

FINANCE COMMITTEE AGENDA
November 13, 2023
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. Final Budget Review / Approval of 2024 and 5 Year Budget
3. 23-202-10/10 – Waiving Certain Uncollectible Utility Accounts
4. 23-215-10/23 – Management Agreement/Fixed Base Operation Lease/Settlement Agreement - City of Medina Airport
5. 23-216-11/13 – Budget Amendments
 - a. #2023-048
 - b. #2023-053
 - c. #2023-054
 - d. #2023-055
 - e. #2023-057
6. 23-217-11/13 – Rollover Outstanding Advances
7. 23-218-11/13 – Rollover Outstanding Advances – TIF Fund
8. 23-219-11/13 – Transfer Request
9. 23-220-11/13 – Advance Request
10. 23-221-11/13 – MOU w/ County EMA – Progress Drive Water Tower – Police
11. 23-222-11/13 – MOU Medina County Public Transit
12. 23-223-11/13 – Grant Application – OH Dept. of Development – Building Demolition
13. 23-224-11/13 – Purchase (3) 2023 Ford Explorers – Police
14. 23-225-11-13 – Job Creation Grant Payment for Carlisle Brake & Friction

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 23-215-10/23 – Management Agreement/Operation Lease/Settlement Agreement - Airport
- 23-216-11/13 – Budget Amendments
- 23-217-11/13 – Rollover Outstanding Advances
- 23-218-11/13 – Rollover Outstanding Advances – TIF Fund
- 23-219-11/13 – Fund Transfer Request
- 23-220-11/13 – Fund Advance Request
- 23-221-11/13 – MOU w/County EMA – Progress Drive Water Tower – Police
- 23-222-11/13 – MOU – Medina County Public Transit
- 23-223-11/13 – Grant Application – Building Demolition – OH Dept. of Development
- 23-224-11/13 – Purchase (3) 2023 Ford Explorers – Police
- 23-225-11/13 – Job Creation Grant Payment – Carlisle Brake & Friction
- 23-226-11/13 – Increase P.O. 23-1266 – Design2Wellness – MCRC
- 23-227-11/13 – Agreement w/ Cleveland Clinic Health & Fitness – MCRC
- 23-228-11/13 – Workout Room Upgrade
- 23-229-11/13 – Expenditure – Koppenberg Enterprises – Cemetery
- 23-230-11/13 – Increase P.O. 23-1671 – HSH Construction – Granger Rd. Emergency Repairs

11/13/23

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024.

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

SEC. 1: That to provide for the current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2024, the following appropriations are hereby authorized as follows:

That there is hereby appropriated from the General Fund:

001-0101 – Police Department

52215	Contractual Service	5,000.00
		5,000.00

001-0140 - Street Lighting

52212	Utilities/Communications	175,000.00
53322	Maintenance of Facilities	20,000.00
		195,000.00

001-0210 – Cemetery

50111	Straight Time	125,662.00
50112	Overtime	3,000.00
50114	Holiday Time	4,665.00
50115	Vacation	6,361.00
50116	Sick Time	4,241.00
50117	Longevity	828.00
51121	Employee Retirement	20,266.00
51122	Employee Hospitalization	51,806.00
51123	Workers' Compensation	4,343.00
51126	Medicare	2,099.00
51131	Uniform/Clothing Allowance	800.00
52212	Utilities/Communications	13,000.00
52213	Insurance/Taxes	1,500.00
52215	Contractual Services	7,500.00
52226	Professional Services	200.00
52232	Rental of Equipment	400.00
53311	Office Supplies	400.00
53313	Operating Supplies	6,000.00
53314	Gasoline and Oil	6,000.00
53315	Tools & Minor Equipment	2,500.00
53321	Maintenance of Equipment	21,800.00

53322	Maintenance of Facilities	5,000.00
54413	Equipment	6,500.00
54417	Vehicles	<u>7,500.00</u>
		302,371.00

001-0410 - Planning & Zoning

50111	Straight Time	110,131.00
50114	Holiday Time	5,409.00
50115	Vacation Time	7,376.00
50116	Sick Time	4,917.00
50141	Boards & Commissions	800.00
51121	Employee Retirement	18,009.00
51122	Employee Hospitalization	38,855.00
51123	Workers' Compensation	3,859.00
51126	Medicare	1,866.00
52211	Education and Travel	3,000.00
52212	Utilities and Communications	1,600.00
52213	Insurance and Taxes	800.00
52214	Advertising Expense	1,800.00
52215	Contractual Service	12,650.00
52226	Professional Services	3,000.00
53311	Office Supplies	750.00
53313	Operating Supplies	100.00
53314	Gasoline and Oil	1,000.00
53315	Tools and Minor Equipment	500.00
53321	Maintenance of Equipment	<u>5,350.00</u>
		221,772.00

001-0420 - Forestry/Shade Tree

50111	Straight Time	107,812.00
50112	Overtime	2,500.00
50114	Holiday Time	5,295.00
50115	Vacation	7,220.00
50116	Sick Time	4,813.00
50117	Longevity	324.00
51121	Employee Retirement	17,915.00
51122	Employee Hospitalization	36,401.00
51123	Workers' Compensation	3,839.00
51126	Medicare	1,856.00
51131	Uniform and Clothing Allowance	1,500.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	1,000.00
52213	Insurance/Taxes	1,000.00
52215	Contractual Services	5,959.00
52226	Professional Services	125.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	300.00

53313	Operating Supplies	4,000.00
53314	Gasoline and Oil	7,800.00
53315	Tools & Minor Equipment	3,500.00
53321	Maintenance of Equipment	16,000.00
54411	Land and Improvements	17,000.00
54417	Vehicles	<u>5,000.00</u>
		254,159.00

001-0430 – Building

50111	Straight Time	301,645.00
50114	Holiday Time	13,258.00
50115	Vacation	18,078.00
50116	Sick Time	12,052.00
50117	Longevity	1,152.00
51121	Employee Retirement	48,466.00
51122	Employee Hospitalization	70,139.00
51123	Workers' Compensation	10,386.00
51126	Medicare	5,020.00
51131	Clothing Allowance/Uniform	1,000.00
52211	Education/Travel	10,000.00
52212	Utilities/Communications	9,440.00
52213	Insurance/Taxes	15,000.00
52214	Advertising Expenses	200.00
52215	Contractual Service	7,160.00
52226	Professional Services	21,000.00
53311	Office Supplies	7,300.00
53313	Operating Supplies	800.00
53314	Gasoline & Oil	5,400.00
53315	Tools and Minor Equipment	4,000.00
53321	Maintenance of Equipment	10,500.00
54417	Vehicles	20,000.00
56612	Refunds	<u>750.00</u>
		592,746.00

Building Official's vehicle approved to go home.

001-0510 – Utility Rate Review Commission

50141	Board & Commissions	1,000.00
51121	Employee Retirement	140.00
51123	Workers' Compensation	30.00
51126	Medicare	<u>15.00</u>
		1,185.00

001-0701 – Council

50111	Straight Time	151,103.00
51121	Employee Retirement	21,155.00
51123	Workers' Compensation	4,534.00

51126	Medicare	2,191.00
51129	Misc. Personal Services	700.00
52211	Education and Travel	3,000.00
52212	Utilities and Communications	1,500.00
52213	Insurance/Taxes	3,273.00
52214	Advertising Expenses	8,000.00
52215	Contractual Service	5,000.00
53311	Office Supplies	3,200.00
53313	Operating Supplies	100.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>2,163.00</u>
		206,919.00

001-0702 – Mayor

50111	Straight Time	145,441.00
50114	Holiday Time	2,563.00
50115	Vacation Time	3,495.00
50116	Sick Time	2,330.00
50117	Longevity	324.00
51121	Employee Retirement	21,582.00
51122	Employee Hospitalization	51,806.00
51123	Workers' Compensation	4,625.00
51126	Medicare	2,236.00
52211	Education and Travel	1,800.00
52212	Utilities/Communications	2,500.00
52213	Insurance/Taxes	2,000.00
53311	Office Supplies	1,200.00
53315	Tools and Minor Equipment	800.00
53321	Maintenance of Equipment	<u>400.00</u>
		243,102.00

001-0703 – Finance

50111	Straight Time	247,825.00
50112	Overtime	32,500.00
50114	Holiday Time	8,575.00
50115	Vacation	11,693.00
50116	Sick Time	7,795.00
50117	Longevity	1,476.00
51121	Employee Retirement	43,381.00
51122	Employee Hospitalization	90,661.00
51123	Workers' Compensation	9,296.00
51126	Medicare	4,494.00
52211	Education/Travel	6,750.00
52212	Utilities/Communications	3,500.00
52213	Insurance/Taxes	3,200.00

52215	Contractual Services	46,500.00
53311	Office Supplies	9,500.00
53313	Operating Supplies	150.00
53315	Tools and Minor Equipment	4,750.00
53321	Maintenance of Equipment	<u>9,750.00</u>
		541,796.00

001-0704 – Law

50111	Straight Time	419,870.00
50114	Holiday Time	2,872.00
50115	Vacation	3,917.00
50116	Sick Time	2,611.00
50117	Longevity	324.00
51121	Employee Retirement	60,144.00
51122	Employee Hospitalization	41,782.00
51123	Workers' Compensation	12,888.00
51126	Medicare	6,230.00
52211	Education/Travel	8,500.00
52212	Utilities/Communications	8,250.00
52213	Insurance/Taxes	5,500.00
52215	Contractual Services	4,500.00
52225	Legal Services	52,500.00
53311	Office Supplies	6,000.00
53315	Tools and Minor Equipment	<u>3,900.00</u>
		639,788.00

001-0705 - Municipal Court

50111	Straight Time	922,613.00
50112	Overtime	8,000.00
50114	Holiday Time	50,367.00
50115	Vacation Time	80,129.00
50116	Sick Time	48,536.00
50117	Longevity	4,500.00
50119	Miscellaneous	5,000.00
50141	Boards & Commissions	3,000.00
51121	Employee Retirement	157,101.00
51122	Employee Hospitalization	316,955.00
51123	Workers' Compensation	33,665.00
51125	Insurance Benefits	1,500.00
51126	Medicare	16,272.00
51127	Muni Court SS FICA	350.00
51131	Uniform Allowance	5,000.00
52211	Education and Travel	8,000.00
52212	Utilities and Communications	50,000.00
52213	Insurance and Taxes	12,500.00

52214	Advertising Expense	500.00
52215	Contractual Service	10,000.00
52226	Professional Services	30,000.00
52234	Rental of Facilities	500.00
53311	Office Supplies	15,000.00
53313	Operating Supplies	10,000.00
53314	Gasoline and Oil	7,500.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	10,000.00
53322	Maintenance of Facilities	10,000.00
54417	Vehicles	<u>10,000.00</u>
		1,836,988.00

001-0707 - General Administration

51123	Workers' Compensation	5,000.00
52211	Education/Travel	21,000.00
52212	Utilities/Communications	26,000.00
52213	Insurance/Taxes	41,600.00
52214	Advertising Expense	1,000.00
52215	Contractual Services	155,000.00
52221	State Examiner	46,800.00
52222	County Auditor	32,200.00
52223	Election Expenses	13,600.00
52224	Engineering Services	1,500.00
52225	Legal Services	1,000.00
52226	Professional Services	36,900.00
52232	Rental of Equipment	2,700.00
52234	Rental of Facilities	500.00
53311	Office Supplies	15,000.00
53313	Operating Supplies	2,000.00
53315	Tools and Minor Equipment	5,000.00
53321	Maintenance of Equipment	22,500.00
53322	Maintenance of Facilities	1,500.00
54413	Equipment	17,000.00
56611	Transfers	<u>125,000.00</u>
		572,800.00

001-0708 - Cash Control

50111	Straight Time	17,764.00
50112	Overtime	725.00
50114	Holiday Time	651.00
50115	Vacation	976.00
50116	Sick Time	651.00
50117	Longevity	198.00
51121	Employee Retirement	2,936.00

51122	Employee Hospitalization	5,094.00
51123	Workers' Compensation	629.00
51126	Medicare	304.00
52211	Education/Travel	133.00
52212	Utilities/Communications	230.00
52213	Insurance/Taxes	296.00
52215	Contractual Services	5,100.00
52226	Professional Services	20.00
53311	Office Supplies	7,395.00
53313	Operating Supplies	18.00
53315	Tools and Minor Equipment	332.00
53321	Maintenance of Equipment	1,275.00
54413	Equipment	<u>400.00</u>
		45,127.00

001-0710 – Clerk Municipal Court

50111	Straight Time	555,678.00
50112	Overtime	5,000.00
50114	Holiday Time	19,317.00
50115	Vacation Time	28,976.00
50116	Sick Time	19,317.00
50117	Longevity	4,356.00
51121	Employee Retirement	88,571.00
51122	Employee Hospitalization	192,293.00
51123	Workers' Compensation	18,980.00
51126	Medicare	9,174.00
52211	Education and Travel	3,300.00
52213	Insurance and Taxes	5,473.00
52215	Contractual Service	28,000.00
52232	Rental of Equipment	7,600.00
53311	Office Supplies	76,000.00
53315	Tools and Minor Equipment	650.00
53321	Maintenance of Equipment	2,700.00
56612	Refunds	<u>300.00</u>
		1,065,685.00

001-0711 - Income Tax

52214	Advertising Expense	600.00
52215	Contractual Service	<u>700,000.00</u>
		700,600.00

001-0723 - Civil Service

50111	Straight Time	64,489.00
50112	Overtime	2,500.00

50114	Holiday Time	3,167.00
50115	Vacation	4,319.00
50116	Sick Time	2,879.00
50117	Longevity	1,080.00
50141	Boards & Commissions	1,950.00
51121	Employee Retirement	11,254.00
51122	Employee Hospitalization	5,381.00
51123	Workers' Compensation	2,412.00
51126	Medicare	1,166.00
51127	Social Security	125.00
52211	Education and Travel	250.00
52212	Utilities/Communications	1,000.00
52213	Insurance/Taxes	1,200.00
52214	Advertising Expenses	14,750.00
52215	Contractual Services	10,250.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	50.00
53315	Tools and Minor Equipment	500.00
53321	Maintenance of Equipment	<u>500.00</u>
		131,222.00

001-0741 - Service Director

50111	Straight Time	113,491.00
50114	Holiday Time	5,574.00
50115	Vacation	7,600.00
50116	Sick Time	5,067.00
50117	Longevity	1,080.00
51121	Employee Retirement	18,594.00
51122	Employee Hospitalization	25,903.00
51123	Workers' Compensation	3,985.00
51126	Medicare	1,926.00
52211	Education and Travel	600.00
52212	Utilities/Communications	3,570.00
52213	Insurance/Taxes	2,200.00
52214	Advertising Expenses	150.00
52215	Contractual Services	3,500.00
52226	Professional Services	150.00
53311	Office Supplies	3,000.00
53314	Gasoline and Oil	4,000.00
53315	Tools and Minor Equipment	2,000.00
53321	Maintenance of Equipment	<u>2,200.00</u>
		204,590.00

Service Director's vehicle approved to go home.

001-0742 – Engineering

50111	Straight Time	363,342.00
50112	Overtime	3,248.00
50114	Holiday Time	15,991.00
50115	Vacation	21,805.00
50116	Sick Time	14,538.00
50117	Longevity	2,160.00
51121	Employee Retirement	58,952.00
51122	Employee Hospitalization	83,090.00
51123	Workers' Compensation	12,633.00
51126	Medicare	6,106.00
51131	Uniform and Clothing Allowance	700.00
52211	Education/Travel	3,000.00
52212	Utilities/Communications	6,000.00
52213	Insurance/Taxes	5,500.00
52214	Advertising Expenses	300.00
52215	Contractual Services	15,000.00
52224	Engineering Services	3,000.00
52226	Professional Services	5,000.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	10,500.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	4,000.00
		<u>641,365.00</u>

001-0743 - Maintenance of Public Buildings

50111	Straight Time	67,889.00
50112	Overtime	4,500.00
50114	Holiday Time	3,334.00
50115	Vacation	4,547.00
50116	Sick Time	3,031.00
51121	Employee Retirement	11,663.00
51122	Employee Hospitalization	38,855.00
51123	Workers' Compensation	2,500.00
51126	Medicare	1,208.00
52212	Utilities/Communications	160,000.00
52213	Insurance/Taxes	4,850.00
52214	Advertising Expense	325.00
52215	Contractual Service	6,500.00
52226	Professional Services	250.00
52232	Rental of Equipment	500.00
53313	Operating Supplies	20,500.00

53322	Maintenance of Facilities	20,000.00
54414	Street Resurfacing/Maintenance	<u>20,000.00</u>
		370,452.00

001-0748 - Economic Development

50111	Straight Time	137,392.00
50114	Holiday Time	6,748.00
50115	Vacation Time	9,201.00
50116	Sick Time	6,134.00
50117	Longevity	900.00
50119	Miscellaneous	27,796.00
51121	Employee Retirement	26,344.00
51122	Employee Hospitalization	21,260.00
51123	Workers' Compensation	5,646.00
51126	Medicare	2,729.00
51129	Misc. Personal Services	1,000.00
52211	Education & Travel	12,000.00
52212	Utilities/Communications	2,000.00
52213	Insurance/Taxes	2,400.00
52214	Advertising Expense	12,000.00
52215	Contractual Services	7,000.00
52225	Legal Services	5,000.00
53311	Office Supplies	1,500.00
53315	Tools and Minor Equipment	<u>2,000.00</u>
		289,050.00

001-0749 - Grants for Economic Development

56630	Economic Development Grants	<u>139,008.00</u>
		139,008.00

GRAND TOTAL GENERAL FUND: \$9,200,725.00

SEC. 2: That there is hereby appropriated from the Street M&R Fund:

102-0145 - Traffic Control

50111	Straight Time	37,557.00
50112	Overtime	1,344.00
51121	Employee Retirement	5,447.00
51123	Workers' Compensation	1,168.00
51126	Medicare	565.00
52212	Utilities/Communications	41,000.00
53311	Office Supplies	125.00
53313	Operating Supplies	3,150.00
53315	Tools and Minor Equipment	300.00

53321	Maintenance of Equipment	7,500.00
53322	Maintenance of Facilities`	<u>13,000.00</u>
		111,156.00

102-0190 – Weigh Station

52212	Utilities and Communications	3,000.00
52215	Contractual Service	<u>1,500.00</u>
		4,500.00

102-0545 - Leaf Program

50111	Straight Time	85,806.00
50112	Overtime	4,246.00
51121	Employee Retirement	12,608.00
51123	Workers' Compensation	2,702.00
51126	Medicare	1,306.00
52212	Utilities and Communications	500.00
52213	Insurance and Taxes	200.00
53311	Office Supplies	125.00
53313	Operating Supplies	110.00
53315	Tools and Minor Equipment	325.00
53321	Maintenance of Equipment	<u>12,500.00</u>
		120,428.00

102-0610 - Street Maintenance and Repair

50111	Straight Time	242,951.00
50112	Overtime	21,595.00
50114	Holiday Time	28,370.00
50115	Vacation	38,686.00
50116	Sick Time	25,791.00
50117	Longevity	5,040.00
51121	Employee Retirement	50,741.00
51122	Employee Hospitalization	182,269.00
51123	Workers' Compensation	10,873.00
51126	Medicare	5,256.00
51131	Uniform Allowance	3,500.00
52211	Education and Travel	220.00
52212	Utilities/Communications	3,500.00
52214	Advertising Expense	51.00
52215	Contractual Service	1,100.00
52226	Professional Services	525.00
53311	Office Supplies	510.00
53313	Operating Supplies	1,938.00
53314	Gasoline and Oil	65,000.00

53315	Tools and Minor Equipment	1,020.00
53321	Maintenance of Equipment	27,500.00
53322	Maintenance of Facilities	3,060.00
54414	Street Resurfacing/Maintenance	<u>12,000.00</u>
		731,496.00

Street Superintendent's vehicle authorized to go home.

102-0615 - Street Cleaning

50111	Straight Time	65,538.00
50112	Overtime	29,693.00
51121	Employee Retirement	13,333.00
51123	Workers' Compensation	2,857.00
51126	Medicare	1,381.00
53311	Office Supplies	125.00
53312	Chemicals	220,000.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	<u>122,500.00</u>
		456,927.00

102-0620 - Storm Sewer Maintenance

50111	Straight Time	190,079.00
50112	Overtime	4,389.00
51121	Employee Retirement	27,226.00
51123	Workers' Compensation	5,835.00
51126	Medicare	2,820.00
52213	Insurance and Taxes	1,400.00
52215	Contractual Service	40,000.00
53313	Operating Supplies	5,500.00
53315	Tools and Minor Equipment	525.00
53321	Maintenance of Equipment	27,500.00
53322	Maintenance of Facilities	<u>45,000.00</u>
		350,274.00

GRAND TOTAL STREET M & R FUND: \$1,774,781.00

SEC. 3: That there is hereby appropriated from the State Highway Fund:

103-0610 - Street Maintenance

50111	Straight Time	28,328.00
50112	Overtime	6,722.00
51121	Employee Retirement	4,907.00
51123	Workers' Compensation	1,052.00
51126	Medicare	509.00

53312	Chemicals (Salt)	<u>65,000.00</u>
		106,518.00

GRAND TOTAL STATE HIGHWAY FUND: \$106,518.00

SEC. 4: That there is hereby appropriated from the Parks & Recreation Fund:

104-0301 - Park Maintenance

50111	Straight	511,438.00
50112	Overtime	10,000.00
50114	Holiday Time	11,818.00
50115	Vacation	16,116.00
50116	Sick Time	10,744.00
50117	Longevity	2,556.00
51121	Employee Retirement	78,775.00
51122	Employee Hospitalization	67,685.00
51123	Workers' Compensation	16,881.00
51126	Medicare	8,159.00
51131	Uniform and Clothing Allowance	3,400.00
52211	Travel and Education	2,000.00
52212	Utilities/Communications	30,000.00
52213	Insurance/Taxes	9,000.00
52214	Advertising Expenses	50.00
52215	Contractual Services	52,420.00
52224	Engineering Services	1,500.00
52226	Professional Services	1,000.00
52232	Rental of Equipment	1,500.00
52234	Rental of Facilities	6,000.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	32,272.00
53314	Gasoline and Oil	28,000.00
53315	Tools and Minor Equipment	9,000.00
53321	Maintenance of Equipment	28,000.00
53322	Maintenance of Facilities	30,000.00
54412	Building and Structures	5,000.00
54413	Equipment	5,000.00
54417	Vehicles	25,000.00
56612	Refunds	<u>400.00</u>
		1,004,714.00

Parks Director's vehicle and Superintendent approved to go home.

