

**CITY OF MEDINA
AGENDA FOR CITY COUNCIL MEETING**

September 13, 2021
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (August 23, 2021)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a new D3 permit to Grab N Go Firewood LLC, dba Grab N Go Beverage & Market, 236B N. State Rd. & Patio.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions:

Ord. 136-21, Ord. 137-21, Ord. 138-21, Ord. 139-21, Ord. 140-21, Ord. 141-21, Ord. 142-21, Ord. 143-21, Ord. 144-21, Ord. 145-21, Res. 146-21, Ord. 147-21, Ord. 148-21, Ord. 149-21, Ord. 150-21, Ord. 151-21, Ord. 152-21, Res. 153-21, Ord. 154-21

Ord. 136-21

An Ordinance adopting the Uniform Compliance Policies for the City of Medina.

Ord. 137-21

An Ordinance authorizing the Mayor to enter into a contract with OHM Advisors for Planning and Zoning Services.

Ord. 138-21

An Ordinance authorizing the payment to Absolute Construction Services for the Private Home Rehabilitation at 1995 Hathaway Drive, Brunswick, OH as part of the PY18 CHIP Grant Program.
(emergency clause requested)

Ord. 139-21

An Ordinance authorizing the payment to Absolute Construction Services for the Private Home Rehabilitation at 248 Grant Street as part of the PY20 CHIP Grant Program.
(emergency clause requested)

Ord. 140-21

An Ordinance amending Ordinance No. 56-15, passed April 27, 2015, and authorizing the Mayor to enter into an Amendment to Wellness Services Agreement between the Medina Community Recreation Center and Medina Hospital, A Cleveland Clinic Hospital, for a Wellness Partnership.

Ord. 141-21

An Ordinance authorizing the Mayor to enter into the Second Amendment to Master Agreement to Provide Services to an Aggregated Group between the City of Medina and Energy Harbor LLC.

Ord. 142-21

An Ordinance authorizing the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use.

Ord. 143-21

An Ordinance authorizing the purchase of three (3) fleet vehicles from Montrose Ford to be used by the Service and Engineering Departments.

Ord. 144-21

An Ordinance authorizing the Mayor to enter into an Agreement between the Medina County Commissioners and the City of Medina for Backup Building Official Services.

Ord. 145-21

An Ordinance authorizing the Mayor to sign the Consent to Access Agreement for the properties located at 123 W. Liberty Street pertaining to the Ohio EPA Targeted Brownfield Assessment Grant.
(emergency clause requested)

Res. 146-21

A Resolution authorizing the Mayor to file an application for grant funding from the Ohio Department of Development for funds to assist with the construction costs for the South Court Water Tower Rehabilitation Project.
(emergency clause requested)

Ord. 147-21

An Ordinance amending Ordinance No. 143-20, passed August 24, 2020 relative to the expenditure to 12C Technologies, LTD.

Ord. 148-21

An Ordinance amending Section 1 of Ordinance No. 29-21, passed February 22, 2021, relative to the payment for the Design-Build Contract with CPS Construction, Inc. for design and construction of a City Hall Parking Structure.

Ord. 149-21

An Ordinance amending Ordinance No. 217-20, passed December 14, 2020. (Amendments to 2021 Budget – Reinstate 10% Departmental Reductions from 2020 due to Covid-19)

Ord. 150-21

An Ordinance amending Ordinance No. 217-20, passed December 14, 2020. (Amendments to 2021 Budget)

Ord. 151-21

An Ordinance authorizing the Finance Director to make certain fund transfers.

Ord. 152-21

An Ordinance authorizing the Finance Director to make certain fund advances.

Res. 153-21

A Resolution amending Resolution No. 92-21, passed June 14, 2021, Section 1, relative to the Small Cities PY21 Community Development Block Grant (CDBG) Program.
(emergency clause requested)

Ord. 154-21

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

Council comments.

Adjournment.

MEDINA CITY COUNCIL

Monday, August 23, 2021

Call to Order:

Medina City Council met in regular session on Monday, August 23, 2021 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Nino Piccoli, Jonathan Mendel, Kimberly Marshall, Police Chief Kinney, Fire Chief Walters, Jansen Wehrley, Dan Gladish, and Cindy Lastuka.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, July 12, 2021, and minutes from the Special meeting July 20, 2021 as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to this evening's Council meeting. We are back from summer break.

Health, Safety & Sanitation Committee: Mr. Simpson had no report but stated he attended the LST Advisory meeting held quarterly.

Public Properties Committee: Mr. Shields stated he has a joint meeting scheduled with the Emerging Technology Committee on August 30th.

Special Legislation Committee: Mr. Lamb removed the demolition discussion from the meeting being held tomorrow night, but the proposal for funding a feral cat program will be discussed.

Streets & Sidewalks Committee: Mr. Heffinger had no report.

Water & Utilities Committee: Mrs. Hazeltine had no report.

Emerging Technologies Committee: Mr. Rose stated during the Emerging Technology meeting they will be discussing the LIT Communities Fiber Loop installation and review the recommendations from the Charter Review Committee. They will also review some software to improve the work we do here.

Requests for Council Action:

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

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- 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

Reports of Municipal Officers:

Dennis Hanwell, Mayor

- A. Welcome back to Council from summer break
- B. A number of items on agenda tonight with Emergency Clause that were authorized by Board of Control with caveat of Council approval upon return to meet deadlines required but avoided bringing Council back during break.
- C. Medina Farmer's Market - Each Saturday 9 a.m. to 1 p.m.
- D. 9/11 Memorial event at 10 a.m. on 9/11/2021 - 20th anniversary. Parking will be available at Regal Cinema.
- E. September 12th Tunnel to Towers race - Medina Public Square. Monies raised build smart homes for several disabled veterans.
- F. 2020 Capital grant approved to replace aged Historic lights- Up to \$65,000, 50/50% match.
- G. Had a number of out of town/state guests to city to attend my father's memorial service on Saturday and many commented on the beautiful downtown, flower pots, public restrooms, and overall beauty of our Square and historic district.

Keith Dirham, Finance Director, stated there are a few things that came from Finance that they will be going over and he is still finishing up the bond issue and has a rating call today.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, stated that in addition to the two 911 events that the Mayor mentioned, he wanted to speak briefly about another one they recently found out about. A group called Bay to Brooklyn, they are a group of cyclists that are traveling across the country doing a memorial bike ride in honor of the 343 firefighters that were lost. Most of the cyclist are firefighters themselves. They have decided to make Medina one of their overnight stops and asked if we would be interested in hosting them. Chief Walter spoke with Mayor Hanwell, and the Fire Department

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is going to host the group of cyclists at their station overnight on Tuesday, August 31st. The National Guard was nice enough to offer cots and their services. We will invite the public out to welcome them, once we get a little more information on the timing of their arrival.

