

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 17-054-4/10 – 538 W. Liberty – Common Pleas Court Proposal
- 17-055-4/10 – Hiring RITA for Income Tax Collection
- 17-056-4/10 – Decorative Street Lights – N. Court Corridor
- 17-057-4/10 – PY16 CHIP Grant Private Rehabilitation Project - 409 E. North St.
- 17-058-4/10 – Then & Now – Expenditure to Walter Haverfield
- 17-059-4/10 – Expenditure – Emergitech, Police Department
- 17-060-4/10 – Lowe's Charitable & Educational Foundation Grant Application
- 17-061-4/10 – 2016 Financial Audit
- 17-062-4/10 – Partner Marking Agreement(s) – MCRC
- 17-063-4/10 – MCRC Monthly Payment Plan & Miscellaneous Fees
- 17-064-4/10 – MCRC Aquatics Area Only – Day Pass Fee
- 17-065-4/10 – Municipal Pool Rental & Program Rates
- 17-066-4/10 – Resolution Opposing Cleveland Clinic Closing of Birthing Unit

Public Properties

- 17-067-4/10 – Kiwanis Concession Stand Sponsorship (Discussion)

4/10/17

OK [Signature] 3-21-17

REQUEST FOR COUNCIL ACTION

No. REA 17-054-4/10
Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: March 20, 2017
SUBJECT: 538 W. Liberty Street
SUMMARY AND BACKGROUND:

Respectfully request Medina City Council to discuss proposal to permit Medina Common Pleas Court to use former Medina Steakhouse located at 538 W. Liberty Street for vocational mentoring, cognitive behavior group therapy, pro-social activities like art therapy, chess, exercise groups, etc. These services are new and will be provided by non-Common Pleas staff to early intervention participants, drug court participants and Common Pleas probationers as well as other residents who are in the process of addiction recovery. The use of the building will be through lease with funds paid for by grant dollars already in place.

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: Two-year grant dollars must be expended by March of 2019

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Kathy Patton

From: Dennis Hanwell
Sent: Wednesday, March 22, 2017 8:04 PM
To: Kathy Patton
Subject: Fwd: Medina Steakhouse

Kathy
Please add to RCA for programs at Medina Steakhouse.
Thanks
Dennis

Sent from my iPad

Begin forwarded message:

From: Veronica Perry <VPerry@medinacountyprobation.org>
Date: March 22, 2017 at 6:18:05 PM EDT
To: Dennis Hanwell <dhanwell@medinaoh.org>
Cc: "vperry@medinaco.org" <vperry@medinaco.org>, "Christopher J. Collier" <chriscollier@yahoo.com>, "Coyne, John" <jcoyne@ralaw.com>, Greg Huber <gghuber@medinaoh.org>, "gghuber@gambit.net" <gghuber@gambit.net>, Jonathan Mendel <jmendel@medinaoh.org>, Scott Miller <smiller@medinaco.org>
Subject: Re: Medina Steakhouse

Please see responses in CAPS below.

Sent from my iPhone

On Mar 22, 2017, at 1:55 PM, Dennis Hanwell <dhanwell@medinaoh.org> wrote:

Sorry, couple more clarifications- Is lease only lease or option to purchase? (**WE ARE DISCUSSING BOTH OPTIONS CURRENTLY**) What are plans for when grant runs out? (**WE HOPE TO GET ADDITIONAL GRANTS/HAVE CORPORATE FUNDRAISERS WITH ROB BRANDT FROM ROBBY'S VOICE --WE PLAN TO PARTNER WITH THEM AND CALL THE RECOVERY CENTER ROBBY'S HOUSE/INCOME FROM CULINARY PROGRAM/COMMUNITY SUPPORT**) Please include those two answers in addition to below requested info. Sorry for second email, juggling several things at once and not getting time to devote to each.
Thanks
Dennis

From: Dennis Hanwell
Sent: Wednesday, March 22, 2017 4:39 PM
To: Veronica Perry <VPerry@medinacountyprobation.org>; vperry@medinaco.org
Cc: Christopher J. Collier <chriscollier@yahoo.com>; 'Coyne, John' <jcoyne@ralaw.com>; Greg Huber <gghuber@medinaoh.org>; gghuber@gambit.net;
Jonathan Mendel <jmendel@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>
Subject: Medina Steakhouse

Judge/Veronica

In speaking with Law Director Huber, Community Development Director/Zoning Jonathan Mendel, Council President Coyne, we need **in writing** a detailed description of programs proposed (**WILL FORWARD IN SUBSEQUENT EMAIL**) whether any probation officers will be housed or assigned there (**NO PROBATION OFFICERS HOUSED OR ASSIGNED THERE WHATSOEVER DURING COURT HOURS**) etc. If probation officers need to be assigned there, how many hours per day, how many days per week, how many probation officers involved, etc. We need the specific details in order for us to evaluate the Ord. related to city construction of the parking deck behind the C.P. court and resulting conditions of same; as well as to properly evaluate the proposed operations at a former restaurant location under the existing zoning regulations.

Thanks for your anticipated assistance in providing same in a timely manner.

Respectfully

Dennis

3-22-17

ROBBY'S HOUSE

MEDINA'S RECOVERY COMMUNITY CENTER

RECOVERY SERVICES OFFERED	VOCATIONAL & EDUCATIONAL TRAININGS	PROGRAMMING & ADVOCACY PROGRAMS	WELLNESS ACTIVITIES	ANCILLARY SERVICES	SOBER PRO-SOCIAL ACTIVITIES	TO DO	GOAL DATE
Peer Support	Culinary Program	Thinking for a Change 2 (Role playing) Males	Running 2bWell	Legal Assistance (Public Defender's Office/Pro-bono List of Attorneys)	Board Games (chess, checkers, cards)	Public Awareness & Education (social media, newsletter, letters, etc.).	
AA/NA Meetings (Cathy's House)	Manufacturing Program	Courage to Change 2 (Females)	Yoga	Counseling – as needed basis	TV viewing area	Mission Statement	
Telephone Recovery Services (App)	Recovery Coach Training	Financial & Life Skills (checkbook balancing, etc.).	Recovery Art Program	Family support Groups (LCADA)	Cornhole	Form Executive Board; Bylaws	
	Business Elements	Robby's Voice		Grief Counseling/Robertson Bereavement Center		Administrative Tasks – payroll, budgeting, fundraising, etc. (OCAAR ?)	
	GED Tutoring – (Project Learn)			Trauma Counseling		Payroll: One full-time (house manager) and part-time culinary staff	
				Health Department Wellness Checks (court clients currently)		Volunteers	
						Staff (paid & Volunteer) Training; Job Descriptions	
						Secure funding sources (ADAMH Board; OHMAS; Private Foundations; SAMSHA; Fundraising; Membership; Fees for Service)	
						Data Collection/Stats: How many served in year, definition of success, how many community partners, etc.	

EXPENSES	INCOME SOURCE	END DATE	ESTIMATED COST ANNUALLY	ESTIMATED ONE TIME COSTS	SUSTAINABILITY SOURCE
Rent	SmartOhio Grant	March 2019	\$60,000		TBD (Fundraisers, donations, other grants)
Utilities	SmartOhio Grant	March 2019	\$ 3,000		TBD (Fundraisers, donations, other grants)
Wi-fi	SmartOhio Grant	March 2019	\$ 1,000		TBD (Fundraisers, donations, other grants)
Phone	SmartOhio Grant	March 2019	\$ 500		TBD (Fundraisers, donations, other grants)
Kitchen Supplies (utensils, plates)	SmartOhio Grant	March 2019	\$ 2,000		TBD (Fundraisers, donations, other grants)
Food for Culinary Program/paper products/cleaning supplies	SmartOhio Grant	March 2019	\$ 3,000		Culinary Program profits; TBD (Fundraisers, donations, other grants)
Salary for House Manager	SmartOhio Grant	TBD	\$34,000 (max for 40 hours week)		TBD (Fundraisers, donations, other grants)
Salary for Culinary Supervisor	SmartOhio Grant	TBD	Hourly \$15.00? / 20 hours per week \$15,600 Annually		TBD (Fundraisers, donations, other grants)
Salary for Culinary Students (?)	SmartOhio Grant	TBD	Hourly \$8.00? / 20 hours per week \$ 8,3200 PP (X 5=\$41,600) Annually		TBD (Fundraisers, donations, other grants)
Office Supplies (Copier, Supplies, Computers)	SmartOhio Grant	March 2019		\$10,000	TBD (Fundraisers, donations, other grants)
Manufacturing Vocational Program	SmartOhio Grant/TBD/Tuition Scholarships	TBD	TBD		TBD (Fundraisers, donations, other grants)
Total Estimated Annual Costs (without worker's comp, etc. costs)			\$160,700	\$10,000	
TOTAL ESTIMATED FIRST YEAR COSTS			\$170,700 + workers comp (?) – county policy?		
*Furniture Donated					



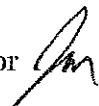
CITY of MEDINA

Community Development Department

Ph (330) 722-9023 Fax (330) 350-1011

MEMORANDUM

TO: Mayor Dennis Hanwell
Greg Huber, Law Director

From: Jonathan Mendel, Community Development Director 

Date: March 23, 2017

Subject: Medina County Common Pleas Court use of 538 W. Liberty Street

The subject property (538 W. Liberty St) is zoned C-1 Local Commercial and occupied by a two story restaurant building and a 29 space parking lot with additional 21 parking spaces available next door at 528 and 524 W. Liberty for a total of 50 spaces.

The proposed use by the Common Pleas Court is defined by the zoning code as "Office" (advocacy, therapy, wellness, etc, programs) and "Restaurant" (culinary program).

In the C-1 zoning district, "Office" is a permitted use and "Restaruant" is a conditionally permitted use. The two uses can occupy the site with completion of the City of Medina's occupancy permit application process. As a "Restaurant" in the lcoation of an exsiting restaurant use, the proposed restaurant operation will be able to assume the exsiting restaurant's Conditional Zoning Certificate.

The two uses require a minimum of 18 parking spaces per the City of Medina Planning and Zoning Code (Office-1 parking space/400sqft & Restaurant-1 parking space/2 seats). The subject site plus the adjacent parking provides 48 space parking supply and 30 parking space surplus.

The proposed uses/operations by the Medina Coutny Common Pleas Court would be permitted by the Planning and Zoning Code to occupy 538 W. Liberty St through the City of Medina Building Department's occupancy permit application process.

Let me know if you need additional information or clarification.

REQUEST FOR COUNCIL ACTION

No. RCA 17-255-4/10
Committee: Finance

FROM: John Coyne, President of Council
DATE: 11/28/16
SUBJECT: Hiring RITA for Income Tax Collection

SUMMARY AND BACKGROUND:

Request consideration to hire the Regional Income Tax Agency (RITA) for Income Tax Collections for the City of Medina.

Estimated Cost: TBD

Suggested Funding: TBD

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Kathy Patton

From: Rich Petrunyak
Sent: Thursday, February 23, 2017 8:25 AM
To: Kathy Patton
Subject: FW: City of Medina - CCA Taxpayer Assistance Attendance Records

Kathy - See below for attendance figures.

From: Cromer, April [mailto:ACromer@city.cleveland.oh.us]
Sent: Wednesday, February 22, 2017 4:17 PM
To: Rich Petrunyak
Subject: RE: City of Medina - CCA Taxpayer Assistance Attendance Records

Hello Rich,

MEDINA TPA Attendance from 2014-2016

2014		Taxpayers		2015		Taxpayers		2016		T
1-Mar	Saturday	77		7-Mar	Saturday	119		12-Mar	Saturday	
12-Mar	Wednesday	77		18-Mar	Wednesday	17		16-Mar	Wednesday	
2-Apr	Wednesday	198		25-Mar	Wednesday	134		5-Apr	Tuesday	
12-Apr	Saturday	177		1-Apr	Wednesday	103		12-Apr	Tuesday	
				11-Apr	Saturday	163				
529				536						

Have a nice evening.

April D. Cromer
Assistant Tax Administrator
CCA - Division of Taxation
City of Cleveland
p: 216.664.7075
f: 216.420.8299
acromer@city.cleveland.oh.us

From: Rich Petrunyak [mailto:rpetrnyak@medinaoh.org]
Sent: Wednesday, February 22, 2017 11:28 AM
To: Cromer, April
Subject: City of Medina - CCA Taxpayer Assistance Attendance Records

Hi April,

Hope all is going well. Does the CCA keep attendance records for when you visit Medina for the taxpayer assistance programs? If so, I would like to see attendance figures from the last three years (2016-2014). If only one or two years is

available, I'll take whatever info is available. If you have a breakout by session date and year, that would be great as well.

Thank you.