104-0303 - Splashpads

50111	Straight Time	8,638.00
50112	Overtime	200.00

51121	Employee Retirement	1,238.00
51123	Workers' Compensation	266.00
51126	Medicare	129.00
52212	Utilities and Communication	3,000.00
52213	Insurance and Taxes	200.00
52215	Contractual Services	3,920.00
53312	Chemicals	2,000.00
53313	Operating Supplies	10,272.00
53315	Tools and Minor Equipment	150.00
53321	Maintenance of Equipment	3,000.00
53322	Maintenance of Facilities	<u>2,000.00</u>
		35,013.00

104-0305 - Uptown Park

50111	Straight Time	22,369.00
50112	Overtime	4,856.00
51121	Employee Retirement	3,812.00
51123	Workers' Compensation	817.00
51126	Medicare	395.00
52212	Utilities and Communications	3,200.00
52213	Insurance and Taxes	150.00
52215	Contractual Services	14,700.00
53313	Operating Supplies	18,272.00
53322	Maintenance of Facilities	<u>4,000.00</u>
		72,571.00

104-0309 - Sport Field Maintenance

50111	Straight Time	40,904.00
50112	Overtime	3,400.00
51121	Employee Retirement	6,203.00
51123	Workers' Compensation	1,330.00
51126	Medicare	643.00
52212	Utilities and Communications	22,000.00
52232	Rental of Equipment	1,000.00
52234	Rental of Facilities	1,000.00
53313	Operating Supplies	31,272.00
53321	Maintenance of Equipment	16,000.00
53322	Maintenance of Facilities	10,000.00
54411	Land and Improvements	8,000.00
54412	Building and Structures	20,000.00
54413	Equipment	<u>12,000.00</u>
		173,752.00

GRAND TOTAL PARKS & RECREATION FUND:

\$1,286,050.00

SEC. 5: That there is hereby appropriated from the Local License Fee Fund:

105-0610 - Street Maintenance/Repair

52213	Insurance and Taxes	1,050.00
54417	Vehicles	<u>275,000.00</u>
		276,050.00

GRAND TOTAL LOCAL LICENSE FEE FUND: \$276,050.00

SEC. 6: That there is hereby appropriated from the Police Special Fund:

106-0101- Police

50111	Straight Time	3,424,101.00
50112	Overtime	280,000.00
50114	Holiday Time	157,907.00
50115	Vacation	215,327.00
50116	Sick Time	143,552.00
50117	Longevity	22,968.00
50118	Shift Premium	23,000.00
50119	Miscellaneous	204,417.00
51121	Employee Retirement	37,873.00
51122	Employee Hospitalization	680,252.00
51123	Workers' Compensation	134,139.00
51126	Medicare	64,834.00
51131	Uniform/Clothing Allowance	70,000.00
52211	Education/Travel	60,000.00
52212	Utilities/Communications	12,000.00
52213	Insurance/Taxes	32,000.00
52215	Contractual Services	5,000.00
52226	Professional Services	20,000.00
53311	Office Supplies	10,000.00
53313	Operating Supplies	15,000.00
53314	Gasoline and Oil	78,000.00
53315	Tools & Minor Equipment	60,000.00
53321	Maintenance of Equipment	95,000.00
53322	Maintenance of Facilities	20,000.00
54413	Equipment	42,000.00
54417	Vehicles	<u>105,000.00</u>
		6,012,370.00

106-0102- Police Communications

50111	Straight Time	663,681.00
50112	Overtime	48,000.00

50114	Holiday Time	32,592.00
50115	Vacation	44,443.00
50116	Sick Time	29,629.00
50117	Longevity	5,364.00
50118	Shift Premium	10,000.00
50119	Miscellaneous	21,336.00
51121	Employee Retirement	119,707.00
51122	Employee Hospitalization	200,548.00
51123	Workers' Compensation	25,652.00
51126	Medicare	12,399.00
51131	Uniform/Clothing Allowance	20,000.00
52211	Education/Travel	10,000.00
52212	Utilities/Communications	40,000.00
52213	Insurance/Taxes	10,000.00
52215	Contractual Service	70,000.00
52226	Professional Services	10,000.00
53311	Office Supplies	8,000.00
53313	Operating Supplies	1,500.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	20,000.00
54413	Equipment	<u>60,000.00</u>
		1,472,851.00

106-0103 - Special Police Unit

51123	Workers' Compensation	1,000.00
51131	Uniform/Clothing Allowance	10,000.00
52211	Education/Travel	1,000.00
52213	Insurance and Taxes	<u>1,000.00</u>
		13,000.00

GRAND TOTAL POLICE SPECIAL FUND: \$7,498,221.00

SEC. 7: That there is hereby appropriated from the Fire Special Fund:

107-0110 - Fire Special

50111	Straight Time	800,322.00
50112	Overtime	12,000.00
50114	Holiday Time	11,561.00
50115	Vacation	15,764.00
50116	Sick Time	10,509.00
50117	Longevity	1,080.00
50119	Miscellaneous	20,369.00
51121	Employee Retirement	122,025.00
51122	Employee Hospitalization	77,709.00

51123	Workers' Compensation	26,149.00
51126	Medicare	12,639.00
51131	Uniform and Clothing Allowance	10,000.00
52211	Travel and Education	20,000.00
52212	Utilities/Communications	48,000.00
52213	Insurance/Taxes	15,000.00
52215	Contractual Services	40,000.00
52226	Professional Services	12,000.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	22,000.00
53314	Gasoline and Oil	25,000.00
53315	Tools and Minor Equipment	20,000.00
53321	Maintenance of Equipment	78,000.00
53322	Maintenance of Facilities	25,000.00
54413	Equipment	<u>20,000.00</u>
		1,448,127.00

Fire Chief & Assistant Fire Chief vehicles approved to go home.

GRAND TOTAL FIRE SPECIAL FUND: \$1,448,127.00

SEC. 8: That there is hereby appropriated from the Street M & R Special Fund:

108-0610 – Street Maintenance

54411	Land and Improvements	<u>2,211,000.00</u>
		2,211,000.00

108-0808 – Debt Service

55511	Payment of Principal	814,450.00
55512	Payment of Interest	<u>344,100.00</u>
		1,158,550.00

GRAND TOTAL STREET M & R SPECIAL FUND: \$3,369,550.00

SEC. 9: That there is hereby appropriated from the County Local License Fee Fund:

115-0610 - Street Maintenance/Repair

53313	Operating Supplies	40,000.00
53315	Tools and Minor Equipment	12,000.00
53321	Maintenance of Equipment	<u>17,500.00</u>
		69,500.00

GRAND TOTAL COUNTY LOCAL LICENSE FEE FUND: \$69,500.00

SEC. 9: That there is hereby appropriated from the Police & Fire Disability/Pension Fund:

126-0120 - Police & Fire Pension

51121	Employee Retirement	805,000.00
52213	Insurance and Taxes	3,500.00
52215	Contractual Service	1,000.00
52222	County Auditor/Treasurer	<u>15,000.00</u>
		824,500.00

GRAND TOTAL POLICE & FIRE DISABILITY/PENSION FUND: \$824,500.00

SEC. 10: That there is hereby appropriated from the Emergency Medical Service Fund:

135-0130 - Emergency Medical Service

52212	Utilities and Communications	950.00
52215	Contractual Service	1,600,000.00
52222	County Auditor/Treasurer	<u>27,500.00</u>
		1,628,450.00

GRAND TOTAL EMERGENCY MEDICAL SERVICE FUND: \$1,628,450.00

SEC. 11: That there is hereby appropriated from the Parking Fund:

140-0640 - On Street Meters

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	<u>107.00</u>
		8,729.00

140-0641 - OPNB Lot #1

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	107.00
52234	Rental of Facilities	<u>19,725.00</u>
		28,454.00

140-0642 – City Hall Parking Deck

52212	Utilities and Communications	<u>10,000.00</u>
		10,000.00

140-0643 - Feckley Lot #3

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	<u>107.00</u>
		8,729.00

140-0644 - Town Square Commons Lot #4

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	107.00
52234	Rental of Facilities	<u>8,400.00</u>
		17,129.00

140-0645 – Parking Deck

50111	Straight Time	2,111.00
50112	Overtime	373.00
51121	Employee Retirement	348.00
51123	Workers' Compensation	75.00
51126	Medicare	37.00
52212	Utilities and Communications	10,000.00
52213	Insurance and Taxes	700.00
53313	Operating Supplies	1,000.00
53322	Maintenance of Facility	<u>2,000.00</u>
		16,644.00

GRAND TOTAL PARKING FUND: \$89,685.00

SEC. 12: That there is hereby appropriated from the Medina Square Christmas Lighting Fund:

141-0310 – Medina Square Christmas Lighting

53313	Operating Supplies	<u>11,500.00</u>
		11,500.00

GRAND TOTAL MEDINA SQUARE CHRISTMAS LIGHTING TOTAL: \$11,500.00

SEC. 13: That there hereby appropriated from the Economic Development Fund:

143-0748 – Economic Development Fund

50111	Straight Time	22,925.00
50114	Holiday Time	1,126.00
50115	Vacation Time	1,536.00
50116	Sick Time	1,024.00
50117	Longevity	324.00
51121	Employee Retirement	3,771.00
51122	Employee Hospitalization	2,691.00
51123	Workers' Compensation	809.00
51126	Medicare	391.00
52215	Contractual Service	<u>30,000.00</u>
		64,597.00

GRAND TOTAL ECONOMIC DEVELOPMENT FUND: \$64,597.00

SEC. 14: That there is hereby appropriated from the Cable TV Fund:

144-0730 - Cable TV Fund

50111	Straight Time	263,252.00
50112	Overtime	10,000.00
50114	Holiday Time	11,035.00
50115	Vacation Time	15,047.00
50116	Sick Time	10,032.00
50117	Longevity	2,484.00
51121	Employee Retirement	43,659.00
51122	Employee Hospitalization	77,709.00
51123	Workers' Compensation	9,356.00
51126	Medicare	4,522.00
52211	Education and Travel	250.00
52212	Utilities and Communications	3,500.00
52213	Insurance and Taxes	2,500.00
52215	Contractual Service	15,000.00
52226	Professional Services	250.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	2,000.00
53314	Gasoline and Oil	250.00
53315	Tools and Equipment	10,000.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		482,846.00

GRAND TOTAL CABLE TV FUND: \$482,846.00

SEC. 15: That there is hereby appropriated from the Railroad Renovation Fund:

145-0630 – Railroad Renovation Fund

50111	Straight Time	11,869.00
51121	Employee Retirement	1,662.00
51123	Workers' Compensation	357.00
51126	Medicare	173.00
52212	Utilities and Communications	3,500.00
52213	Insurance and Taxes	20,000.00
52215	Contractual Service	35,000.00
54411	Land and Improvements	<u>17,441.00</u>
		90,002.00

GRAND TOTAL RAILROAD FUND: \$ 90,002.00

SEC. 16: That there is hereby appropriated from the Pre-Trial Drug Testing Fund:

157-0705 – Pre-Trial Drug Testing Fund

52226	Professional Services	2,000.00
53313	Operating Supplies	1,500.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		4,500.00

GRAND TOTAL PRE-TRIAL DRUG TESTING FUND: \$ 4,500.00

SEC. 17: That there is hereby appropriated from the Presentence Investigations Fund:

159-0705 – Presentence Investigations Fund

50111	Straight Time	9,679.00
50114	Holiday Time	476.00
50115	Vacation Time	649.00
50116	Sick Time	433.00
51121	Employee Retirement	1,574.00
51122	Employee Hospitalization	5,181.00
51123	Workers' Compensation	338.00
51125	Insurance Benefits	63.00
51126	Medicare	163.00
52211	Education and Travel	1,500.00
52215	Contractual Service	1,000.00
52226	Professional Services	2,500.00
53313	Operating Supplies	1,000.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		27,056.00

GRAND TOTAL PRESENTENCE INVESTIGATIONS FUND: \$27,056.00

SEC. 18: That there is hereby appropriated from the Computer Legal Research Fund:

160-0705 - Municipal Court Computer Legal Research

50111	Straight Time	14,486.00
50114	Holiday Time	712.00
50115	Vacation Time	970.00
50116	Sick Time	647.00
51121	Employee Retirement	2,355.00
51122	Employee Hospitalization	6,476.00
51123	Workers' Compensation	505.00
51126	Medicare	244.00
53315	Tools and Minor Equipment	<u>10,000.00</u>
		36,395.00

GRAND TOTAL COMPUTER LEGAL RESEARCH FUND: \$36,395.00

SEC. 19: That there is hereby appropriated from the Municipal Court Probation Service Fund:

161-0705 - Municipal Court Probation Service

50111	Straight Time	77,930.00
51121	Employee Retirement	10,911.00
51123	Workers' Compensation	2,338.00
51126	Medicare	1,130.00
51131	Uniform Allowance	1,500.00
52211	Education and Travel	3,000.00
52226	Professional Services	12,000.00
53315	Tools and Minor Equipment	<u>2,000.00</u>
		110,809.00

GRAND TOTAL MUNICIPAL COURT PROBATION SERVICE FUND: \$110,809.00

SEC. 20: That there is hereby appropriated from the Community Service Fee Fund:

164-0705 - Community Service Fee Fund

52213	Insurance and Taxes	<u>1,500.00</u>
		1,500.00

GRAND TOTAL COMMUNITY SERVICE FEE FUND: \$1,500.00

SEC. 21: That there is hereby appropriated from the Indigent Driver Alcohol Treatment Fund:

165-0705 - Municipal Court Indigent Driver

52215	Contractual Service	<u>70,000.00</u>
		70,000.00
GRAND TOTAL INDIGENT DRIVER FUND:		\$ 70,000.00

SEC. 22: That there is hereby appropriated from the Indigent Driver Interlock Monitoring Fund:

166-0705 – Municipal Court Indigent Driver Interlock Monitoring

52226	Professional Services	<u>30,000.00</u>
		30,000.00
GRAND TOTAL MUNICIPAL COURT INDIGENT DRIVER INTERLOCK MONITORING FUND:		\$ 30,000.00

SEC. 23: That there is hereby appropriated from the Municipal Court Clerk Computer Fund:

167-0705 - Municipal Court Clerk Computer

50111	Straight Time	43,475.00
50114	Holiday Time	2,135.00
50115	Vacation Time	2,912.00
50116	Sick Time	1,941.00
51121	Employee Retirement	7,065.00
51122	Employee Hospitalization	19,428.00
51123	Workers' Compensation	1,514.00
51126	Medicare	732.00
52215	Contractual Service	35,000.00
53315	Tools and Minor Equipment	7,000.00
53321	Maintenance of Equipment	<u>10,000.00</u>
		131,202.00
GRAND TOTAL COURT CLERK FUND:		\$131,202.00

SEC. 24: That there is hereby appropriated from the Court Case Management Fund:

168-0705 – Court Case Management

52215	Contractual Services	35,000.00
53315	Tools and Minor Equipment	<u>12,000.00</u>
		47,000.00
GRAND TOTAL COURT CASE MANAGEMENT FUND:		\$47,000.00

SEC. 25: That there is hereby appropriated from the Court Special Projects Fund:

169-0705 – Court Special Projects

52234	Rental of Facilities	<u>200,000.00</u>
		200,000.00

GRAND TOTAL COURT SPECIAL PROJECTS FUND: \$200,000.00

SEC. 26: That there is hereby appropriated from the General Purpose Capital Fund:

301-0707 – General Purpose Capital

55511	Payment of Principal	200,000.00
55512	Payment of Interest	<u>45,588.00</u>
		245,588.00

GRAND TOTAL GENERAL PURPOSE CAPITAL FUND: \$ 245,588.00

SEC. 27: That there is hereby appropriated from the Fire Capital Replacement Fund:

307-0110 – Fire Capital Replacement

54413	Equipment	<u>40,000.00</u>
		40,000.00

GRAND TOTAL FIRE CAPITAL REPLACEMENT FUND: \$ 40,000.00

SEC. 28: That there is hereby appropriated from the Computer/Electronic Technology Fund:

388-0714 – Computer/Electronic Technology

53315	Tools and Minor Equipment	52,000.00
54413	Equipment	<u>175,000.00</u>
		227,000.00

GRAND TOTAL COMPUTER/ELECTRONIC TECHNOLOGY FUND: \$227,000.00

SEC. 29: That there is hereby appropriated from the Special Assess Projects Fund:

428-0201 – Weed Control

52215	Contractual Service	10,000.00
52222	County Auditor/Treasurer	150.00

52226	Professional Services	<u>500.00</u>
		10,650.00

GRAND TOTAL SPECIAL ASSESS PROJECTS FUND: \$10,650.00

SEC. 30: That there is hereby appropriated from the Water Fund:

513-0531 - Water Office

50111	Straight Time	71,181.00
50112	Overtime	2,000.00
50114	Holiday Time	2,293.00
50115	Vacation	3,127.00
50116	Sick Time	2,085.00
50117	Longevity	576.00
51121	Employee Retirement	11,377.00
51122	Employee Hospitalization	25,903.00
51123	Workers' Compensation	2,438.00
51126	Medicare	1,179.00
53315	Tools & Minor Equipment	100.00
53321	Maintenance of Equipment	6,000.00
56612	Refunds	<u>4,000.00</u>
		132,259.00

513-0533 - Water Treatment Plant

50111	Straight Time	578,538.00
50112	Overtime	118,000.00
50114	Holiday Time	28,411.00
50115	Vacation	38,742.00
50116	Sick Time	25,828.00
50117	Longevity	5,796.00
51121	Employee Retirement	111,345.00
51122	Employee Hospitalization	233,601.00
51123	Workers' Compensation	23,860.00
51126	Medicare	11,533.00
51131	Uniform/Clothing Allowance	5,000.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	2,900,000.00
52213	Insurance and Taxes	15,000.00
52214	Advertising Expense	200.00
52215	Contractual Services	43,000.00
52226	Professional Services	250.00
52232	Rental of Equipment	10,000.00
53311	Office Supplies	1,200.00
53312	Chemicals	1,200.00
53313	Operating Supplies	275,000.00

53314	Gasoline and Oil	24,000.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	35,000.00
53322	Maintenance of Facilities	50,000.00
54412	Building and Structures	280,000.00
54414	Street Resurfacing/Maintenance	40,000.00
54417	Vehicles	40,000.00
54418	Water System Maintenance	<u>12,000.00</u>
		4,919,504.00

One (1) vehicle authorized to go home.

513-0708 – Water-Cash Control

50111	Straight Time	87,040.00
50112	Overtime	3,350.00
50114	Holiday Time	3,187.00
50115	Vacation Time	4,779.00
50116	Sick Time	3,187.00
50117	Longevity	971.00
51121	Employee Retirement	14,352.00
51122	Employee Hospitalization	29,452.00
51123	Workers' Compensation	3,076.00
51126	Medicare	1,487.00
52211	Education and Travel	680.00
52212	Utilities and Communications	1,300.00
52213	Insurance and Taxes	1,560.00
52215	Contractual Service	20,400.00
52226	Professional Services	99.00
53311	Office Supplies	39,015.00
53313	Operating Supplies	104.00
53315	Tools and Minor Equipment	1,695.00
53321	Maintenance of Equipment	6,350.00
54413	Equipment	<u>1,980.00</u>
		224,064.00

GRAND TOTAL WATER FUND: \$5,275,827.00

SEC. 31: That there is hereby appropriated from the Sanitation Fund:

514-0541 - Sanitation Office

50111	Straight Time	47,550.00
51121	Employee Retirement	6,657.00
51123	Workers' Compensation	1,427.00
51126	Medicare	690.00
52212	Utilities and Communications	300.00
52213	Insurance and Taxes	400.00

52215	Contractual Service	3,000.00
53311	Office Supplies	500.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	3,500.00
56612	Refunds	<u>1,000.00</u>
		66,024.00

514-0543 - Sanitation Collection

50111	Straight Time	970,542.00
50112	Overtime	77,000.00
50114	Holiday Time	40,058.00
50115	Vacation	54,624.00
50116	Sick Time	36,416.00
50117	Longevity	9,180.00
51121	Employee Retirement	166,295.00
51122	Employee Hospitalization	246,037.00
51123	Workers' Compensation	35,635.00
51126	Medicare	17,224.00
51131	Uniform and Clothing Allowance	8,950.00
52212	Utilities and Communications	4,200.00
52213	Insurance and Taxes	22,000.00
52215	Contractual Services	1,350,000.00
52226	Professional services	1,000.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	175,000.00
53315	Tools & Minor Equipment	40,000.00
53321	Maintenance of Equipment	290,000.00
53322	Maintenance of Facilities	1,500.00
54417	Vehicles	<u>395,000.00</u>
		3,945,161.00

514-0708 - Utility Billing

50111	Straight Time	72,829.00
50112	Overtime	2,740.00
50114	Holiday Time	2,667.00
50115	Vacation Time	3,999.00
50116	Sick Time	2,667.00
50117	Longevity	812.00
51121	Employee Retirement	12,000.00
51122	Employee Hospitalization	24,682.00
51123	Workers' Compensation	2,572.00
51126	Medicare	1,243.00
52211	Education and Travel	561.00
52212	Utilities and Communications	1,082.00
52213	Insurance and Taxes	1,367.00

52215	Contractual Service	17,850.00
52226	Professional Services	94.00
53311	Office Supplies	32,722.00
53313	Operating Supplies	86.00
53315	Tools and Minor Equipment	1,357.00
53321	Maintenance of Equipment	5,233.00
54413	Equipment	<u>1,683.00</u>
		188,246.00

GRAND TOTAL SANITATION FUND: \$ 4,199,431.00

SEC. 32: That there is hereby appropriated from the Water Capital Improvement Fund:

546-0530 - Water Capital Improvements

55511	Payment of Principal	415,000.00
55512	Payment of Interest	<u>37,950.00</u>
		452,950.00

GRAND TOTAL WATER CAPITAL IMPROVEMENT FUND: \$ 452,950.00

SEC. 33: That there is hereby appropriated from the Municipal Airport Fund:

547-0650 - Municipal Airport

52212	Contractual Services	1,000.00
52213	Insurance and Taxes	12,500.00
52215	Contractual Service	2,000.00
53314	Gasoline and Oil	<u>105,000.00</u>
		120,500.00

547-0656 – Municipal Airport FY02-07-12-17

54411	Land and Improvements	<u>15,000.00</u>
		15,000.00

GRAND TOTAL MUNICIPAL AIRPORT FUND: \$135,500.00

SEC. 34: That there is hereby appropriated from the Rec. Center Administration Fund:

574-0303 – Municipal Pool

50111	Straight Time	62,551.00
51121	Employee Retirement	8,758.00
51123	Workers' Compensation	1,877.00
51126	Medicare	907.00
51131	Uniform Allowance	300.00

52211	Education and Travel	200.00
52212	Utilities and Communications	14,000.00
52213	Insurance and Taxes	1,200.00
52215	Contractual Service	800.00
52226	Professional Services	350.00
53311	Office Supplies	200.00
53312	Chemicals	10,000.00
53313	Operating Supplies	7,500.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	1,000.00
53322	Maintenance of Facilities	<u>2,000.00</u>
		113,143.00

574-0350 – Administration

50111	Straight Time	384,265.00
50112	Overtime	5,000.00
50114	Holiday Time	17,509.00
50115	Vacation	23,876.00
50116	Sick Time	15,918.00
50117	Longevity	2,808.00
51121	Employee Retirement	62,913.00
51122	Employee Hospitalization	84,764.00
51123	Workers' Compensation	13,482.00
51126	Medicare	6,516.00
51131	Uniform Allowance	1,200.00
52211	Education/Travel	1,000.00
52212	Utilities/Communications	150,000.00
52213	Insurance/Taxes	8,000.00
52214	Advertising Expense	20,000.00
52215	Contractual Services	50,600.00
52226	Professional Services	2,700.00
53311	Office Supplies	4,000.00
53313	Operating Supplies	2,500.00
53315	Tools & Minor Equipment	10,000.00
53321	Maintenance of Equipment	10,000.00
56611	Transfers	<u>130,000.00</u>
		1,007,051.00

574-0351 – Facilities

50111	Straight Time	222,783.00
51121	Employee Retirement	31,190.00
51123	Workers' Compensation	6,684.00
51126	Medicare	3,231.00
52213	Insurance and Taxes	1,000.00
52215	Contractual Service	12,650.00

53311	Office Supplies	300.00
53313	Operating Supplies	7,400.00
53315	Tools & Minor Equipment	35,000.00
53321	Maintenance of Equipment	14,000.00
53322	Maintenance of Facility	<u>230,000.00</u>
		564,238.00
		22,521.00

574-0353 – Café

52213	Insurance and Taxes	400.00
52215	Contractual Services	600.00
53313	Operating Supplies	3,500.00
53315	Tools and Minor Equipment	200.00
53321	Maintenance of Equipment	<u>100.00</u>
		4,800.00

574-0356 – Aquatics

50111	Straight Time	326,099.00
51121	Employee Retirement	45,654.00
51123	Workers' Compensation	9,783.00
51126	Medicare	4,729.00
51131	Uniform Allowance	800.00
52211	Education/Travel	500.00
52215	Contractual Services	9,000.00
53312	Chemicals	40,000.00
53313	Operating Supplies	3,000.00
53315	Tools & Minor Equipment	2,000.00
53321	Maintenance of Equipment	1,500.00
53322	Maintenance of Facility	<u>500.00</u>
		443,565.00

574-0357 – Programs

50111	Straight Time	126,446.00
51121	Employee Retirement	17,703.00
51123	Workers' Compensation	3,794.00
51126	Medicare	1,834.00
52211	Education and Travel	500.00
52215	Contractual Services	42,000.00
53311	Office Supplies	100.00
53313	Operating Supplies	21,000.00
53314	Gasoline and Oil	500.00
53315	Tools & Minor Equipment	4,000.00
53321	Maintenance of Equipment	<u>2,000.00</u>
		219,877.00

GRAND TOTAL REC. CENTER ADMINISTRATION: \$2,352,674.00

SEC. 35: That there is hereby appropriated from the MCRC Capital Fund:

575-0350 – MCRC Capital

54412	Building and Structures	<u>130,000.00</u>
		130,000.00

GRAND TOTAL MCRC CAPITAL FUND: \$ 130,000.00

SEC. 36: That there is hereby appropriated from the Section 125 Fund:

616-0915 - Section 125 Fund

59938	Section 125	<u>100,000.00</u>
		100,000.00

GRAND TOTAL SECTION 125 FUND: \$100,000.00

SEC. 37: That there is hereby appropriated from the Payroll Fund:

625-0915 – Payroll

59911	Net Payroll	10,293,000.00
59912	Federal Withholding Taxes	1,606,000.00
59913	Police Disability	351,000.00
59915	Public Employee Retirement	1,145,000.00
59916	Medical Mutual of Ohio	194,000.00
59918	OML Group Accident	1,000.00
59919	Garnishments	72,000.00
59922	State Withholding	401,000.00
59923	Local Withholding	198,000.00
59924	OPBA	20,000.00
59925	Colonial Life Insurance	48,000.00
59928	Deferred Compensation	518,000.00
59929	Employee Share Medicare	207,000.00
59930	City Share Medicare	207,000.00
59931	Teamsters	40,000.00
59932	School District Income Tax	11,000.00
59933	Medina County Credit Union	392,000.00
59935	Employee Share FICA	11,000.00
59936	City Share FICA	16,000.00
59937	Guardian Life Insurance	16,000.00
59938	IWS/Section 125 Plan	<u>41,000.00</u>
		15,788,000.00

GRAND TOTAL PAYROLL FUND: \$15,788,000.00

SEC. 38: That there is hereby appropriated from the Agency Revolving Fund:

637-0920 – Agency

52211	Education and Travel	350.00
52212	Utilities and Communications	1,000.00
52215	Contractual Service	5,500.00
53311	Office Supplies	750.00
53313	Operating Supplies	1,000.00
53321	Maintenance of Equipment	1,500.00
53322	Maintenance of Facilities	5,500.00
56612	Refunds	32,500.00
56613	Reimbursements	<u>310,000.00</u>
		358,100.00

GRAND TOTAL AGENCY REVOLVING FUND: **\$358,100.00**

SEC. 39: That there is hereby appropriated from the Auto Mechanics Revolving Fund:

676-0746 - Auto Mechanic

50111	Straight Time	253,280.00
50112	Overtime	4,000.00
50114	Holiday Time	12,438.00
50115	Vacation Time	16,961.00
50116	Sick Time	11,308.00
50117	Longevity	1,800.00
51121	Employee Retirement	41,971.00
51122	Employee Hospitalization	103,612.00
51123	Workers' Compensation	8,994.00
51126	Medicare	4,347.00
51131	Uniform Allowance	3,000.00
52211	Education and Travel	1,000.00
52212	Utilities and Communications	1,100.00
52213	Insurance and Taxes	4,200.00
52215	Contractual Service	6,000.00
52226	Professional Services	400.00
53311	Office Supplies	300.00
53313	Operating Supplies	12,500.00
53314	Gasoline and Oil	12,500.00
53315	Tools and Minor Equipment	15,000.00
53321	Maintenance of Equipment	6,000.00
53322	Maintenance of Facilities	<u>3,000.00</u>
		523,711.00

GRAND TOTAL AUTO MECHANIC REVOLVING FUND: \$523,711.00

SEC. 40: That there is hereby appropriated from the IT Maintenance Fund:

688-0714 – IT Maintenance

50111	Straight Time	63,254.00
50114	Holiday Time	3,107.00
50115	Vacation Time	4,236.00
50116	Sick Time	2,824.00
51121	Employee Retirement	10,279.00
51122	Employee Hospitalization	10,498.00
51123	Workers' Compensation	2,203.00
51126	Medicare	1,065.00
52211	Education and Travel	500.00
52212	Utilities and Communications	1,550.00
52213	Insurance and Taxes	1,550.00
53311	Office Supplies	500.00
56615	Advances	<u>50,000.00</u>
		151,566.00

GRAND TOTAL IT MAINTENANCE FUND: \$151,566.00

SEC. 41: That there is hereby appropriated from the Developer Deposits Fund:

723-0983 – Grading Deposits

56612	Refunds	<u>17,000.00</u>
		17,000.00

GRAND TOTAL DEVELOPER DEPOSITS FUND: \$17,000.00

SEC. 42: That there is hereby appropriated from the Utility Deposit Fund:

741-0945 - Utility Deposits

56612	Refunds	<u>30,000.00</u>
		30,000.00

GRAND TOTAL UTILITY DEPOSIT FUND: \$30,000.00

SEC. 43: That there is hereby appropriated from the Cemetery Endowment Fund:

819-0220 – Cemetery Endowment

53313	Operating Supplies	<u>1,500.00</u>
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1,500.00

GRAND TOTAL CEMETERY ENDOWMENT FUND: \$1,500.00

SEC. 44: That there is hereby appropriated from the Cemetery Investment Fund:

820-0225 – Cemetery Investment

56612 Refunds 5,000.00
5,000.00

GRAND TOTAL CEMETERY ENDOWMENT FUND: \$5,000.00

SEC. 45: That there is hereby appropriated from the Law Library Fund:

924-0930 - Law Library

56612 Refunds 65,000.00
65,000.00

GRAND TOTAL LAW LIBRARY FUND: \$65,000.00

SEC. 46: That there is hereby appropriated from the Bid & Performance Bond Fund:

938-0940 – Bid & Performance Bond

56612 Refunds 100,000.00
100,000.00

GRAND TOTAL BID & PERFORMANCE BOND FUND: \$100,000.00

SEC. 47: That there is hereby appropriated from the Board of Building Standards Fund:

939-0430 - Board of Building Standards

52213 Insurance and Taxes 14,500.00
14,500.00

GRAND TOTAL BOARD OF BUILDING STANDARDS FUND: \$14,500.00

GRAND TOTAL ALL FUNDS: \$59,103,561.00

SEC. 48: That all expenditures against the appropriation hereinabove authorized shall be made in accordance with the Code of Accounts set forth in the 2024 Annual City Budget.

SEC. 49: That no department head is permitted to transfer funds into or out of **Line Item**

50119, Miscellaneous (Retirement/Termination Payouts), Line Item 51122, Employee Hospitalization or line item 51123, Workers Compensation, without the legislative authority of Council.

SEC. 50: That the Finance Director is hereby authorized to draw his warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefor, approved by the Board of Officers authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures in accordance with the Code of Accounts of the 2024 Annual City Budget.

SEC. 51: That the Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Medina County Auditor.

SEC. 52: 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. 53: 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

REQUEST FOR COUNCIL ACTION

No. RCA 23-202-10/10

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 3, 2023
SUBJECT: Waiving Certain Uncollectible Utility Accounts

Committee: Finance

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize waiving certain utility accounts that are deemed to be uncollectible. These accounts have either been through bankruptcy or sheriff sale.

Please see the attached for the breakdown.

Jim S - Board of Education?

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *10/10/23 JB/DS 6-0*
11/13/23

Ord./Res.
Date:

Ord. 172-23
~~*10-23-23*~~
Back to Finance
on 11-13-23

ORDINANCE NO. 172-23

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO WAIVE CERTAIN UNCOLLECTIBLE UTILITY ACCOUNTS.

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

SEC. 1: That the Finance Director is hereby authorized to waive certain utility accounts that are deemed to be uncollectible due to bankruptcy or sheriff sale as identified on 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 Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORD. 172-23

Bankr/Sheriff/Write off	\$ 25,999.27
Prior 4/2013	\$ 46,490.73
	<u>\$ 72,490.00</u>

Bankruptcies / Sheriff Sales

DISPLAY NAME	LANDLORD NAME	SERVICE LOCATION	BALANCE	
2013				
00845-001 (EVANS, ERIC)		1017 S COURT ST	\$ 102.20	
04164-001 (KEENER, CANDIS)		937 OAK ST	\$ 91.21	
04560-001 (BLACKBURN, DIANE)		453 BAXTER ST	\$ 75.74	
05863-001 (DAVIS, BRITTANY)	BIRCH HILL RENTALS LLC	601 BIRCH HILL DR	\$ 277.30	
07384-001 (RICE, GREG)		691 CORNWALLIS CT	\$ 240.17	
08553-001 (LORA, SUSAN)	MILTNER, REGINA	236 W FRIENDSHIP ST	\$ 79.19	
09267-001 (IKERD, ROBERT)		113 W UNION ST	\$ 204.76	
11974-001 (MEDINA BOARD OF EDUCATION)		460 N JEFFERSON ST	\$ 61.40	
12007-001 (69 TAPS)		1120 N COURT ST	\$ 81.47	
12252-001 (COLEMAN, MICHELLE)		7160 FRIENDSVILLE RD	\$ 350.73	
12253-001 (ANDERSON, RHONDA)		4049 POE RD	\$ 455.27	
12267-001 (S2 ENTERPRISES LTD)		6470 W SMITH RD	\$ 1,634.02	
12277-001 (LANDRETH, DEANALYN)		6911 WOOSTER PIKE	\$ 360.01	
12386-001 (COLEMAN, MICHELLE)		7160 FRIENDSVILLE RD	\$ 344.50	
12437-001 (TOLER, KEVIN L)		5909 LAFAYETTE RD	\$ 343.70	
12448-001 (CURETON, BETH & ERIN)		4296 BAGDAD RD	\$ 292.01	
12444-001 (CHANEY, ELLEN)		50 RICHARD DR	\$ 131.00	
12496-001 (MARTIN, TONY)		137 N VINE ST	\$ 70.40	

\$ 5,195.08

2014

01020-001 (HIGDON, T WADE)	GURA, ROBERT	810 RIDGEVIEW DR	\$ 90.29	
01490-001 (COLEMAN, AMY)		950 RED OAK CIR	\$ 312.06	
07097-001 (SHELLENBARGER, JENNIFER)		930 DAWN CT	\$ 130.76	
07412-001 (PAUL, BRIAN)		775 WINSTON CIR	\$ 216.00	
07423-001 (RUBINOW, CARRIE)		959 CHADWICK LN	\$ 180.00	
11042-001 (KOVACH, STEVEN SR)		1150 CHAPMAN LN #24	\$ 187.14	
11773-001 (ALLCOM CIS)	620 CORP	620 E SMITH RD E8	\$ 1,476.40	Rubbish Only
11786-001 (LEAD GENERATING SYSTEMS LLC)		620 E SMITH UNIT 23	\$ 153.52	Rubbish Only
11804-001 (MEDINA POWER SPORTS)		567 N STATE RD	\$ 131.62	Rubbish Only
12316-001 (TATTER, SHAWN)		4944 DEBBIE DR	\$ 227.57	
12372-001 (FAUR, HORIA)		3207 SHARON COPLEY RD	\$ 338.86	

12457-001 (FEAR CHAMBER FEATURE LLC)		635 N HUNTINGTON ST	\$ 204.27	Rubblish Only
12479-001 (PHILLIPS, WILLIAM)		5989 W SMITH RD	\$ 235.34	
12494-001 (MONTANA JAKE)		415 E FRIENDSHIP ST	\$ 54.00	Rubblish Only
09651-001 (KARECKI, LISBETH H)		505 N BROADWAY ST	\$ 310.57	

\$ 4,248.40

2015

07798-001 (WILLIAMS, CRISTI)		1019 CONTINENTAL DR	\$ 65.52	
11528-001 (SOUTHSIDE BURGERS)	WATT, ROBERT	249 LAFAYETTE RD	\$ 609.42	
01364-001 (SIEDLARCZYK, BILLIE)		1035 BRIMFIELD DR	\$ 206.37	
01952-001 (BOTSFORD, JASON)		1167 BRYNMAR LN	\$ 261.88	
02072-001 (KAMPA, SHAWN)		927 WIMBLETON DR	\$ 175.01	
03853-001 (PRATER, MARISA)		920 RYAN RD	\$ 121.69	
05591-001 (DICKENS, TED)		50 BRADLEY CT	\$ 146.48	
07672-001 (LUDWIG, MAUREEN)		1212 DOVER DR	\$ 158.82	
08685-001 (MORGAN, DONALD)		240 N HUNTINGTON ST	\$ 75.83	
12233-001 (GREENE, MELINDA)		1166 LAFAYETTE RD #DB	\$ 453.80	
06207-001 (QUINN, MARSHA)		1127 OAK ST	\$ 192.56	
07632-001 (WATTS, JASON)		277 HALIFAX LN	\$ 235.16	
08252-001 (TARANTO, KIM)		4953 BURGUNDY BAY NORTH	\$ 123.81	
09652-001 (LOWERY-CHRISE, LORETTA)		505 N BROADWAY ST	\$ 124.60	

\$ 2,950.95

2016

00462-001 (OAS, SHELLY A)		730 PLEASANT VALLEY DR	\$ 119.13	
00740-001 (MO MI LTD)	MRR PROPERTIES LLC	241 S COURT ST	\$ 52.11	
00740-002 (MO MI LTD)	MRR PROPERTIES LLC	241 1/2 S COURT ST	\$ 60.86	
00740-004 (MO MI LTD)		281 S COURT ST	\$ 167.49	
00744-001 (WASHINGTON PROPERTIES)	MRR PROPERTIES LLC	321 S COURT ST	\$ 925.98	
00744-003 (WASHINGTON PROPERTIES)		18 1/2 PUBLIC SQ	\$ 80.01	
00744-005 (WASHINGTON PROPERTIES)		431-459 W LIBERTY ST	\$ 291.85	
01774-001 (DJUKIC, CATHERINE)	ASHKAR, JOSEPH	905 TY DR	\$ 77.93	
02539-001 (MIHALKO, DAVID A)		901 LAUREL GLENS DR	\$ 154.24	
05257-001 (ROSE, MICHAEL)		46-47 PUBLIC SQ	\$ 728.90	

05257-004 (ROSE, MICHAEL)		801-7 E WASHINGTON ST	\$ 613.61	
05731-001 (SANDERS, THOMAS & JENNIFER L)	MALEY, CHRISTINA	120 ROSHON DR	\$ 200.73	
08936-001 (CRESS, LOLA MARIE *)	GOWE LEASING LTD	115 N SPRING GROVE ST	\$ 223.75	
09653-001 (POLKE, DENNIS)		505 N BROADWAY ST	\$ 51.64	
10969-001 (GEANNESES, CHRISTINE)		1122 HILLVIEW WAY	\$ 128.14	
11483-001 (TOWN SQUARE COMMONS)		23 PUBLIC SQ	\$ 523.05	
11753-003 (WASHINGTON SQUARE)		750 E WASHINGTON ST	\$ 394.44	
12332-001 (CITY OF MEDINA PARKS DEPT)		KEN CLEVELAND PARK	\$ 125.00	
11805-001 (ROD IRON CREW INC)		865 W LIBERTY ST #270	\$ 102.86	Rubbish Only
				\$ 5,021.72

2017

01113-001 (SMITH JR, CHARLES)		860 KENNER CIR	\$ 68.73	
04546-001 (ARTWELL, JAMES)		409 BAXTER ST	\$ 214.89	
05238-001 (HARTS)		940 W LIBERTY ST #A	\$ 65.79	Rubbish Only
06170-001 (SKOLNY, DALE)		507 W STURBRIDGE DR	\$ 274.75	
06390-001 (CHRISTIANAKIS, JILL)		676 W STURBRIDGE DR	\$ 246.93	
08089-001 (HANKO, LOUISE)		237 JASPER LN	\$ 206.14	
08779-001 (SILVAGGIO, SHANA**)		544 BRONSON ST	\$ 62.04	
11204-001 (STAPLETON JR, MARTY)	WANG, XIAOLONG	1252 JOSHUA WAY	\$ 228.78	
				\$ 1,368.05

2018

01527-001 (STRICKLETT, JENNIFER)		901 TWIN OAKS CIR	\$ 146.26	
01707-001 (SHERMAN, KATHRYN)	PETIT, DENNIS	865 GREENFIELD DR	\$ 219.65	
06417-002 (LEWIS, DIANE)		141 HARTFORD DR	\$ 154.22	
09446-001 (CARDUCCI, DONALD V)	WINKLER, ANDREW	235 FREDERICK ST	\$ 202.71	
01161-001 (HICKEY, HUGH)		150 MONTVIEW DR	\$ 201.67	
09914-001 (LAPOSSY, STEVEN)	LETO, JOSEPH	437 HARDING ST	\$ 185.05	
09914-002 (LAPOSSY, STEVEN)		437 HARDING ST	\$ 270.00	sidewalk / 1
12243-001 (DINER 42)		665 W LAFAYETTE RD	\$ 127.94	
				\$ 1,507.50

2019

00316-001 (FULLER, JOHN)		660 SHAKER DR	\$ 158.00	
02248-001 (LAMBERT, MITCHELL)		1120 KEMPTON OVAL	\$ 232.48	
05004-001 (SCHNEIDER, CHRIS)		903 BUNKER HILL	\$ 113.63	
05152-001 (HICKS, MORRIS R / SHIRLEY)	MITTLER, JOE	934 VAN BUREN WAY	\$ 146.88	
07354-001 (STONE, BURG G)		852 PATRIOTS WAY	\$ 133.49	
08792-001 (SCOTT, MONICA)		450 BRONSON ST	\$ 347.72	
12333-001 (TOTAL RESTORATION & PAINTING L)		815 W LIBERTY ST #5-#6	\$ 1,056.33	Rubbish Only
12356-001 (BUILDING BLOCKS PRESERV GRP)		347 N HUNTINGTON ST	\$ 666.69	
12356-002 (BUILDING BLOCKS PRESERV GRP)		347 N HUNTINGTON ST	\$ 311.72	
12438-001 (NEWTON, GERALD)		533 VALLEY DR B-6	\$ 417.21	Rubbish Only
			\$ 3,584.15	

2020

02097-001 (CLEGG, KEVIN)		888 WIMBLETON DR	\$ 128.24	
05029-002 (BACHO, KATHRYN)		887 ALDEN CT	\$ 174.90	Rubbish Only
05861-002 (TEPER, DAVID R)		236 N STATE RD	\$ 579.00	Rubbish Only
08761-001 (KELLEY, MACK *)		330 FOUNDRY ST	\$ 64.91	
08793-001 (SCOTT, MONICA & JULIAN)		450 BRONSON ST	\$ 97.63	
09058-001 (RASPER, LISA)		227 N EAST ST -	\$ 65.80	
11607-001 (FRONTIER COMMUNICATIONS CORP)		111 S ELMWOOD AVE	\$ 171.61	
11958-002 (HERTZ LOCAL EDITION)	NORMAN BOBROW & CO	1235 N COURT ST	\$ 90.46	
12398-001 (SIVAPATHAM, THUSHAN)		6410 SILVERSTONE LN	\$ 162.00	Rubbish Only
			\$ 1,534.55	

2021

2022

11911-001 (REGAL ENTERTAINMENT GRP #707)		200 W REAGAN PKWY	\$ 466.82	
06377-001 (STEINKER, PAULA)		606 W STURBRIDGE DR	\$ 122.05	
			\$ 588.87	

\$ 25,999.27 \$ 25,999.27

Amounts prior to 2013 - certifications were sent to the County. These are the remaining uncollectible accounts that need cleared from the system.

DISPLAY NAME	LANDLORD NAME	SERVICE LOCATION	MAILING ADDRESS	BALANCE	STATUS	END DATE	FINAL BILL DUE DATE
12499-001 (GRANDVIEW HOMES INC/SC)		CONTRACTOR	PO BOX 360203STRONGSVILLE, OH 441	\$ 854.72	Finald	1/30/1998	
12506-001 (RAPID WATER/SC)		BULK WATER STATION	PO BOX 405MEDINA, OH 44258-0405	\$ 321.62	Finald	2/5/2002	
04233-001 (WASKEY, THOMAS)	VARNEY, CAROLYNN L	906 OAK ST	906 OAK STMEDINA, OH 44256	\$ 36.55	Finald	8/3/2006	
12465-001 (MEDINA STAMPING)		930 LAFAYETTE RD	4004 COOK RDMEDINA, OH 44256	\$ 266.50	Finald	4/10/2007	
00652-001 (NESS, JANET)		2 MALLOY CT	6220 CHANDLERSVILLE RDCHANDLERSV	\$ 107.52	Finald	5/11/2007	
12378-001 (FOCUS HOMES LTD)		5177 MAPLEWOOD	PO BOX 1295MEDINA, OH 44258	\$ 34.48	Finald	6/26/2007	
09411-001 (CALVEY, TIMOTHY J)		526 E UNION ST	526 E UNION STMEDINA, OH 44256	\$ 86.44	Finald	8/3/2007	
00090-001 (NEUMANN, SHERRI)		791 E SMITH RD	791 E SMITH RDMEDINA, OH 44256	\$ 229.62	Finald	8/7/2007	
03959-001 (MEDINA COUNTY REAL ESTATE)		890 LAFAYETTE RD S	12890 WANDEL RDHOMERVILLE, OH 44	\$ 82.91	Finald	9/24/2007	
09093-001 (REMAX CROSSROADS PROF)	KUEHN, ANDREW	252 N HARMONY ST	BOB MAKARAL4094 PEARL RDSTRONGS	\$ 70.90	Finald	2/8/2008	
00615-001 (ZMUDA, JENNIFER)		577 S BROADWAY ST	577 BROADWAY STMEDINA, OH 44256	\$ 228.28	Finald	6/17/2008	
09060-001 (DEVORE, CHAD A)		217 N EAST ST	217 N EAST STMEDINA, OH 44256	\$ 131.70	Finald	8/5/2008	
06797-001 (PATTERSON, CARLA A)		84 HIGH POINT DR #58	3023 7TH STCUVAHOGA FLS, OH 44221	\$ 77.70	Finald	9/1/2008	
08242-001 (PANIC, THERESA)		4983 BURGUNDY BAY	PO BOX 1243MEDINA, OH 44258-1243	\$ 179.91	Finald	11/5/2008	
09314-001 (SHEPLER, TERRY L)		129 BISHOP ST	413 LAFAYETTE RD APT 203MEDINA, OH	\$ 161.94	Finald	12/1/2008	
11921-001 (GOOD TASTE WINE/FOOD SHOP)		985 BOARDMAN ALLEY	985 BOARDMAN ALLEYMEDINA, OH 44	\$ 797.39	Finald	12/4/2008	
12371-001 (JAMES MEDINA LLC)		342 E SMITH RD	WELLS FARGO BANK/M FRIESCH100 EV	\$ 201.88	Finald	1/16/2009	
09397-001 (HALA, BRENT)		322 N ELMWOOD AVE	10435 W EASTON RDW SALEM, OH 442	\$ 77.01	Finald	6/30/2009	
11661-001 (KONOPINSKI, ANGELA)	KRESS, BRIAN	245 N COURT ST	245 N COURT STMEDINA, OH 44256	\$ 124.01	Finald	7/13/2009	
05435-001 (EVANS, TODD)		446 E WASHINGTON ST	446 E WASHINGTON STMEDINA, OH 44	\$ 99.00	Finald	7/23/2009	
04299-001 (HOSEY, ROBIN)		612 LAFAYETTE RD	275 HORTON SISTERS RDOAK HILL, OH	\$ 64.47	Finald	8/6/2009	
11761-001 (RABBITS FOOT GARDEN CTR)		4463 WEYMOUTH RD	JEFF BROWN3579 OLD HICKORY LNME	\$ 142.24	Finald	8/7/2009	
11158-001 (PFISTER, PAUL)		1185 GROVE LN	12347 CORINTH CTSTRONGSVILLE, OH	\$ 196.31	Finald	8/13/2009	
06791-001 (RUELL, JAMES)		120 HIGH POINT DR #54	2659 LEGACY POINT DRARLINGTON, TX	\$ 32.46	Finald	9/1/2009	
05816-001 (PELTON, TIM)		315 W LIBERTY ST	1094 DOVER DRMEDINA, OH 44256-40	\$ 180.92	Finald	11/4/2009	
04306-001 (CAVEY, PENELOPE J)		480 LAFAYETTE RD	LAURA CAMPBELL3498 NORMANDY PA	\$ 243.00	Finald	11/4/2009	
05337-001 (PODSIADLO, ANTHONY)	DAVIS, THOMAS A	238 S VINE ST	900 DAWN CT #71MEDINA, OH 44256	\$ 7.18	Finald	11/13/2009	
00616-001 (ZMUDA, JENNIFER)		577 S BROADWAY ST	3274 COUNTRY CLUB DRAKRON, OH 44	\$ 265.58	Finald	12/9/2009	
04900-001 (LUBECKY, SAMANTHA)		219 WESTBRANCH DR	3623 W 19TH STREETYUMA, AZ 85364	\$ 127.66	Finald	1/6/2010	
08371-001 (SITZENSTOCK, ROSE)	ROMAN, ANDREW	121 S EAST ST	PO BOX 66HINCKLEY, OH 44233	\$ 90.45	Finald	1/25/2010	
09020-001 (PELTON DESIGN & CONSTRUCTION)		1109 WILLOW BEND DR	1109 WILLOW BEND DRMEDINA, OH 44	\$ 220.75	Finald	2/3/2010	
11705-001 (FAIR FINANCE)	TRC MEDINA SHOPPING CTR	649 N COURT ST	BRIAN BASH1900 E 9TH ST STE 3200CL	\$ 181.73	Finald	2/24/2010	
11616-001 (MEDINA SUPPLY CO-MBL)	KOKOSING MATERIALS INC	300 N STATE RD	2301 PROGRESS STDOVER, OH 44622	\$ 117.41	Finald	3/5/2010	
11899-001 (MEDINA SUPPLY CO-GEN)		800 S PROGRESS DR	2301 PROGREE STDOVER, OH 44622	\$ 193.38	Finald	3/5/2010	
00009-002 (MEDINA SUPPLY CO-GEN)		240 E SMITH RD	2301 PROGRESS STDOVER, OH 44622	\$ 610.77	Finald	3/5/2010	
04514-001 (MEDINA SUPPLY CO-STY)		820 W SMITH RD	2301 PROGRESS STDOVER, OH 44622	\$ 793.53	Finald	3/5/2010	
10420-001 (COSTA, CAREY A)		610 BIRCH HILL DR	CAREY BURTNETT26773 COOK RDOLMS	\$ 117.30	Finald	4/6/2010	
01157-001 (ARNDT, MELVIN JR)		120 MONTVIEW DR	3961 COLUMBIA WOODS DR #DNOKTO	\$ 87.46	Finald	4/12/2010	
02783-001 (BURLESON, JON ERIK)		1135 MALLET HILL CT	BOX 16250789SIOUX FALLS, SD 57186	\$ 135.80	Finald	4/21/2010	
10392-001 (WALTERS III, EDWARD D)	JUSTICE, JAMES A	441 BIRCH HILL DR	1520 CLEARBROOKE DR UNIT 118BRUN	\$ 44.73	Finald	5/5/2010	
02146-001 (RADER, BARRY)		431 VALLEY DR	EUGENE RADER122 WOODLAND DRME	\$ 40.00	Finald	5/18/2010	
01295-001 (HACKETT, KIM)	THE HERROD GROUP LLC	1055 BROOKFIELD DR	478 PLAYLAND PKWYCHIPPEWA LAKE, O	\$ 36.06	Finald	5/20/2010	
06027-001 (LUNGARD, VIC JR)		175 WOODLAND DR	175 WOODLAND DRMEDINA, OH 4425	\$ 105.44	Finald	6/1/2010	
10714-001 (FLANAGAN, BENJAMIN)		982 LAKESHORE WALK	3049 STONEBROOKE LNMEEDINA, OH 44	\$ 301.88	Finald	6/16/2010	
11138-001 (MCCRACKEN, MATTHEW J)		1225 GROVE LN	30650 SUMMIT LNPEPPER PIKE, OH 44	\$ 151.81	Finald	7/6/2010	
09005-001 (CARTER, JASON)		117 E FRIENDSHIP ST	8626 CROSSWIND LANDING LNKNOXVI	\$ 131.33	Finald	7/7/2010	