The Medina Fire Department is going to be expanding their staffing to include Saturdays and Sundays beginning on Saturday, September 4th - Firefighters will be on duty at the station from 8 a.m. – 4 p.m. on the weekends. This is going to go a long way to improve the response time and overall service to the City of Medina, Medina Township and Montville Township.

Kimberly Marshall, Economic Development Director, stated that the Comprehensive Plan Steering Committee kicked off their first meeting on July 22 with OHM Advisors and was well attended which resulted in a community walk-through held on August 13th, and the focused areas that came to light were: the North Court Corridor, the East Smith Corridor, the West Liberty Corridor and then the South Town District. There was a second Steering Committee meeting held on August 18th, where they worked on the draft of the community survey. During the month of September, they will host different community engagement events starting on September 18th to be held at the Medina Square Farmer's Market, and looking for another local business to host on September 21st. They are also looking to plan a virtual community meeting the week of September 27th. There will be a lot of opportunities for the public to provide input and feedback.

This Friday, August 27th is the next round of Ribbon cuttings starting at 11 a.m. Kimberly stated they hired a temporary administrative assistant Christine Walters (Fire Chief's wife) until they fill the fulltime position.

The next City of Medina Economic Development Committee Meeting is scheduled for this Wednesday, August 25, 2021 at 8 a.m., at City Hall.

Jansen Wehrley, Parks and Recreation Director, not in attendance.

Cindy Lastuka, Municipal Court, had no report.

Dan Gladish, Building Official, not in attendance.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, stated that they previously sent an application to NOACA for their Electric Vehicle Charging Station Program and the City was elected to receive four charging Stations for our City Parking Deck. Earlier this year we were awarded four other Charging Stations through the Ohio EPA Program, we will have eight stations in total.

Notices, communications and petitions:

Liquor Permit:

Mr. Shields moved not to object to the issuance of a new D-2 permit to Keller Meats & Market LLC, 320 S. Court St. 101. Medina, seconded by Mr. Simpson. The roll was called and motion

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passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Res. 132-21, Res. 133-21. Ord. 134-21 and Ord. 135-21. The roll was called and the motion passed with the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Res. 132-21:

A Resolution authorizing an application for grant assistance from the State of Ohio, Ohio Public Works Commission, relative to Issue 1 and LTIP Program Funding for a public improvement project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 132-21, seconded by Mr. Simpson. Mr. Patton stated this is their annual application to the Ohio Public Works Commission and this year they are eligible to receive up to \$484,442.00 in grant funds. We are required to take out a zero interest loan for \$130,000.00 so that the total grant award will be a little over \$614,000.00. The roll was called and Ordinance/Resolution No. 132-21 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Res. 133-21:

A Resolution authorizing the City of Medina to participate in the proposed Opioid Litigation Settlement Plan of Claims against distributors of the suits against Amerisource Bergen, Cardinal Health and McKesson. Mr. Shields moved for the adoption of Ordinance/Resolution No. 133-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 133-21, seconded by Mr. Simpson. Mayor Hanwell wanted to recognize Medina County Prosecutor Forrest Thompson who is one of the county prosecutors in Ohio that worked through the federal legislation on this proposed settlement. What the settlement provides is local municipalities an amount of money up front and they also create another bank of money that is almost like an estate that will last in the foreseeable future to help with the opioid crisis and addiction issues. We are very satisfied with the settlement that has been proposed. The emergency clause is requested because while council was on break they asked that interested jurisdictions interested in the settlement to sign and return at a date that is already passed. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb. The roll was called and Ordinance/Resolution No. 133-21 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 134-21:

An Ordinance amending Ordinance No. 217-20, passed December 14, 2020. (Amendments

to 2021 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 134-21, seconded by Mr. Simpson. Mr. Dirham stated that the first one is court fees that they are collecting over at the court so the appropriation is to spend them, the rest are pass throughs. The roll was called and Ordinance/Resolution No. 134-21 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Ord. 135-21:

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 135-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 135-21, seconded by Mr. Simpson. Chief Kinney stated this is where they failed to meet some contractual obligations so we withheld payment. They have now met those contractual obligations so we would like to pay them and that is why we need the emergency clause to get the vendor paid as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 135-21 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Council Comments:

Mr. Simpson welcomed back council members from summer break. Dennie thanked Chief Walters on his hard work on getting the weekend staff at the Fire Station. Mr. Simpson spoke on all of the department heads and the Mayor on wearing masks tonight. We know by local and national news that the Delta variant is spreading with a vengeance. Wearing masks is a proven way to help deter the passing of COVID. Do what you can, if you don't feel like wearing a mask, please remember to social distance when you can and wash your hands at every opportunity. Be kind out there, be kind to people that disagree with your opinion.

Mrs. Hazeltine spoke on the Tunnels to Towers Run and how she knows someone personally that has benefitted from a smart house that was built through them.

Overdose Awareness Day is August 31st. This is a day where we mourn those that we lost, but more than that, Overdose Awareness Day is and an opportunity to provide people with information on how to avoid overdose. If anyone is ever in need of Narcan or testing strips you can always pick them up from her front porch, no questions asked. (address is on city website)

Mr. Rose echoed Mr. Simpson in being glad to be back and stated during that time off he had the opportunity to visit several small towns in the county of Medina and quite frankly they have a long way to go to even come close to the charm and beauty we have here in the city.

Mr. Lamb thanked Kimberly Marshall for the work she is doing with the Comprehensive Plan. Good prospects for our future is determined by what we do now. He recognized that Russ Fischer, a candidate for city council, was in attendance tonight.

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There being no further business, the meeting adjourned at 8:01 p.m.

Patrick Patton, Acting Clerk of Council

John M. Coyne, President of Council

**NOTICE TO LEGISLATIVE
AUTHORITY**

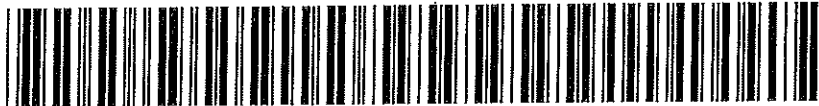
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

3304053		N		GRAB N GO FIREWOOD LLC	
PERMIT NUMBER		TYPE		DBA GRAB N GO BEVERAGE & MARKET	
ISSUE DATE		236B N STATE RD & PATIO			
08 23 2021		MEDINA OH 44256			
FILING DATE					
D3		PERMIT CLASSES			
52	077	C	D12003		
TAX DISTRICT			RECEIPT NO.		