Rich Petrunyak

Deputy Finance Director

City of Medina

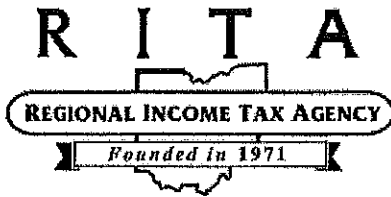
132 N. Elmwood Ave.

Medina, OH 44256

330.725.8861 ext. 1024 (direct)

330.722.9058 (fax)

RPetrunyak@medinaoh.org



10107 Brecksville Road • Brecksville, Ohio 44141-3275
TDD (440) 526-5332 1-800-860-RITA (440) 526-0900
Fax: (440) 526-8013

March 16, 2017

Kathy Patton
Clerk of Council
City of Medina

It was certainly a pleasure speaking with you last week, Thursday March 9, 2017; this a follow-up from our discussion. Below is summary of our meeting held with the City of Medina finance committee on October 11, 2016. Please feel free to share this information with the finance committee members. We hope this information will be useful during the decision making process.

- **Estimated Cost Range for RITA Services for the City of Medina**
 - Based on 2015 Collections \$13,738,021 with a (Tax Rate 1.25% / Tax Credit 100% / Credit Limit 0.19%)
 - Cost Range (\$289,800 to \$320,350) or (2.11% to 2.33%)
- **Cost:** RITA estimates cost savings annually, to the City of Medina of approximately \$200,000.
- **Distribution Schedule:** The Agency provides distributions twice a month, on the 1st and 10th working day of the month.
- **System Access (Tax Authority Portal):** Your duly authorized official will have access to "real time" reporting and taxpayer records, secure e-mail, reports, "I-File Pro" allows a municipal official to electronically prepare and submit a tax return and payment to RITA, images of taxpayer documents, (do not believe current service provider grants access to images of taxpayer records). RITA will also provide training and ongoing support.
- **Governance:** each member participates in a Regional Council of Governments (RCOG); member's share in costs associated with the administration & collection of their municipal Income tax. Members participate in Annual Elections, election of RCOG Officers & RITA Board of Trustees. Each member receives (one vote); members have the opportunity to elect RCOG officers and Board of Trustee members in (June). BOT is made-up (9) members, serving (3 year) terms and meet monthly and appoints an Executive Director (ED), the ED oversees the daily function of the Agency and reports directly to the BOT.
- **Taxpayer Assistance:** RITA will provide a Regional Taxpayer Assistance (TPA) event assuming Medina agrees to serve as host. RITA staff will be on site to assist taxpayers with tax return preparation. The continuation of the program would be evaluated annually with attendance being the primary factor. A supply of paper tax returns will be supplied to the city and local libraries.
- **RITA Customer Service:** Call Center Agents receive ongoing tax policy training and soft skills training to ensure a high level of knowledge and professionalism. Please note, ALL calls are recorded for quality assurance and training. If an issue arises with a taxpayer the recording can be reviewed to assess the facts related to the call. All taxpayers are encouraged to take a brief survey at the close of the call. Survey statistics indicate over 90% of the taxpayers were satisfied with the overall call experience with the call center agent.
- **Self Service:** For those taxpayers that prefer "self-service" there is a robust suite of electronic services found on our website www.ritaohio.com (online: filing and payments, instructional videos, registration, My Account, Secure email etc.) and through our automated IVR (Interactive Voice Response) phone services. Our website was recently updated in February 2017.
- **JEDD'S, JEDZ'S & ENTERPRISE ZONE'S:** The Agency currently serves over 21 districts and zones on behalf its members; the JEDD'S, JEDZ'S & ENTERPRISE ZONE'S are subject to the same cost structure and services outlined in the RCOG agreement.
- **No startup costs. No hidden charges.** The only additional fees other than the transaction/collections based formula are the non-filer subpoena program (\$8 per subpoena) and the legal program (\$35 per hour, RITA's estimates \$1,200 - \$1,500 annually) both of which are electives and typically provide a significant return on the investment. RITA provided statistical results from compliance programs conducted for comparable communities that are proven revenue generating opportunities. (non-filer, non-payment, legal, Federal Tax Information)
- **Transition:** RITA will send a "welcome letter" to all the Medina individuals and business taxpayers informing taxpayers of the transition. In addition, RITA will inform the State of Ohio, Ohio Business Gateway and all major payroll companies to ensure a smooth transition. RITA will conduct weekly status meeting with Medina officials.
- **RITA Member Services:** will be a direct point of contact during and after the transition. A Government Liaison will be assigned to the City of Medina.

Again, thank you for the opportunity to serve the City of Medina. Please call or e-mail if you have any additional questions.

Mark Taranto
Regional Income Tax Agency
440.922.3286 or mtaranto@ritaohio.com

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: March 21, 2017

SUBJECT: Decorative Street Lights - N. Court Corridor

NO.

RCA 17-056-4/10

COMMITTEE

REFERRAL:

Finance

This request asks Council to review and approve the decorative street lights proposed by ODOT for use in the N. Court Corridor project.

The City elected to accept the additional cost proposed by ODOT's contractor to furnish and install decorative street lights. Attached please find details of the street light proposed to be furnished by ODOT's contractor for this application.

Thank you for your consideration

ESTIMATED COST: No additional costs.

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

MATERIAL SPECIFICATIONS

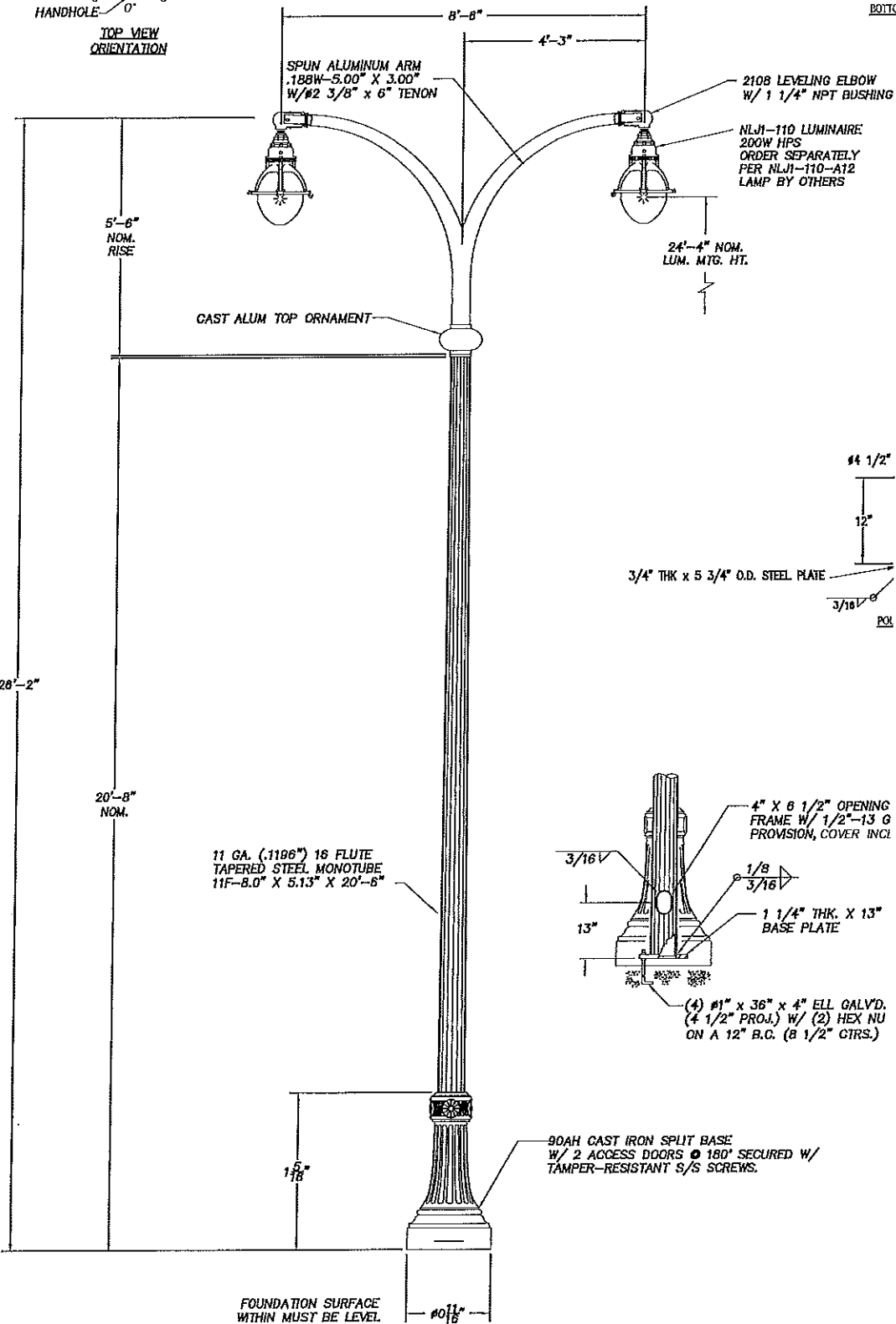
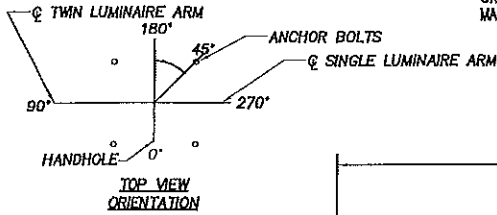
TUBES: CHEM. & PHYSICAL PROP. OF ASTM A595 GR. A.
 BASE PLATE: ASTM A36
 ANCHOR BOLTS: ASTM F1554 TOP END GALVD. TO A153
 ANCHOR BOLT NUTS: ASTM A563 GR. A GALVD. TO A153
 MISC. HDWE: (STN. STL.) AISI 300 SERIES (18-8)
 PIPE: ASTM A53 GRB, A501
 FLAT WASHERS: ASTM F436 GALVD. TO A153
 PLATE, BAR: ASTM A36
 MISC. STEEL HDWE: ASTM A307 GALVD. TO ASTM A153
 SPLIT BASE & MISC. CASTINGS: CAST IRON ASTM A48, CLASS 30
 DAVIT ARM: ASTM B241 6063-T6
 FINISH: GLOSS BLACK PAINT, FEDERAL STANDARD 595C, COLOR NO. 17038

1. DESIGNED IN ACCORDANCE WITH 1994 AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS" FOR 80 M.P.H. WIND ZONE.
2. ANCHOR BOLTS ANALYZED FOR STEEL STRENGTH ONLY, THE ANCHOR BOLT EMBEDMENT LENGTH SHOWN ON THIS DRAWING SHALL BE VERIFIED BY THE FOUNDATION ENGINEER.
3. THE EXPOSED LENGTH OF THE ANCHOR BOLT BETWEEN THE TOP OF THE FOUNDATION AND THE BOTTOM OF THE LEVELING NUT SHOULD NOT EXCEED ONE BOLT DIAMETER.
4. CUSTOMER TO CONFIRM ALL DIMENSIONS & ORIENTATIONS BEFORE RELEASING ORDER FOR MANUFACTURING.