00809-001 (SCHWAB, SCOTT)		729 S COURT ST	6004 S LOGAN STCENTENNIAL, CO 8012	\$ 149.32	Finald	7/7/2010
04111-001 (SIMONS, AMBER)		711 OAK ST	711 OAK STMEDINA, OH 44256	\$ 161.41	Finald	7/7/2010
09509-001 (HILLENBRANDT, NICOLE)	WARNEY, SCOTT	230 E HOWARD ST	3192 S MEDINA LINE RDNORTON, OH 4	\$ 209.84	Finald	7/7/2010
08183-001 (ROBISON, STEVEN)		363 BROKEN FENCE DR	1509 REEMEN RDMEDINA, OH 44256	\$ 244.51	Finald	7/7/2010
05322-001 (LANCIERI, KRISTINA)	KALINA, CHRISTOPHER	402 W WASHINGTON ST	402 W WASHINGTON STMEDINA, OH 44	\$ 278.56	Finald	7/7/2010
03486-001 (FLICKINGER, SHIRLEY)		459 W PARK BLVD	BRENT FLICKINGER4706 MEDINA RDAK	\$ 359.15	Finald	7/19/2010
04977-001 (TRACEY, LAWRENCE)		888 REVERE CIR	2676 HILLTOP DRPARMA, OH 44134	\$ 110.33	Finald	7/23/2010
06485-001 (EICHEL, ANTOINETTE)		1220 WATERBURY DR	5151 SASSAFRAS DRMEDINA, OH 44256	\$ 137.74	Finald	7/28/2010
08834-001 (BENSON, BRANDY)	DIETER, JAMES	131 W NORTH ST	6601 LAFAYETTE RDMEDINA, OH 44256	\$ 75.00	Finald	7/30/2010
09275-001 (HARSH, KAREN & KEITH)		139 W UNION ST	633 E REAGAN PKWY APT 89MEDINA, O	\$ 196.92	Finald	8/4/2010
03571-001 (MUSSEY, SCOTT)		202 W PARK BLVD	4407 LAUREL RD APT 113BRUNSWICK, C	\$ 204.79	Finald	8/4/2010
04507-002 (THE MAIL ROOM INC)	GOWE LEASING LTD	715 W SMITH RD	ACCTS PAYABLE711 W SMITH RDMEDIN	\$ 28.67	Finald	8/12/2010
04507-001 (THE MAIL ROOM INC)	GOWE LEASING LTD	715 W SMITH RD	ACCTS PAYABLE711 W SMITH RDMEDIN	\$ 28.67	Finald	8/12/2010
11573-001 (THE MAIL ROOM)	GOWE LEASING LTD	755 W SMITH RD	ACCTS PAYABLE711 W SMITH RDMEDIN	\$ 61.02	Finald	8/15/2010
11576-001 (TMR)	W SMITH INVESTMT PORTFOLIO	777 W SMITH RD	ACCTS PAYABLE711 W SMITH RDMEDIN	\$ 189.98	Finald	8/15/2010
04507-003 (THE MAIL ROOM INC)	GOWE LEASING LTD	717 W SMITH RD	ACCTS PAYABLE711 W SMITH RDMEDIN	\$ 580.07	Finald	8/15/2010
09338-001 (BULLOCK, SANDRA L)		322 N ELMWOOD AVE	538 S BROADWAY STMEDINA, OH 4425	\$ 95.55	Finald	8/30/2010
04574-001 (BEKINA, JOSEPH)		462 BAXTER ST	1342 MCCLAIN RD APT 8ASHLAND, OH	\$ 192.46	Finald	9/8/2010
05559-001 (KEMP, JEFFREY)		190 GUILFORD BLVD	190 GUILFORD BLVDMEDINA, OH 44256	\$ 206.18	Finald	9/8/2010
08798-001 (BRYANT, MARSHA)		420 BRONSON ST	5 HARMON CTMEDINA, OH 44256-1311	\$ 222.75	Finald	9/8/2010
01495-001 (POLLACK, WILLIAM E)	MEDINA MOUNTAIN HOLDINGS	922 RED OAK CIR	BETTY L POLLACK25 ARTEMAS CTCLYRI	\$ 1,180.39	Finald	9/8/2010
08769-001 (MAYNARD, JESSE)		360 FOUNDRY ST	360 FOUNDRY STMEDINA, OH 44256	\$ 97.19	Finald	10/6/2010
08893-001 (FEILER, CATHY)		115 N EAST ST	115 N EAST STMEDINA, OH 44256	\$ 201.03	Finald	10/6/2010
10431-001 (LOVEJOY, BRIAN)		610 MINER DR	986 STURBRIDGE DRMEDINA, OH 4425	\$ 287.67	Finald	10/6/2010
04700-001 (RHINE, DEBRA)	FORSTNER III, GERALD	366 S PROSPECT ST	366 S PROSPECT STMEDINA, OH 44256	\$ 163.61	Finald	11/9/2010
05127-001 (ANGUS, JAMES N)		935 COVENTRY CT	10404 PROSPECT RDSTRONGSVILLE, OH	\$ 174.18	Finald	11/9/2010
09797-001 (RAY, BILLY)	SIMIC, DAMIR	888 RYAN RD	3720 FAULKNER DRNASHVILLE, TN 372	\$ 220.82	Finald	11/9/2010
09898-001 (EASLEY, JANICE)		518 HARDING ST	317 HARDING STMEDINA, OH 44256	\$ 245.12	Finald	11/9/2010
00710-001 (CLEMENTS, JEFF)	BATCHELDER, ALICE M	538 1/2 S BROADWAY ST	538 1/2 S BROADWAY STMEDINA, OH 4	\$ 229.01	Finald	11/12/2010
12328-001 (S G HOME INTERIORS)		930 N COURT ST	26667 BROOKPARK RD EXTN OLMSTEAD	\$ 360.54	Finald	11/18/2010
04088-001 (KASPAR, LUCIANA)	REID, AARON	628 OAK ST	LUCIANA KASPAR-ROSS7620 W SMITH R	\$ 68.73	Finald	11/22/2010
04258-001 (PROSSER, CHERYL)		518 PINE ST	3890 BAINBRIDGE DRMEDINA, OH 442	\$ 21.27	Finald	12/8/2010
07131-001 (FERGUSON, DIANA L)		959 PINE TREE CT	1300 CATHERINE DRBRUNSWICK, OH 44	\$ 208.20	Finald	12/8/2010
02728-001 (SHUPE, MARK)		1062 BRANDYWINE DR	5406 INDIAN WELLS DRMEDINA, OH 44	\$ 155.34	Finald	12/22/2010
04488-001 (ADAMS, CHAD)	HCCO PROPERTIES LLC	519 W SMITH RD #3C	MARY PRICE6770 RIVER CORNERS RDSF	\$ 45.50	Finald	1/4/2011
10869-001 (JOURNELL, JAMES)		1168 N JEFFERSON ST 17	5286 CHAUCER DRMEDINA, OH 44256	\$ 79.42	Finald	1/7/2011
03117-001 (ZYCHOWSKI, MAURA & DAN)	PIERCE, DANIEL	959 BROOKPOINT DR	959 BROOKPOINT DRMEDINA, OH 4425	\$ 58.69	Finald	1/14/2011
07947-001 (GARRETT, CHERYL)		699 BRADDOCKS LANDING	4912 E 96TH STGARFIELD HTS, OH 4432	\$ 139.72	Finald	4/5/2011
04949-001 (SLUSS, ELIZABETH J)	HOOVER, RONALD L	498 ABBEVILLE RD	5900 BOSTON ROADVALLEY CITY, OH 44	\$ 52.14	Finald	6/21/2011
05484-001 (KIEVMAN, NATHAN)	SMUCKER, EMILY	940 E WASHINGTON ST	1756 JACOBY ROADCOPELY, OH 44321	\$ 26.98	Finald	6/30/2011
08752-001 (DATES, HOPE)	HAYNES, RICK F	324 FOUNDRY ST	203 W NORTH STREETMEDINA, OH 442	\$ 127.31	Finald	6/30/2011
08777-001 (STEIDL, TAMMY)		248 MEDINA ST 3	890 S COURT STMEDINA, OH 44256	\$ 51.56	Finald	7/1/2011
05947-001 (MILLER, RENEE)		401 STRAWBERRY LN	8901 SHANK ROADLITCHFIELD, OH 442	\$ 104.78	Finald	7/5/2011
04575-001 (MAINS, KOURTNEY)		462 BAXTER ST	270 MORTVIEW DRMEDINA, OH 44256	\$ 264.59	Finald	7/6/2011
04172-001 (ALSIP, AUTUMN)	DUMPERTH, RICHARD A	1005 OAK ST	4144 SKYVIEW DRIVE APT 140BRUNSW	\$ 74.13	Finald	7/14/2011
11144-001 (WINDHAM, TYRONE & DIANE)		1141 GROVE LN	23740 HALBURTON RDBEACHWOOD, O	\$ 26.23	Finald	7/28/2011
09115-001 (CREWS, JACLYN)		311 E NORTH ST	1255 VINTAGE DRHARWOOD, MD 2077	\$ 54.54	Finald	7/29/2011

07128-001 (FOSTER, SARAH)		951 PINE TREE CT	31 SUMMERFIELD CT #114 HILTON HEAD	\$ 60.62	Finald	8/4/2011
00527-001 (BRIGHTBILL, LLOYD)	LEWIS, PAUL	115 GRANT ST	984 WADSWORTH RD APT #B MEDINA, OH	\$ 51.46	Finald	8/5/2011
02477-001 (ROSIAN, MARITZA*)		605 BERKSHIRE DR	5223 W 50TH STREET PARMA, OH 44134	\$ 32.65	Finald	8/8/2011
12432-001 (FORD, DAMON M)		3784 FOSKETT RD	3784 FOSKETT RD MEDINA, OH 44256	\$ 283.16	Finald	10/18/2011
09329-001 (ANDREASEN, DRET)		335 N ELMWOOD AVE	335 N ELMWOOD AVE MEDINA, OH 442	\$ 45.66	Finald	2/6/2012
11329-001 (JOHNS, RENEE)	CAREY, CHRIS	338 NORTHLAND DR	336 W LIBERTY STREET MEDINA, OH 442	\$ 66.18	Finald	2/8/2012
12498-001 (MIKOLAY, JENNIFER)		2805 PEARL RD	2805 PEARL RD MEDINA, OH 44256	\$ 189.28	Finald	2/28/2012
04261-001 (POWELL, DENISE)		522 PINE ST	BEN POWELL 522 PINE ST MEDINA, OH 4	\$ 97.87	Finald	4/4/2012
05076-001 (SHUMWAY, ANTHONY A)		916 CORNELL CT	3899 E NORMANDY PARK DR APT 16 ME	\$ 246.23	Finald	7/11/2012
12360-001 (OSTRANDER, REGINA)		4049 POE RD	2938 HAPPY VALLEY RD WOOSTER, OH 4	\$ 497.88	Finald	3/25/2013
12540-001 (2010 CERTIFICATIONS)		2010 CERTIFICATIONS	MEDINA, OH 44256	7005.32	Finald	
12539-001 (2009 CERTIFICATIONS)		2009 CERTIFICATIONS	MEDINA, OH 44256	2165.72	Finald	
12535-001 (2008 CERTIFICATIONS)		2003 CERTIFICATIONS	MEDINA, OH 44256	2548.64	Finald	
12537-001 (2007 CERTIFICATIONS)		2007 CERTIFICATIONS	MEDINA, OH 44256	3521.07	Finald	
12538-001 (2008 CERTIFICATIONS)		2008 CERTIFICATIONS	MEDINA, OH 44256	5672.48	Finald	
12464-001 (YOUNG, TODD C)		CEMETERY	2262 1/2 EAST AVE AKRON, OH 44314	597.57	Finald	
12536-001 (2006 CERTIFICATIONS)		2006 CERTIFICATIONS	MEDINA, OH 44256	3470.63	Finald	
11447-002 (SWEETBRIAR HOMES)		355 BELLA ROSA CT	PO BOX 1007 MEDINA, OH 44258	2773.03	Finald	

\$ 46,490.73

**MANAGEMENT AGREEMENT
FOR THE CITY OF MEDINA AIRPORT**

THIS AGREEMENT (“Agreement”) is made as of the ____ day of _____, in the year 2023, by and between **CITY OF MEDINA, OHIO** (“City”), and [**R. Waldron Entity**] (“Manager”).

RECITALS:

A. City is the owner of certain land located in the Sharon Township, Medina County, Ohio, more particularly depicted on **Exhibit A** attached hereto (the “Airport Land”) upon which the Medina Municipal Airport is situated (the “Airport”);

B. Manager is affiliated with the fixed base operator (“FBO”) operating as such at the Airport pursuant to a Lease (the “FBO Lease”) of fixed base operations premises (the “FBO Premises”) dated of even date herewith; and

C. Manager has represented that it is qualified or has or will have within its staff qualified personnel and expertise to function as the manager of the Airport and to perform the services and responsibilities required under this Agreement or by affiliation with the FBO (hereinafter sometimes referred to as the “Airport Management Services”); and

D. Both parties desire to enter into an agreement for the Manager to provide Airport Management Services to the Airport.

NOW THEREFORE, the City and Manager, for and in consideration of the compensation hereinafter set forth, and in consideration of the covenants and agreements herein contained, mutually agree as follows:

A. DUTIES AND RESPONSIBILITIES OF MANAGER

1. The Manager shall, at its cost, provide a qualified individual to serve in the capacity of Airport Director. The Airport Director need not be a full-time employee of the Manager but shall be responsible for devoting such time and attention to the position as will enable the Manager to comply with this Agreement. The Manager shall have the power and authority to hire, contract for, terminate, redesignate and otherwise supervise and direct the Airport Director and any other staff Manager shall determine to be necessary to perform the services under this Agreement. The Airport Director appointed by Manager and other persons performing services for management operations at the Airport may be employed by Manager or may be employees of the Manager’s FBO operations. No employees of the Manager will constitute City employees. A roster of all staff employed by Manager shall be provided to City annually accompanied by a description of the position held by such staff and the responsibilities of each member of such staff. All staff shall be adequately trained to perform the tasks to which they are assigned in accordance with best practices and all applicable laws, rules and regulations, including, but not limited to, rules and regulations of the Federal

Aviation Administration ("FAA"). The Airport Director appointed by Manager and other persons performing services for management operations at the Airport may be employed by Manager or may be employees of the Manager's FBO operations.

2. Among the other duties specified in this Agreement, the Manager shall fulfill the following duties and responsibilities at the specified hours where so designated below:

- a. The Airport Director or other qualified staff of the Manager shall be on duty at the Airport during normal operating hours. Normal operating hours shall be determined by the City subject to input and recommendation of the Manager. The current normal operating hours are listed on **Exhibit B** attached hereto.
- b. The Manager shall maintain office space at the FBO Premises by agreement with the FBO and such shall serve as the Airport's main office ("Airport Office") which shall be open during normal Airport operating hours.
- c. The Airport Director's phone number shall be posted at the Airport in a conspicuous location and at the FBO facilities and the Airport Director shall also maintain current phone numbers for after-hours contact with the local FAA, the Ohio Division of Aviation, the Medina Police Department and the Medina County Sheriff's Department.
- d. The Manager shall assure that aircraft operations at the Airport are conducted within the rules and regulations of the FAA, the Federal Communications Commission, any applicable state law and any rules, regulations and/or minimum standards adopted by the City for the Airport. The Manager shall notify the City immediately of any aircraft operations or operators not complying with these requirements and shall keep records documenting all violations and warnings.
- e. The Manager shall issue Notice to Airmen (NOTAMS) to the local FAA Flight Service Station whenever any of the facilities are out-of-service or any conditions exist that would affect normal operations at the Airport.
- f. The Manager shall supervise the operation of Radio Airport Advisory Service (UNICOM) during the normal operating hours.
- g. The Manager shall coordinate with the City to provide services for necessary snow removal from the airfield runways, taxiways and necessary pavement areas. City may elect to have the Manager engage a snow removal provider, which may be the FBO, with the expense therefor approved by the City and paid for or reimbursed out of Airport revenues received by the Manager on City's behalf. Notwithstanding, during the initial term of this Agreement, however, City will perform the necessary snow removal contemplated herein on such schedule as City may dictate in due consideration of City capacity.

- h. The Manager shall coordinate with the City in the City's cutting of grass on the airfield. City may elect to have the Manager engage a mowing service provider, which may be the FBO, with the expense therefor approved by the City and paid for or reimbursed out of Airport revenues received by the Manager on City's behalf. Notwithstanding, during the initial term of this Agreement, however, City will perform the necessary grass cutting for the Airport contemplated herein on such schedule as City may dictate in due consideration of City capacity.
- i. The Manager shall conduct periodic inspections of the airfield pavement including, but not limited to, runways and taxiways and markings to assure that they are in a satisfactory condition for safe aircraft operation and shall promptly notify the City of any problem areas and arrange for necessary repairs and maintenance. Such repairs and maintenance shall be paid for or reimbursed out of Airport revenues received by the Manager on City's behalf or Airport revenues received by City.
- j. The Manager shall conduct periodic inspections of the airfield lighting systems to assure that they are functioning properly and perform replacement of any lighting system lamps which do not work. The cost of repairs and replacement shall be paid for or reimbursed from Airport revenues received on City's behalf or Airport revenues received by City.
- k. The Manager shall manage the spare parts for the lighting systems and notify the Authority when additional replacement parts are ordered. The Manager shall place orders from time to time as replacement parts are necessary with the cost of same to be paid or reimbursed from Airport revenues received by Manager on City's behalf or Airport revenues received by City.
- l. The Manager shall maintain accurate records acceptable to the City of all inspections, problems, written correspondence, visits by the FAA or Ohio Division of Aviation, NOTAMS, complaints, emergencies and all other airport activity in written or electronic files. Further, the Manager shall maintain accurate financial records concerning all finances (including, but not limited to, budgets, revenue, and expenses) of the Airport in written or electronic files. Files are to be kept at the Airport Office in the area and by means designated by the parties for such information and shall be available for access, examination and copying by the City upon 24-hour advance notice. All files are to be reliably secured and backed up according to best practices and as approved by City. Within one hundred twenty (120) days after the end of each calendar years commencing with calendar year end 2023, Manager (in consultation with the FBO) shall submit to City a written report (the "Annual Report of Airport Operations") summarizing Airport flight and other operations and financial operations conducted by Manager and the FBO. Such report shall contain such data and information and be in such form as is reasonably satisfactory to City. Among other things that may be covered by the Annual Report

of Airport Operations, the following shall be addressed: (i) total numbers of aircraft landings and departures by month with year over year comparisons; (ii) total census of aircraft hangered by any person, firm or entity; (iii) Airport maintenance and repair activities by month and type; (iv) financial performance of the Airport and budgets; (v) leasing and rental information; and (vi) reports of other services or activities of the Manager and of each FBO operation.

- m. The Manager shall notify the City of any written correspondence received at the Airport requiring or requesting action by the City.
- n. The Manager shall immediately notify the City and the police and/or fire departments of any emergencies and/or safety and security incidents requiring a response by police or fire personnel.
- o. The Manager shall assist and cooperate with City as requested by City in any FAA grant application process and in any periodic updates of an Airport master plan.

3. The Manager shall have the right to propose rules and regulations (including, but not limited to, Minimum Standards for Aeronautical Activity) pertaining to the operation of the Airport property. All such rules and regulations shall be consistent with applicable laws, rules and regulations promulgated by governmental authorities having jurisdiction over the Airport, including, but not limited to the rules and regulations of the FAA and all grant assurances by reason of the FAA grants received for the Airport. All such rules and regulations as proposed shall be presented to the City for its comment, review and approval. City shall consult with the Manager prior to enacting or rescinding rules pertinent to the Airport. The Manager shall be responsible for monitoring and enforcing compliance with the rules and regulations adopted from time to time.

4. The Manager shall have the right to deny use of the Airport to anyone willfully or persistently violating regulations and rules of the FAA, the Ohio Division of Aviation, the Federal Communication Commission or the City.

5. The Manager shall assist the City in the negotiation of leases and other material agreements pertaining to the operation of the Airport or Airport property. The Manager shall administer agreements and leases entered into by the Airport to the extent consistent with City requests and the Manager's responsibilities and duties under this Agreement.

6. The City with Manager's input shall establish and publish a schedule of Airport user fees. Currently the City is charging a monthly access fee of \$100.00 per month per aircraft hangar space; counting each individual hangar space in a multi-aircraft storage facility (e.g. a T-Hangar facility) as a separate hangar subject to the fee.

7. The Manager may, at City's election, be designated as City agent for collection of rents and/or user/access fees and/or other Airport revenue and in such case all such funds shall be duly collected by Manager in trust for City and same shall be deposited in a City designated account at a

reputable financial institution selected by the City for Airport revenues. As provided in Section 2 above, Manager shall keep accurate financial records of all such user fees, Airport revenue and expenses.

8. The Manager shall not enter into any agreement or commitment on behalf of the City without City's prior written approval that (i) requires the City's approval under applicable law or requires the same be let by competitive bidding, or (ii) which is in violation of applicable law, or (iii) which would bind City beyond the period of Manager's engagement. The City and Manager shall develop reasonable guidelines setting forth Manager's authority with respect to routine customary expenditures relative to maintenance, repair and operating the Airport.

9. The Manager shall at all times promote the interests of the City and the Airport through communication with various professional, corporate and civic organizations and shall act in a professional manner at all times during contact with the public. Manager in cooperation with the City shall establish and pursue initiatives to increase aeronautical and related economic activity at the Airport consistent with a vibrant municipal airport for the betterment of the Medina community.