FROM 09/01/2021

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT			RECEIPT NO.		



MAILED 09/01/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/04/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **C N 3304053**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256

ORDINANCE NO. 136-21

AN ORDINANCE ADOPTING THE UNIFORM COMPLIANCE POLICIES FOR THE CITY OF MEDINA.

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

- SEC. 1:** That the Uniform Guidance Compliance Policies for the City of Medina are hereby adopted.
- SEC. 2:** That a copy of the Uniform Guidance Compliance Policies are marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 136-21
Exh. A

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'slength 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

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

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](#)

ORDINANCE NO. 137-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM ADVISORS FOR PLANNING AND ZONING SERVICES.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a contract with OHM Advisors for Planning and Zoning Services during the vacancy of the Community Development Director for the City of Medina.
- SEC. 2:** That a copy of the proposed scope of services and costs associated with this contract is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the estimated cost of the contract, in the amount of not to exceed \$8,000 was approved on July 26, 2021 by Board of Control and is available in Account No. 001-0410-52215.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 137-21
Exh. A



July 19, 2021

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

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

- The City of Medina will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- 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.

ORDINANCE NO. 138-21

AN ORDINANCE AUTHORIZING THE PAYMENT TO ABSOLUTE CONSTRUCTION SERVICES FOR THE PRIVATE HOME REHABILITATION AT 1995 HATHAWAY DRIVE, BRUNSWICK, OH AS PART OF THE PY18 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the payment of \$55,052.00 is hereby authorized to Absolute Construction Services for the Private Home Rehabilitation at 1995 Hathaway Drive, Brunswick, Ohio as part of the PY18 CHIP Grant Program, Activity #AC-18-06.

SEC. 2: That the funds to cover this payment in the amount of \$55,052.00 are available in Account No. 139-0458-52215.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 139-21

AN ORDINANCE AUTHORIZING THE PAYMENT TO ABSOLUTE CONSTRUCTION SERVICES FOR THE PRIVATE HOME REHABILITATION AT 248 GRANT STREET AS PART OF THE PY20 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the payment of \$50,000.00 is hereby authorized to Absolute Construction Services for the Private Home Rehabilitation at 248 Grant Street, Medina, as part of the PY20 CHIP Grant Program, Activity #AC-20-06.
- SEC. 2:** That the funds to cover this payment in the amount of \$50,000.00 are available in Account No. 139-0460-52215.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 140-21

AN ORDINANCE AMENDING ORDINANCE NO. 56-15, PASSED APRIL 27, 2015, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO WELLNESS SERVICES AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.

WHEREAS: Ordinance No. 56-15, passed April 27, 2015 authorized 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.

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 an Amendment to 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 effective as of July 1, 2021.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 140-21
Exh. A

**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. 56-15
EXH. A

Wellness Service Agreement

This Wellness Services Agreement ("Agreement") is made and entered into as of July 1st, 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: Ellie Westerburg

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 30th, 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 Tolisano*

Tom Tolisano
(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 #: 2476889
BY: *Robert T. Franke*

Law Director, City Of Medina

By: *Greg Huber*

Greg Huber
(print name)

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

ORDINANCE NO. 141-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE SECOND AMENDMENT TO MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE CITY OF MEDINA AND ENERGY HARBOR LLC.

WHEREAS: Ordinance No. 147-00, passed August 14, 2000, authorized placing on the November 7, 2000 ballot the question of “Shall the City of Medina have authority to aggregate to retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?”; and

WHEREAS: On November 7, 2000 the voters of the City of Medina approved said question; and

WHEREAS: Following research by the Service Director and the Economic Development Director of the different licensed suppliers in the State of Ohio, Energy Harbor LLC has been recommended to provide these services.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Second Amendment to Master Agreement between the City of Medina, Ohio and FirstEnergy Solutions, Corp. to provide competitive retail electric service and related administrative services necessary to fulfill the obligations of said Agreement.
- SEC. 2:** That a copy of the Second Amendment to Master Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

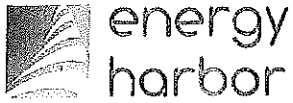
SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date –



Ord. 141-21
Exh. A

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:

Signed: _____
Printed: _____
Title: _____
Date: _____

City of Medina, Ohio:

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.

ORDINANCE NO. 142-21

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ADVERTISE FOR THE AUCTION, SALE OR DISPOSAL OF
CITY EQUIPMENT AND VEHICLES NO LONGER IN USE.**

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for the auction, sale or disposal of city equipment and vehicles no longer in use.

SEC. 2: That a list of the items to be auctioned and/or sold is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That the Mayor is hereby authorized to dispose of any items not purchased in accordance with the law.

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

VEHICLES TO BE SOLD AT AUCTION ON 10/16/21

<u>Vehicle Description</u>	<u>VIN Number</u>	<u>Department</u>
2004 Ford F350 Truck	1FDW36P14ED46335	Cemetery
2009 Ford Fusion	3FAHP0GA2AR180439	Police
2016 Ford Explorer	1FM5K8AR0GGA28809	Police
2007 GMC Canyon Truck	1GTC5191E578231547	Public Buildings
1997 Ford F-250 Truck	1FTEF2767VKD04576	Public Buildings
2008 Chevy Silverado	1GCHK39K78E208488	Water



LARRY WALTERS
FIRE CHIEF

Medina Fire Department
300 West Reagan Pkwy
Medina, Ohio 44256
Phone: 330-725-1772
Call: 330-235-2113
www.medinaoh.org

TO: Sherry Crow
FROM: Chief Walters
DATE: 8/31/21
REF: 2021 Auction Items

The Fire Department has the following items for the city auction:

1. Six (6) brown MDF bookshelves, used
2. Stihl BR320 Back pack blower (Bad Engine)
3. Honda EV6010 Generator (pull out style out of old fire truck)

Preserving the Past. Forging the Future.