SPUN TUBE

(2) SETS OF (4)
 3/8" STN STL
 SET SCREWS

CAST ALUM ORNAMENT



down light matrix



1521
Omega



1521LED
Omega



1527
Omega



1527LED
Omega



1531
Omega



1531LED
Omega



19105LB
Lake Bluff



1910 5LBS
Lake Bluff



1910 5RLM18
Park Ridge



1910
Acorn



1910LED 5LB
Lake Bluff



1910LED5LBL
Lake Bluff



1910LED5LBS
Lake Bluff



1910LED5RLM18
Park Ridge



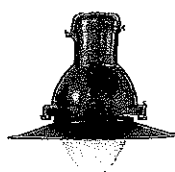
1910-XRLED
Acorn



1912
Summit



1912FG
Summit



1912RLM
Summit



1912-XRLED
Summit



1914
Libertyville



1914LED
Libertyville



1917
New Jersey



1921
Galesburg



1921FG
Galesburg



1930 5RLM24
Park Ridge



1930
Acorn



1940
Glenview



1940LED
Glenview



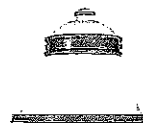
1950 Mission
Trails



G18-508
Sphere



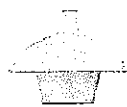
H320FG
Hunter



H420FG
Hunter



LFH18
Lake Forest



RLM16
RLM



RLMSP18
RLMSP



RSL
Railroad Station



RWSL
Radial Wave



T412
Treviso



T415
Treviso



See website for DLC approved fixtures

DOWN LIGHT	DIMENSIONS		LED	XRLED	HID OPTICS						LIGHT DISTRIBUTION					EPA l ²	WT lbs
	Width	Height			RE	LO	RO	HSS	GJ	G10	2	3	3B	4	5		
1521 Omega	21"	17-1/8"														0.72	20
1521LED Omega	21"	17-1/8"														0.72	27
1527 Omega	27"	19-1/8"														0.93	25
1527LED Omega	27"	19-1/8"														0.93	38
1531 Omega	31"	21-1/2"														1.16	30
1531LED Omega	31"	21-1/2"														1.16	50
1910 5LB Lake Bluff	18-1/2"	22-1/2"														1.22	12
1910 5LBS Lake Bluff	18-1/2"	22-1/4"														0.74	12
1910 5RLM18 Park Ridge	18"	23-3/4"														1.04	7
1910 Acorn	12-1/4"	24-3/4"														0.54	9
1910LED5LB Lake Bluff	18-1/2"	22-1/4"														1.22	37
1910LED5LBL Lake Bluff	18-1/2"	22-1/2"														1.46	37
1910LED5LBS Lake Bluff	18-1/2"	22-1/4"														1.11	16
1910LED5RLM18 Park Ridge	18"	23-3/4"														1.04	24
1910XRLED Acorn	12-1/4"	24-3/4"														0.54	19
1912 Summit	18-1/2"	31"														1.09	33
1912FG Summit	18-1/2"	19-3/4"														1.21	33
1912RLM Summit	27"	31-5/8"														1.9	42
1912XRLED Summit	17-3/4"	27-7/8"														1.7	40
1914 Libertyville	17"	35"														1.7	30
1914LED Libertyville	17"	35"														2.54	75
1917 New Jersey	26-3/4"	22-1/2"														1.08	48
1921 Galesburg	18-1/2"	34-1/2"														1.35	50
1921FG Galesburg	18-1/2"	21-1/2"														0.82	43
1930 5RLM24 Park Ridge	24"	29-1/4"														1.17	10
1930 Acorn	15-3/8"	28-3/4"														1.1	15
1940 Glenview	20-3/8"	19-5/8"														1.32	13
1940LED Glenview	20-3/8"	19-5/8"														1.32	14
1950 Mission Trails	18-3/4"	23-1/4"														1	20
G18-508 Sphere	18"	28"														1.18	19
H320FG Hunter	17"	14"														0.47	21
H420FG Hunter	21"	17"														0.78	25
LFH18 Lake Forest	18"	13-3/8"														0.6	14
RLM16	16"	12-1/4"														0.5	15
RLMSP18	18"	14-3/4"														1	15
RSL Railroad Station	14"	13-1/4"														1	16
RWSL Radial Wave	14"	14-1/4"														1	16
T412 Treviso	12-1/4"	17-3/4"														0.67	10
T415 Treviso	12-1/4"	17-3/4"														0.91	12

RE = Refractor LO = Louver Optic RO = Roof Optic HSS = House Side Shield GJ = Clear Glass Jar G10 = White Glass Globe * Refractor Type Polycarbonate

REQUEST FOR COUNCIL ACTION

No.

RCA 17-066-4/10

FROM: Councilman Brian Hilberg

Committee:

Finance Council

DATE: 04-04-17

SUBJECT: Closing of Family Birthing Center at Medina Hospital

SUMMARY AND BACKGROUND:

Request that Council pass a resolution in opposition of Cleveland Clinic's announcement to close the Family Birthing Center at Medina Hospital.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

48-17
4-10-17

A RESOLUTION STRONGLY OPPOSING THE ANNOUNCEMENT BY THE CLEVELAND CLINIC TO CLOSE THE FAMILY BIRTHING CENTER AT MEDINA HOSPITAL AND DECLARING AN EMERGENCY.

WHEREAS: The Cleveland Clinic has announced its decision to discontinue the services of the Family Birthing Center at Medina Hospital effective July 1, 2017; and

WHEREAS: The Family Birthing Center at Medina Hospital is the only birthing center in Medina County and its closing will force expectant mothers to travel 30-45 minutes further to deliver; and

WHEREAS: This decision will have a detrimental effect on Medina County residents, including the residents of the City of Medina; and

WHEREAS: The leadership of The Cleveland Clinic has not responded to requests to discuss this decision and possible alternative solutions; and

WHEREAS: This decision reflects that The Cleveland Clinic has no apparent regard for the safety and welfare of current and future expectant mothers of community.

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

Section 1: To discontinue services of the Family Birthing Center at Medina Hospital removes an important health care service that has existed in Medina for decades and the Council of the City of Medina strongly suggests that The Cleveland Clinic reconsider their decision to discontinue these services.

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason to timely provide notice to the Cleveland Clinic of the objections contained herein. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

REQUEST FOR COUNCIL ACTION

No. RCA 17-047-3/13

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: March 8, 2017

SUBJECT: W. Liberty Parking Structure – Preliminary Budget

SUMMARY AND BACKGROUND:

This request asks for Council to approve a budget for the W. Liberty Street Parking Structure. The parking structure is anticipated to consist of the following:

- A two story parking deck 44,800 sq. ft.
- Parking deck to be constructed in a footprint of approximately 280 wide by 160 feet long (not including land necessary for upper and lower driveways)
- Total capacity approximately 207 spaces
- Access to the lower deck to be provided off of W. Liberty Street; access to the upper deck to be provided off of N. Elmwood Avenue

We suggest the following for the preliminary budget for this project:

- City of Medina Local Funds: \$2.5 million
- State of Ohio Grant Funds: \$1.0 million
- TOTAL Project Budget: \$3.5 million

Thank you for your consideration.

*3/13/17 Coyne - timeline to use grant \$ for parking structure.
Newland Developments LLC
80ft deep x 135'
lot split would have to be done.
MK-Concerns - 207 spaces - what about House parking lot we bought?
Coyne - goal is in order to have development happen, you have to have development
Kimberly - photo last meeting. North Side Liberty -
JC - Down want deck to go all the way to Liberty?
MK - Concern w/ traffic flow.
- Design Bid Build might be more cost effective. 40 extra
Surface Lot current spaces - 108 existing
44,800 sq. ft.*

Estimated Cost: \$3.5 million

Suggested Funding: TBD

- 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:

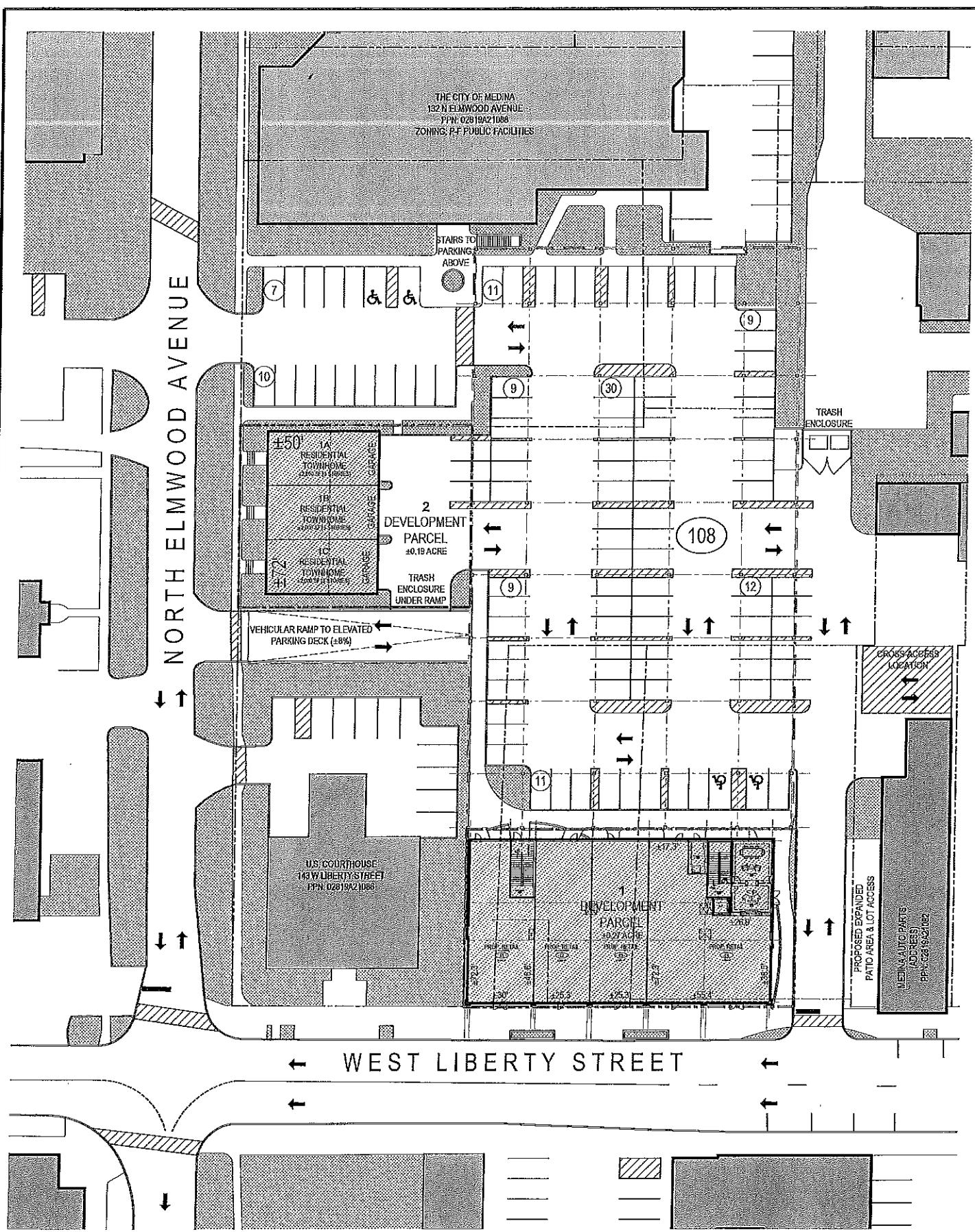
Committee Action/Recommendation:

Council Action Taken: *3-13-17 JS/DS approve \$1 million match to state.
HOLD-Next mtg.*

Ord./Res.
Date:

Park
Locat
City H
Upper
Projec

Park
Use
Resid
Resid
Retail
Projec
Parkin



CONCEPT SITE PLAN & LOWER LEVEL PLAN
SCALE 1" = 20'-0"



10

+239.3'

Newland Developments, LLC

PPN(s): 02819A21376, 02819A21084, 02819A21082

PPN(s): 02819A21376, 02819A21084, 02819A21083

5. For GENERAL INFORMATION ONLY, see INSTRUCTIONS FOR USE AND A SAFETY GUIDE.

FOR GENERAL INFORMATION ONLY & IS INTENDED FOR USE AS A REFERENCE ONLY. THIS STANDARD IS ACTUAL SIZE. DIMENSIONS OF THE MATERIALS OBSERVED ARE AT LEAST APPROXIMATE.

ACTUAL SIZE, DIMENSIONS, OVERLAP - IN TENDENCY OF THE MATTERS OBJECTED, ANY & ALL SEATED TO A INF

ACTIVE PURPOSES ONLY, & ARE SUBJECT TO CHANGE WITHOUT NOTICE.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

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CONCLUSIONS



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55

David Cowley
Globalization

Right to

new edition

100

CONCLUSIONS



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David Cowley
Globalization

Right to

new edition

100



Newland Developments, LLC
25 People 13 Spaces 48 Places
Eric Newland | Newland.ERIC@gmail.com

Liberty Commons: Medina, Ohio

Preliminary Design
12/07/2016



Proposed South Perspective (West Liberty Street)

Proposed North Elevation

Project Summary:
+7,500 SF Retail / Restaurant Space

OK
Dr. H. H. H.
3-28-17

REQUEST FOR COUNCIL ACTION

No. RCA 17-057-4/10
Committee Finance

FROM: Sandy Davis
DATE: 3/28/17
SUBJECT: PY16 CHIP Grant
409 E. North, Medina, Ohio

SUMMARY AND BACKGROUND:

A request for a purchase order for GB Hawk Construction Company in the amount of \$28,000 for a Private Rehabilitation project at 409 E. North St., Medina, Ohio as part of the PY16 CHIP grant.