10. The Manager shall cause the Airport Director or another authorized representative of the Manager to attend regularly scheduled meetings of the City concerning Airport operation and development.

11. The Manager shall have such additional authority as is necessarily inferred from the other duties, responsibilities and authority hereinabove set forth subject in all events to City's right to clarify such authority from time-to-time.

12. Manager shall maintain liability insurance in addition to that required to be provided by the City under Section 4(b) with limits of not less than \$ _____ per occurrence and \$ _____ in the aggregate. The Manager shall maintain the City as an additional insured on such policy.

13. City has the right in its discretion from time to time to elect to self-manage any function or activity previously assigned to the Manager. In such event, City may remove the particular function(s) from Manager's responsibilities.

B. RESPONSIBILITIES OF THE CITY

1. The City shall reasonably cooperate with and support the Manager in the fulfillment of Manager's duties and in connection with administration of the Airport.

2. The City shall promptly inform the Manager of any events, correspondence, pending action or other occurrence known to City which may impact the Airport or administration thereof or which bear on the performance of Manager's duties.

3. The City will use reasonable efforts to support the Manager's promotion of the Airport and

use thereof.

4. The City shall keep and maintain or require any applicable lessee to maintain the following policies of insurance:

- a. Appropriate casualty insurance upon the City's buildings and improvements at the Airport in the amount and with coverages determined by City.
- b. Commercial policy of general liability insurance with limits adequately based upon the prudent exercise of the City's discretion. The Manager may be named as an additional insured under such policy.

5. The City shall provide Manager with such professional, legal or engineering assistance as may be required in the proper administration of the Airport; provided that all engagements and costs thereof shall be subject to the prior approval of the City and shall constitute Airport expenses for purposes of Section E(1) of this Agreement. All engagement policies shall be in accordance with applicable law.

6. The City shall use Airport revenues from access fees, lease rentals and other Airport revenue received by City in consultation with the Manager for maintenance and improvement of the Airport so far as reasonably consistent with the goals of the City for the Airport based upon a City approved annual budget to be prepared annually at the commencement of each calendar by the City and the Manager in consultation with one another. An initial part year budget for the balance of calendar year 2023 shall be prepared and submitted for City approval as soon as practicable after the execution of this Agreement. City may apply for such FAA grant assistance for the Airport as is determined by the City to be appropriate and consistent with available FAA grant programs. Manager, at City's request, will assist in the process of preparing such grant application and in utilizing the grants received according to the purposes of such grants, all subject to any applicable laws, rules and FAA grant assurances imposed as a condition of such grants. Notwithstanding anything to the contrary in this Agreement, FAA grant revenue shall be used consistent with the purposes thereof and all required grant assurances. Expected grant revenue and expenditures of same shall be reflected in the Airport budgets to be prepared by Manager with the cooperation of City.

C. TERM OF AGREEMENT

1. The initial term ("Initial Term") of the Agreement shall be for one (1) year commencing on the 1st day of _____, in the year 2023, and ending on the ____ day of _____, 2024. However, this Agreement may be renewed by mutual written agreement of the parties at the end of the Initial Term for an additional _____ year term ending _____, 20____. Each time this Agreement is extended by renewal, it shall be upon the same terms as herein contained, except that the Management Fee shall be subject to mutual agreement of the Manager and the City. The Manager and the City shall, as soon as practicable after a request for extension by either party, commence good faith negotiations to establish a reasonable fee for managerial services.

D. RIGHTS TO TERMINATE

1. Should the Manager fail to discharge any of the heretofore mentioned duties and responsibilities, the Authority shall give written notice of such default. If such default continues for thirty (30) days after receipt of such notice, the City shall have the right to terminate this Agreement by giving written notice of such termination.

2. Should the City default in its responsibilities to the Manager, the Manager shall give written notice of such default. If such default continues for sixty (60) days after receipt of such notice, the Manager shall have the right to terminate this Agreement by giving written notice of said termination. The Authority shall promptly pay all compensation due the Manager, prorated to the date of termination.

3. The City shall have the right to terminate this Agreement in the event the FBO Lease is terminated or expires pursuant to the terms of the FBO Lease.

E. COMPENSATION

1. During the initial term of this Agreement, the Manager shall be paid an annual fee ("Management Fee") in arrears equal to 50% of the Net Revenue (defined hereinafter) of the Airport revenues for each calendar year during the term. "Net Revenue of the Airport" shall mean all revenue received by the City from the Airport operations (not, however, including FAA grant revenue that is allocated to specific projects or to the extent including any portion of FAA grant proceeds for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law) including access fees, rent and other fees minus all direct expenses incurred by City in maintenance, repair and other operations of the Airport (not however including expenses specifically payable with FAA grant proceeds where the grant requires application to the specific expenses or to the extent including any portion of FAA grant paid expenses for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law). The Management Fee for the partial calendar year 2023 commencing on the date of this Agreement and terminating at midnight December 31, 2023 and for any subsequent partial calendar year during the term shall be based on the projected revenue and expense for the full

calendar year and a proration of the projected Net Revenue for the partial year for which a determination is required.

2. By mutual agreement memorialized in written amendment to this Agreement, the parties may agree to Manager's performance of other responsibilities associated with the Airport and the compensation basis therefor.

F. MISCELLANEOUS

1. If any portion of this Agreement is subsequently held to be illegal or invalid, the remainder of this Agreement shall continue to be of full force and effect.

2. Neither party may assign this Agreement without the prior written consent of the other.

3. It is mutually agreed that the terms hereof shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

4. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Manager have hereunto caused their names to be affixed to this Agreement.

City:
City of Medina, Ohio

By: _____

Name: _____

Title: _____

Dated: _____

Manager:
[J. Waldron Entity]

By: _____

Name: _____

Title: _____

Dated: _____

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 23-216-11/13
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2023-048
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
001-0708-52215	cash control - contractual	001-0708-51122	cash control - hosp	3,000.00	x		clear negatives
001-0723-51123	csc- wc	001-0723-52215	csc - contractual	1,400.00	x		clear negatives
104-0301-50111	Pk maint - wages	104-0301-53315	pk maint - tools	3,000.00	x		clear negatives
104-0301-50111	Pk maint - wages	104-0301-53321	pk maint - maint of equip	16,000.00	x		clear negatives
104-0301-50111	Pk maint - wages	104-0301-53322	pk maint - maint of facil	3,000.00	x		clear negatives
108-0610-54411	St repair - land improv	108-0688-54414	Gates millss culvert	874.20	x		clear negatives
108-0610-54411	St repair - land improv	108-0689-54414	s prospect	681.27	x		clear negatives
171-0743-52214	ARPA - Public Bldgs - advert	171-0301-52215	APRA - PK Maint - Contractual	35,000.00	x		ARPA - Skate park concrete grinding
171-0743-52214	ARPA - Public Bldgs - advert	171-0610-54411	ARPA - Land Improvements	405,083.00	x		ARPA - Fire Station Parking Lot
			Total increases to fund:				
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 10/31/2023

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 184-23 ✓

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 23-216-11/13

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2023-054
(Finance use only)

Finance

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0704-52211	Law - Education / Travel	10,000.00		x	clear negatives
		001-0704-52225	Law - Legal Svcs	30,000.00		x	clear negatives
		001-0707-56615	general admn - adv out	5,416,025.00		x	rollovers / advances
		001-0743-50111	pblic bldg - wages	30,000.00		x	clear negatives
		001-0743-53315	pblic bldg - tools / mlnor	12,000.00		x	charging stations
		104-0310-52215	9/11 memorial - contractual	2,500.00		x	clear negatives
		108-0610-56615	St repair - adv out	2,540,530.00		x	rollovers
		108-0808-55511	principal - debt svc	234,999.86		x	debt payments
		108-0808-55512	interest - debt svc	181,825.00		x	debt payments
		109-0401-53315	Ohio epa charging stations / tools / minor	30,000.00		x	Charging stations
		109-0631-53315	City Hall Work out room/ tools /minor	11,000.00		x	donations from medina hosp presidents fund and van epp
		109-0652-56615	Grants fund - airport / alp update	9,375.00		x	rollover adv
		109-0705-50111	probation supervision grant	101,093.00		x	probation supervision grant
		109-0705-50112	probation supervision grant	1,000.00		x	probation supervision grant
		109-0705-50114	probation supervision grant	3,000.00		x	probation supervision grant
		109-0705-50115	probation supervision grant	2,000.00		x	probation supervision grant
		109-0705-50116	probation supervision grant	6,000.00		x	probation supervision grant
		109-0705-50117	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51121	probation supervision grant	10,000.00		x	probation supervision grant
		109-0705-51122	probation supervision grant	10,000.00		x	probation supervision grant
		109-0705-51123	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51126	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51131	probation supervision grant	5,000.00		x	probation supervision grant
		109-0705-52211	probation supervision grant	1,000.00		x	probation supervision grant
		109-0705-53315	probation supervision grant	5,000.00		x	probation supervision grant
		109-0757-50111	Veteran's Court - Wages	40,000.00		x	Veteran's court Grant
		109-0757-51121	Veteran's Court - Retirement	7,000.00		x	Veteran's court Grant
		109-0757-51122	Veteran's Court - Hosp	6,000.00		x	Veteran's court Grant
		109-0757-51123	Veteran's Court - WC	1,000.00		x	Veteran's court Grant
		109-0757-51126	Veteran's Court - medicare	500.00		x	Veteran's court Grant
		109-0757-51129	Veteran's Court - Personal svc	500.00		x	Veteran's court Grant

	109-0757-52226	Veteran's Court - Prof Svcs	20,000.00		x	Veteran's court Grant
	125-0451-56615	CDBG-Allocation Adv out	391,000.00		x	repay adv
	125-0452-50111	CDBG - Allocation	44,000.00		X	PY23 grant
	125-0452-51121	CDBG - Allocation	4,400.00		X	PY23 grant
	125-0452-51126	CDBG - Allocation	600.00		X	PY23 grant
	125-0452-52215	CDBG - Allocation	101,080.00		X	PY23 grant
	125-0453-56615	CDBG-Allocation Adv out	150,000.00		x	repay adv
	138-0460-56615	CDBG - CHIP Adv out	245,280.00		x	rollover adv
	139-0460-56615	Home - Chip adv out	454,720.00		x	rollover adv
	139-0460-52215	py 20 chip	35,891.00		X	re-appropriate lost encumbrances
	147-0652-56615	airport narrative / alp update	168,750.00		x	rollover adv
	147-0659-56615	Fed Airport grant fund - airport obstruction study	150,000.00		x	rollover adv
	151-0101-53313	Equitable sharing - operating	5,000.00		x	clear negative
	380-0688-56615	Adv Out - Gates Mills Culvert	398,945.00		x	repay adv
	380-0688-54414	gates mills	2,363.56		x	to appropriate lost enc / cover negative
	380-0689-56615	adv out - s prospect	493,940.00		x	rollover (108 fund)
	386-0676-56615	adv out - w smlth ph 4	2,046,590.00		.x	rollover (108 fund)
	390-0645-52222	TIF - Auditor exp	1,000.00		x	to cover exp
	390-0645-56615	TIF - adv out	3,180,680.00		x	repay /and adv new amount
	390-0645-56612	TIF - Refund of Tif Revenue to Schools	20,000.00		x	needed to pay schools portion of tif
	428-0201-56615	Adv out - Weed control	30,000.00		x	repay advances
	514-0543-52215	san - contractual	150,000.00		x	needed for tip fees san eng
	546-0530-52215	wtr cap - contractual	35,000.00		x	granger rd - emerg repairs
	546-0530-55511	wtr - refunding	10,583.36		x	debt payments
	547-0650-50111	Airport - wages	5,000.00		x	cover negatives
	547-0650-52213	Airport - lns / taxes	7,000.00		x	cover negatives
	547-0650-52215	Airport Contractual	35,000.00		x	cover negatives
	547-0650-5615	56615 Airport - adv out	935,000.00		x	rollover advances
	616-0915-59938	section 125	20,000.00		x	cover negatives
	637-0920-56615	Agency - advances	145,000.00		x	repay adv
	676-0746-53321	Mech - maint of equip	1,202.79		x	appropriate reimbursement check
	819-0220-56615	Cemetery Endowment	5,000.00		x	repay adv
	924-0930-56615	Law Library	30,000.00		x	repay adv
	939-0430-56615	Bd Bldg standards	20,000.00		x	repay adv
		Total Increases to funds:				
		Total reductions to fund:				
		Total transfers within fund:				

EXPLANATION:

Please see Reason column for details. These new appropriations are a mix of new advances for grants, rollovers for grant funds, advance repayments, tlf payments and clearing negatives in accounts.

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 10/31/2023

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 184-23 ✓

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)

RCA Number
(Council use only)

RCA 23-216-11/13
Finance
NO. 2023-057

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

7*
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
574-0356-50111	Salaries	574-0303-50111	Salaries	\$ 28,000.00	X	
574-0352-50111	Salaries	574-0357-50112	Salaries	15,000.00	X	

EXPLANATION:
Transfer staffing from indoor to outdoor pool for resurfacing project and extended season.
Transfer staffing from Rascal Room to Programming for preschool classes and additional camps

DEPARTMENT HEAD: Jahsen Wehrley

DATE: 11/1/2023

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION:

ORD. NO. 184-23 ✓

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

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

NO. Rea 23-217-1113

Committee: Finance & Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: 10/31/2023
SUBJECT: Rollover of Outstanding Advances

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to **rollover** the following advances:

Advance From;	Advance To:	Amount	Purpose
General Fund (#001)	138-CDBG-CHIP Fund	\$245,280.00	To rollover the advance initially authorized in 2021 for the PY 20 CDBG-CHIP grant (138-0460)
General Fund (#001)	139-HOME-CHIP Fund	\$454,720.00	To rollover the advance initially authorized in 2021 for the PY 20 HOME-CHIP grant (139-0460)
General Fund (#001)	Grants Fund (#109)	\$9,375	To rollover the advance initially authorized in 2022 for the Airport Narrative / ALP Update project 109-0652
General Fund (#001)	Fed Airport Grant Fund(#147)	\$150,000	To rollover the advance initially authorized in 2020 for the Airport Obstruction Removal Study project 147-0659
General Fund (#001)	Fed Airport Grant Fund(#147)	\$168,750	To rollover the advance initially authorized in 2022 for the Airport Narrative / ALP Update project 147-0652
Street/Stormwater (#108)	OPWC (#380)	\$493,940	To rollover the advance initially authorized in 2022 for the S Prospect project 380-0689
Street/Stormwater (#108)	FHWA (#386)	\$2,046,590	To rollover the advance initially authorized in 2022 and 2023 for the W Smith Ph 4 project - repay \$2,046,500+\$90 - re adv \$2,046,590 (386-0676)
General Fund (#001)	Airport Fund (#547)	\$235,000.00	To rollover the advance initially authorized in 2012 to cover negatives in the Airport Fund 547-0650
General Fund (#001)	Airport Fund (#547)	\$300,000.00	To rollover the advance initially authorized in 2012 to help pay for a jet fuel tank and dispensing system.547-0650
General Fund (#001)	Airport Fund (#547)	\$400,000.00	To rollover the advance initially authorized in 2019.547-0650

These advances (for the grant funds) are necessary to cover expenditures until the City receives reimbursement from the grantor agency.

Estimated Cost: \$4,503,855 from General Fund

Suggested Funding: See above.

Sufficient Funds in Account

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

NEW APPROPRIATION needed in Account No.: refer to appropriation #2023-054

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord/Res.
Date:

*Ord. 185-23
11-13-23*



REQUEST FOR COUNCIL ACTION

NO. RCA 23-218-11/1

Committee: Finance & Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: 10/31/2023
SUBJECT: Rollover of Outstanding Advances - TIF Fund

SUMMARY AND BACKGROUND:

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

RD
66-2

Advance From;	Advance To:	Amount	Purpose
(#390) Downtown Redevelopment TIF Fund	General Fund (#001)	\$3,180,680.00	To repay the advances authorized in 2022.

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

RD
87-2

Advance From;	Advance To:	Amount	Purpose
General Fund (#001)	(#390)- Downtown Redevelopment TIF Fund	\$3,152,900.00	Advance to the TIF fund needed to cover expenditures until the City receives reimbursement from the TIF district.

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the TIF district

Estimated Cost: \$3,180,680 from the TIF Fund
\$3,152,900 from General Fund

Suggested Funding: See above.

Sufficient Funds in Account

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

NEW APPROPRIATION needed in Account No.: refer to appropriation #2023-054

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord/Res.
Date:

Ord. 186-23 ✓
~~Ord. 184-23~~
11-13-23

REQUEST FOR COUNCIL ACTION

No. RCA 23-219-11/13

Committee: Finance + Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 31, 2023
SUBJECT: Transfer Request –

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to transfer \$30,000 from the General Fund (#001) to the Special Assessment Fund (#428)

Estimated Cost: \$30,000
Suggested Funding: General Fund
Sufficient funds in Account No.: 001-0707-56611
Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 187-23 ✓

REQUEST FOR COUNCIL ACTION

No. RCA 23-220-11/13
 Committee: Finance + Council

FROM: Keith Dirham, Finance Director
 Lori Bowers, Deputy Finance Director
 DATE: October 31, 2023
 SUBJECT: Advance Request

SUMMARY AND BACKGROUND:

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

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Grant Fund (#109)	\$30,000	Ohio EPA – Charging Stations Grant
General Fund (#001)	Special Assessment Project (#428)	\$10,000	To cover special assessment fund
General Fund (#001)	Agency Fund (#637)	\$100,000	To cover shortfalls in fund
General Fund (#001)	Bd / Bldg Standards (#939)	\$10,000	To cover shortfalls in fund
General Fund (#001)	CDBG- Allocation(#125)	\$150,000	PY23 CDBG Allocation Grant

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

Estimated Cost: \$150,000 from the General Fund.

Suggested Funding: See above.

Sufficient funds in Account No.:

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

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

refer to app:2023-054

Emergency Clause Requested: No

Reason:

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

Date: Ord./Res.

*Ord. 188-23 ✓
 11-13-23*

REQUEST FOR COUNCIL ACTION

No. RCA 23-221-11/13

From: POLICE DEPARTMENT
Chief Edward B. Kinney



Committee
Mayor's Initials: Finance

Guidelines: See information on back of form

Date: October 16, 2023

Subject: Approve the Mayor to sign an MOU with the Medina County Emergency Management Agency to install an amateur radio repeater in/on the Progress Drive water tower.

Summary and Background

The Medina County EMA Communications Unit is a volunteer group of amateur radio operators committed to providing effective and efficient communication services to support the Medina County EMA and emergency response efforts throughout Medina County and the region. The unit would like to install an amateur radio repeater and antenna on the Progress Drive water tower. The repeater will allow communication redundancy in the event of a major disaster or emergency in Medina County.

Estimated Cost: 0

Suggested Funding:

Sufficient Funds in Account No:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed:

Account No:

Emergency Clause Requested:

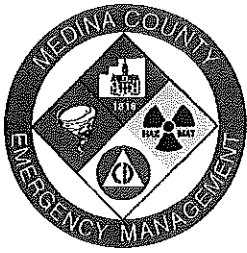
No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:



Medina County Emergency Management Agency



Phone: (330)722-9240
www.medinacountyema.org

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between The City of Medina and the Medina County Emergency Management Agency, through its authorized representative.

WHEREAS: The Medina County EMA Communications Unit is a volunteer group that is committed to providing effective and efficient communication services to support the Medina County EMA and emergency response efforts within Medina County.

WHEREAS: Amateur radio plays a crucial role in disaster preparedness and response, as it can provide a backup communication system when conventional methods fail.

WHEREAS: Amateur radio operators have identified the Water Tower on North Progress Drive as an ideal location for the installation of an amateur radio antenna and repeater.

WHEREAS: This site's elevation and central location make it optimal for extending communication reach and enhancing the ability to respond effectively.

WHEREAS: The tower has available space engineered to mount the type of antenna required.

PURPOSE: Installation of a professionally designed and engineered amateur radio antenna and repeater on The City of Medina Water Tower on North Progress Drive. The antenna will be securely mounted and comply with all relevant safety regulations and municipal codes. The repeater station will be installed in a rack or cabinet in the base of the tower, adjacent to the existing installed equipment. This installation will require a minimal physical footprint and will not interfere with any existing infrastructure or services.

OBLIGATIONS: The City of Medina shall furnish access to the site and allow the equipment to be attached to the structure. The City of Medina shall furnish electrical power for the installed equipment. The Medina County Emergency Management Agency shall furnish the two-way radio equipment and install the equipment. The Medina County Emergency Management Agency will perform periodic maintenance of the installed equipment as required.

DURATION: This MOU is at-will and may be modified by mutual consent of authorized officials from The City of Medina and the Medina County Emergency Management Agency. This MOU shall become effective upon signature by the authorized officials from either organization and will remain in effect until modified or terminated by any one of the partners with 30 days' notice to the other partner.

IN WITNESS WHEREOF, each of the Parties hereto has caused the signature of its appropriate official(s) to be set hereto pursuant to the authority of its appropriate legislative authority.

The City of Medina

Medina County Emergency
Management Agency

Signature

Signature

Printed Name

Printed Name

Title

Title

REQUEST FOR COUNCIL ACTION

No. RCA 23-222-11/13
Committee: Finance

FROM: Andrew Dutton
DATE: 11-6-23
SUBJECT: MOU for Transit Services

SUMMARY AND BACKGROUND:

Medina County Public Transit (MCPT) submitted a proposal to provide transit services for the City of Medina on May 4, 2023 (Attached). Council's approval is requested to authorize the Mayor to enter into a Memorandum of Understanding with MCPT (Attached), acting on behalf of the Medina County Board of Commissioners. The Memorandum of Understanding will be for MCPT to provide public transportation services within the City of Medina during the operating period of January 1, 2024 through August 31, 2025 as part of the PY23 Community Development Block Grant (CDBG) allocation.

Whereas the Ohio Department of Development has made the CDBG a bi-annual application, the grant period covers two fiscal years. The City of Medina shall contribute the total amount of \$90,000.00 towards Medina County Transit services to be distributed as follows:

2024	\$37,500 – CDBG funds
2024	<u>\$ 7,500</u> – City of Medina General Funds
	\$45,000
2025	\$37,500 – CDBG funds
2025	<u>\$ 7,500</u> – City of Medina General Funds
	\$45,000

Estimated Cost: \$90,000

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. \$75,000 out of 125-0452 (PY23 CDBG Allocation Grant) and \$15,000 from 001-0707 (General Funds)

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Ord./Res.
Date:

MEMORANDUM OF UNDERSTANDING

Medina County Public Transit, acting on behalf of the Medina County Board of Commissioners, hereby agrees to provide public transportation services and complementary paratransit services within the City of Medina during the operating period of January 1, 2024 through August 31, 2025.

Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through the use of Medina County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

Hours of operation for these services shall be approximately 6:00 a.m. through 6:00 p.m., Monday through Friday, and 10:00 a.m. through 5:00 p.m., on Saturdays.

Medina County Public Transit acknowledges that transit services will be provided for Low To Moderate Income/Limited Clientele (i.e., elderly, disabled, etc.) in Medina.

Medina County Public Transit will be responsible for tracking ridership numbers in Medina.

No later than October 17, 2025 (two weeks prior to the end of the grant period on October 31, 2025) Medina County Public Transit will provide ridership numbers for Low To Moderate Income/Limited Clientele in Medina to the City of Medina.

The City of Medina, in recognition of the importance of providing these services to its residents, shall contribute the total amount of \$90,000.00 toward the overall costs of operation of these transit services during the aforementioned period. Medina County will commit \$300,000 towards the Medina County Transit Services for the aforementioned period.

An annual invoice will be sent by Medina County Public Transit to the City of Medina for transit services.

Either party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.

Colleen Swedyk, President
Medina County Board of Commissioners

Dennis Hanwell, Mayor
City of Medina

Date: _____

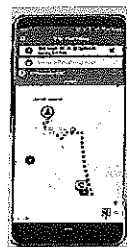
Date: _____



Why Microtransit?