Desktops

Make	Model	Serial #
Dell	Optiplex 9010	F5217Y1

No Hard Drive

Chromebooks

Make	Model	Serial #
------	-------	----------

Laptops

Make	Model	Serial #
Dell	Latitude E6440	BZRNVZ1
Dell	Latitude E5450	FL58062
Dell	XFR Tough Book	H87CSS1

Used - w/Power Cord
 Used - w/Power Cord
 Used - No Hard Drive or Power Cord

iPads

Make	Model	Serial #
Apple	A1432	F4LK8Q2NF194
Apple	A1397	DLXGQ6ZADJHF
Apple	A1474	DMPM9444FK11
Apple	A1474	DMPM6PABFK11
Apple	A1474	DMPM94GRFK11
Apple	A1395	DN6GW7JNDFHW

Device is locked
 Used
 Used
 Used
 Used
 Used
 Used w/case

Tablets

Make	Model	Serial #
------	-------	----------

Cables/Adapters/Cords

Cords

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
44	C13 Power cords	** Used **

Cables

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
1	DVI Male to VGA Male cable	** Used **
9	BNC Coax Cables	** Used **
2	Male to Male AV Cables (White and Red)	** Used **
2	DVI to BNC Coax Male and AV Male (Red) Adaptor	** Used **
5	DVI Male to Male cable	** Used **
1	USB 2.0 Cables - A-Male to B-Male	** Used **
23	USB 2.0 Cables - A-Male to B-Male	** New **
5	DVI Male to DisplayPort Male	** Used **
1	DisplayPort to DVI Cables - Male to Male	** Used **
1	DVI to DVI Cables - Male to Male	** Used **
10	USB 3.0 A to B - Male to Male	** New **
1	DVI Male to DisplayPort Male	** Used **
4	USB 2.0 Extension Cables - A-Male to A-Female	** Used **
1	DVI Male to DVI Male Cable	** New **
7	USB 2.0 Cables - A-Male to B-Male	** New **

Adapters

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
1	D-Tech AC/DC Power Adaptor	** Used **
15	Displayport Male to VGA Female Adapter	** Used **
5	DVI Female to Displayport Male	** Used **
8	DVI Male to VGA Female Adapters	** Used/New **

Computer Accessories

Mice

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
28	Dell USB Mouse	*Used*
1	Microsoft Wireless Laser Mouse 5000	**Used**

Keyboards

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
10	Dell USB Keyboard (KB212-B)	*Used*
20	Dell USB Keyboard (ON6R8G)	*Used*
1	Logitech K350 Keyboard	*Used-No Dongle*
3	Dell USB Keyboard (ORRRON)	*Used*
1	CasLogic Keyboard	**Used/No Dongle**
2	Dell Keyboard (L100)	**Used**
1	Dell USB Keyboard (04G481)	**Used**
1	Dell Keyboard (0DJ454)	**Used**

Monitors

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
4	Dell E2210f	**Used**
13	Dell 1907FPTV	**Used**
1	Dell E228W/FPC	**Used**
2	Dell 1908FPC	**Used**
1	Dell P190st	**Used**
1	Dell 1908FPt	**Used**
2	Dell Monitors	**Used/unmarked**
2	Dell P2213t	**Used**
1	Dell E2211Hb	**Used**

Monitor Bases

Qty Type

Comments

Speakers

Qty Type

Comments

2 USB Speakers
1 USB Speakers (Model AX510)
1 USB Speakers (Model A215)

Used Crackling
Used
Used

Drives

Qty Type

Comments

Miscellaneous

Qty Type

Comments

1 HP LaserJet Printer (M452nw)
1 HP LaserJet Printer (P2035n)

Bad SR9 sensor - needs new ITB
Intermittent

Networking Equipment

Cable Management

Qty

Type

Comments

Wireless Equipment

Qty

Type

Comments
Used

12

Sierra Wireless Modems

Switches

Qty

Type

Comments

Miscellaneous

<u>Qty</u>	<u>Type</u>	<u>Comments</u>
1	Printonix ProLine Series 5 Matrix Printer w/ HP Jet Direct 500x and /cordscables.	**Used**
1	Key Digital KDGDVGAB	**Used**
1	Ademco AXCD9E Multipler	**Used**
1	Custom Video Server	**Used**
1	Louroe Electronics AP-8 Audio Surveillance System	**Used** - No hard drives
1	Lind Power Inverter	**Used**
1	Westinghouse TV	**Used/No Cables**
1	Docking Station for Cruiser Tablet (Part # 300094)	**Used**
2	Panasonic KV-S1027C	**Used/No Cables**

Medina Municipal Court

Items for Auction
As of 8/24/2021

- ▣ Small wood shelving units on wheels x2
- ▣ Small wood desk on wheels with extendable sides x1
- ▣ Medium tall black shelving unit x1
- ▣ Medium wood bookshelves x2
- ▣ Black plastic and metal rolling desk x1
- ▣ Logitech Click! Optical Mouse x1
- ▣ Hole puncher with ruler
- ▣ Dell monitors with stands x7
- ▣ Dell monitors without stands x9
- ▣ Computer speaker x1
- ▣ Keyboard x1
- ▣ Black wire carts x2
- ▣ Silver wire carts x2
- ▣ Canon desk printer x2
- ▣ Ethernet cable 100ft x1
- ▣ Dell touch screen monitor x2
- ▣ Letter opener x1
- ▣ VCR DVD combo x1
- ▣ Fax machine x1
- ▣ VHS DVD combo x1
- ▣ Audio Mixers x2
- ▣ Pitney Bowes Printer x1
- ▣ Office chairs on wheels x4
- ▣ Chair x1
- ▣ Computers x6
- ▣ Sony tv x1
- ▣ Panasonic tv x1
- ▣ Tv cart enclosed x1
- ▣ Tv cart x1
- ▣ Tan file cabinets x2
- ▣ Small wooden desk x3
- ▣ Old Dell monitor x1
- ▣ Office cubes x3
- ▣ Scanner x1
- ▣ Brother printer x3
- ▣ Wooden laptop stand x1
- ▣ Vases and decorative things
- ▣ Office pictures

AUCTION ITEMS - 2021 - MAYOR'S OFFICE

<u>ITEM</u>	<u>QUANTITY</u>	<u>MAKE/MODEL - COMMENTS</u>
iPhone Case	1	Otterbox
iPhone 7 with Otterbox case	1	Apple - in working condition
iPhone 7 - 32 GB	4	Apple - all in working condition
iPhone 7 - 32GB	3	Apple - all work with some issues
iPhone 7 - 32 GB	1	Apple - non working
Flip Phone	1	SonimXP5800 - Not working
Flip Phone	1	Alcatel-4051S - Not working

AUCTION ITEMS - 2021 - PUBLIC BUILDINGS

<u>ITEM</u>	<u>QUANTITY</u>	<u>MAKE/MODEL - COMMENTS</u>
2007 GMC Canyon truck	1	VIN 1GTCS191E578231547
1997 Ford F-250 truck	1	VIN 1FDWF36P14ED46335
Miscellaneous Office Furniture		
Miscellaneous File Cabinets		
Miscellaneous Tools		

AUCTION ITEMS - 2021 - STREETS

<u>ITEM</u>
Various street light poles from the Square
Tailgate salt spreader
Miscellaneous Office Furniture