Suggested Funding: \$28,000

- Sufficient funds in Account No. 139-0456-52215 Activity #AC-16-06
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: GB Hawk Construction Company is an approved contractor on our Bidding list for CDBG/CHIP projects. Expediting payment to the contractor will encourage continued participation in the CDBG/CHIP program by allowing a more fluid cash flow situation allowing the contractor to bid on more projects which benefits our LMI residents.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

CITY OF MEDINA
(IN PARTNERSHIP WITH CITY OF BRUNSWICK)
132 N. ELMWOOD AVE.
MEDINA, OH 44258
PY2016

CONTRACT

FOR

REHABILITATION CONSTRUCTION
and
LEAD-BASED PAINT HAZARD REDUCTION

BETWEEN

Tracy Maslanka, File No. M-01H
OWNER

409 E. North Street, Medina, OH 44256
ADDRESS

(330) 304-6276
TELEPHONE

AND

GB Hawk Construction Company
CONTRACTOR

169 Southwest Avenue, Tallmadge, OH 44278
ADDRESS

(330) 633-9303
TELEPHONE

March 23, 2017
DATE

The following Contract contains the Agreement, Work Write-up Drawings (if applicable) from the Bid and Proposal, the Specifications, General Conditions, and Supplemental Conditions which the undersigned hereby acknowledge he/they do fully understand as the work to be performed.

For the considerations named herein, the Contractor proposes to furnish all the material and do all the work described in, and in accordance with, the Contract identified in the work write-up and General Conditions.

For the Sum of Twenty Six Thousand Five Hundred Fifty Dollars and No Cents \$26,550.00

Alternate #1. \$ _____

Alternate #2. \$ _____

TOTAL \$26,550.00

Rehab Address: 409 E. North Street

Medina, OH 44256

Contract Number: M-01H

ACCEPTANCE OF:

CONTRACTOR

GB Hawk Construction Company

Marilyn Cunningham
Signature

Brian C. Valje
Witness

169 Southwest Avenue
Tallmadge, OH 44278

OWNER (S)

Tracy Maslanka

Tracy Maslanka
Signature

Signature
Brian C. Valje
Witness

409 E. North Street
Medina, OH 44256

March 23, 2017
Date

REQUEST FOR COUNCIL ACTION

No. RCA 17-058-4/10

FROM: Greg Huber, Law Director

Committee: Finance & Council

DATE: March 27, 2017

SUBJECT: Expenditure greater than \$25,000 for legal services
and

Authorization of payment greater than or equal to \$3,000 in accordance
with ORC 5705.41(D)(1)

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize an expenditure not to exceed \$35,000 to Walter Haverfield, LLP for legal services during 2017. NOTE: During 2016, the City paid Walter Haverfield \$34,337.33.

Additionally, in accordance with ORC 5705.41(D)(1), respectfully request Council to approve payment of the attached invoices. This request for Council Action shall serve as the Finance Director's certification that both at the time that the contract or order was made and at the time of execution of such certificate, there was a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41(D)(1):

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

Estimated Cost: \$35,000

Suggested Funding:

- sufficient funds in Account No. 001-0704-52225
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: Vendor is awaiting payment for January services.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Ord. 47-17
4-10-17

Walter|Haverfield LLP
ATTORNEYS AT LAW

C O N F I D E N T I A L

INVOICE

Jonathan Mendel
Community Development Director
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44258

Invoice Date: February 28, 2017
Invoice Number: 321250
Client/Matter Account Number: 17032-00018 [076]
Regarding: Fechko Excavating, Inc. v. City of Medina (II)

Fees for Professional Services through: 01/31/17 \$ 6,602.50

Expenses advanced on your behalf through: 01/31/17 \$ 21.96

TOTAL CHARGES FOR INVOICE NUMBER 321250 \$ 6,624.46
=====

****PLEASE INDICATE INVOICE NUMBER 321250 WITH YOUR REMITTANCE

PLEASE DIRECT INQUIRIES TO OUR ACCOUNTING DEPARTMENT AT
(216) 928-2957 or (216) 619-7883, OR E-MAIL ACCOUNTING@WALTERHAV.COM

PO # _____ Line # _____
Partial _____ Complete _____
Date: _____
Approved: *Reg 10/1/17*

PLEASE SEND REMITTANCES ONLY TO: P.O. BOX 75568, CLEVELAND, OH 44101
Federal Tax I.D. 34-0602148

Walter | Haverfield LLP
ATTORNEYS AT LAW

C O N F I D E N T I A L

INVOICE

Gregory A. Huber
Director of Law
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44258

Invoice Date: March 6, 2017
Invoice Number: 321440
Client/Matter Account Number: 17032-00017 [076]
Regarding: Telecom Towers in ROW

Fees for Professional Services through: 01/31/17 \$ 1,052.50

TOTAL CHARGES FOR INVOICE NUMBER 321440 \$ 1,052.50
=====

****PLEASE INDICATE INVOICE NUMBER 321440 WITH YOUR REMITTANCE

PLEASE DIRECT INQUIRIES TO OUR ACCOUNTING DEPARTMENT AT
(216) 928-2957 or (216) 619-7883, OR E-MAIL ACCOUNTING@WALTERHAV.COM

PO# _____ Line # _____
Partial _____ Complete _____
Date: _____
Approved: _____




PLEASE SEND REMITTANCES ONLY TO: P.O. BOX 75568, CLEVELAND, OH 44101
Federal Tax I.D. 34-0602148

REQUEST FOR COUNCIL ACTION

No. RCA 17-059-4/10

From: **POLICE DEPARTMENT**
Acting Chief/Lt. Dave Birckbichler



Mayor's Initials: _____

Committee Finance

Guidelines: See information on back of form

Date: 4/3/17

Subject: Emergitech

Summary and Background

Subscription and Maintenance Expenses for Dispatch & Records Systems due for period of 1/1/17 to 12/31/17

Estimated Cost: \$64,000.08

Suggested Funding: 106-0102-52215

Sufficient Funds in Account No: Yes

Transfer Needed From: _____ To: _____

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:



Public Safety Software

EmergiTech, LLC, a Zuercher Technologies Company

Invoice	CA0000000102
Date	1/16/2017
Page	1

Remit to:

EmergiTech, LLC
4509 West 58th Street
Sioux Falls, SD 57108

Bill To:

Medina City PD (OH)
150 W. Friendship Street
Medina OH 44256

Ship To:

Medina City PD (OH)
Chief Patrick Berarducci
150 W. Friendship Street
Medina OH 44256

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	OHMED			Net 30	1/13/2017	325

Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price
1.00	0000000431	MAINTENANCE	Period: 1/1/2017 - 12/31/2017	\$64,000.08	\$64,000.08

ETI Hosting
MAINTENANCE

EmergiTech Hosting

Hosted Bair Analytics RAIDS/ATACRAIDS Interface Subscription
Hosted Crystal Reports Concurrent Connection
Hosted EmergiTech AVL Concurrent Connections
Hosted Firehouse Integration
Hosted INTERBADge or INTERBADGE-M Police Records Concurrent Connections
Hosted INTERCad Concurrent Connections
Hosted INTERMAP Tactical Map Display Concurrent Connections
Hosted INTERMOBILE Fire/EMS w/Map Concurrent Connections
Hosted INTERMOBILE LE with Mobile Mapping & NCIC Concurrent Connections
Hosted INTERMug Photo Imaging Concurrent Connections
Hosted INTERSHAre Media Concurrent Connections
Hosted OLLEISN Concurrent Connection
Hosted ProQA Interface License
Infrastructure as a Service (IaaS) Subscription for Virtual Server Hosting for ProQA Paramount
Hosted INTERStat CAD Monitoring Service

[Handwritten signature]
3-27-17

Subtotal	\$64,000.08
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$64,000.08

[Handwritten initials]



EmergiTech, LLC, a Zuercher Technologies Company

Invoice	CA0000000102
Date	1/16/2017
Page	1

Remit to:
EmergiTech, LLC
4509 West 58th Street
Sioux Falls, SD 57108

Bill To:

Medina City PD (OH)
150 W. Friendship Street
Medina OH 44256

Ship To:

Medina City PD (OH)
Chief Patrick Berarducci
150 W. Friendship Street
Medina OH 44256

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	OHMED			Net 30	1/13/2017	325

Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price
1.00	0000000431	MAINTENANCE	Period: 1/1/2017 - 12/31/2017	\$64,000.08	\$64,000.08

ETI Hosting
MAINTENANCE

EmergiTech Hosting

Hosted Bair Analytics RAIDS/ATACRAIDS Interface Subscription
Hosted Crystal Reports Concurrent Connection
Hosted EmergiTech AVL Concurrent Connections
Hosted Firehouse Integration
Hosted INTERBADge or INTERBADGE-M Police Records Concurrent Connections
Hosted INTERCad Concurrent Connections
Hosted INTERMAP Tactical Map Display Concurrent Connections
Hosted INTERMOBILE Fire/EMS w/Map Concurrent Connections
Hosted INTERMOBILE LE with Mobile Mapping & NCIC Concurrent Connections
Hosted INTERMug Photo Imaging Concurrent Connections
Hosted INTERSHArc Media Concurrent Connections
Hosted OLLEISN Concurrent Connection
Hosted ProQA Interface License
Infrastructure as a Service (IaaS) Subscription for Virtual Server Hosting for ProQA Paramount
Hosted INTERStat CAD Monitoring Service

Subtotal	\$64,000.08
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$64,000.08

**Request for Taxpayer
Identification Number and Certification**

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

Print or type.
See Specific Instructions on page 2.

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

EmergiTech, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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) ▶ **C**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)

4509 W. 58th Street

6 City, state, and ZIP code

Sioux Falls, SD 57108

Requester's name and address (optional)

7 List account number(s) here (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 Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

8	1	-	2	5	2	7	5	0	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign Here

Signature of U.S. person ▶

Jessica J. Allen

Date ▶ **2-7-2017**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Jackie Ingersoll

From: Dave Birckbichler
Sent: Tuesday, March 21, 2017 2:41 PM
To: Jessica Olson
Cc: Jackie Ingersoll
Subject: RE: Past Due EmergiTech Invoice

Sorry for the delay in addressing this invoice, Chief Berarducci has been out on leave since the beginning of November. Could you please send an itemized invoice to Jackie Ingersoll at jingersoll@medinaoh.org as she is our Accounts Payable contact person. After reviewing the contract dated November 2011 and the two addendums, it appears we are not receiving some of the items that are in the contract including: 911 Interface, Alpha Numeric Paging, In Car Citation Printing, Fire Records Management, and Mobile Data for Fire .

Thank you.

Lieutenant Dave Birckbichler
Medina City Police Department
150 W Friendship Street
Medina, OH 44256
Office - 330 725 7777
Cell - 330 421 0517
dbirckbichler@medinaoh.org



From: Jessica Olson [mailto:Jessica.Olson@zuerchertech.com]
Sent: Wednesday, March 15, 2017 5:43 PM
To: Patrick Berarducci <pberarducci@medinaoh.org>
Subject: Past Due EmergiTech Invoice

Hello,
The attached EmergiTech invoice is now past due. If you have any questions in regards to this, please let me know. I would also appreciate a reply back with what the payment status is.

Thank you,

Jessica Olson
Accounts Receivable/Billing
Zuercher Technologies | www.zuerchertech.com
Direct: (605) 809-8781

OK Dr. Harwell 4-4-17

REQUEST FOR COUNCIL ACTION

No. RCA 17-060-4/10

FROM: Sandy Davis

Committee Finance

DATE: 4/4/17

SUBJECT: The Lowe's Charitable and Educational Foundation Grant

SUMMARY AND BACKGROUND:

This is a request to apply to the Lowe's Charitable and Educational Foundation for a grant in the amount of \$25,000 for the purpose of subsidizing the renovation of the upstairs room of the Engine House on Public Square. The project entails the renovation of the upstairs room become a Community Room.

The total cost of the project is estimated to be \$65,000. The city has received donations from the Community Design Committee in the amount of \$20,000 and also a generous donation was made from a private Medina family in the amount of \$20,000.

The \$25,000 being requested will provide the necessary funding to complete the project.

Once completed, the room will be used to hold community meetings as well as educational meetings and seminars and will allow schools to reserve the room for educational purposes.

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Grant applications are due May 12, 2017

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Actual Funds:

Unspecified

Award Range: \$2,001 (Min) / \$100,000 (Max)

Annual Giving: \$6,059,081

Total Assets: \$1,012,450

Last Tax Filing: 01/31/2015

Match Notes:

There are no stated matching requirements for this program.

Funding Notes:

An unspecified amount of funding is available to support awards ranging from \$2,001 to \$100,000 through this program.

Award notifications will be made within 90 days of the relevant application deadline.

Multiyear funding requests will not be considered.

Funding will not support:

Families or memorial campaigns

Third-party giving

Church programs or events

Capital campaigns, endowments, or endowed chairs

Special events, such as conferences, dinners, sport or educational competitions, festivals, or art exhibits

Sponsorship/fundraising events of any kind, such as auctions, golf tournaments, or athletic events

Tickets to events

Product donations

Goodwill advertising or marketing

Arts-based programs

Travel-related events, including trips, tours, stipends, or registration fees for students or staff

Development or production of books, films, videos, or television programs

Developing curriculum

Activities of organizations serving primarily their own membership

Continuing education for teachers and staff

Institutional overhead or indirect costs, such as salaries, stipends, benefits, and most project labor costs

Updates

March 21, 2017: Information regarding the link for the online application has been released and attached as the Update file. The Application and Contact sections have been updated accordingly.