>>MCFlex 
Medina County Public Transit

- ✓ More Transit flexibility and area coverage
- ✓ Less travel time for passengers
- ✓ Less fuel consumption
- ✓ Opportunity to build ridership
- ✓ Real-Time technology trip booking

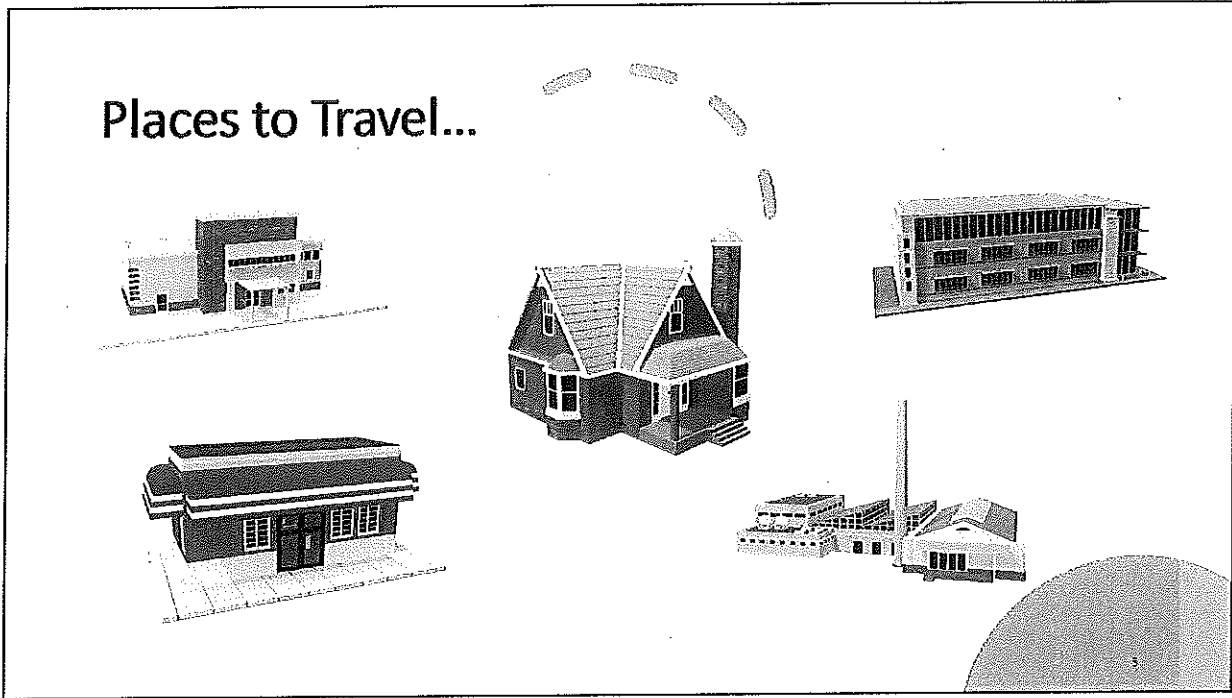


Download on the
App Store

Available on the
Google Play

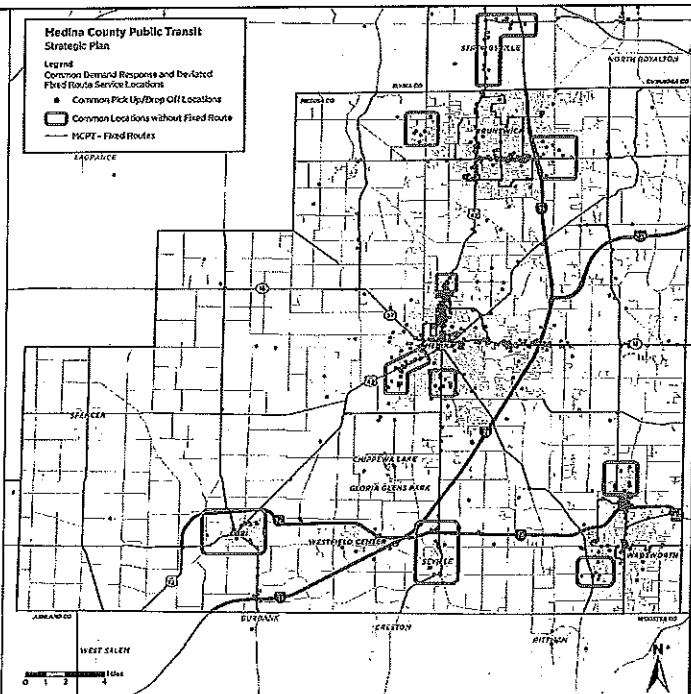


Places to Travel...



Common Transit Stops in Medina County

- Analysis of pick up and drop off locations of Demand Response and Deviated Fixed Routes
- Most located along Fixed Routes
- Some areas where there is high demand and no fixed service
- Particularly north and south of the Wadsworth Route



MC Flex Wadsworth Pilot Update

2022

MARCH

339 TRIPS

8% REVENUE
MILES

2023

MARCH

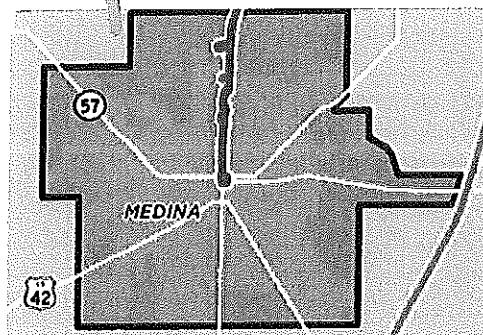
675 TRIPS

44% REVENUE
MILES

5

Proposed Medina City MC Flex

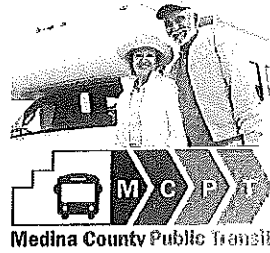
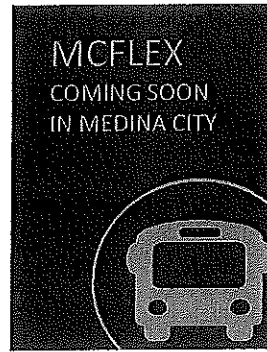
- Monday – Friday
 - 6AM-6PM
 - (3) Buses
- Saturday
 - 9AM-5PM
 - (1) Bus
- Monitor performance metrics and adjust as needed
- Proposed Service starting in Summer 2023



6

Spreading the Word

- MCPT staff will be working with Medina to distribute information to residents
- Opportunities include:
 - Printed and distributed information
 - Face to face interaction
 - Social media and email
- Anyone who would like to distribute information is welcome to help!



Questions...

OK
26
Kim Marshall
11-6-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-223-11/13.

FROM: Kimberly Marshall, Economic Development Director Committee: Finance + Council

DATE: November 6, 2023

SUBJECT: ODOD Building Demolition Site Revitalization Grant Application

SUMMARY AND BACKGROUND:

This request is to authorize the Mayor to apply for an Ohio Department of Development Building Demolition Site Revitalization Grant to demo the Totts House and accessory structures located at the Medina Municipal Airport and execute any and all paperwork pertaining to the grant. If approved, the City will need to enter into a Subrecipient Grant agreement.

The Medina County Commissioners have appointed the Medina County Port Authority as Lead Entity for the program funding. Grant applications are due on November 20th, 2023 to the Port Authority.

Budget Estimate for the project is: \$40,000, however we are still working on getting necessary quotes for the project.

The state has just released the second round of funding for the program, however, there are some remaining funds from the first round of funding so we respectfully request to submit the grant application with the flexibility to apply for both rounds to give us the best change of grant award.

This request is also subject to Law Directors approval.

Estimated Cost:

Suggested Funding:)

Sufficient funds in Account No.

- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES

Reason: Applications due to Port Authority on November 20th

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

~~Res. 189-23~~
11-13-23

Medina County/ODOD Building Demolition and Brownfield Grant Program

Project Name	
Building/Site Owner	
Applicant Name (if different from building/site owner)	
Applicant E-mail Address	
Applicant Phone Number	
Project Site Address	
City/Village/Township	
Project Parcel #	
Project Description	
Anticipated End Use	
Start Date of Project	
End Date of Project	
Total Cost of Project	
Requested Building Demolition Grant Amount (eligible costs only)	
% of Match Funds (for grant requests in excess of \$500,000)	
Requested Brownfields Grant Amount (eligible costs only)	
% of Match Funds (for grant requests in excess of \$1 million)	



Building Demolition and Site Revitalization Program Guidelines

Included in Substitute House Bill 110, the state budget bill for State Fiscal Years 2022-2023, Ohio Revised Code (ORC) 122.6512 created the "building demolition and site revitalization program" to be overseen by the Ohio Department of Development (Development). The purpose of the provision is to award grants for the demolition of commercial and residential buildings and revitalization of surrounding properties on sites that are not brownfields. This program provides \$150 million with \$500,000 set-aside per county. The remaining funds will be provided on a "first-come, first-served" basis. Set-aside funds are reserved for one-calendar year from the date of appropriation (July 1, 2021). After one calendar year, the funds will become available for grants throughout the state (July 1, 2022). A total of 2.5% of the total funding (\$3,750,000) will be used for Development's administrative purposes.

Award Period

Award period will be determined based on application approval.

Eligible Applicants

A "Lead Entity" must be established for each county. If funded, the Lead Entity will be the award recipient and the responsible party with whom Development will execute a grant agreement for the grant funds. There shall be only one Lead Entity per county. Where a county land reutilization corporation has been established, it shall be the Lead Entity for that county. The county land reutilization corporation must submit a grant user access form to Development no later than close of business December 20, 2021. Any collaboration between the Lead Entity and other local governments or nonprofit organizations must be documented in the application.

If a county has not created a county land reutilization corporation, the Board of County Commissioners must submit a Lead Entity letter of intent and grant user access form, identifying either the Board of County Commissioners or another unit of local government within that county to serve as the Lead Entity. This letter of intent and grant user access form must be submitted to Development no later than close of business, December 20, 2021. The Lead Entity letter of intent must demonstrate collaboration with all potential subrecipients within that county.

Subrecipient Agreement

The Lead Entity must enter into a subrecipient agreement with known end users of any award. A subrecipient agreement between the Lead Entity and other end users (i.e. other local governments, nonprofit organizations, community development corporations, regional planning commissions, community action agencies, etc.) must be submitted as part of the application, if applicable.

The subrecipient agreement must include, at a minimum, the following: statement of work, records and reports, budget and balances, compliance with federal and state laws, and suspension and termination provisions. A sample subrecipient agreement may be provided to the Lead Entity if requested after a grant agreement is signed with Development.

Eligible Properties

Commercial and residential buildings on sites that are not brownfields are eligible properties. Commercial properties include buildings that were used for retail, office, manufacturing, industrial, industrial warehousing, institutional, or other non-residential or mixed-use (meaning any mix of these uses or a mix of residential and commercial uses) purposes. Non-vacant and blighted structures are not eligible, unless they are contiguous and/or connected to vacant and blighted structures that are necessary to demolish. Lead entities should utilize the local governments' strategic plan and/or Community Housing Improvement Strategy to identify blighted, vacant or abandoned structures must if available.

Subsequent redevelopment of the properties will be at the discretion of Lead Entities or local governments pursuant to their strategic or community plans or, in the case of nuisance abatement demolitions, private owners. Lead Entities or local government subrecipients may elect to place demolition liens or assessments on properties that were demolished to abate a nuisance. Program funds may be used for site revitalization of surrounding properties on sites that are not brownfields for post demolition costs but not for other redevelopment purposes.

Eligible Costs

Administrative costs: The below reasonable administrative and operating costs are eligible expenses, not to exceed 10% of the total amount of grant.

All work must be completed by May 1, 2023. Lead Entities will have until July 15, 2023, to submit disbursement request. A final project report is required by December 31, 2023 (please see below under Reporting).

Cost Category	
General Administrative Costs	<ul style="list-style-type: none"> • General Management and Oversight of Program • Technical Support Services • Contractor pre-qualification • Spec-writing and bid preparation • Contract preparation • Evaluation and Monitoring • Invoice processing/payment • Preparation of Program Disbursement Requests • Report Preparation • Local Historic Review/Assessments (Ohio Historic Preservation Office clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by Development
Eligible Pre-Demolition Costs	<ul style="list-style-type: none"> • Acquisition of Real Estate (no more than 10% of the total request, not to exceed the county auditor property value) • Initial property inspections/assessments • Property security costs, board up • Grass mowing prior to demolition • Interior and exterior debris removal and disposal (including illegal dumping, junk vehicles, discarded tires, etc.) • Environmental assessments • Asbestos surveys • Contract preparation and review by third-parties • Architectural/engineering fees, including cost estimates, bid specifications and job progress inspections

	<ul style="list-style-type: none"> • Bid advertisements for vendors • Other expenses approved on a case-by-case basis by Development
Eligible Demolition Costs	<ul style="list-style-type: none"> • Removal and disposal of asbestos • Removal and disposal of other hazardous materials • Demolition of buildings including disposal, backfill, compaction • Clearance of structures and improvements (trees, shrubs, poles, porch piers, patios, fireplaces, fences, barriers, walls, driveways, aprons, service walks, parking lots, light poles, smokestacks, signage, etc.) • Removal of underground storage tanks and utility services including electrical transformers • Removal and/or filling/capping of septic systems and wells • Removal of additional exterior or interior dumping of debris prior to demolition • Vehicle towing • Equipment purchases or rentals, such as safety fencing, erosion control silt socks, portlets, etc. • Saw-cutting adjacent party walls and parging the wall to remain • Regulatory permit and inspection fees • Documented, labor, material, or equipment costs • Relocation of utility structures above ground • Other expenses approved on a case-by-case basis by Development
Eligible Post-demolition Costs (Required for each project)	<ul style="list-style-type: none"> • Site restoration (grading and seeding) • Public sidewalk, curb or catch basin repair or, if required by local municipality, installation
Eligible Post-demolition Costs (Optional for each project and capped at \$5,000 per project)	<ul style="list-style-type: none"> • Greening and improvements (Trees, shrubs, flowers, and other landscaping) • Architectural elements (fencing, signage, benches, and other hardscaping)
Ineligible Costs	<ul style="list-style-type: none"> • Marketing of project site(s) • Litigation expenses for legal unrelated to tax foreclosure • Property taxes • Property insurance premiums • Payment of delinquent utility costs • Post-demo property maintenance including mowing • Costs incurred prior to the grant period (with the exception of match)

Prevailing Wage Rates and Labor Standards: Grantees will comply with the provisions of ORC Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in construction work financed with grant funds.

Total project awards are determined at the discretion of Development.

Matching Funds

Match funding is required for projects in excess of the County set-aside. For any project in excess of the County Allocation, 25% of project costs must be committed to the project and documentation must be provided.

Sources of Match

Federal, state, and local funds can be utilized for match. Development will not restrict a specific funding stream (i.e. Community Development Block Grant, American Rescue Plan Act, etc.) from counting towards match. However, it is incumbent on the applicant that the project is an eligible expense for the funding they utilize for match. Failure to maintain match due to an ineligible expense may result in Development requiring the repayment of program funds due to failure to comply with the 75% funding threshold per project. For the purposes of this program, future in-kind contributions can be considered as an eligible expense for match. Funds that were utilized within the last two years may also be used for match.

Application Process

In counties where a county utilization corporation exists, a *grant user access form* must be submitted to Development no later than close of business December 20, 2021. The grant user access form will identify who need access to the online application for grant completion, submission and disbursements. Once the grant user access form is submitted, Development will provide access to Lead entities on or before December 22, 2021.

Beginning December 6, 2021, Development will begin accepting Lead Entity designation letters and grant user access forms for counties where a land reutilization corporation is not established. The letter of intent and grant user access form must be submitted to Development no later than close of business December 20, 2021.

All documents should be emailed to redvelopment@development.ohio.gov and the subject line should be "Letter of Intent and Grant User Access Form" or "Grant user access form" as appropriate. The grant user access form must be submitted in excel.

In addition to the documentation above, all Lead Entities must create an OH|ID account. For more information on creating an OH|ID, please click [here](#).

Lead entities are encouraged to submit requests for projects that may not have match funds available first since match funds are not required for the county set-aside (up to \$500,000). All requests submitted in excess of \$500,000 are subject to the match requirement and will be reviewed and approved on a first come-first serve basis. Lead entities must submit all applications by close of business February 28, 2022. Additional requests and other budget modifications are described below.

Eligible applicants will be required to provide the following on each application:

- Applicant contact information (including indicating a primary contact)
- County represented
- Budget
- Scope of Work including:
 - Project name
 - Estimated Start and End Date
 - Project location (city/village)
 - Project description
 - Anticipated location end use
 - The Median Household Income for the county is less than the statewide average Median Household Income. Current Ohio Median Household Income is \$56,602 (source: 2015-2019 American Community Survey 5-year estimate).
 - Is the community unemployment rate greater than the current state unemployment rate, as compared to the most recently released Ohio Unemployment Rate data provided by the Ohio Department of Job and Family Services.

- Documentation
 - Match verification
 - Subrecipient agreement(s)
 - Verification of blighted, vacant or abandoned structures
 - Project pictures
 - Contracts
 - Permits
 - Property ownership information
 - Other

Grant Amendments or Revisions

Amendments to the grant agreement are expected and allowable. Amendments to the grant agreement may be requested by a Lead Entity that did not apply for its full County Allocation, or to receive additional funding from the State Allocation (if available). The Lead Entity will need to demonstrate the need and new/revised projects for the additional funding and the ability to expend the funds in the allotted program timeframe. Additional funds in excess of the County Allocation are available on a "first-come, first-served" basis. Amendments cannot be requested until after February 28, 2021 and are only accessible if funds are available.

For grant modifications not requesting additional funds, the Lead Entity may submit a grant revision. Grant revisions may include requesting to add a subrecipient that it had not identified in its application via a grant revision process. Such addition shall be subject to review and approval by Development.

Development reserves the right on July 1, 2022, to recapture and apply to the State Allocation, any County Allocation funds that have not yet been obligated.

Reimbursement Requests

Upon execution of a grant agreement, Development will provide access to a disbursement request. An Ohio Supplier ID is required for disbursement. If the eligible applicant does not currently have an Ohio Supplier ID, the entity will be required to register for an Ohio Supplier ID at Supplier.Ohio.gov. Lead Entities will only be able to receive an award once a valid Ohio Supplier ID matching the FEIN/SSN provided in the application has been obtained and is verified by Development. Lead Entities that need assistance obtaining an Ohio Supplier ID or need to make changes to an existing Ohio Supplier ID should visit: <https://supplier.ohio.gov/wps/portal/sp/suppliers/help-center>. Lead Entities may submit one reimbursement request per month. Development may request additional documentation in support of the reasonable and necessary costs.

Reporting

Two types of reports are required of the Lead Entities under this program:

1. Quarterly Performance Report: This report must include documentation of demolition including before, during, and after pictures of demolition activity for each address, expenses, matching funds if required, environmental reports, authority for demolition (title, consent, court order, etc.) and contractor release of liens. Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.
2. Final Performance Report: Lead Entities must provide a final performance report on demolitions and land reutilization by December 31, 2023. This report must include the number of demolitions completed, expenditures including in-kind contributions, and program accomplishments including community and economic benefits realized.

The templates for both reports and specific requirements will be provided to the Lead Entities at a later date.

Program Income

This program's goal is to encourage demolition and revitalization beyond its current funding allocation. Revenues may be generated by a Lead Entity or subrecipient during this process as a result of collection of liens, assessments, salvage proceeds, and/or final disposition of vacant properties. Any revenue generated in connection with this program will remain with the Lead Entity or subrecipient and is restricted to future demolition, brownfield remediation, neighborhood stabilization activities, or economic development activities. The Lead entity should submit to Development a final program income report at the close of the grant agreement.

Compliance Areas

All Lead Entities must have policies and procedures in place to effectively and consistently manage the details of all activities, including administration, demolition management, and compliance areas. These policies and procedures must incorporate all federal, state, and local regulations and guidelines.

Final inspection and retainage payments

The Lead Entity shall have a final inspection conducted on all demolition projects. All punch list items shall be completed and inspected prior to submitting each disbursement request. The Lead Entity may include in their disbursement requests the full amount of any demolition contract retainage payment that the Lead Entity has yet to pay. Development will pre-pay Lead Entities for unpaid demolition contract retainages, however, evidence that the retainages have been paid must be submitted within nine months of submittal of the disbursement request. The program recognizes that retainages are typically held back until grass has grown on the site and that this can sometimes span across several seasons of the year. Extensions of time to submit evidence that retainages have been paid will be made by Development on a case-by-case basis.

Contractors

Screening of contractors: The Lead Entity or subrecipient must identify and document the requirements that local contractors must meet in order to participate in the program. The requirements should be rigorous enough to screen out unqualified or unstable contractors but not so stringent as to prevent the participation of competent contractors. Contracts shall include anti-kickback and non-collusion clauses and property tax certifications. The following requirements apply to the screening of contractors conducting work through the program.

Liability insurance: Private contractors must have adequate liability and property damage insurance.

Workers' Compensation: Private contractors must, at a minimum, be paying into the Ohio Workers' Compensation Program. A private contractor operating a sole proprietorship and who has no employees is exempt from this requirement.

Debarment: Check the Federal and State debarment list for additional evaluation.

Certifications: Have policies regarding a Drug Free Workplace, and EEO.

Ethics: All contractor personnel must be knowledgeable of and understand Ohio Ethics and Conflict of Interest Laws.

The Lead Entity and subrecipients must identify and document policies and procedures for barring poor performing contractors from continuing to participate in the program.

Contracts

Demolition of a property shall not take place until a contract has been executed between the Lead Entity or subrecipients and contractors or vendors and the "right of recession" date has expired. The contract must meet industry standards and contain the following:

- Work start date and completion date;
- Total amount of money to be paid for the work;
- Responsibilities, terms and conditions for all parties;
- Daily property maintenance and site cleanup provisions;
- Any requirements and limitations regarding sub-contractors;
- Work specifications;
- Be signed and dated;
- Procedures for inspections, payments, changes in the scope or cost of work, resolving disputes and termination of the contract;
- Appropriate federal and state provisions, including, but not limited to prevailing wage and equal opportunity, etc.;
- Requirements regarding the release of liens;
- All applicable warranties; and
- Procedures for settling of disputes.

Lead Entities or subrecipients who maintain a high volume of projects and have master demolition contracts governing multiple demolitions may submit the master contract form for pre-approval by Development. Once approved, these awardees may submit notices to proceed issued in connection with the master contract with disbursement requests rather than the entire demolition contract.

Environmental Compliance

The Lead Entities, all subrecipients, and all subcontractors for the Lead Entities or subrecipients' subcontractors must comply with all applicable federal, state, and local environmental laws.

Lead-based paint requirements:

Awardees must follow all applicable state and local regulations, laws and policies in effect regarding Lead-Based Paint.

Asbestos requirements:

Awardees must follow all applicable state and local regulations, laws, and policies in effect regarding asbestos.

Demolition permits:

The city and/or county may also require permits for the demolition of a building.

Updates to program Guidelines

Changes and/or corrections to any part to the program guidelines may be made from time to time and will be provided by Development to the Lead Entities and/or posted on Development's website. Development reserves the right to make exceptions to these guidelines on a case-by-case basis for any reason.

Indemnification

Unless otherwise exempted by law, any Lead Entity and subrecipient shall indemnify and hold harmless the State of Ohio and the Ohio Department of Development, including its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Lead Entity's or subrecipient's performance of a

contract.

Definitions

The term "vacant" means that the property is currently not occupied by any lawful occupant and has not been lawfully occupied for at least 60 days (unless vacated due to fire, casualty, or other emergency).

The term "blight" incorporates the same definitions as "blighted area," "slum," and "blighted parcel" as found in ORC 1.08 which are as follows:

"Blighted area" and "slum" mean an area in which at least 70% of the parcels are blighted parcels and those blighted parcels substantially impair or arrest the sound growth of the state or a political subdivision of the state, retard the provision of housing accommodations, constitute an economic or social liability, or are a menace to the public health, safety, morals, or welfare in their present condition and use.

"Blighted parcel" means either of the following:

- A parcel that has one or more of the following conditions:
 - A structure that is dilapidated, unsanitary, unsafe, or vermin infested and that because of its condition has been designated by an agency that is responsible for the enforcement of housing, building, or fire codes as unfit for human habitation or use;
 - The property poses a direct threat to public health or safety in its present condition by reason of environmentally hazardous conditions, solid waste pollution, or contamination;
 - Tax or special assessment delinquencies exceeding the fair value of the land that remain unpaid 35 days after notice to pay has been mailed.
- A parcel that has two or more of the following conditions that, collectively considered, adversely affect surrounding or community property values or entail land use relationships that cannot reasonably be corrected through existing zoning codes or other land use regulations:
 - Dilapidation and deterioration;
 - Age and obsolescence;
 - Inadequate provision for ventilation, light, air, sanitation, or open space;
 - Unsafe and unsanitary conditions;
 - Hazards that endanger lives or properties by fire or other causes;
 - Noncompliance with building, housing, or other codes;
 - Nonworking or disconnected utilities;
 - Is vacant or contains an abandoned structure;
 - Excessive dwelling unit density;
 - Is located in an area of defective or inadequate street layout;
 - Overcrowding of buildings on the land;
 - Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - Vermin infestation;
 - Extensive damage or destruction caused by a major disaster when the damage has not been remediated within a reasonable time;
 - Identified hazards to health and safety that are conducive to ill health, transmission of disease, juvenile delinquency, or crime;
 - Ownership or multiple ownership of a single parcel when the owner, or a majority of the owners of a parcel in the case of multiple ownership, cannot be located.

The term "residential" shall mean a structure that is:

- On land zoned for residential use;
- Being used as a residential dwelling;
- Had been used as a residential dwelling; or
- Connected to any structure that is currently used or has previously been properly used as a residential dwelling as a mixed use.

Round 2
New Projects



Department of Development

Building Demolition and Site Revitalization Program Guidelines

Included in Amended Substitute House Bill 33, the state budget bill for State Fiscal Years (FY) 2024-2025, Ohio Revised Code (ORC) 122.6512 created the “building demolition and site revitalization program” to be overseen by the Ohio Department of Development (Development). The purpose of the provision is to award grants for the demolition of commercial and residential buildings and revitalization of surrounding properties on sites that are not brownfields. This program provides \$150 million with \$500,000 set-aside per county. The remaining funds will be provided on a “first-come, first-served” basis. Set-aside funds are reserved for one-calendar year from the date of appropriation (July 4, 2023). After one calendar year, the funds will become available for grants throughout the state (July 4, 2024). A total of 2.5% of the total funding will be used for Development’s administrative purposes.

Grant Period

Start Date for Awards will be July 4, 2023. End Date will be June 30, 2025.

Eligible Applicants

A “Lead Entity” must be designated for each county. If funded, the Lead Entity will be the award recipient and the responsible party with whom Development will execute a grant agreement for the grant funds. There shall be only one Lead Entity per county. Lead Entities are designated in accordance with the following:

Counties with a population of less than 100,000, or a population of more than 100,000 without a land bank, must submit a list of recommendations to Development to select the Lead Entity. If the county has a population of 100,000 or more and has a land bank, the land bank is the Lead Entity.

- (a) If the county has a population of less than 100,000 according to the most recent federal decennial census, the director shall select the Lead Entity from a list of recommendations made by the board of county commissioners of the county. The board shall submit a Lead Entity Letter of Intent and any other documentation required by local ordinance or county code for the director to select a Lead Entity for that county.
- (b) If the county has a population of 100,000 or more according to the most recent federal decennial census and the county does not have a county land reutilization corporation (land bank), the director shall select the Lead Entity from a list of recommendations made by the board of county commissioners of the county. The board shall submit a lead-entity letter of intent and any other documentation required by local ordinance or county code for the director to select a Lead Entity for that county.

- (c) If the county has a population of one hundred thousand or more according to the most recent federal decennial census and the county has a county land reutilization corporation, the county land reutilization corporation is the Lead Entity for that county.

This Lead Entity Letter of Intent must be submitted to Development no later than close of business September 25, 2023.

Subrecipient Agreement

The Lead Entity must enter into a subrecipient agreement with known end users of any award. A subrecipient agreement is required to be submitted with the application if the Lead Entity intends to work with other recipients that will receive grant money through the Lead Entity. End users (i.e., other local governments, nonprofit organizations, community development corporations, regional planning commissions, community action agencies, etc.) must be submitted as part of the application, if applicable.

The subrecipient agreement must include, at a minimum, the following: statement of work, records and reports, budget (including budget justification) and balances, compliance with federal and state laws, and suspension and termination provisions.

Eligible Properties

Blighted, vacant or abandoned commercial and residential buildings on sites that are not brownfields are eligible properties. A "brownfield" is defined as an abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum. The contamination to be remediated at a brownfield site is required at the subsurface level. Eligible commercial properties include buildings that were zoned and/or used for retail, office, manufacturing, industrial, industrial warehousing, institutional, or other non-residential or mixed-use (meaning any mix of these uses or a mix of residential and commercial uses) purposes. Structures that are affixed to the land and that were used for either commercial or residential uses can participate.

Partial or internal demolitions that are necessary for a vacant and blighted structure to be demolished are eligible. Interior demolition and asbestos abatement for structures is allowable for redevelopment purposes but not for the rehabilitation of structures.

Occupied structures are not eligible unless they are contiguous and/or connected to a vacant/abandoned and blighted structure that is necessary to demolish. Structures that were used for agricultural purposes are not eligible to participate. As funds are legislatively allocated to cover demolition and subsequent site revitalization, structures requiring only rehabilitation are not eligible. If available, Lead Entities may utilize the local governments' strategic plan and/or Community Housing Improvement Strategy as a resource to identify blighted, vacant, or abandoned structures.

Subsequent redevelopment of the properties will be at the discretion of Lead Entities or local governments pursuant to their strategic or community plans or, in the case of nuisance abatement demolitions, private owners. Lead Entities or local government subrecipients may elect to place demolition liens or assessments on properties that were demolished to abate a nuisance. Program funds may be used for site revitalization of surrounding properties on sites that are not brownfields for

post demolition costs but not for other redevelopment purposes.

Eligible Costs

Administrative costs: The reasonable administrative and operating costs below are eligible expenses, not to exceed 10% of the total amount of the grant. All administrative costs must be demonstrated with hourly pay rates, and dates costs were incurred.

All work must be completed by May 1, 2025. Lead Entities will have until July 15, 2025, to submit disbursement requests. A final project report is required by December 31, 2025 (please see below under Reporting).

Cost Category	
General Administrative Costs	<ul style="list-style-type: none"> • General Management and Oversight of Program • Technical Support Services • Contractor pre-qualification • Spec-writing and bid preparation • Contract preparation • Evaluation and Monitoring • Invoice processing/payment • Preparation of Program Disbursement Requests • Report Preparation • Local Historic Review/Assessments (Ohio Historic Preservation Office clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by Development
Eligible Pre-Demolition Costs	<ul style="list-style-type: none"> • Acquisition of Real Estate (no more than 10% of the total request, not to exceed the county auditor property value) • Initial property inspections/assessments • Property security costs, board up • Grass mowing prior to demolition • Interior and exterior debris removal and disposal (including illegal dumping, junk vehicles, discarded tires, etc.) • Environmental assessments • Asbestos surveys • Contract preparation and review by third-parties • Architectural/engineering fees, including cost estimates, bid specifications and job progress inspections • Bid advertisements for vendors • Other expenses approved on a case-by-case basis by Development

<p>Eligible Demolition Costs</p>	<ul style="list-style-type: none"> • Removal and disposal of asbestos • Removal and disposal of other hazardous materials • Demolition of buildings including disposal, backfill, compaction • Clearance of structures and improvements (trees, shrubs, poles, porch piers, patios, fireplaces, fences, barriers, walls, driveways, aprons, service walks, parking lots, light poles, smokestacks, signage, etc.) • Removal of underground storage tanks and utility services including electrical transformers • Removal and/or filling/capping of septic systems and wells • Removal of additional exterior or interior dumping of debris prior to demolition • Vehicle towing • Equipment purchases or rentals, such as safety fencing, erosion control silt socks, portlets, etc. • Saw-cutting adjacent party walls and parging the wall to remain • Regulatory permit and inspection fees • Documented, labor, material, or equipment costs • Relocation of utility structures above ground • Other expenses approved on a case-by-case basis by Development
<p>Eligible Post-demolition Costs (Required for each project)</p>	<ul style="list-style-type: none"> • Site restoration (grading and seeding) • Public sidewalk, curb or catch basin repair or, if required by local municipality, installation
<p>Eligible Post-demolition Costs (Optional for each project and capped at \$5,000 per project)</p>	<ul style="list-style-type: none"> • Greening and improvements (Trees, shrubs, flowers, and other landscaping) • Architectural elements (fencing, signage, benches, and other hardscaping)
<p>Ineligible Costs</p>	<ul style="list-style-type: none"> • Marketing of project site(s) • Litigation expenses for legal unrelated to tax foreclosure • Property taxes • Property insurance premiums • Payment of delinquent utility costs • Post-demo property maintenance including mowing • Costs incurred prior to the grant period (except for match) • Conference costs, including travel/lodging to attend a conference

Prevailing Wage Rates and Labor Standards: Grantees will comply with the provisions of ORC Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in construction work financed with grant funds.

Total project awards are determined at the discretion of Development.

Matching Funds

Match funding is required for projects in excess of the County set-aside (\$500,000). For any project in excess of the County set-aside, 25% of the project total costs must be committed to the project and documentation must be provided.

Sources of Match

Federal, state, and local funds can be utilized for match. Development will not restrict a specific funding stream (i.e. Community Development Block Grant, American Rescue Plan Act, etc.) from counting towards match; however, it is incumbent on the applicant that the project is an eligible expense for the funding they utilize for match. Failure to maintain match due to an ineligible expense may result in Development requiring the repayment of program funds due to failure to comply with the 75% funding threshold per project. For the purposes of this program, future in-kind contributions can be considered as an eligible expense for match.

Funds that were incurred on or after July 4, 2021 may also be used for match.

Application Process

A *grant user access form* must be submitted to Development no later than the close of business October 17, 2023. The grant user access form will identify who needs access to the online application for grant completion, submission disbursements, and reporting. Once the grant user access form is submitted, Development will provide access to Lead Entities on or before October 31, 2023.

Beginning September 12, 2023, Development will begin accepting Lead Entity designation letters and grant user access forms. The letter of intent must be submitted to Development no later than the close of business on September 25, 2023. Development will notify the community of the determination of the Lead Entity October 17, 2023.

All documents should be emailed to redvelopment@development.ohio.gov and the subject line should be "Letter of Intent and Grant User Access Form" or "Grant User Access Form" as appropriate. The grant user access form must be submitted as an Excel file.

In addition to the documentation above, all Lead Entities must create an OH|ID account. For more information on creating an OH|ID, please click [here](#).

Lead entities are encouraged to submit requests for projects that may not have match funds available first since match funds are not required for the county set-aside (up to \$500,000). All requests submitted in excess of \$500,000 are subject to the match requirement and will be reviewed and approved on a first come-first serve basis. Additional requests and other budget modifications are described below. Should projects be removed due to withdrawal or cure, replacement projects may be submitted for consideration.

Eligible applicants will be required to provide the following on each application:

- Applicant contact information (including indicating a primary contact)
- County represented
- Budget

- Budget Justification
- Scope of Work including:
 - Project name
 - Estimated Start and End Date
 - Project location (county parcel ID number (required); address; city; state; ZIP code)
 - Project description (short and concise)
 - Anticipated location end use
- Required Documentation for each project location includes the following and should follow the proper file naming conventions when submitted
 - Verification of blighted (VB_Project Name)
 - Verification of vacant or abandoned (WV_Project Name)
 - Before project pictures (PP_Project Name)
 - Property ownership information, including parcel number (PO_Project Name)
 - Proof of Access (PA_Project Name)
- If applicable Documentation
 - Match verification (if requesting more than \$500,000) (MV_Project Name)
 - Subrecipient agreement(s) (if other recipients will receive grant money through the Lead Entity) (SA_Project Name)
 - Environmental Site Assessments (Phase I/II)
- Optional Documentation
 - Contracts
 - Permits
 - Asbestos Surveys

Please note that Chrome is the preferred web browser when making the online application submission.

Grant Amendments or Revisions

Amendments to the grant agreement are expected and allowable. Unless all program funding has been allocated, amendments to the grant agreement may be requested by a Lead Entity that did not apply for its full County Allocation. The Lead Entity will need to demonstrate the need and new/revised projects for the additional funding and the ability to expend the funds in the allotted program timeframe.

For grant modifications not requesting additional funds, the Lead Entity may submit a grant revision. Grant revisions may include requesting to add a subrecipient that it had not identified in its application via a grant revision process. Such an addition shall be subject to review and approval by Development.

Development reserves the right, on July 4, 2024, to recapture and apply to the State Allocation any County Allocation funds that have not yet been obligated.

Reimbursement Requests

Upon execution of a grant agreement, Development will provide access to a disbursement request. An Ohio Supplier ID is required for disbursement. If the eligible applicant does not currently have an Ohio Supplier ID, the entity will be required to register for an Ohio Supplier ID at OhioPays.ohio.gov. Lead Entities will only be able to receive an award once a valid Ohio Supplier ID matching the FEIN/SSN

provided in the application has been obtained and is verified by Development. Lead Entities that need assistance obtaining an Ohio Supplier ID or need to make changes to an existing Ohio Supplier ID should visit OhioPays.ohio.gov.

Lead Entities may submit one reimbursement request per month through the *Reimbursement Request Tool* for your Demolition and Site Revitalization Program grant. In no event shall a request for payment be submitted to obtain funds for activities until the applicable grant conditions, if any, have been satisfied. Failure to comply with this provision and the procedures as outlined in the reimbursement manual, the grant agreement, or all applicable laws, may result in delayed payments or the suspension of the applicable award. Such an action will be rescinded upon satisfactory proof that the conditions and procedures are satisfied. Supporting documentation must be provided to receive a reimbursement of funds. Supporting documentation may include contracts, invoices, proof of proper disposal of waste and asbestos containing materials, timesheets, etc. Development may request additional documentation in support of the reasonable and necessary costs.

If the entity is requesting funds for costs not yet paid, a rationale must be provided for the upfront payment. Documentation demonstrating the amount of the requested costs (i.e., signed contract) must be provided before Development will determine if those costs can be reimbursed. Approval of upfront payments may be limited to 20% of the total grant amount.

Reporting

Two types of reports are required of the Lead Entities under this program:

1. **Quarterly Performance Report:** This report must include documentation of demolition including before, during, and after pictures of demolition activity for each address, expenses, matching funds if required, environmental reports, authority for demolition (title, consent, court order, etc.) and contractor release of liens. Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.
2. **Final Performance Report:** Lead Entities must provide a final performance report on demolitions and land reutilization by December 31, 2025. This report must include the number of demolitions completed, expenditures including in-kind contributions, and program accomplishments including community and economic benefits realized.

The following is a list of supporting documents that need to be submitted to Development regarding environmental reporting. It includes, but is not limited to:

- Demolition permit notifications sent to Ohio Environmental Protection Agency
- Asbestos inspection reports and surveys
- Local demolition permits and/or inspections (from building departments, when applicable)
- Fire department or building inspections (when applicable)
- Well and septic abandonment permits (for homes that may have old septic tanks or wells on the property),
- Landfill receipts for general demolition debris
- Asbestos containing materials disposal receipts/dump tickets (when applicable)

Furthermore, if your project included disposal/removal of any asbestos-containing materials, you must provide documentation from a certified or licensed professional or demolition contractor clearly stating that any and all such material was properly handled and disposed of. This supporting documentation can either be a letter or Development Compliance Form (that can be used in lieu of the letter).

Grantees are required to report project activity to Development quarterly along with a final report, as outlined in the grant agreement, until funds are drawn down and the project is complete. Failure to comply with this provision and the procedures outlined in this manual, the grant agreement, and all applicable laws, may result in delayed payments or the suspension of the applicable award.

Lead Entities may submit reports through the *Reporting Tool* for your Demolition and Site Revitalization Program grant.

Program Income

This program's goal is to encourage demolition and revitalization beyond its current funding allocation. Revenues may be generated by a Lead Entity or subrecipient during this process as a result of collection of liens, assessments, salvage proceeds, and/or final disposition of vacant properties. Any revenue generated in connection with this program will remain with the Lead Entity or subrecipient and is restricted to future demolition, brownfield remediation, neighborhood stabilization activities, or economic development activities. The Lead entity should submit to Development a final program income report at the close of the grant agreement.

Compliance Areas

All Lead Entities must have policies and procedures in place to manage the details of all activities effectively and consistently, including administration, demolition management, and compliance areas. These policies and procedures must incorporate all federal, state, and local regulations and guidelines.

Final inspection and retainage payments

The Lead Entity shall have a final inspection conducted on all demolition projects. All punch list items shall be completed and inspected prior to submitting each disbursement request. The Lead Entity may include in their disbursement requests the full amount of any demolition contract retainage payment that the Lead Entity has yet to pay. Development recognizes that retainages are typically held back until grass has grown on the site and that this can sometimes span across several seasons of the year. Extensions of time to submit evidence that retainages have been paid will be made by Development on a case-by-case basis.

Contractors

Screening of contractors: The Lead Entity or subrecipient must identify and document the requirements that local contractors must meet in order to participate in the program. The requirements should be rigorous enough to screen out unqualified or unstable contractors but not so stringent as to prevent the participation of competent contractors. Contracts shall include anti-kickback and non-collusion clauses and property tax certifications. The following requirements apply to the screening of contractors conducting work through the program.

Liability insurance: Private contractors must have adequate liability and property damage insurance.

Workers' Compensation: Private contractors must, at a minimum, be paying into the Ohio Workers' Compensation Program. A private contractor operating a sole proprietorship and who has no employees is exempt from this requirement.

Debarment: Check the Federal and State debarment list for additional evaluation.

Certifications: Have policies regarding a Drug Free Workplace, and EEO.

Ethics: All contractor personnel must be knowledgeable of and understand Ohio Ethics and Conflict of Interest Laws.

Local Procurement Policies: The Lead Entity and subrecipients must identify and document policies and procedures for barring poor performing contractors from continuing to participate in the program.

Contracts

Demolition of a property shall not take place until a contract has been executed between the Lead Entity or subrecipients and contractors or vendors and the "right of recession" date has expired. The contract must meet industry standards and contain the following:

- Work start date and completion date;
- Total amount of money to be paid for the work;
- Responsibilities, terms and conditions for all parties;
- Daily property maintenance and site cleanup provisions;
- Any requirements and limitations regarding sub-contractors;
- Work specifications;
- Be signed and dated;
- Procedures for inspections, payments, changes in the scope or cost of work, resolving disputes and termination of the contract;
- Appropriate federal and state provisions, including, but not limited to prevailing wage and equal opportunity, etc.;
- Requirements regarding the release of liens;
- All applicable warranties; and
- Procedures for settling of disputes.
- Exhibit page to include program guidelines and grant agreement

Lead Entities or subrecipients who maintain a high volume of projects and have master demolition contracts governing multiple demolitions may submit the master contract form for pre-approval by Development. Once approved, these awardees may submit notices to proceed issued in connection with the master contract with disbursement requests rather than the entire demolition contract.

It is important to directly reference the grant agreement terms and conditions as well as the program guidelines. As such, Lead Entities or subrecipients should include the program guidelines and the agreement as an exhibit to contracts.

Environmental Compliance

The Lead Entities, all subrecipients, and all subcontractors for the Lead Entities or subrecipients' subcontractors must comply with all applicable federal, state, and local environmental laws.

Lead-based paint requirements: Awardees must follow all applicable state and local regulations, laws and policies in effect regarding Lead- Based Paint.

Asbestos requirements: Awardees must follow all applicable state and local regulations, laws, and policies in effect regarding asbestos.

Demolition permits: The city and/or county may also require permits for the demolition of a building.

Updates to Program Guidelines

Changes and/or corrections to any part of the program guidelines may be made from time to time and will be provided by Development to the Lead Entities and/or posted on Development's website. Development reserves the right to make exceptions to these guidelines on a case-by-case basis for any reason.

Indemnification

Unless otherwise exempted by law, any Lead Entity and subrecipient shall indemnify and hold harmless the State of Ohio and the Ohio Department of Development, including its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Lead Entity's or subrecipient's performance of a contract.

Definitions

The term "vacant" means that the property is currently not occupied by any lawful occupant and has not been lawfully occupied for at least 60 days (unless vacated due to fire, casualty, or other emergency).

The term "blight" incorporates the same definitions as "blighted area," "slum," and "blighted parcel" as found in ORC 1.08 which are as follows:

"Blighted area" and "slum" mean an area in which at least 70% of the parcels are blighted parcels and those blighted parcels substantially impair or arrest the sound growth of the state or a political subdivision of the state, retard the provision of housing accommodations, constitute an economic or social liability, or are a menace to the public health, safety, morals, or welfare in their present condition and use.

"Blighted parcel" means either of the following:

- A parcel that has one or more of the following conditions:
 - A structure that is dilapidated, unsanitary, unsafe, or vermin infested and that because

- o of its condition has been designated by an agency that is responsible for the enforcement of housing, building, or fire codes as unfit for human habitation or use;
 - o The property poses a direct threat to public health or safety in its present condition by reason of environmentally hazardous conditions, solid waste pollution, or contamination;
 - o Tax or special assessment delinquencies exceeding the fair value of the land that remain unpaid 35 days after notice to pay has been mailed.
- A parcel that has two or more of the following conditions that, collectively considered, adversely affect surrounding or community property values or entail land use relationships that cannot reasonably be corrected through existing zoning codes or other land use regulations:
 - o Dilapidation and deterioration;
 - o Age and obsolescence;
 - o Inadequate provision for ventilation, light, air, sanitation, or open space;
 - o Unsafe and unsanitary conditions;
 - o Hazards that endanger lives or properties by fire or other causes;
 - o Noncompliance with building, housing, or other codes;
 - o Nonworking or disconnected utilities;
 - o Is vacant or contains an abandoned structure;
 - o Excessive dwelling unit density;
 - o Is located in an area of defective or inadequate street layout;
 - o Overcrowding of buildings on the land;
 - o Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - o Vermin infestation;
 - o Extensive damage or destruction caused by a major disaster when the damage has not been remediated within a reasonable time;
 - o Identified hazards to health and safety that are conducive to ill health, transmission of disease, juvenile delinquency, or crime;
 - o Ownership or multiple ownership of a single parcel when the owner, or a majority of the owners of a parcel in the case of multiple ownership, cannot be located.

The term “brownfield” is defined as an abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum. The contamination to be remediated is required at the subsurface level, unless remediation is needed to gain access to the subsurface contamination (i.e. building demolition) in order to contain the contaminant (i.e. asbestos abatement). If no known or potential releases of hazardous substances or petroleum are identified by a Phase I property assessment, but a building or structure with documented asbestos is present, the property is eligible to prevent a future release during planned demolition or renovation activities.

The term “residential” shall mean a structure that is:

- On land zoned for residential use.
- Being used as a residential dwelling and been used as a residential dwelling.
- Is connected to any structure that is currently used or has previously been properly used as a residential dwelling as a mixed use.

REQUEST FOR COUNCIL ACTION

No. RCA 23-224-11/13

Committee Finance

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

Mayor's Initials:

ERK
(Signature)

Guidelines: See information on back of form

Date: 11/6/23

Subject: New 2023 Ford Explorers (3) Purchase

Summary and Background: The Medina Police Department respectfully requests Council approval of the purchase of three 2023 Ford Explorer vehicles for rotation into the fleet. The cost for each vehicle with cost of upfit and title included totals at \$49,158.79. The total cost for all three vehicles including the upfit costs and title amounts to \$147,476.36.

Estimated Cost: n/a

Suggested Funding: CUE Program

Sufficient Funds in Account: Yes

Transfer Needed From: To:

New Appropriation Needed: N/A

Account No: 106-0101-54417 (Vehicles) and 106-0101-54413 (Equipment)

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

FORD VEHICLE QUOTE CONFIRMATION
 MEDINA PD (PATROL)

Dealer: F44209

Page: 1

Order No:	X323 - X325	Priority:	2023 PIU	FIN:QH807	Order Type:	Price Level:	
		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$47165	\$45750.00		SP DLR ACCT ADJ		
	.119" WHEELBASE				SP FLT ACCT CR		
UM	AGATE BLACK				FUEL CHARGE		
9	CLTH BKTS/VNL R			B4A	NET INV FLT OPT	NC	
6	EBONY				DEST AND DELIV	1495	
500A	EQUIP GRP						
	.AM/FM STEREO						
99B	3.3L V6 TI-VCT	(2830)	(2661.00)				
44U	10SPD AUTO TRAN	NC	NC				
	FLEET SPCL ADJ	NC	(485.00)				
17T	CARGO DOME LAMP	50	47.00				
18D	GBL LOCK/UNLOCK	NC	NC				
425	50 STATE EMISS	NC	NC				
43D	COURTESY DISABL	25	24.00		TOTAL BASE AND OPTIONS	46465	42574.04
51R	DRV LED SPT LMP	395	371.00		TOTAL BASE AND OPTIONS	46465	42574.04
549	PWR MIRR HTD	\$60	\$56.00				
59B	KEY CODE 1284X	50	47.00				
59W	LESS WIFI HSPOT	(20)	(18.00)				
68G	RR DR/LK INOP	75	71.00				
794	PRICE CONCESSN						
	REMARKS TRAILER						
	FLEX-FUEL						

YOUR Cost for CAR	\$	41,779.26
Hall Upfit 12942	\$	7,364.52
TITLE ONLY	\$	15.00
	\$	49,158.79
Requested QTY	3	\$ 147,476.36

**** PRICE DOES NOT INCLUDE DELIVERY ****

MEDINA PD (PATROL)
 Attn: LT SCOTT MARCUM

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford



Estimate

EST-12942

Hall Public Safety Upfitters

Corporate Office
8291 Darrow Rd.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer

Montrose Auto Group

Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Estimate Date : October 27, 2023

Expiration Date : November 28, 2023

Project : Medina City PD- 2023
Utility Interceptor X3

Sales rep : Dave Butch

Ship To

Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

#	Item & Description	Qty	Rate	Amount
1	Vehicles being removed from service will be three 2020 Ford Police Interceptor Utilities. RE-USE ALL PARTS FROM OLD CARS	1.00	0.00	0.00
2	Department will supply.....Carbide siren/controller system, Pushbar lights, Outside rear hatch lights by plate, Side rear hatch window lights, Side pushbar lights, Front pushbar lights, Radio, Complete camera system, Dual gun rack, Front partition, Computer, Computer mount, Computer power supply, Modem, Radar, Printer, Gps antenna, Stop sticks, Fire extinguisher, Master switch	1.00	0.00	0.00
3	Setina Aluminum Push Bumper for 20-23 Utility Interceptor SKU : PB400SUV-UINT20	3.00 EA	458.15	1,374.45
4	Whelen Control WC Expansion Module SKU : CANEM16	3.00 EA	221.60	664.80
5	Whelen compact 100 Watt Composite Speaker SKU : SA315U	3.00 EA	210.00	630.00
6	Whelen SA315 Mount Kit for 20-22 Utility Interceptor Driver Side SKU : SAK66D	3.00 EA	39.20	117.60
7	Sound Off Taillight Flasher for 16-22 Utility Interceptor SKU : ETTFUT-16 tail lights	3.00 EA	129.03	387.09
8	Whelen ION-T Series Linear DUO Red/Blue SKU : TLI2j Under rear gate when open	6.00 EA	151.20	907.20
9	Whelen Lightbar Mount Kit for 20-22 Utility Interceptor SKU : MKEZ10S	3.00 EA	76.00	228.00

#	Item & Description	Qty	Rate	Amount
10	Havis Charge Guard battery saver/timer SKU : CG-X	3.00 EA	86.67	260.01
11	Able 2 Multi Accessory Outlet with USB Port SKU : 14.0434	3.00 EA	37.36	112.08
12	Secure Idle Ignition System for Interceptor Sedan and SUV with LED Round Switch SKU : SI240-T-IH-LED	3.00 EA	190.00	570.00
13	Whelen 6" round dome light, red/white SKU : 60CREGCS officer area	3.00 EA	81.00	243.00
14	Tiger Tough Drivers bucket seat for 20-23 Ford Utility Interceptor In Black SKU : T52217BLK	3.00 EA	181.09	543.27
15	MNJ 6 In 1 Sharkfin Antenna 2XLTE SKU : MNJ14223478	3.00 EA	290.00	870.00
16	Two way radio antenna and cable SKU : Antenna	3.00 EA	85.00	255.00
17	Labor - Mobile SKU : Labor - Mobile Per department....Full strip-out of the three cruisers coming out of service and re-using all parts	3.00	500.00	1,500.00
18	Labor - Mobile SKU : Labor - Mobile Install all items, plus department supplied items listed above. Wire in and test	3.00	3,500.00	10,500.00
19	Misc. wires SKU : Misc. wires Misc. wires, connectors, supplies and hardware	3.00 EA	375.00	1,125.00
20	Data control harness and cables SKU : Data control	3.00 EA	175.00	525.00
21	Department note....These cruisers will not be equipped with V2V function. Per department....Transfer current lighting and lighting control into new cruisers.	1.00	0.00	0.00
Sub Total				20,812.50
Shipping charge				850.00
Total				\$21,662.50

Notes

Thank you for your business !!

****Remit to/Mailing Address****
12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days

OK to
Dr. Harwell
11-7-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-225-11/13

Committee- Finance

FROM: Kimberly Marshall

DATE: November 6, 2023

SUBJECT: Job Creation Grant Payment for Carlisle Brake & Friction / Friction Products

SUMMARY AND BACKGROUND:

This Request is to authorize a job creation grant payment to Carlisle Brake & Friction known as Friction Products for tax year 2022 in the amount of \$53,491.89 for two job creation grants as follows:

JCG13-Carlisle Brake & Friction 17 in the amount of \$18,750.06 and
JCG21-Carlisle Brake & Friction 20 in the amount of \$34,741.83

These grants are a result of two expansion projects. The first one was for their warehouse, production, employee welfare areas and machinery and equipment investments. The second one was for their relocation of the Solon HQ to Medina.

Based on the grant commitments, the company should have 374 full time employees. At the end of 2022 they were at 403 employees. They have exceeded both the employee goal and payroll goals accordingly. Information has been verified by RITA.

The company is doing well, however, like all companies they still have challenges with supply chain and hiring and continue to work through those issues.

I am respectfully requesting council to authorize this job creation grant payment.

As a reminder, funding for these grants comes from non-income tax generated revenues.

Suggested Funding:

- Sufficient funds in Account No. 001-0749-56630
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

JCG13-Carlisle Brake & Friction 17
For Tax Years 2022

Projected New Payroll	\$ 3,000,010.00	\$ -
Actual new Payroll	\$ 6,150,891.13	\$ -
Percentage	205.03%	#DIV/0!
Maximum basis	125.00%	125.00%
Base Payroll	\$ 3,750,012.50	#DIV/0!
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 46,875.16	#DIV/0!
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 18,750.06	#DIV/0!

**ICG21-Carlisle Brake & Friction
For Tax Years 2022**

Projected New Payroll	\$ 5,558,693.00	\$ -
Actual new Payroll	\$ 8,709,574.13	\$ -
Percentage	156.68%	#DIV/0!
Maximum basis	125.00%	125.00%
Base Payroll	\$ 6,948,366.25	#DIV/0!
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 86,854.58	#DIV/0!
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 34,741.83	#DIV/0!

OK

RCA 23-226-11/13

Finance Only

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

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

Date: 11/7/2023


Department: Rec Center

Amount: \$14,000.00

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

Account Number: 574-0351-53315

Vendor: Design2wellness LLC D00911

Department Head/Authorized Signature: 

Item/Description:

Increase p.o. 23-1266 purchase and installation of fitness equip.

total of the p.o. now \$27,000.00

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Revised: 4/25/2023



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

PURCHASE ORDER

Page: 1
 P.O. Number: 2023001266
 P.O. Date: 05/02/2023
 Req. Number: 2023-MCRC-0053
 Requested By: Christy Moats
 Blanket Type: RB
 Ship Via:
 Terms:

Deliver To RECREATION CENTER
 CITY OF MEDINA
 855 WEYMOUTH RD
 MEDINA, OHIO 44256

Vendor D00911
 DESIGN2WELLNESS LLC
 P O BOX 398
 LEWIS CENTER, OH 43035

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	RB - new weight plates	574-0351-53315				\$13,000.00

9/1/23 # 28259 10,248.00
 + expense from other PO
 2,751.9

Purchase Order Total: \$13,000.00

\$11,500 INCREASE; BOC APPROVED 9/11/23

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

Keith A. Dvornik

5/16/2023

Director of Finance

Date



Design2Wellness
equipment | sales | service

P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Proposal

Proposal Number
28444

Proposal Date
11/1/2023

www.design2wellness.com

Bill To:
City of Medina Ohio
132 North Elmwood Ave
PO Box 703
Medina, OH 44256

Ship To:
855 Weymouth Rd
Medina, OH 44256

Product #	Product Description	Qty	Unit Price	Total
VS-S401-02B2	Matrix Versa Dual Bicep/Tricep Heavy (NCPA Contract pricing applied) Frame Color Matte Black, Uph Color: Black	1	2,531.00	2,531.00
XCREATE-CCHWM	Torque Wall Mounted Adj HI/Low Cable Column, 160lb Weight Stack	3	2,750.00	8,250.00
Shipping	Torque Shipping Charges from the manufacturer to Design2Wellness Warehouse		550.00	550.00
Installation	Delivery & Installation (Includes lagging wall mounted Torque machine into concrete block wall)		1,200.00	1,200.00
	Total sales tax calculated by AvaTax		0.00	0.00
			Total	\$12,531.00

Kelly Naylor
knaylor@design2wellness.com
mobile 740-816-1884

Sales Representative

Customer Signature and Date

Terms:
Net 30 After Delivery

Proposal Expires On
12/1/2023

Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions below:
Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.
All quotes are valid for 30 days from date of issue.
Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns.
For complete terms & conditions please visit design2wellness.com.

OK
25 Hanwell
11-7-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-297-11/13

FROM: Jansen Wehrley *sw*

Committee: Finance

DATE: November 6, 2023

SUBJECT: Cleveland Clinic Health and Fitness Agreement

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center (MCRC) respectfully requests authorization for Mayor Hanwell to enter into a Health and Fitness Agreement with the Cleveland Clinic Fitness Center. The Cleveland Clinic offers eligible employees and spouses/dependents with certain wellness benefits including access to fitness centers. The MCRC would like to continue our partnership and collaboration with the Cleveland Clinic by allowing use of our facility in accordance with this new agreement.

**Pending approval of the Law Director

See attached.

Estimated Cost: None

Suggested Funding:

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

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement

This Health and Fitness Agreement is made and entered into as of August 1, 2023, between the Cleveland Clinic Foundation (CCF) and the City of Medina, on behalf of its Medina Community Recreation Center (MCRC), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256.

WHEREAS, CCF offers eligible CCF employees and spouses/dependents with certain wellness benefits, including access to fitness centers ("EHP Program"); and

WHEREAS, MCRC would like to allow CCF to use the MCRC as one of these fitness centers, in accordance with this Agreement.

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

1. Use of MCRC

- The MCRC agrees to allow all eligible Cleveland Clinic Caregivers and eligible spouses/dependents (must be over the age of 16) access to their facility.
- All program participants (including spouses and dependents) must comply with Employee Healthcare Plan (EHP) program requirements, CCF requirements, and policies and procedures of the MCRC.
- Membership includes access to and use of MCRC facility and equipment.

2. Duties and Responsibilities of the CCF

- Will assist with communication of program to all Cleveland Clinic Caregivers.
- Coordinate installation and maintenance of any equipment, software or online forms needed for the program, at no cost to the MCRC.
- Work with staff at MCRC to provide logistics for members who sign-up and who need to be cancelled or put on hold.

3. Duties and Responsibilities of the Medina Community Recreation Center

- Provide access to facility for all eligible Cleveland Clinic employees and their eligible dependents over the age of 16 at the agreed upon rates, to be paid by CCF. Non eligible family members, who are not on CCF insurance or are under 16, will still qualify for the CCF rates which include the 30% discount, to be billed to the family.
- Provide Fitness Center with monthly membership list and a visit report.
- Provide space for equipment requested by CCF to track participation in the program, e.g., a card reader.
- The MCRC will book a community room as needed for any Hospital screenings, assessments, or meetings that they may require as part of this program. The Hospital already has Rehabilitation Services Rooms on site for those things, but in the event

those rooms are reserved, or inadequate, the MCRC will make every effort to accommodate the Hospital's needs.

4. Member Rates and Payment Structure

- MCRC agrees to invoice CCF for the agreed upon membership fee outlined below for the eligible CCF program participants. MCRC will invoice CCF on a monthly basis and
- The membership fee charged to CCF will be 30% less than the current membership rate that is offered to the public. Rates are subject to change when the membership rate ordinance changes. The MCRC will notify the CCF of any upcoming rate changes as soon as possible, but no later than October 31st of each year. An annual increase of membership rates is based on the annual Consumer Price Index (CPI-W) for urban wage earners and clerical workers, as per the City of Medina's Membership Rate Ordinance's current verbiage, and the increase is not to exceed 3.0%. If a rate change is determined, it may go into effect on January 1, 2024, or January 1, 2025, and upon the effective date will remain fixed for the term of this Agreement, otherwise the rates below will remain fixed for the term of this Agreement.

CCF rates, as of October 2023, including the 30% discount:

Adult - \$175.00

2- Person: \$298.20

Senior: \$91.00

Youth membership: \$121.20

- Eligible CCF program participants will be able to sign up for an adult, 2-person, senior or youth membership whenever they choose, and the MCRC will invoice the CCF monthly, based on date of registration. CCF will pay all undisputed amounts within forty-five (45) days of receiving the invoice.
 - For any member who cancels or becomes ineligible during their membership term, MCRC will prorate the remainder of the membership fees and credit the CCF on the monthly invoice for any remaining membership fees after the membership is terminated.
 - Upon cancellation and proration of one member of a 2-person membership, the remaining person would be converted to an adult membership with their original contract date, with no additional charges of fees.
 - If either party terminates this Agreement, CCF shall be reimbursed by MCRC a prorated amount of the prepaid annual membership fees paid by CCF for each current membership that will be terminated at such time.
5. **Term:** This Agreement is effective as of August 1, 2023, and shall continue in full force and effect until the 31st day of December, 2025. Thereafter, the agreement will renew for up to three additional calendar year (each calendar year known as a "Renewal Term").
6. **Termination:** Either party may terminate this agreement for any or no reason with 30 days written notice to the other party.

7. **Independent Contractor Status.** Nothing in this Agreement shall be construed to render MCRC or CCF, or any of its employees, agents, or officers, an employee, joint venture, agent, or partner of the other party.
8. **Compliance with Laws.** By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws.. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. 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 which 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 on sixty (60) days written notice to the other party.
9. **Conflict of Interest.** CCF maintains and adheres to a Conflict of Interest Policy. In that connection MCRC represents that no CCF 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 herein:_____. Any payments made to such parties listed herein are at fair market value for services rendered.
10. **Debarment.** MCRC represents that it has not been excluded, disbarred, suspended or otherwise declared ineligible to participate in federal health care programs, nor is CCF deemed an Excluded Contractor by the General Services Administration (collectively, "Debarred" or "Debarment"). MCRC shall not knowingly employ or contract with, any individual or entity that has been Debarred. MCRC shall provide CCF with immediate notice if MCRC receives notice of action or threat of action with respect to its Debarment, or MCRC becomes Debarred. Upon receipt of notice from MCRC related to this clause, CCF may terminate this Agreement immediately upon written notice to MCRC.
11. **Tax Exempt Status.** The parties recognize that CCF is a non-profit, tax-exempt organization and agree that this Agreement will take into account and be consistent with CCF's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of CCF and/or any of its exempt affiliates, then CCF will have the right to terminate this Agreement immediately.
12. **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 CCF for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of CCF as to each such use.
13. **Compliance Related Changes.** The parties recognize that the law and regulations may change or may be clarified, and that terms of this Agreement may need to be revised, on advice of counsel,

in order to remain in compliance with such changes or clarifications, and the parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. 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 on thirty (30) days written notice to the other party, or earlier if necessary to prevent noncompliance with a deadline or effective date.

- 14. Liability.** Each party is responsible for its own acts and omissions. CCF is not liable for any injuries or harm to anyone at MCRC.
- 15. Insurance.** MCRC will maintain at all times commercial general liability insurance in an amount sufficient to cover its services under this Agreement. Upon request by CCF, MCRC will provide a certificate of insurance evidencing this coverage.
- 16. Confidentiality.** Each party ("Receiving Party") acknowledges that, in the course of the performance of this Agreement, it may learn certain confidential and proprietary information about the other party's ("Disclosing Party") business and operations, including but not limited to, personnel information, financial statements and projections, marketing data, lists of customers and suppliers, procedures, methodologies, techniques, technology and know-how, specifications and designs ("Confidential Information"). Receiving Party agrees that it will keep all such information strictly confidential, and that it will not use it for any other purpose other than to exercise its rights and responsibilities under this Agreement, will not resell, transfer, or otherwise disclose such information to any third party without the Disclosing Party's specific, prior written consent. Receiving Party agrees that Disclosing Party is and shall remain the exclusive owner of Confidential Information disclosed hereunder and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to Receiving Party is granted or implied under this Agreement. Receiving Party shall, upon the request of Disclosing Party, return to Disclosing Party all drawings, documents and other tangible manifestations of Confidential Information received by Receiving Party pursuant to this Agreement (and all copies and reproductions thereof), provided Receiving Party may retain one copy in a secure location for the purpose of evidencing compliance with this Agreement. The obligations in this provision shall remain in effect in perpetuity. Specifically excepted from this is all information that: (a) was in the Receiving Party's legitimate possession prior to receipt of such information; (b) that is independently developed by personnel of the Receiving Party; or (c) was rightfully received from third parties and, to the best knowledge of the Receiving Party, without an obligation of confidentiality to the Disclosing Party; (d) is in the public domain through means other than by breach of this Agreement by the Receiving Party; or (e) is disclosed pursuant to any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party the ability to contest such request, requirement or order. The parties acknowledge that Confidential Information has competitive value, and that irreparable damage may result to the Disclosing Party if the Recipient discloses Confidential Information. The parties agree that legal proceedings at law or in equity, including injunctive relief, are appropriate in the event of a breach hereof without the duty of posting bond. MCRC understands and agrees that the terms and conditions of this Agreement are strictly confidential and may not be shared with any third party without CCF's prior written consent.

17. 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 or electronic mail if the necessary information for delivery of such is shown below, addressed as follows:

If to CCF:

Attention: _____

With a copy to:

The Cleveland Clinic Foundation
Law Department
3050 Science Park Drive, AC321
Beachwood, Ohio 44122
Attention: Chief Legal Officer

If to MCRC:

Attention: _____

22. Non-Assignment. MCRC shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of CCF.

23. 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 concerning the provisions hereof shall be brought in the courts sitting in the State of Ohio, county of Cuyahoga.

24. 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.

27. Integration. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and warranties, representations and/or agreements between the parties in connection with the subject matter hereof, except as specifically set forth and referred to herein. Other documents referred to in this Agreement are integral parts hereof and by this reference are incorporated herein.

For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect. In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

THE CLEVELAND CLINIC FOUNDATION	CITY OF MEDINA
By: _____ Authorized Signature	By: _____ Authorized Signature
_____ Name (print or type)	_____ Name (print or type)
_____ Title	_____ Title
_____ Date	_____ Date

OK
D. Hanwell
11/7/2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-228-11/13
Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: November 7, 2023
SUBJECT: Workout Room Upgrade

SUMMARY AND BACKGROUND:

Respectfully request Council to appropriate \$20,000 from the Police 106 fund to 106-0101-53315 and \$20,000 from the 301 General Purpose Capital to 301-0707-53315 to update and upgrade the workout room facility in the lower level of Medina City Hall. The City has already been granted \$10,000 from the Van Epp Family Foundation, \$1,000 from the Cleveland Clinic President's Fund and in January of 2024, we will be receiving a grant from Medical Mutual of Ohio for \$4,500. The City also has an application with the Thomas and Jill Lincoln Foundation to assist with this project. The Foundation met in early November and is interested in the project but requested further information and details to consider at their February meeting. Any grant from the Thomas and Jill Lincoln Foundation will then be split evenly to refund the above mentioned 106 Police and 301 General Purpose Capital funds.

Estimated Cost: \$40,000

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. 106-0101-53315 - \$20,000

Account No. 301-0707-53315 - \$20,000

Emergency Clause Requested: No
Reason:

109-0631-53315 - Donation (\$11,000) so far

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Dennis Hanwell

From: Barbara Dzur
Sent: Tuesday, November 7, 2023 11:36 AM
To: Dennis Hanwell
Subject: RE: Workout room

106-0101-53315 Police - tools + minor

301-0707-53315 Gen purpose cap -
tools + minor

Mayor,

We have already received the following:

Vanepp Family Foundation - \$10,000

Cleveland Clinic President's Fund - \$1,000

We will be receiving \$4,500 from the Medical Mutual of Ohio

We will be making application to the Tom and Jill Lincoln Foundation, the Stevenson Foundation, and possibly the Ken Cleveland Foundation.

The total cost for the equipment and flooring is \$55,484.79.

We would still need \$39,984.79. Probably just go with \$40,000.

Barbara

From: Dennis Hanwell <dhanwell@medinaoh.org>
Sent: Tuesday, November 7, 2023 9:04 AM
To: Barbara Dzur <bdzur@medinaoh.org>
Cc: Dennis Hanwell <dhanwell@medinaoh.org>; Michael Wovna <mwovna@medinaoh.org>; Michael English <menglish@medinaoh.org>
Subject: Workout room

Barbara

When you have a minute, I would like to submit RCA for workout room and ask Council to appropriate funds from capital and police 106 account to assist with anticipation of being reimbursed partially from Lincoln Foundation. We discussed last week but Don was going to reach out and ask you to submit it to Lincoln on application form vs letter.

I need for RCA the total amount needed and what it encompasses, as well as commitments received to date. I can then work the numbers back from there to break up what additional is needed.

Thanks
Dennis

RCA 23-229. 11/13

Finance Only

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

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

Date: 10/26/2023 Department: Cemetery

Amount: \$29,820.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 821-0250-54412

Vendor: Koppenberg Enterprises, Inc

Department Head/Authorized Signature: 

Item/Description:

New Vendor

to purchase 120 precast niches, fastners and coverings

50% deposit required at time of order

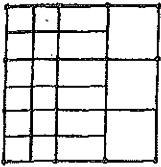
FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council Date to Finance: _____

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

Revised: 4/25/2023



**KOPPENBERG
ENTERPRISES
INC.**

10/27/23

City of Medina

Attention: Jansen Wehrley

RE: Spring Grove Cemetery Quote

Koppenberg will supply the following:

- 1) 120 L-Model precast niche units.
 - A) 5 units with configuration of 3 niches high x 8 niches long
 - B) Total Cost: $120 \times \$165 = \$19,800$

- 2) Sinner Brother bronze fasteners with bronze rosettes to match existing to cover 2 niches per cover:
 - A) $\$17.00$ each x 100 = $\$1,700.00$
 - B) Total Cost: $\$1,700.00$

- 3) Mahogany niche fronts to cover 2 niches per cover to match existing:
 - A) $\$110 \times 62 = \$6,820.00$
 - B) Total Cost: $\$6,820.00$

- 4) Freight: Guaranteed at $\$1,500.00$

- 5) Total cost of all above: $\$29,820.00$
 - A) Terms: 50% deposit and remaining 50% when materials are ready for shipment.

- 6) Notes and exclusions:
 - A) Footings and walls by others.
 - B) All masonry by others.
 - C) Installation of niche units, fasteners and granite niche fronts by others.
 - D) Unloading of all materials by others.

Sincerely,

Kim Koppenberg, President
Koppenberg Enterprises, Inc.

**14751 N Kelsey St. STE 105 #611--Monroe, WA 98272
(360) 793-1600 (800) 574-2481 Fax- (360) 793-1622**

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Koppenberg Enterprises, Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14751 N Kelsey ST, STE 105, #611

6 City, state, and ZIP code
Monroe, WA 98272

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

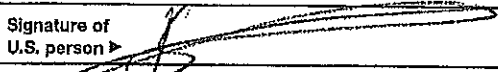
9	1	-	1	4	2	7	9	2	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **10/26/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RCA 23-230-11/13

City of Medina

Finance

Board of Control/Finance Committee Approval

Administrative Code: 141

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

Date: 11/7/2023

Department: Water

Amount: \$5,000.00

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

Account Number: 546-0530-52215

Vendor: HSH Construction

Department Head/Authorized Signature:

Item/Description:

Increase PO #2023-1671 by \$5,000 to a total of \$35,000 to cover increased costs for the Granger Road emergency water line improvements.

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

Date Approved/Denied by Finance Committee:

Date to Finance:

Clerk of council

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

Thank you.

PURCHASE ORDER



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

Page: 1
P.O. Number: 2023001671
P.O. Date: 10/10/2023
Req. Number: 2023-ENG-0084

Deliver To ENGINEERING DEPT
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA OH 44256

Requested By: Lilly Selva
Blanket Type:
Ship Via:
Terms:

Vendor H00235
H S H CONSTRUCTION & EXCAVATING INC
PO BOX 150
WADSWORTH, OH 44282

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
FINANCE COMMITTEE APPROVED 10/10/23						
Accounting						
001	EMERGENCY WATER LINE IMPROVEMENTS- GRANGER ROAD	546-0530-52215				\$30,000.00

Purchase Order Total: \$30,000.00

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

Keith A. Orsini

Director of Finance

10/12/2023
Date