**2021 AUCTION ITEMS
MEDINA COMMUNITY RECREATION CENTER**

DEPARTMENT	ITEM	QUANTITY	SERIAL NUMBER
REC CTR	Still Picture Projector	1	2240039
REC CTR	Dell Keyboard-Computer	1	E145614
REC CTR	Harmon/Kardon Speakers	1	CN5N356-69800
REC CTR	Uninterruptible Power Supply	1	E187679
REC CTR	Uninterruptible Power Supply	1	E187679
REC CTR	Power Strip	1	E128811
REC CTR	Dell Computer Monitor	1	CN-0CCZ99-64180-71P
REC CTR	Mitel 5320E IP Phone	1	1ZRFW1511CC
REC CTR	Dell Computer Mouse	1	CN-049PRO-C4400
REC CTR	Dell Computer Keyboard	1	E134780
REC CTR	Magtek Magnetic Stripe Reader	1	X05TPOA
REC CTR	Magtek Magnetic Stripe Reader	1	X0511DD
REC CTR	Epson Receipt Printer	1	MXDF845604
REC CTR	Ione Keypad	1	22130800761
REC CTR	Dell Optiflex 760	1	Service Tag C636MJ1
REC CTR	Dell Computer Monitor	1	CN-0D5428-72201
REC CTR	Acer Computer Monitor	1	ETL170A30254600
REC CTR	Dell Computer Monitor	1	CN-OPM372
REC CTR	Motorola Walkie Talkie	1	050-7262PDV08
REC CTR	Motorola Walkie Talkie	1	0741-7198PDX08
REC CTR	Motorola Walkie Talkie	1	PMPN4133A1819MZZ
REC CTR	Motorola Walkie Talkie	1	WPLN4137BR8134MTS04
REC CTR	Motorola Walkie Talkie	1	WPLN4137BR8134MT504
REC CTR	Mitel 5330E IP Phone	1	1WDFW15150V8
REC CTR	Motorola Walkie Talkie	1	HTN9000C377673
REC CTR	Box of Books	1 Box	
REC CTR	Box of Books	1 Box	
REC CTR	Still Picture Projector	1	2240039
REC CTR	Box of Books	1 Box	
REC CTR	Register Tapes - new	1 Box	
REC CTR	Dell Monitor	1	CNOVW042-64180-1AG OX9H
REC CTR	Dell Monitor	1	CNORNMH5-74445-99R 434L
REC CTR	Ricoh Copier	1	69086120215
REC CTR	Elliptical	1	CTEB1407-LO1082
REC CTR	Woodway Treadmill	1	S259102
REC CTR	Woodway Treadmill	1	disassembled
REC CTR	Literature Cases	1	
REC CTR	Literature Cases	1	
REC CTR	Literature Cases	1	

ITEMS FOR AUCTION

Medina PD Property #	Description of Property	Forfeiture Order #
11-00481	DELL Computer Shell Only (hard drive destroyed)	2141-001
12-00224	DELL Laptop Shell Only (hard drive destroyed)	2141-001
12-025192-1	ROHS Self Engineered Computer Tower Shell Only	2141-001
13-009639-6	Laptop Computer Shell Only (hard drive destroyed)	2141-001
15-010761-1	Digital Video Recorder	2141-001
15-012741-2	ASUS Laptop Shell Only (hard drive destroyed)	2141-001
15-012741-3	ASUS Laptop Shell Only (hard drive destroyed)	2141-001
16-003388-6	Phone Charging Port	2141-002
16-003863-3	19" Vizio TV	2141-002
16-007649-4	Tasco Microscope	2141-002
16-008355-2	POLO Hats	2141-002
16-008355-3	UFC Video Games	2141-002
16-008419-2	Silver Collectable Coin (from purse contents)	2141-002
16-008633-2	Fedora Watches	2141-002
17-000084-1	Mobile Tool	2141-002
17-000084-2	Engine Panel	2141-002
17-000084-3	Panel of Engine Cover	2141-002
17-000084-4	Travel Lock Shield	2141-002
17-000084-5	Sheet Metal	2141-002
17-000084-6	Pieces of Sheet Metal	2141-002
17-000084-7	Light Stand Post	2141-002
17-000084-8	Metai Post Cover	2141-002
17-000084-13	Remains of Trailer	2141-002
17-000084-14	Motor Generator	2141-002

ITEMS FOR AUCTION

17-000084-15	Metal Post	2141-002
17-000084-16	Blue Engine Cover	2141-002
17-000084-17	Heat Shield	2141-002
17-000084-18	Genie Cover	2141-002
17-000084-19	Silver Piece of Post	2141-002
17-008858-2	X-Box with Controller	2141-002
19-014805-3	Sentry Safe w/key pad	2141-001
20-002235-001	Bicycle, Glacier Point Magna	2141-002B
20-002261-001	Bicycle, Kent 20 Dirt Racer	2141-002B
20-002261-002	Bicycle	2141-002B
20-002308-001	Bicycle, Black/Gray/Blue Mountain	2141-002B
20-002319-001	Bicycle, Red GT Tempest Mountain	2141-002B
20-002319-002	Bicycle, Gray Murray Bio Tech	2141-002B
20-002360-001	Bicycle, Pink and Green Kent Trouble Maker	2141-002B
20-002595-001	Bicycle, White/Turquoise Glacier	2141-002B
20-002680-001	Bicycle, Purple Avigo	2141-002B
20-002782-001	Bicycle, Black and Pink Huffy BMX	2141-002B
20-002977-004	Milk Crate	2141-002B
20-002977-005	Sprayer	2141-002B
20-003031-001	Construction Cones	2141-002B
20-003207-001	Bicycle	2141-002B
20-003305-001	Bicycle	2141-002B
20-003305-002	Bicycle	2141-002B
20-003305-003	Coffee Table	2141-002B
20-003396-001	Bicycle, Black and Blue Hyper Shocker	2141-002B