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**FD0436 Lowe's Charitable and Educational Foundation (LCEF): Lowe's Community Partners Grants (Select Areas) - FY 2017**

eCivis Grant Detail

Grant: FD0436 Lowe's Charitable and Educational Foundation (LCEF): Lowe's Community Partners Grants (Select Areas) - FY 2017

Provided for: Sandy Davis of Medina

On Wednesday, March 22, 2017 1:10:28 PM PDT

Eligibility/Application

Eligibility Notes:

Eligible applicants are:

Entities established as 501(c)(3) nonprofit organizations for at least two years

Public agencies, including municipalities

Eligibility is limited to organizations in communities where Lowe's operates its stores and distribution centers; however, there is no specific distance requirement for organizations and their proximity to the community Lowe's store. A database of Lowe's locations can be found online at www.lowes.com/store.

Applicants may submit only one application for this program per 12-month period.

Applicants may apply for only one of the funding agency's programs within a 12-month period. Applicants of this program may not apply for the funding agency's Toolbox for Education or Small Grants programs, known in *eCivis Grants Network* as FD0715 and FD5909, respectively, in the same 12-month period.

Ineligible entities include:

Health/national-based organizations

Religious organizations

Private schools

Sports teams

Political, labor, or fraternal organizations

Civic clubs or candidates

Animal rescue/shelters or support groups

Eligible Applicants:

Local Government

Non Profits

Application Notes:

Applications must be received during one of the following cycles:

Spring cycle: March 20, 2017, through May 12, 2017

Fall cycle: July 3, 2017, through August 25, 2017

Applicants interested in the Lowe's Heroes employee volunteer program to help supplement the labor of their projects are encouraged to speak to their local Lowe's store manager.

Applicants are required to complete an eligibility quiz online at www.cybergrants.com prior to submitting an application. Eligible applicants will be directed to the online application.

The contents of the application will become available upon initiation of the online application process.

Refer to the NOFA and Update files for additional application information.

Financial

Match Required:No

OK Dr. Harwell
4-4-17

REQUEST FOR COUNCIL ACTION

No. RCA 17-060-4/10
Committee Finance

FROM: Sandy Davis

DATE: 4/4/17

SUBJECT: The Lowe's Charitable and Educational Foundation Grant

SUMMARY AND BACKGROUND:

This is a request to apply to the Lowe's Charitable and Educational Foundation for a grant in the amount of \$25,000 for the purpose of subsidizing the renovation of the upstairs room of the Engine House on Public Square. The project entails the renovation of the upstairs room become a Community Room.

The total cost of the project is estimated to be \$65,000. The city has received donations from the Community Design Committee in the amount of \$20,000 and also a generous donation was made from a private Medina family in the amount of \$20,000.

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Once completed, the room will be used to hold community meetings as well as educational meetings and seminars and will allow schools to reserve the room for educational purposes.

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Grant applications are due May 12, 2017

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



~~CONFIDENTIAL~~ R/VN

FD0436 Lowe's Charitable and Educational Foundation (LCEF): Lowe's Community Partners Grants (Select Areas) - FY 2017

eCivis Grant Detail

Grant: FD0436 Lowe's Charitable and Educational Foundation (LCEF): Lowe's Community Partners Grants (Select Areas) - FY 2017

Provided for: Sandy Davis of Medina

On Wednesday, March 22, 2017 1:10:28 PM PDT

Financial

Match Required:	No
Actual Funds:	Unspecified
Award Range:	\$2,001 (Min) / \$100,000 (Max)
Annual Giving:	\$6,059,081
Total Assets:	\$1,012,450
Last Tax Filing:	01/31/2015

Match Notes:

There are no stated matching requirements for this program.

Funding Notes:

An unspecified amount of funding is available to support awards ranging from \$2,001 to \$100,000 through this program.

Award notifications will be made within 90 days of the relevant application deadline.

Multiyear funding requests will not be considered.

Funding will not support:

Families or memorial campaigns

Third-party giving

Church programs or events

Capital campaigns, endowments, or endowed chairs

Special events, such as conferences, dinners, sport or educational competitions, festivals, or art exhibits

Sponsorship/fundraising events of any kind, such as auctions, golf tournaments, or athletic events

Tickets to events

Product donations

Goodwill advertising or marketing

Arts-based programs

Travel-related events, including trips, tours, stipends, or registration fees for students or staff

Development or production of books, films, videos, or television programs

Developing curriculum

Activities of organizations serving primarily their own membership

Continuing education for teachers and staff

Institutional overhead or indirect costs, such as salaries, stipends, benefits, and most project labor costs

Updates

March 21, 2017: Information regarding the link for the online application has been released and attached as the Update file. The Application and Contact sections have been updated accordingly.

Actual Funds: Unspecified

Award Range: \$2,001 (Min) / \$100,000 (Max)

Annual Giving: \$6,059,081

Total Assets: \$1,012,450

Last Tax Filing: 01/31/2015

Match Notes:

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
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**FD0436 Lowe's Charitable and Educational Foundation (LCEF): Lowe's Community Partners Grants (Select Areas) - FY 2017**

eCivis Grant Detail

Grant: FD0436 Lowe's Charitable and Educational Foundation (LCEF): Lowe's Community Partners Grants (Select Areas) - FY 2017

Provided for: Sandy Davis of Medina

On Wednesday, March 22, 2017 1:10:28 PM PDT

Eligibility/Application

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Eligible Applicants:

Local Government

Non Profits

Application Notes:

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Spring cycle: March 20, 2017, through **May 12, 2017**Fall cycle: July 3, 2017, through **August 25, 2017**

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The contents of the application will become available upon initiation of the online application process.

Refer to the NOFA and Update files for additional application information.

Financial

Match Required:No

REQUEST FOR COUNCIL ACTION

No. RCA 17-061-4/10
Committee: Finance

FROM: Keith Dirham, Finance Director
Rich Petrunyak, Deputy Finance Director
DATE: April 4, 2017
SUBJECT: 2016 Financial Audit

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the mayor to sign the attached Letter of Arrangement between the City of Medina and the Ohio Auditor of State for the 2016 financial audit.

Total actual costs for the 2015 audit = \$36,359

Total actual costs for the 2014 audit = \$38,325

Estimated Cost for 2016 Audit: not to exceed \$40,000*

*Note: The letter of arrangement states that fees for audit services will not exceed \$37,023. However, this fee is based on the auditors testing only one federal program. Based on discussion with the audit team, there is a possibility that the auditors will have to test two federal programs. Therefore, the finance department is requesting Council authorize up to \$40,000 in audit costs.

Suggested Funding: General Fund

Sufficient funds in Account No.: 001-0707-52221

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

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: Audit is currently in progress.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Dave Yost • Auditor of State

April 3, 2017

Dennis Hanwell, Mayor
City of Medina
Medina County
132 North Elmwood Street
Medina, Ohio 44256

This letter of arrangement between the City of Medina, Medina County, Ohio (the City) and the Auditor of State describes the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2017

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Dan Stuetzer, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Lindsey Young, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and

- * Josh Ziegler, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the City's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.

2. Providing us with:
 - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the City's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT

Section 801, *Reporting on Controls at a Service Organization* (SSAE No. 16) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16 report.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

You are responsible for informing our staff of the service organizations your government uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Medina County, which bills and collects your property taxes.
- Central Collection Agency, which collects your income taxes.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SSAE No. 16 (or AUP) report are:

- Central Collection Agency, which collects your income taxes.

Without an acceptable SSAE No. 16 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SSAE No. 16 or AUP report to these service organizations.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance . This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement.

However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Your Responsibilities:

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$37,023.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter paragraph(s), or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report describes only the scope of our tests of internal control over financial reporting and on compliance and other matters and the results of these tests, and does not opine on the effectiveness of the City's internal control over financial reporting or on compliance or other matters. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our tests of internal control over compliance and the results of these tests based on Single Audit requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

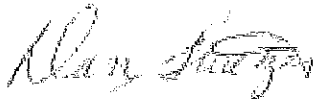
Peer Review Report

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Lindsey Young, Senior Audit Manager at 216-787-5834.

Very truly yours,

Dave Yost
Auditor of State of Ohio



Dan Stuetzer, Chief Auditor

Attachment

cc: Keith Dirham, Director of Finance
Council

ACCEPTED BY

DATE

TITLE

2CFR Part 200 REPORTING PACKAGE

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(d) of the Uniform Guidance , if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

SAMPLE
AMENDMENT #___ TO LETTER OF ARRANGEMENT

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear _____:

The letter of arrangement dated _____ between the Auditor of State and the City is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	
Total this amendment	\$0.00
Previous fee estimate	
Revised fee estimate	<u>\$0.00</u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call _____ at _____.

Very truly yours,

Dave Yost
Auditor of State of Ohio

(Name), Chief Auditor

cc: [Engagement Letter cc's]

ACCEPTED BY

DATE

TITLE



PEER REVIEW REPORT
April 3, 2015

The Honorable David Yost, Ohio Auditor of State
Office of Auditor of State
88 E. Broad Street, 5th Floor
Columbus, Ohio 43215

Dear Auditor of State:

We have reviewed the system of quality control of the Ohio Auditor of State (the office) in effect for the period March 1, 2014 through February 28, 2015. A system of quality control encompasses the office's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The design of the system and compliance with it are the responsibility of the office. Our responsibility is to express an opinion on the design of the system and the office's compliance with the system based on our review.

We conducted our review in accordance with the policies and procedures for external peer reviews established by the National State Auditors Association (NSAA). In performing our review, we obtained an understanding of the office's system of quality control for engagements conducted in accordance with professional standards. In addition, we tested compliance with the office's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the office's policies and procedures on selected engagements. The engagements selected represented a reasonable cross-section of the office's engagements conducted in accordance with professional standards. We believe that the procedures we performed provide a reasonable basis for our opinion.

Our review was based on selective tests; therefore it would not necessarily disclose all design matters in the system of quality control or all compliance matters with the system. Also, there are inherent limitations in the effectiveness of any system of quality control; therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control of Ohio Auditor of State in effect for the period March 1, 2014 through February 28, 2015 has been suitably designed and was complied with during the period to provide the audit organization with reasonable assurance of performing and reporting in conformity with *Government Auditing Standards* in all material respects. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Ohio Auditor of State has received a peer review rating of *pass*.

Keith Dommer, CPA
Team Leader
National State Auditors Association
External Peer Review Team

Kathleen A. Davies, CPA-PA
Concurring Reviewer
National State Auditors Association
External Peer Review Team

REQUEST FOR COUNCIL ACTION

OK
Post Hawley
4-3-17

No. RCA 17-062-4/16
Committee: Finance

FROM: Medina Community Recreation Center
DATE: 04-10-2017
SUBJECT: Partner Marketing Agreement(s)

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the Mayor to sign the "sponsor" and "sponsorship" agreements with Partner Marketing. Partner Marketing was the only firm to turn in a proposal for the RFP. The RFP ran Feb 28th and March 7th in the Gazette and was also posted on the MCRC website and Medina TV.

The RAC reviewed these agreements and the suggested changes were made on 3-16-17. Greg Huber has also reviewed these agreements and approved them on 3-24-17. (Discussed at Mayor's staff mtg.)

Please note: The Medina City Schools/BOE will also need to approve.

Estimated Cost:
Suggested Funding:
sufficient funds in Account No.
• transfer needed from Account No.
to Account No.
• NEW APPROPRIATION needed in Account No.
Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken: Ord./Res.
Date:

Sponsorship Agreement

This Agreement (the "Agreement") entered into this 1st day of MAY, 2017, by and between the City of Medina (hereafter sometimes referred to as "City") at 132 North Elmwood Avenue, Medina, Ohio 44256 and Medina City Schools Board of Education (hereafter sometimes referred to as "Medina Schools" or "BOE") at 739 Weymouth Road, Medina, Ohio 44256 and Partner Marketing, LLC (hereafter sometimes referred to as "PM"), 334 Koontz Rd., Wadsworth, OH 44281.

Recitals

WHEREAS, the Medina City Schools is the owner of the Medina Recreation Center ("REC"); and

WHEREAS, the Medina City Schools Board of Education has a lease agreement with the City of Medina for certain use of the Medina Recreation Center located at 855 Weymouth Rd, Medina, OH 44256 by the City of Medina; and

WHEREAS, City and Medina Schools desires to continue the place sponsors inside the Medina Recreation Center; and

WHEREAS, PM desires to obtain sponsors for the City of Medina and Medina Schools and desires to cause sponsors to be placed in the Medina Recreation Center; and

WHEREAS, the City of Medina and Medina Schools desire to retain PM as their exclusive agent to obtain and place sponsors inside the Medina Recreation Center, and PM desires to be the exclusive agent for this purpose.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

I. Responsibilities of Partner Marketing, LLC:

1. PM shall have all the duties of finding persons and companies which desire to place sponsorships inside the REC, preparing and executing contracts for sponsorship and for taking necessary steps to prepare sponsors so that all agree the signage is properly placed and approved by the Recreation Advisory Committee (RAC), Medina Schools, and the City of Medina.

2. All payments by sponsors will be paid directly to PM. PM shall pay the City and/or the Medina City Schools pursuant to the payment schedule below (minus any cost of goods or other requirements that any sponsor might require to fulfill any sponsorship). Payments by PM to the City shall be made within thirty (30) days of the previous month's close. A monthly reconciliation report will be provided to the City by PM each month. A copy of the Sponsor Agreement will be provided to the City for final approval.

3. PM shall not assign this contract without *written* consent of the City of Medina and with the consent of the Medina City Schools. City of Medina nor Medina Schools shall assign this contract without the written consent of PM.

4. PM agrees to incur all costs prior to and after a secured agreement between parties. The City and Medina Schools will incur no cost of marketing, development, advertising, selling, managing and/or cost of working with vendors that will be needed to execute this concept.

II. Responsibilities of the City of Medina.

1. PM shall be the exclusive agent for procuring sponsors for the City and Medina Schools at Medina Recreation Center (REC). This includes field house, natatoriums, fitness rooms, track, community rooms, and locker rooms/restrooms. The City and Medina Schools are prohibited from engaging any other person or entity which is in anyway related to procuring sponsors or in any way related to nature and purpose of the rights or responsibilities of this Agreement within the Medina Recreation Center. This excludes any pre-existing agreements such as the "Community Matters" agreement.

2. Any sponsorship leads that come to or are received by the City or Medina Schools in regards to REC sponsorships must be immediately directed to PM to complete sales procurement.

3. The City provides its consent and approval of PM to contract with designers, marketing entities and partners in order to accomplish the goal of selling donations and sponsorships consistent with this Agreement.

4. The City will permit PM to have reasonable access to the REC during operating hours to accomplish the terms of this agreement and to place sponsorships. Upon the advance agreement of the parties, PM may obtain access to the REC outside normal hours of operation.

III. Payment.

1. Payment Schedule and shared net revenue is for each payment for extent of the contracted term. This is defined as the gross contracted amount per month, year or any other time period sold to any sponsor minus all cost of goods associated with fulfilling the agreement which includes the design, fabrication, installation and/or the like. The cost of goods will also include the initial cost of the signage and if in the event signage needs repaired/replaced or maintenance for quality for any reason the repair, replace, and maintenance cost. In the event a sponsor ceases payment for whatever reason both parties would incur the liability of any costs.

	PM Share	City Share
• 1-12 month agreement	50%	50%
• 13-24 month agreement	40%	60%
• 25-36 month agreement	30%	70%
• 37+ month agreement	20%	80%

IV. Term

1. The term of this agreement shall be three (3) years beginning on MAY 1ST, 2017 with a three (3) year mutual agreement extension. Either party can opt out at any time, for any cause or no cause, after a minimum of 180 days of the execution of this initial Agreement and with a 60 day written notice. Any completed sales up to 60th day will be shared per the payment schedule. This includes any sales made that include monthly/yearly payments beyond the 60th day.

V. Sponsor Content

1. The Recreation Advisory Committee (RAC), Medina City Schools, and the City of Medina shall reserve the right to accept or reject any sponsor, sponsorship, including any signage which, by its content, language, or graphics, violates any law, guideline or policy. Moreover, the content of any sponsorship advertising, promotional material, signage, or donor messages shall be subject to approval of the RAC, Medina City Schools, and the City of Medina. The RAC, Medina City Schools, and the City of Medina reserve the right to remove any objectionable advertising, signage, or promotional material.

VI. Partner Marketing, LLC Ownership

1. All sponsorship items, customer lists, signage, websites, domains, phone numbers, collateral, search engines listings, social media sites, process, procedures and related materials generated by PM and its subcontractors for the effort of selling sponsorship on behalf of either the City or Medina Schools is and shall remain the property of PM.

VII. Pricing

1. PM, with the approval of the City, has the ability to determine pricing per any donation level and term. PM has the ability to negotiate pricing and terms per any potential sponsor. This may include bartering with sponsors in the event this will benefit the City in not paying for any given service/product that is deemed of value by the City. The City would be involved with the bartering negotiation. In the event this occurs, the total bartered amount/value will be agreed upon by PM. The cash value and percentage, per the above schedule, will be credited and paid to PM.

VIII. The Parties Further Agree as Follows:

1. In the event of vandalism or destruction of any signage or other items that are included in the sponsor "package" the cost to repair/replace the signage would be shared equally by PM and the City.

2. City, Medina Schools and PM will agree on the space that signage and/or other marketing materials can be placed within the REC.

IX. Miscellaneous

1. The parties agree that the laws of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a court of competent jurisdiction within the State of Ohio.

2. The signatories hereto certify that they have full authority to execute and deliver this Agreement and that it is binding and enforceable in its terms upon the signatories hereto.

3. The foregoing contains all promises and representations by the parties and their agents, is the complete agreement between the parties, and neither party is relying on any other oral or written statement as an inducement to sign this Agreement.

Medina City Schools, Board of Education

By: _____ Date: _____

Title: _____

City of Medina, MCRC

By: _____ Date: _____

Title: _____

Partner Marketing, LLC

By: _____ Date: _____

Title: _____

Sponsor Agreement

This Agreement is entered into between _____
(hereinafter sometimes referred to as "Sponsor") and Partner Marketing, LLC on this _____
day of _____, 20____.

Recitals

Whereas, Partner Marketing, LLC is obtaining sponsors for placement at the Medina Recreation Center located at 855 Weymouth Road, Medina, Ohio 44256, as referenced in this Agreement.

Whereas, Sponsor desires to place itself and sponsor the Medina Recreation Center, as referenced in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Sponsor Commitment. Sponsor is committing to the following:

2. Sponsor Benefits. In exchange for sponsors commitment as referenced herein, Sponsor will receive the following benefits:

3. Term. The term of this Agreement shall be for _____

_____.

4. Sponsor acknowledges and agrees as follows:
 - a. The Sponsor agrees and acknowledges that its benefits are limited to those outlined herein and that Partner Marketing, LLC reserves the right to solicit sponsors and pledges from any other source in exchange for any other benefits or similar benefits.
 - b. The Sponsor agrees and acknowledges that all signs, printed items, and any other items will permit the Sponsor to include its business name, logo, colors, domain name, phone number, and/or e-mail, but no Sponsor may promote a particular item, special, sale, new product, or any similar particular item or issue.

- c. The Sponsor agrees and acknowledges that the Sponsor is prohibited from offering or placing any item and may not promote any item in any particular way which could be interpreted to be offensive to the public, and may not include or promote in any manner any adult entertainment item or theme, or promote or relate in any way to alcohol, drugs, tobacco, religion or political themes. Sponsor further agrees that it must adhere to any and all additional legal guidelines and requirements and any guidelines, rules, and regulations of the City of Medina and the Medina Local School District. Sponsor agrees that it is subject to the approval of the Recreation Advisory Committee (RAC), Medina City Schools, and the City of Medina with respect to the content of any advertising, promotional material, signage, or donor messages as it concerns anything that Sponsor presents at the Medina Recreation Center. The RAC, Medina City Schools, and the City of Medina, reserve the right to remove any advertising, signage, or promotional material.

5. Termination. Partner Marketing, LLC may terminate the Sponsor benefits during the term of this Agreement for cause. In the event of a termination, Sponsor shall not be entitled to the return of any commitment. For purposes of this provision cause shall include the following:

- a. Any breach or anticipated breach of the Agreement;
- b. Any act of Sponsor which appears negative or detrimental in any public domain;
- c. A charge or conviction of any crime of Sponsor or any owner, officer, or executive associated with a Sponsor;
- d. Any failure to comply with the law or government regulations by Sponsor or any owner, officer, or executive associated with a Sponsor.

6. Miscellaneous

- a. Assignment. Sponsor may not assign this Contract or the benefits in any manner.
- b. Governing Law. Any controversy relating to this Agreement or the transactions contemplated hereunder shall be governed by the laws of Ohio and any related action shall be commenced and maintained in a State or Federal Court in the State of Ohio.
- c. All materials developed, produced or used under this Agreement are and will remain the property of Partner Marketing, LLC.

SIGNED as of the day and year first written above.

Partner Marketing, LLC:

Sponsor:

Name: _____

By: _____

By: _____

Title of Representative

Title of Representative

REQUEST FOR COUNCIL ACTION

FROM: Mike Wright
DATE: April 3, 2017
SUBJECT: MCRC Monthly Payment Plan & Miscellaneous Fees

No. RCA 17-063-4/10
Committee: Finance

OK
4-3-17

SUMMARY AND BACKGROUND:

The MCRC is requesting approval to amend Ordinance 4-16 pertaining to miscellaneous processing fees for the MCRC. Currently the MCRC has a Payment Plan fee of \$20.00 for annual memberships to be paid in four equal installments. We have been approached by many patrons who want a monthly payment option for their annual memberships but our Class Membership software was not able to accommodate this payment system. The new Sportsman Membership Software that we are implementing in August 2017 does allow scheduled monthly payments. This is in no way a shorter membership option, but an attempt to make the cost of the annual membership more affordable for some of our members. There will be significant administrative costs involved with monthly payment plans due to declined cards and notifying members.

Monthly Membership Payment Plan Processing Fee \$5.00 / month

We would like to implement a \$5.00 processing fee to allow for monthly payments for all annual memberships. The annual membership is broken down into twelve installments plus the \$5.00 per month processing fee to be charged to the patron's credit or debit card. There will be no cash or check monthly payment options.

Membership Reinstatement Fee \$20.00

In the event of a declined or invalid membership payment, we would like to charge a \$20.00 reinstatement fee. When a card is declined, the membership will be immediately suspended and this additional fee must be paid along with the amount owed for that month to reinstate a membership within ten days of the declined payment.

Flexible Program Payment Plan Option \$20.00

We would like to charge a \$20.00 payment plan fee for the purchase of more expensive programs, like swim team and summer camp, with a flexible option to have the registration fee broken down into either two or three payments depending on the length of the program and time of enrollment.

Credit Card Not Present Fee \$5.00

We would like to be able to accept payment over the telephone for some specialized transactions, like rentals and gifts. These types of transactions result in higher payment processing charges and the need for newer credit card readers. Our previous payment processor did not allow telephone charges and this has lead to customer dissatisfaction.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

ORDINANCE NO. 4-16

**AN ORDINANCE AMENDING ORDINANCE NO. 18-02,
PASSED FEBRUARY 11, 2002, RELATIVE TO
MISCELLANEOUS PROCESSING FEES FOR THE MEDINA
COMMUNITY RECREATION CENTER.**

WHEREAS: Ordinance No. 18-02, passed February 11, 2002 established Miscellaneous Processing Fees for the Medina Community Recreation Center; and

WHEREAS: Ordinance No. 55-05, passed February 28, 2005, amended the Returned Check Fees for Insufficient Funds to **Dishonored Payment Fee** – refer to **Sec. 125.05 of Medina City Code**.

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

SEC. 1: That the Miscellaneous Processing Fees for the Medina Community Recreation Center shall be amended to read as follows:

Sanctioned Employee Permit Fee	\$ 25.00
Dishonored Payment Fee	Refer to Sec. 125.05 of City Code.
Administrative Fee for Refund Requests	\$ 5.00
Rascal Room Late Fee (assessed for every 1-15 minute period over scheduled pick-up time)	\$ 5.00
ID Card Replacement Fee	\$ 5.00
Membership Withdrawal Fee	\$ 20.00

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

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

PASSED: January 11, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 12, 2016

SIGNED: Dennis Hanwell
Mayor

OK for Hansen
4-3-17

REQUEST FOR COUNCIL ACTION

No. RCA 17-064-4/10

FROM: Mike Wright

Committee: Finance

DATE: April 3, 2017

SUBJECT: MCRC Aquatics Area Only Day Pass fee

SUMMARY AND BACKGROUND:

The MCRC is requesting approval to amend Ordinance 127-15 pertaining to daily pass fees for the MCRC. The current MCRC Aquatics Area Only day pass rate is \$3.00. We would like to increase this to \$4.00 to be comparable to the Outdoor Municipal Pool Camp /Group Rate for day cares and scout groups.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

ORDINANCE NO. 127-15

**AN ORDINANCE AMENDING ORD. 146-11, PASSED
OCTOBER 11, 2011, RELATIVE TO 2016 MEMBERSHIP
RATES FOR THE MEDINA COMMUNITY RECREATION
CENTER.**

WHEREAS: That the Membership Rates for the Medina Community Recreation Center currently read as follows:

ANNUAL MEMBERSHIP RATES						
Effective January 1, 2012	Resident/School District		Universal Member			
	New	Renewal	New	Renewal		
Youth/College	\$165.00	\$153.00	\$229.00	\$214.00		
Adult	\$238.00	\$218.00	\$330.00	\$305.00		
Senior	\$124.00	\$114.00	\$145.00	\$131.00		
2-Person	\$406.00	\$376.00	\$566.00	\$526.00		
Family	\$537.00	\$502.00	\$748.00	\$703.00		
MEMBERSHIP CATEGORIES AND DEFINITIONS						
“City/School District Residents” are defined as people who live within the Medina City limits OR within the Medina City School District OR who pay city property tax AND pay city income tax.						
“Universal Member” is defined as people who live outside the Medina City limits AND outside the Medina City School District.						
“Non-Members” are defined as people who do not purchase annual memberships.						
“Adult” is defined as any person 18 years of age or older.						
“Youth/Student” is defined as any person age 3-17 or any college student age 18-25 with a current college ID card. A discounted low income membership is available to youth who qualify (see Low Income Memberships)						
“Senior” is defined as any person 60 years of age and older.						
“2-Person” is defined as two adults (ages 18-59) who reside in the same household.						
“Family” is defined as a parent, legally married parents, or guardian and all children (17 & under) and/or current college student(s) age 18-25 residing in the same household. This fee is established for up to five family members, with each added member costing an additional \$35.						
“Corporate Member” – see Corporate/Business Membership Policy						
CORPORATE MEMBERSHIP RATES*						
Discount	Res. Rate	10% off	15% off	20% off	30% off	
No. of Employees	5 – 24	25 – 49	50 - 99	100 – 174	175+	
*Corporate rates are a percentage deducted off of the City/SD rate based on the number of applications submitted upon start or renewal. New corporate memberships start at a 20% discount for the first year then are based on the number of memberships purchased at the time of renewal.						
Daily Pass Rate:		\$7.00 per person				
Group Discount Rate:						
Group of 10 to 25		\$5.00 per person				
Group of more than 25		\$4.00 per person				
Aquatics Area Only Day Pass		\$3.00 per person				
Daily Pass Punch Cards:						

5 Visit Daily Pass Punch Card	\$25.00	
10 Visit Daily Pass Punch Card	\$50.00	
5 Visit Daily Pass Punch Card for individuals or organizations that serve special needs populations	\$15.00	
Military Day Pass	\$3.00 per person	
Qualified Veteran Day Pass	\$3.00 per person	
Special Event Day Pass	\$1.00-\$3.00 per person (depending on event)	
SUMMER SPECIAL MEMBERSHIP		
Summer Special Membership is a three month membership that starts between May 1 st and July 1 st and ends exactly three months from the start date. (Does not include access to outdoor Municipal Pool.)		
Effective January 1, 2012	Resident/School District	Universal Member
Youth/College	\$88	\$130
Adult	\$88	\$130
Senior	\$88	\$130
Family	\$234	\$338
A. Current members registered under the Facility Membership plan are eligible for the renewal rates if they renew before their expiration date.		
B. Members of any Medina City Board or Commission, as established in Part One, Title Seven of the Administrative Code of the City of Medina or created by ordinance of Council, may be permitted to purchase or renew their Medina Community Recreation Center membership at the City's corporate membership rate.		
C. Low Income Memberships are available to youth who qualify for the National School Lunch Program, and apply a 50% discount to a youth, youth plus one adult, or a full family membership that includes the qualifying youth. The adult must be a parent or guardian of the qualifying youth.		
D. Active Military qualifies for an annual membership discount of 15% off resident rates upon submission of verification paperwork. Active Military personnel on leave are eligible for two weeks free admission to the Recreation Center with dated verification of leave paperwork.		
Challenged Individual Reduced Rate		
Verified mentally or physically challenged individuals shall be reviewed on a case by case basis and will be charged the Senior Rate.		

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

SEC. 1: That the Membership Rates for the Medina Community Recreation Center are hereby amended as follows:

ANNUAL MEMBERSHIP RATES				
Effective January 1, 2016	Resident/School District		Universal Member	
	New	Renewal	New	Renewal
Youth/College	\$173.00	\$161.00	\$240.00	\$225.00
Adult	\$250.00	\$229.00	\$347.00	\$320.00
Senior	\$130.00	\$120.00	\$152.00	\$138.00
2-Person	\$426.00	\$395.00	\$594.00	\$552.00
Family	\$564.00	\$527.00	\$785.00	\$738.00
MEMBERSHIP CATEGORIES AND DEFINITIONS				

"City/School District Residents" are defined as people who live within the Medina City limits **OR** within the Medina City School District **OR** who pay city property tax **AND** pay city income tax.

"Universal Member" is defined as people who live outside the Medina City limits **AND** outside the Medina City School District.

"Non-Members" are defined as people who do not purchase annual memberships.

"Adult" is defined as any person 18 years of age or older.

"Youth/Student" is defined as any person age 3-17 or any college student age 18-25 with a current college ID card. A discounted low income membership is available to youth who qualify (see Low Income Memberships)

"Senior" is defined as any person 60 years of age and older.

"2-Person" is defined as two adults (ages 18-59) who reside in the same household.

"Family" is defined as a parent, legally married parents, or guardian and all children (17 & under) and/or current college student(s) age 18-25 residing in the same household. This fee is established for up to five family members, with each added member costing an additional \$35.

"Corporate Member" – see Corporate/Business Membership Policy

CORPORATE MEMBERSHIP RATES*

Discount	Res. Rate	10% off	15% off	20% off	30% off	
No. of Employees	5 – 24	25 – 49	50 - 99	100 – 174	175+	

*Corporate rates are a percentage deducted off of the City/SD rate based on the number of applications submitted upon start or renewal. New corporate memberships start at a 20% discount for the first year then are based on the number of memberships purchased at the time of renewal.

Daily Pass Rate:	\$7.00 per person
Group Discount Rate:	
Group of 10 to 25	\$5.00 per person
Group of more than 25	\$4.00 per person
Aquatics Area Only Day Pass	\$3.00 per person
Daily Pass Punch Cards:	
5 Visit Daily Pass Punch Card	\$25.00
10 Visit Daily Pass Punch Card	\$50.00
5 Visit Daily Pass Punch Card for individuals or organizations that serve special needs populations	\$15.00
Military Day Pass	\$3.00 per person
Qualified Veteran Day Pass	\$3.00 per person
Special Event Day Pass	\$1.00-\$3.00 per person (depending on event)

SUMMER SPECIAL MEMBERSHIP

Summer Special Membership is a three month membership that starts between May 1st and July 1st and ends exactly three months from the start date. (Does not include access to outdoor Municipal Pool.)

Effective January 1, 2016	Resident/School District	Universal Member
Youth/College	\$92	\$137
Adult	\$92	\$137
Senior	\$92	\$137
Family	\$246	\$355

A. Current members registered under the Facility Membership plan are eligible for the renewal rates if they renew before their expiration date.

B. Members of any Medina City Board or Commission, as established in Part One, Title Seven of the Administrative Code of the City of Medina or created by ordinance of Council, may be permitted to purchase or renew their Medina Community Recreation Center membership at the

City's corporate membership rate.

C. Low Income Memberships are available to youth who qualify for the National School Lunch Program, and apply a 50% discount to a youth, youth plus one adult, or a full family membership that includes the qualifying youth. The adult must be a parent or guardian of the qualifying youth.

D. Active Military qualifies for an annual membership discount of 15% off resident rates upon submission of verification paperwork. Active Military personnel on leave are eligible for two weeks free admission to the Recreation Center with dated verification of leave paperwork.

Challenged Individual Reduced Rate

Verified mentally or physically challenged individuals shall be reviewed on a case by case basis and will be charged the Senior Rate.

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: October 26, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 27, 2015

SIGNED: Dennis Hanwell
Mayor

OK per Hansen
4-3-17

REQUEST FOR COUNCIL ACTION

No. RCA 17-065-4/10
Committee: Finance

FROM: Mike Wright & Jansen Wehrley
DATE: April 3, 2017
SUBJECT: Municipal Pool Rental & Program Rates

SUMMARY AND BACKGROUND:

Rentals

The MCRC and Parks are requesting approval to rent out various areas within the fences of the Municipal Pool area. The proposed areas and rates are below:

Memorial Pool Rental Rates

1. Rental of Cabana during pool hours:

- * Rent fenced area including shade structure
- * Shared use of the pool with other patrons
- * Flat rate for one 3-hour block of time:

11:30a-2:30p

3:30p-6:30p

Flat rate for 3-hour Cabana Rental			
Weekday		Weekend	
Resident	Non-Resident	Resident	Non-Resident
\$25	\$35	\$35	\$45

2. Rental of Pool before or after regular hours:

- * Rent the pool and grounds
- * Exclusive use of the pool during the scheduled rental time
- * Hourly rate during the following hours:

8:30am-10:30am

7:30pm-9:30pm

- * Maximum 2-hour rental

- * Pool Rental Fee: is for the use of the pool
- * Lifeguard Fee: will vary depending on a variety of factors including number of people, ages, length of rental, number of lifeguards required by the state, etc.

Hourly rate for Before or After Hours Pool Rental			
Pool Rental Fee		Lifeguard Fee	
Resident	Non-Resident	Hourly Rate Based on # People	
\$75	\$75	40 People	4 Lifeguards
		50 People	5 Lifeguards
		60 People	6 Lifeguards
		Maximum of 200	7 Lifeguards

Programs

We are requesting that all Programming held at the Outdoor Municipal Pool falls under the same programs pricing policy as the rest of the MCRC's existing Program and Activity Fee Structure Proposal and be included with that ordinance, ORD. 218-08

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

OK Harvey
4-3-17

REQUEST FOR COUNCIL ACTION

No. RCA 17-069 - 4/10

FROM: Jansen Wehrley *SSW*

Committee: Public Properties

DATE: April 3, 2017

SUBJECT: Kiwanis Concession Stand Sponsorship (Discussion)

SUMMARY AND BACKGROUND:

The City of Medina Parks and Recreation Department has been in discussion with Medina Kiwanis, Medina Breakfast Kiwanis, Medina Evening Kiwanis, and All Ohio-eMedina in regards to a potential sponsorship for our concession stand at Memorial Park Pool.

The Medina Kiwanis groups have an interest in partnering with the city in order to utilize a grant opportunity through the Ohio District Kiwanis Foundation, Inc. They have applied for a \$5,000.00 sponsorship through the foundation and have tentatively committed to raising the remaining balance of \$5,200.00. Once the funds are raised, the Kiwanis would like to make a donation to the city of \$10,200.00 in exchange for a sign that recognizes Kiwanis monetary support and displays their mission statement.

See attached documents.

Estimated Cost: 0

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OHIO DISTRICT KIWANIS FOUNDATION, INC.

GRANT INFORMATION

History/Purpose

The Ohio District Kiwanis Foundation was established in 1982 as a charitable, not-for-profit corporation which accepts gifts from various sources to support the projects of the Ohio Kiwanis community.

The Foundation's mission is to raise, manage, and distribute funds to support programs of Ohio District Kiwanis family organizations for the improvement of the lives of individuals. Projects benefiting children will be given priority. A major focus is the prevention and treatment of pediatric trauma. The Foundation expends funds directly for such purposes or furnishes funds to other organizations organized for charitable, scientific research or educational purposes.

Grant Process

The Foundation looks for proposals that reflect careful planning and demonstrate a strong base of support. Service projects must support the ideals and objectives of Kiwanis International as well as the Ohio District Kiwanis Foundation mission. Grant applications are reviewed by the Grants Committee of the Board of the Ohio District Kiwanis Foundation. Approval for awards is made by the Board. Applicants will be notified of the decisions at the end of 60 days from the grant cycle deadline.

Requirements

In preparing the proposal, grant applicants **must include** the following information:

- The completed application form and project description with one original and six copies.
- The project description on attached sheets must state what the project will achieve, how you will accomplish the goals of the project, who and how many will benefit from the project, how long the project will last, what are the plans to continue the project after the grant period, and how you will provide feedback to us on the success of the project.
- Explain in detail how the sponsoring Kiwanis Club is involved with volunteer service and financial support for this project.
- Submit a letter from the President of the sponsoring Kiwanis Club confirming club involvement with volunteer service and/or financial support.
- Provide a budget for the overall project **income and expenses** showing how grant funds will be used for the project.
- Submit a copy of the Kiwanis Club's financial statement showing their commitment and ability or lack of ability to support the project.
- Agree to provide electronic color photographs of your project to allow the Foundation to publicize your project.