ITEMS FOR AUCTION

Item	MPD Property (Auction - 2021)	Quantity
1	Police Trunk Pack Storage Equipment Trays	11
2	Police Light Bar Unit	2
3	Screen Divider for Police Car, between front and rear seats	6
4	Disassembled Metal Console Units	3
5	Box of Misc. Parts	1
6	Motorola Radio Radius M1225	1
7	Verizon - Kyocera Cell Phones w/Car Charging Cords	10
8	Astron LSRM - 35M, Power Supply w/Meters and Antenna Box	1
9	Motorola - MTR 2000 (Repeater)	1
10	Motorola - CDM1250 Radio w/Mic	2
11	Metal Car Arm Rest/Boxes	2
12	Code 3 - C3100, 100w Siren/Speaker	2
13	Blue Emergency Light	1
14	Whelen Control Box Panels	2
15	Panasonic Scanner (KV-S1027C)	2
16	SETINA Push Bars	3
17	Goodyear 245/55R18 Tires Mounted on Ford Rims (Bent)	9
18	Ford Rim only (Bent)	1
19	6" Spotlight Hi Intensity (94014-0002)	1
20	Kenwood KMC-35 Microphones	16
21	Kenwood Radios (TK-8360HU)	16
22	2009 Ford Fusion (3FAHP0GA2AR180439) *Mileage 70,677	1
23	2016 Ford Explorer (#109) (1FM5K8AR0GGA28809) *Mileage 136,005	1
24	Symphonic 12" TV w/VCR Model #SC3913, S/N:V52804872	1
25	Pelican 9470 RALS Remote Area Lighting System	1
26	Ambico Camera Tripod	1
27	Canon EO5 Digital Cameras w/Case, S/N:1960512549, S/N:1920519291	2
28	Canon HG10 Video Recorder	1
29	Nikon D40 Digital Camera, S/N:3766117	1
30	JVC Everio Digital Recorders, S/N: 094B0246, S/N:114G0087	2
31	Night Owl Optics - Night Vision Monocular	1
32	Raytheon Nightsight Palm IR 250 Camera, S/N:250-003228	1

Vehicle Maintenance Auction List

Vacuum Pump
Floor Sweeper
Truck Ramps
9x8 Bolt Cabinet
Metal Shelf
Black Filing Cabinet
Tan filling Cabinet
55 Gallon Drum Cradle
Metal Square Tubes x12
9x8 Bolt Cabinet
5x8 Bolt Cabinet
6 Mini Drawer Cabinet
4 Drawer Cabinet x9
3 Individual Drawers
Bolt Bin Legs x6
6x4 Brown Drawer Cabinet
Grey Wall Cabinet
Grey Hose Organizer
22/35 Ton Pneumatic Jack
Blue Shelf
5 1/2 Bench Vise
Portable Handy Air Tank
Small Pintle Hitch
Yellow Oil Drain
Radnor Cutting Tool Box With Gauges
Aluminum Extension Ladder
Craftsman Transmission Jack
Heavy Duty Steel Truck Ramps - 1 pair

SANITATION AUCTION ITEM

Hydraulic winch

AUCTION ITEMS - 2021 - WATER DEPARTMENT

Year	Model	VIN/ser. #	Description
2008	Chevy Silverado	1GCHK39K78E208488	3/4 ton 4x4 crew cab pickup
1990	Hustler	6091552	Diesel slope mower
	Dayton	5Z169	2900 psi/3.5 gpm pressure washer
2014	Fire Research Corp.	KR-SB-536-WZ	120V 750W 6.3A lights (2)

Sherry Crow

From: Jarrod Fry <jfry@medinabees.org>
Sent: Wednesday, September 8, 2021 9:40 AM
To: Sherry Crow
Subject: Re: Auction Items

Sherry,

I just realized my email kicked back to me for some reason, but here is my auction list:

MEDINA CABLE

RCA 13" tv serial #C193DA19H
Box of used DVCPRO Tapes
Panasonic Supercam Travel Case
Computer surround sound system
Panasonic DMR-EZ28 DVD Recorder Serial # VN8HR007986
Misc. Computer Cables
Anton Bauer Batteries
Dell Laptop E396
Videonics SD switcher serial# MXO60474
Box of Misc. rack pieces.

Thanks,
Jarrod

On Tue, Aug 31, 2021 at 4:10 PM Sherry Crow <scrow@medinaoh.org> wrote:
Hello,

Just a reminder, if you have anything from your department for the City auction, please forward your list to me by Friday, September 3rd.

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

NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information, as defined by State and Federal laws. If you are not

ORDINANCE NO. 143-21

AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE (3) FLEET VEHICLES FROM MONTROSE FORD TO BE USED BY THE SERVICE AND ENGINEERING DEPARTMENTS.

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the purchase of one (1) 2021 F150 F-150 S/C Four Wheel Drive Truck and (1) 2021 F150 Four Wheel Drive Crew Truck from Montrose Ford under the Community University Education Purchasing Association Contract (C.U.E.), are hereby authorized to be used by the Service Department.

SEC. 2: That the purchase of one (1) 2021 F150 SC Four Wheel Drive with a 163.7' Wheel Base -- 5L Truck from Montrose Ford under the Community University Education Purchasing Association Contract (C.U.E.), are hereby authorized to be used by the Engineering Department.

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 the funds to cover this purchase, in the amount of \$90,300.00, are available as follows: \$85,400.00 in Account No. 105-0610-54417 and \$31,900.00 in Account No. 001-0742-54417.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 144-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE MEDINA COUNTY COMMISSIONERS AND THE CITY OF MEDINA FOR BACKUP BUILDING OFFICIAL SERVICES.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement between the Medina County Commissions and the City of Medina for Backup Building Official Services.
- SEC. 2:** That a copy of the Agreement For Backup Building Official is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the effective date of this Agreement shall be retroactive to August 10, 2021 when it was approved by the Medina County Commissioners.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date – August 10, 2021

ORD. 144-21
EXH. A

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.

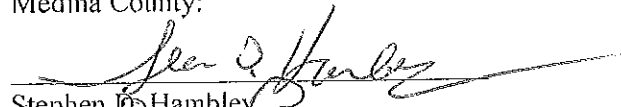
SECTION XV - EFFECTIVE AND BINDING

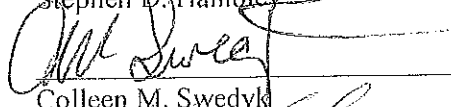
This Agreement shall not become effective or binding upon the City of Medina unless and until Medina County Commissioners have authorized and executed this agreement. This agreement shall not become effective and binding upon the City of Medina until the Medina City Council shall have authorized the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

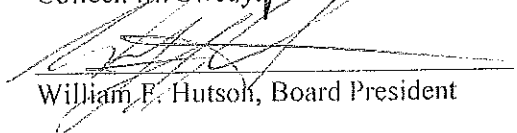
SECTION XVI - CAPTIONS AND HEADNOTES

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


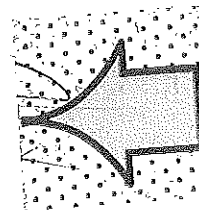
Colleen M. Swedyk


William F. Hutson, Board President

City of Medina:

Mayor Dennis Hanwell

Council President John Coyne



ORDINANCE NO. 145-21

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE CONSENT TO ACCESS AGREEMENT FOR THE PROPERTIES LOCATED AT 123 W. LIBERTY STREET PERTAINING TO THE OHIO EPA TARGETED BROWNFIELD ASSESSMENT GRANT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to Permanent Parcel Nos. 028-19A-21-390 and 028-19A-21-391 pertaining to the Ohio EPA Targeted Brownfield Assessment Grant.