Eligibility

Grant applications must support the purpose and goals of the Ohio District Kiwanis Foundation. Grant requests for projects sponsored by and showing involvement of qualifying Kiwanis organizations located in Ohio will be preferred.

The Ohio District Kiwanis Foundation welcomes grant requests from Kiwanis Family Clubs and agencies or organizations supported by Kiwanis Clubs..

The Foundation does not give grants to individuals and will not provide funding for salaries. The Foundation operates without discrimination as to age, race, religion, sex or national origin in considering grant requests.

The Ohio District Kiwanis Foundation's primary goal is to provide-funding for projects that can demonstrate an impact on the needs of children and others in the community. Grant applicants must keep in mind that priority is given to projects that:

- Reach those persons who are not met by existing services.
- Request seed money for innovative programs in the Foundation's field of interest.
- Encourage matching gifts or additional funding from other donors, such as the general public or government.
- Yield substantial benefits for the resources invested.
- Support the Foundation's emphasis on Kiwanis Safe and Healthy Kids
- Show involvement of Kiwanis family clubs through volunteer service and financial commitment.
- Request funds under \$5,000.
- Request funds for projects to be implemented after the award of grant funding.

OHIO DISTRICT KIWANIS FOUNDATION, INC.

REQUIREMENTS FOR GRANT APPLICATION PROCESS

(Please type or print in black ink)

ALL INFORMATION REQUESTED MUST BE INCLUDED

Applications must be postmarked no later than...

*October 31st for December Funding

* March 31st for May Funding

* June 30th for August Funding

To be considered for grant funding, the application **MUST INCLUDE** the Grant Application Form and **ALL** of the following information:

- ☐ LETTER FROM THE PRESIDENT OF THE SPONSORING KIWANIS ORGANIZATION CONFIRMING THE CLUB'S SUPPORT AND INVOLVEMENT WITH VOLUNTEER SERVICE AND/OR FINANCIAL SUPPORT.
- ☐ PROJECT DESCRIPTION MUST EXPLAIN PROJECT CLEARLY ON ATTACHED SHEET(S)
 - ☐ WHAT WILL PROJECT ACHIEVE?
 - ☐ HOW WILL YOU ACCOMPLISH THIS?
 - ☐ WHO AND HOW MANY WILL BENEFIT?
 - ☐ HOW LONG WILL THE PROJECT LAST?
 - ☐ WHAT ARE THE PLANS TO CONTINUE AFTER THE GRANT PERIOD?
 - ☐ HOW WILL YOU PROVIDE FEEDBACK ON THE SUCCESS OF THE PROJECT?
 - ☐ IMPACT ON THE PROJECT IF THE FUNDS GRANTED ARE LESS THAN THE REQUESTED AMOUNT.
- ☐ PROVIDE STATEMENT OF OVERALL PROJECT BUDGET INCLUDING INCOME AND EXPENSES INDICATING HOW GRANT FUNDS WILL BE USED ON THE PROJECT.
- ☐ SUBMIT COPY OF MOST RECENT FINANCIAL STATEMENT OF THE KIWANIS CLUB SHOWING THEIR COMMITMENT AND ABILITY OR LACK OF ABILITY TO SUPPORT THE PROJECT.
- ☐ PROVIDE ORIGINAL APPLICATION AND SIX COPIES OF ALL MATERIALS
- ☐ SUBMIT BY DEADLINE TO:

Ohio District Kiwanis Foundation

PO Box 668

Circleville, OH 33113



March 29, 2017

Dear fellow Kiwanians,

In true Kiwanis' community engagement, we have partnered together with the City of Medina to provide this exciting project. The Kids of Medina City need Kiwanians to support the Medina City Pool Project. The Kiwanis Club of Medina wants to provide a long lasting impact for as well as an association with the families attending the Medina City Pool.

We support the full renovation project and want to have the naming rights of the concession stand at the start of the season. Our clubs do not have the funds to meet the approaching deadline of the grand opening for the season. This grant will secure the legacy of the Kiwanis name on the concession stand. The four Medina Kiwanis clubs will be committed to fund the remaining balance of this project.

Thank you for your consideration.

#Kidsneedkiwanis

Respectfully Submitted by:

Medina Kiwanis, Medina Breakfast Kiwanis, Medina Evening Kiwanis and All Ohio-eMedina

OHIO DISTRICT KIWANIS FOUNDATION, INC.

GRANT APPLICATION FORM

DATE 3/29/17

SPONSORING OHIO DISTRICT KIWANIS ORGANIZATION All four Medina Clubs(Breakfast, Evening, Noon and all Ohio e club)

SIGNATURE OF KIWANIS ORGANIZATION PRESIDENT Paula Majoros, Cornell Carter, Stew Root,

DESCRIBE ANTICIPATED INVOLVEMENT OF KIWANIS FAMILY CLUB (Volunteers and Funding for this project)

~~This will provide the Kiwanis name on a site that the children and families of Medina City will see while enjoying they summer. The four clubs are committed to raising the remaining amount need to Sponsor the building of the concession stand. This grant will secures the naming rights when the on the First day of operations~~

NAME OF ORGANIZATION RECEIVING GRANT Medina City Parks

PURPOSE OF ORGANIZATION Parks and recreations

NAME OF CONTACT PERSON: Jansen Wehrley
(Print)

(Signature)
TITLE: Medina City Parks Director

ADDRESS 785 E. Washington Street, Medina, Ohio, 44256

TELEPHONE: (H/W): (330)721-6950 (Cell):

EMAIL: Jansen Wehrley <jwehrley@medinaoh.org> FAX:

TOTAL AMOUNT REQUESTED: \$5,000

WHO SHOULD CHECK BE PAYABLE TO

TOTAL PROJECT COSTS: \$10,200

ANTICIPATED UTILIZATION DATE: June 2017

Have you submitted a request(s) to any other funding sources for this same project? Yes No ☒

If so, when and to whom

PROJECT DESCRIPTION/PURPOSE SUMMARY Attach pages describing the project including:

- what is the purpose of the project
- how you will accomplish the goals of the project
- who and how many will benefit from the project
- how long will it take to complete the project and how long will the benefits last
- what are the plans to continue the project after the grant period
- how you will provide feedback to us on the success of the project
- if your grant request is approved for a lesser amount than requested, how will your project be impacted

PROJECT DESCRIPTION - MUST EXPLAIN PROJECT CLEARLY ON ATTACHED SHEET(S)

The City of Medina Parks Department is requesting funding for the construction of an entry vestibule and concession area for their newly renovated public outdoor pool located within a public park.

Memorial Park is located at 421 E. Homestead Street in the City of Medina, Ohio. Memorial Park is approximately 10.75 acres and is located in the heart of Medina. This park boasts numerous amenities including a dog park, swimming pool, disc golf course, many open grassy areas, a pavilion and a Kiwanis sponsored playground called JUMP playground, which stands for Jazzing Up Memorial Park. Kiwanis has had an important presence in this particular park for many years and continues their support by utilizing "K-Kids" to plant flowers and care for the park.

Memorial Park has been home to the Medina Municipal Swimming pool since the late 1950's. Unfortunately, the pool was closed after the 2012 season due to aging and deteriorated pool walls and safety concerns. The Medina community came together in support of renovating the pool, with many residents speaking out at public meetings in favor of this investment in our community's children. There are no other public outdoor pools in Medina. In 2016, the City of Medina decided to renovate the municipal pool. The pool is currently under construction and has a tentative completion date of Memorial Day 2017. The city has invested approximately \$830,000 towards this renovation. In addition, private citizens have donated funds for sunshades, play features, countertops, etc. The renovation includes a complete rebuild of the entire pool, adding a zero depth entry bay, new double flume water slide, new mushroom water feature, new piping, new decking, and renovation of the bathhouse that was originally built in the late 1950's. During construction, it was discovered that some of the cinder block walls in the existing concession/ entry area were deteriorated beyond repair. Those walls had to be demolished, leaving no interior place to serve as an entry point and concession area. We are seeking a sponsor to cover the unexpected construction of a concession stand that will function as the entry point to the pool, a first aid station, and a refreshment area. The concession/entry area is 37'x12'. Of that, 12'x18' will be finished interior space. The remaining portion will function as an exterior entry vestibule so that park patrons may access the concession and first aid area without entering the gated pool area.

☐ WHAT WILL PROJECT ACHIEVE?

This project is the culmination of many residents who lent their voices to rally for a place where our community's families can come to engage in a safe, healthy place of play. This smaller concession project will help put the finishing touches on the larger pool renovation project that has been a focal point in our city for several years and will greatly benefit the residents in the City of Medina. The residents spoke up and said they wanted to invest in our children. The community stood behind the work that Kiwanis has previously sponsored in Memorial Park... over 40 years ago, and feels that this pool continues to be an asset to our community. Many residents that have grown up in Medina have a strong nostalgia for the swimming pool and JUMP playground and want to ensure that their children have the same opportunities. Sponsorship and partnership with the City of Medina on this project will enable the Kiwanis groups to be able to put their name on another amenity that will benefit the youth of our community for years to come.

☐ HOW WILL YOU ACCOMPLISH THIS?

The City of Medina will hire a contractor to construct the addition and add onto our existing building. The contractor plans to match the roof pitch, siding, fascia, soffit, and gutter lines. It's our intent to have the addition appear to be part of the original building. The addition will feature floor drains, plumbing for a sink, countertops, various necessary electrical components, concrete flooring, finished drywall, shelving, and storage. We will recognize Kiwanis' monetary support by furnishing a colorful sign designating their support and displaying their mission statement, "Serving the Children of the World." This prominently placed sign will be approved by Kiwanis and mounted so it is the first thing patrons see when they approach the concession area and pool entry.

☐ WHO AND HOW MANY WILL BENEFIT?

The Municipal Pool is a destination spot for many community organizations and businesses as well as individual families and youth. The pool attracts many day camps, scout groups, church groups, along with school field trips and functions. Municipal pool is ADA compliant and a hub of activity for area MOM groups. The daily attendance is expected to be over 300 people per day, and approximately 20% of those patrons will come from low to middle income categories. There are substantial discounts for children who qualify for the National School Lunch Program so children from all socio-economic backgrounds will be able to enjoy the benefits of fun in the sun, or under one of our shade structures if they choose! The City of Medina has a population of 26,570 with approximately 7,519 people under the age of eighteen. Demographic studies of the seasonal pool pass holders in the pool's last season of 2012 showed that 36% of patrons came from outside the City of Medina limits, so that brings the population of the pools' serviceable area up to 61,736 people within the local school district with approximately 17,080 people under the age of eighteen. Overall, 38% of our households are families with children who would be able to enjoy the pool. We also offer reduced rates for seniors and it is a regular occurrence for grandparents to bring their grandchildren to the pool for some quality fun and exercise.

☐ HOW LONG WILL THE PROJECT LAST?

The pool renovation project is well underway and we have an anticipated opening of May 26, 2017. The concession stand project is expected to commence April 1, 2017. We anticipate construction and coordination of several contractors to take approximately 3-4 weeks. Expected completion for the concession stand addition is May 1, 2017.

☐ WHAT ARE THE PLANS TO CONTINUE AFTER THE GRANT PERIOD?

The concession stand and the pool will be maintained by Parks and Recreation Department staff daily during the season, which is Memorial Day through Labor Day. The concession stand will be winterized after Labor Day every year. Any maintenance on the building will be performed as needed by Parks Maintenance staff. The lifespan of the concession portion of the building is expected to be at least fifty years. It's our hope to continue our community engagement and partnership with Kiwanians for many years to come.

☐ HOW WILL YOU PROVIDE FEEDBACK ON THE SUCCESS OF THE PROJECT?

We can provide feedback to Kiwanis by informing them of construction progress, invite local chapters to the grand reopening, and guarantee their sponsorship sign is placed in a great location that will be seen by every individual that enters our pool. We will be posting updates throughout the season about pool attendance and events on our city website as well as our Medina Municipal Pool Facebook page. We will most definitely include Kiwanis's contributions on those public forums.

☐ IMPACT ON THE PROJECT IF THE FUNDS GRANTED ARE LESS THAN THE REQUESTED AMOUNT.

Any funds contributed to the project will be appreciated, as this was an unanticipated expense and outside of the scope of the previously approved renovation funds. We have a tight deadline to meet for our grand re-opening and will have to proceed with construction as soon as possible. The recognition, placement, and size of the sign might differ but the project will still move forward.