SEC. 2: That a copy of the Consent to Access Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to submit the application as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Ord. 145-21
Exh.

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

RESOLUTION NO. 146-21

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION FOR GRANT FUNDING FROM THE OHIO DEPARTMENT OF DEVELOPMENT FOR FUNDS TO ASSIST WITH CONSTRUCTION COSTS FOR THE SOUTH COURT WATER TOWER REHABILITATION PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to file an application for grant funding from the Ohio Department of Development for funds from the Ohio Water and Wastewater Infrastructure Grant Program, to assist with construction costs for the South Court Water Tower Rehabilitation Project.

SEC. 2: That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

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

SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason grants are accepted as requests are received; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 147-21

**AN ORDINANCE AMENDING ORDINANCE NO. 143-20,
PASSED AUGUST 24, 2020 RELATIVE TO THE
EXPENDITURE TO 12C TECHNOLOGIES, LTD.**

WHEREAS: Ordinance No. 143-20, passed August 24, 2020, authorized the expenditure to 12C Technologies, LTD. to purchase security cameras for the City Hall Parking Deck.; and

WHEREAS: Ordinance No. 143-20, passed August 24, 2020, Section 2 incorrectly stated the account number to cover the expenditure as 109-0725-54412.

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

SEC. 1: That Ordinance No. 143-20, passed August 24, 2020, Section 2 is hereby amended to read that the funds to cover this expenditure, in the amount of \$26,000.00 are available in Account No. 301-0725-54412.

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 148-21

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 29-21 PASSED FEBRUARY 22, 2021, RELATIVE TO THE PAYMENT FOR THE DESIGN-BUILD CONTRACT WITH CPS CONSTRUCTION, INC. FOR DESIGN AND CONSTRUCTION OF A CITY HALL PARKING STRUCTURE.

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.

WHEREAS: Ordinance No. 29-21, passed February 22, 2021, Section 1 amended Section 2 of Ordinance No. 21-21, stating that the additional \$103,428.32 in funds to cover these costs are available in Account No. 109-0725-54412.

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

SEC. 1: That Section 1 of Ordinance 29-21, passed February 22, 2021, is hereby amended to read in part as follows: That the additional \$103,428.32 in funds to cover these costs are available as follows: \$30,000.00 in Account No. 301-0725-54412, and \$73,428.32 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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 149-21

**AN ORDINANCE AMENDING ORDINANCE NO. 217-20,
PASSED DECEMBER 14, 2020. (AMENDMENTS TO 2021
BUDGET – REINSTATE 10% DEPARTMENTAL
REDUCTIONS FROM 2020 DUE TO COVID-19)**

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

- SEC. 1:** That Ordinance No. 217-20, passed December 14, 2020, shall be amended by the following additions marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Batch Number
 (Finance use only)
 Batch Posted?

RCA Number
 (Council use only)

ORD. 149-21
 EXH. A

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
 (CHECK ONE)

ADMINISTRATIVE
 FINANCE COMMITTEE
 COUNCIL

NO.
 (Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	EXPLANATION
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
		001-0140-52213		\$2,500.00			
		001-0140-53322		\$19,000.00			
		001-0210-52213		\$500.00			
		001-0210-53321		\$2,000.00			
		001-0210-53322		\$2,500.00			
		001-0210-54412		\$6,328.00			
		001-0210-54413		\$10,000.00			
		001-0210-54417		\$7,000.00			
		001-0410-50115		15,964.00			
		001-0410-52215		\$2,653.00			
		001-0420-52213		\$1,000.00			
		001-0420-52215		\$9,000.00			
		001-0420-54411		\$10,292.00			
		001-0430-50111		\$7,039.00			
		001-0430-52215		\$8,664.00			
		001-0701-50111		\$4,272.00			
		001-0701-50116		\$1,000.00			
		001-0701-51123		\$3,500.00			
		001-0701-52213		4,942.00			
		001-0701-52214		\$4,000.00			
		001-0701-52215		\$2,000.00			
		001-0701-53311		\$1,000.00			
		001-0702-50115		\$1,000.00			
		001-0702-50116		\$1,000.00			
		001-0702-52211		\$1,000.00			
		001-0702-52213		3,809.00			
		001-0702-53313		\$2,000.00			
		001-0703-50111		27,611.00			
		001-0703-50112		10,000.00			
		001-0703-52211		2,000.00			
		001-0703-52213		1,000.00			
		001-0704-52213		\$1,000.00			
		001-0704-52226		\$22,764.00			
		001-0705-52212		15,000.00			
		001-0705-52213		10,000.00			
		001-0705-52226		131,061.00			
		001-0707-52213		1,000.00			
		001-0708-52213		4,111.00			
		001-0710-50111		81,706.00			
		001-0710-52213		1,000.00			
		001-0723-52113		500.00			
		001-0723-52214		4,328.00			
		001-0741-52226		500.00			
		001-0741-53315		10,872.00			
		001-0741-53322		\$5,262.00			
		001-0742-50111		\$14,460.00			
		001-0742-52213		1,000.00			
		001-0742-52215		\$10,000.00			
		001-0742-52226		\$10,000.00			
		001-0742-54417		33,460.00			
		001-0743-50111		\$6,086.00			
		001-0743-50116		10,000.00			
		001-0743-52213		500.00			
		001-0743-53322		15,155.00			
		001-0748-51122		9,129.00			
		001-0748-53315		10,000.00			
		102-0145-53321		34,869.00			
		102-0610-50111		\$20,314.00			
		102-0610-50112		\$23,000.00			
		102-0610-50116		\$7,567.00			
		102-0610-50119		\$1,000.00			
		102-0610-51126		\$500.00			
		102-0610-52211		\$4,000.00			
		102-0610-52212		\$100.00			
		102-0610-52213		\$16,000.00			
		102-0610-53311		\$500.00			
		102-0610-53313		\$1,500.00			

102-0610-53315	\$3,000.00
102-0610-53321	\$32,540.00
102-0620-50111	\$7,940.00
102-0620-53313	\$3,000.00
102-0620-53315	\$500.00
104-0301-50112	79,162.00
104-0301-52213	3,000.00
104-0301-53315	5,000.00
104-0303-53315	2,297.00
104-0305-53315	6,021.00
104-0309-53322	15,961.00
106-0101-50111	158,507.00
106-0101-52213	27,830.00
106-0101-53315	100,000.00
106-0101-53321	9,025.00
106-0102-50111	\$6,782.00
106-0102-50112	\$2,346.00
106-0102-50114	\$2,272.00
106-0102-50115	\$187.00
106-0102-50116	\$15,934.00
106-0102-50117	\$3,690.00
106-0102-50118	\$7,595.00
106-0102-51121	\$19,095.00
106-0102-51124	\$752.00
106-0102-51126	\$829.00
106-0102-51131	\$13,675.00
106-0102-52211	\$10,498.00
106-0102-52212	\$7,084.00
106-0102-52213	\$10,229.00
106-0102-52215	\$31,273.00
106-0102-52226	\$15,990.00
106-0102-53311	\$9,954.00
106-0102-53313	\$4,250.00
106-0102-53315	\$6,755.00
106-0102-53321	\$3,152.00
106-0103-50111	1,000.00
106-0103-51125	\$1,142.00
106-0103-51131	\$30,421.00
106-0103-52211	\$4,000.00
106-0103-52213	\$4,000.00
107-0110-50111	\$82,524.00
107-0110-52215	\$1,000.00
107-0110-53321	\$20,000.00
107-0110-53322	\$20,000.00
126-0120-52213	15,457.00
140-0645-52212	\$2,500.00
140-0645-52213	\$465.00
143-0748-52214	\$2,700.00
144-0730-50111	\$16,269.00
144-0730-52213	\$1,500.00
160-0705-50114	457.00
160-0705-53321	\$3,463.00
161-0705-50111	15,635.00
167-0705-53315	2,003.00
167-0705-53315	\$3,737.00
388-0714-53321	\$5,000.00
388-0714-54413	\$14,500.00
513-0531-52215	\$8,793.00
513-0533-50111	200,826.00
513-0533-52212	30,000.00
513-0533-52213	10,000.00
513-0533-52215	10,000.00
513-0533-53315	75,000.00
513-0533-53321	75,000.00
513-0708-52211	\$2,000.00
513-0708-53311	\$5,583.00
513-0708-53315	\$10,000.00
514-0541-50111	\$5,623.00
514-0543-50111	234,703.00
514-0543-52213	12,000.00
514-0543-53315	75,000.00
514-0708-50111	\$13,691.00
514-0708-52213	\$1,000.00
574-0303-52213	500.00
574-0350-50111	61,570.00
574-0350-52213	11,000.00
574-0350-54412	\$29,863.00
574-0351-53311	1,000.00
574-0351-53313	1,000.00
574-0531-53322	36,814.00

574-0353-52215	1,480.00
574-0356-50111	44,908.00
574-0357-50111	18,218.00
574-0364-50111	7,496.00
574-0364-53313	5,000.00
676-0746-53315	36,651.00

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham/Lori Bowers

DATE: 9/6/2021

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. _____

CLERK OF COUNCIL/DATE

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

ORDINANCE NO. 150-21

**AN ORDINANCE AMENDING ORDINANCE NO. 217-20,
PASSED DECEMBER 14, 2020. (Amendments to 2021 Budget)**

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

SEC. 1: That Ordinance No. 217-20, passed December 14, 2020, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
575-0350-54420 (Ref. Ord. #26-21)	211,149.47 *
168-0705-56611 (Transfer 168 to 169)	38,806.23 *
143-0748-52214 (Repayment to JEDD Fund)	20,000.00 *
001-0707-56615 (Advance – TIF District)	3,047,180.00 *
201-0645-56611 (Transfer – TIF District)	3,047,180.00 *
001-0707-56615 (PY 20 CHIP Program)	700,000.00 *
138-0460-50111 (PY 20 CHIP Program)	22,280.00 *
138-0460-51121 (PY 20 CHIP Program)	3,000.00 *
138-0460-51126 (PY 20 CHIP Program)	3,000.00 *
138-0460-52214 (PY 20 CHIP Program)	4,000.00 *
138-0460-52215 (PY 20 CHIP Program)	205,000.00 *
138-0460-53311 (PY 20 CHIP Program)	4,000.00 *
138-0460-53315 (PY 20 CHIP Program)	4,000.00 *
139-0460-50111 (PY 20 CHIP Program)	48,720.00 *
139-0460-52215 (PY 20 CHIP Program)	406,000.00 *

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 151-21

**AN ORDINANCE AUTHORIZING THE FINANCE
DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.**

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund transfers:

- \$38,806.23 from the Case Management Fund (#168) to the Court Special Project Fund (#169). This transfer is part of the Judgment Entry dated June 14, 2017.
- \$3,047,180.00 from the TIF Fund (#201) to the General Fund (#001) to cover the TIF District expenses.

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 152-21

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund advances:

- \$\$245,280.00 from (#001) General Fund to (#138) CDBG-CHIP 2020 Grant Fund
- \$454,720.00 from (#001) General Fund to (#139) HOME-CHIP 2020 Grant Fund
- \$3,047,180.00 from (#001) General Fund to (#201) Downtown Redevelopment TIF Fund

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 153-21

AN ORDINANCE AMENDING RESOLUTION NO. 92-21, PASSED JUNE 14, 2021, SECTION 1, RELATIVE TO THE SMALL CITIES PY21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: Resolution No. 92-21, passed June 14, 2021 authorized the filing of an application for grant assistance from the Ohio Development Services Agency, Office of Housing and Community Development, in connection with the Small Cities PY21 Community Development Block Grant (CDBG) Program; and

WHEREAS: Section 1 of Resolution 92-21, passed June 14, 2021 currently reads in part as follows:

PY17 CDBG Allocation Grant

Activity No. 1	Code Enforcement	\$30,000
Activity No. 2	Public Service	\$40,500
Activity No. 3	Parks	\$70,000
Activity No. 5	Fair Housing	\$ 3,500
Activity No. 6	Administration	<u>\$ 6,000</u>
		\$150,000

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

SEC. 1: That Section 1 of Resolution 92-21, passed June 14, 2021, be amended to read in part as follows:

PY21 CDBG Allocation Grant

Activity No. 1	Code Enforcement	\$49,375
Activity No. 2	Public Service (Public Transit)	\$73,125
Activity No. 3	Machinery for Lawn Mowing Program	\$18,000
Activity No. 4	Fair Housing	\$ 3,500
Activity No. 5	Administration	<u>\$ 6,000</u>

\$150,000

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason it needs to be submitted before September 15, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 154-21

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

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

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

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

SEC. 1: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #26658 totaling \$5,389.32 to Wintrow Construction Corp. for the emergency Railroad Repair to the City railway from Account No. 145-0630-54411.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor