

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 20-001-1/13 – Probation Officer Status Change – CCA Grant – Muni Court
- 20-002-1/13 – Expenditure Over \$15,000 – Sipka Architects – Building Dept.
- 20-003-1/13 – Expenditure Over \$15,000 – Duber Architectural – Building Dept.
- 20-004-1/13 – 2020 Tax Advance Request
- 20-005-1/13 – Adopt Sexual Offenders Policy – MCRC
- 20-006-1/13 – Expenditure Over \$15,000 – Pro-Tech Security – Police Dept.
- 20-007-1/13 – Contract – GAAP Conversion CAFR Report – Rea & Associates
- 20-008-1/13 – PY18 CHIP Rehab -1843 Berkshire Dr., Brunswick
- 20-009-1/13 – PLC Upgrades for Water Pump Stations and Towers
- 20-010-1/13 – Amend S&B Code – Reclassify Acct. Clerk II to Accounts Payable Clerk
- 20-011-1/13 – 2020 Material Bids – Service Director
- 20-012-1/13 – Grant Application for Project #1063 – Airport: Remark Airfield
- 20-013-1/13 – Task Order #3 – Delta Airport Consultants for Project #1063 – Airport
- 20-014-1/13 – Expenditure – Lake County Sewer Co. – Street Dept.
- 20-015-1/13 – Expenditure – Signal Service Co. – Street Dept.

1/13/20

**Kathy Patton**

1-13-20

*Motion to approve*

**From:** Mike Wright  
**Sent:** Thursday, December 19, 2019 9:56 AM  
**To:** Kathy Patton  
**Subject:** banner  
**Attachments:** Jamie Power Banner 316 Draft 1.jpg  
  
**Contacts:** Kathy Patton

Good morning Kathy!

The RAC recommended this banner to the Schools and Council for approval this morning. This will be in place of the existing track bulkhead banner #1 "Pfister Orthodontics".

January's first Finance meeting please!

Thank you,

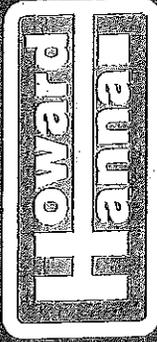
Mike



**JAMIE POWERS**  
**330.805.5197**



**JAMIE POWERS TEAM**



Equal Housing Opportunity

**JAMIEPOWERSTEAM.COM**

**RANKED IN THE TOP 1% OF REALTORS NATIONWIDE**

**REQUEST FOR COUNCIL ACTION**

No. RCA 19-216-11/25  
Committee: Water & Utilities

**FROM:** Keith H. Dirham  
**DATE:** Friday, November 08, 2019  
**SUBJECT:** 2020 and 2021 Water Rates

**SUMMARY AND BACKGROUND:**

I respectfully request that Council amend section 917.04 (a) of the Codified Ordinances to authorize rate increases to match the increases that will be imposed upon the City of Medina by Avon Lake Regional Water effective July 1, 2020 and July 1, 2021.

Secondly, if Council wishes to revisit my previous request that future ALRW rate increases be automatically passed on as recommended by Utility Rate Review in 2018 then I would ask for reconsideration of that.

Supporting documentation is attached.

*Utility Rate Review Mtg scheduled for Dec 12 @ 5:30 - Mayor's office*

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

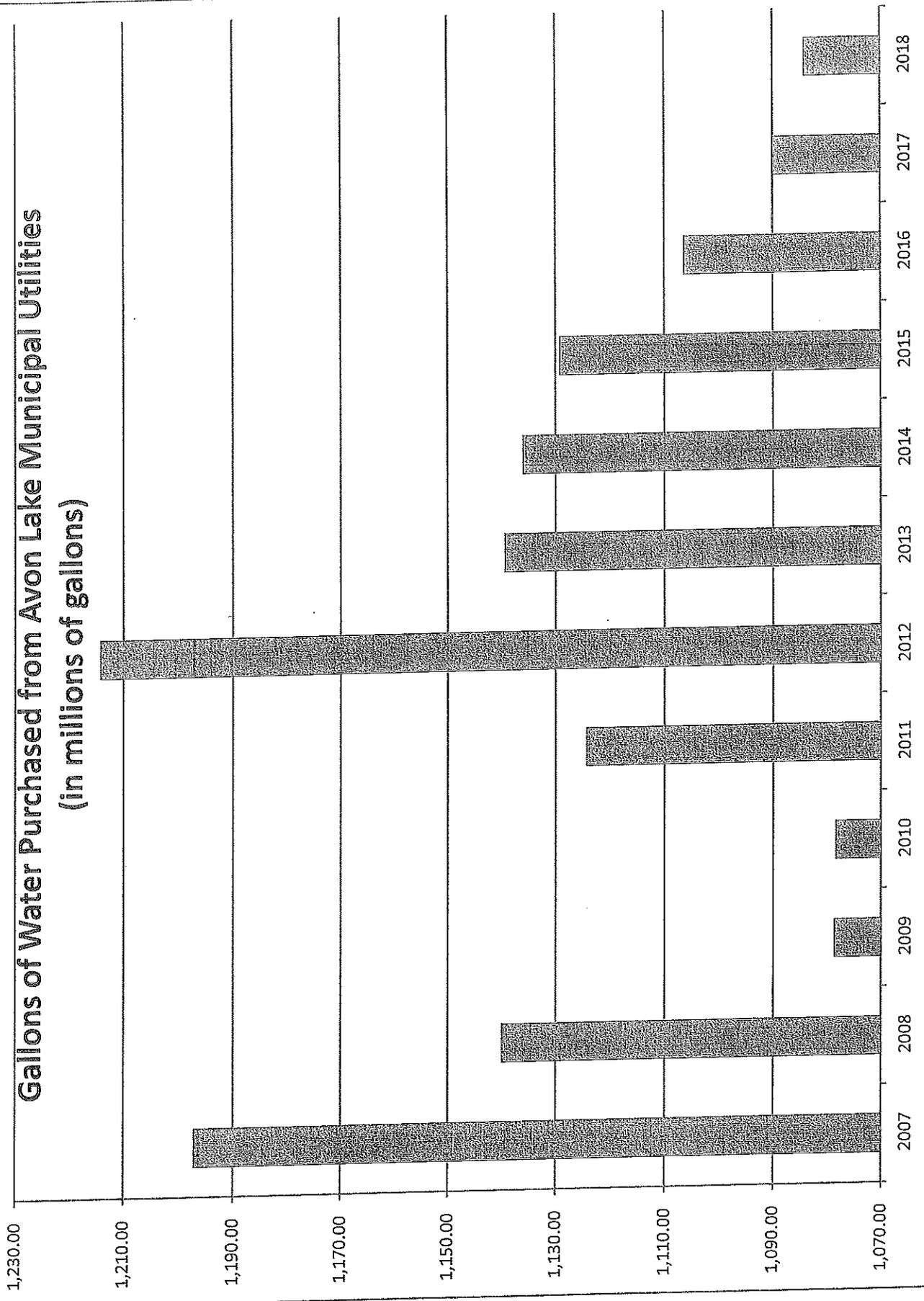
**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

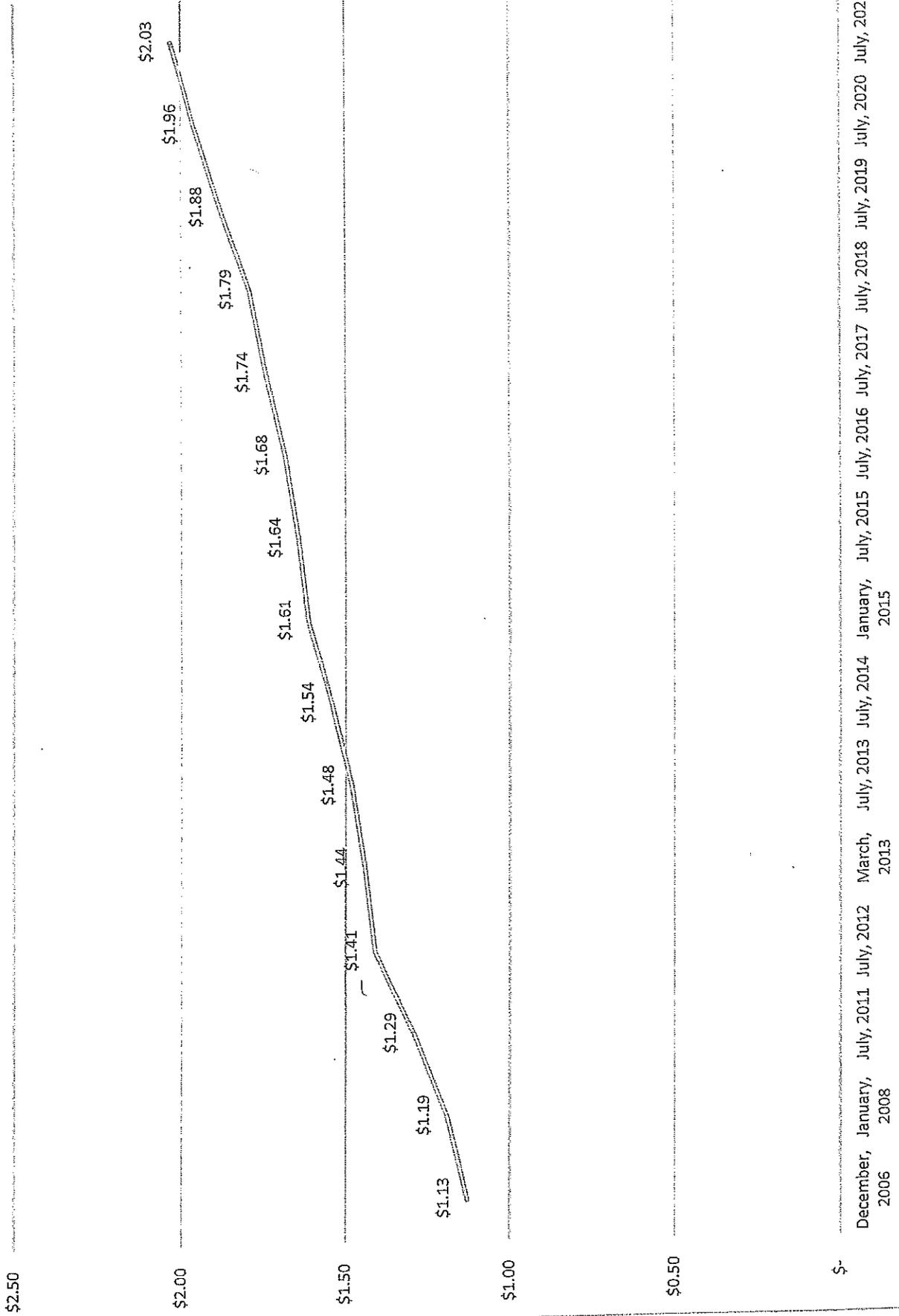
**Council Action Taken:**

**Ord./Res.  
Date:**

**Gallons of Water Purchased from Avon Lake Municipal Utilities  
(in millions of gallons)**



# Rate paid by the City of Medina per 1,000 Gallons



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December, 2006    January, 2008    July, 2011    July, 2012    March, 2013    July, 2013    July, 2014    January, 2015    July, 2015    July, 2016    July, 2017    July, 2018    July, 2019    July, 2020    July, 2021

	\$	%	cumulative
December, 2006	\$ 1.13		
January, 2008	\$ 1.19	5.31%	5.31%
July, 2011	\$ 1.29	8.40%	14.16%
July, 2012	\$ 1.41	9.30%	24.78%
March, 2013	\$ 1.44	2.13%	27.43%
July, 2013	\$ 1.48	2.78%	30.97%
July, 2014	\$ 1.54	4.05%	36.28%
January, 2015	\$ 1.61	4.55%	42.48%
July, 2015	\$ 1.64	1.86%	45.13%
July, 2016	\$ 1.68	2.44%	48.67%
July, 2017	\$ 1.74	3.57%	53.98%
July, 2018	\$ 1.79	2.87%	58.41%
July, 2019	\$ 1.88	5.03%	66.37%
July, 2020	\$ 1.96	4.26%	73.45%
July, 2021	\$ 2.03	3.57%	79.65%

	Bills Rendered <u>7/1/2019</u>	Bills Rendered <u>7/1/2020</u>	Bills Rendered <u>7/1/2021</u>
Customers whose meters are read monthly:			
1st 100 cu. ft. or less	14.80	15.43	15.98
next 3,400 cu. ft (per 100 cu. ft.)	3.13	3.26	3.38
over 3,500 cu. ft (per 100 cu. ft.)	2.58	2.69	2.79
Old	1.79	1.88	1.96
New	1.88	1.96	2.03
Incr	0.09	0.08	0.07
Percentage	5.0279%	4.2553%	3.5714%

**ORDINANCE NO. 13-19**

**AN ORDINANCE AMENDING SECTION 917.04 OF THE  
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO  
RELATIVE TO THE WATER RATES.**

**WHEREAS:** That Section 917.04 (a) of the codified ordinances of the City of Medina, Ohio presently reads as follows:

**917.04 RATES.**

The rates and rents for water furnished and supplied by the Utilities Department, Water Division of the City shall be as follows:

		Bills Rendered 1/1/2018 (3%)	Bills Rendered 7/1/2018 (3%)
(a)	Customers whose meters are read monthly:		
	1 <sup>st</sup> 100 cu. ft. or less	13.68	14.09
	next 3,400 cu. ft. (per 100 cu. ft.)	2.89	2.98
	over 3,500 cu. ft. (per 100 cu. ft.)	2.39	2.46

(Ord. 55-18. Passed 3-26-18.)

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

**SEC. 1:** That Section 917.04 (a) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

**917.04 RATES.**

The rates and rents for water furnished and supplied by the Utilities Department, Water Division of the City shall be as follows:

	Bills Rendered 7/1/2018	Bills Rendered 7/1/2019 (5.0279%)	Bills Rendered 7/1/2020 (2.6596%)	Bills Rendered 7/1/2021 (3.6269%)
(a) Customers whose meters are read monthly:				
1 <sup>st</sup> 100 cu. ft. or less	\$14.09	14.80	15.19	15.74
next 3,400 cu. ft. (per 100 cu. ft.)	\$2.98	3.13	3.21	3.33
over 3,500 cu. ft. (per 100 cu. ft.)	\$2.46	2.58	2.65	2.75

**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:** January 28, 2019      **SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Patrick Patton      **APPROVED:** January 29, 2019  
Acting Clerk of Council

**SIGNED:** Dennis Hanwell  
Mayor

Utility Rate Review Commission Meeting  
December 12, 2019 - 5:30 p.m.  
Medina City Hall - Mayor's Office

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1. Call to order
2. Introduction of commission members, council and administration attendees
3. Attendance: Commission Members – Jim Monhollen, Rick Kirby and Dave Mueller. Also Keith Dirham, Mayor Dennis Hanwell, Patrick Patton and Council members Jim Shields and Dennie Simpson.
4. The Utility Rate Review Commission moved that the City accept the supplemental rate increase from Avon Lake Regional Water (ALRW) for 2020 and 2021.
  - a. Motion: Dave Mueller
  - b. Second: Jim Monhollen
  - c. Vote: 3-0

Discussion: The City currently contracts for water through ALRW and will have water provided by them through 2053. Since they are the City's only water provider, we really have no choice but to accept their rates. At our last meeting in February 2018, we approved a 3% rate increase. ALRW is required to give us six months notice of any further increases. At November 2019 annual meeting, ALRW announced a supplemental rate increase for both 2020 and 2021. Additional EPA regulations have added to the cost for water. The increase would be effective July 1, 2020. The 2020 increase would be 4.26% and increase for 2021 would be 3.57%. (see attached chart). A motion was made by Dave Mueller to approve the proposed supplemental rate increases and seconded by Jim Monhollen. As a point of information, Keith Dirham mentioned that water usage in the City has decreased over the years, probably due to older residents with smaller households.

Pat Patton also added that when we repave a street, the water line infrastructure is also replaced. It costs about \$1 million/mile to replace water lines. We have been able to use Street Maintenance and Repair Special Fund (Fund 108) to do this work. A portion of the income tax goes into this fund and generates around \$2.5 million/year.

5. There was also discussion about the Central Processing Facility (CPF). We bring about 26,000 tons of trash to CPF per year. It is not being recycled and goes to landfill. Current tipping fee is \$44.50/ton. The fee will be increased to \$50/ton on January 1, 2020. This is about a 12.36% increase. If we were permitted to take the trash directly to landfill, it would cost around \$20/ton. Keith Dirham stated that this increase will cost about \$150,000/year. We have currently have enough in reserves to absorb the increase. Mayor Hanwell said it wouldn't be necessary to raise residential rates at this time. If an increase becomes necessary, the Commission would meet again to discuss further before any recommendation to Council.

In 2018, we had a surplus of around \$559,000 but we didn't buy any new trucks that year. We will need one soon at a cost of about \$250,000.

There was also some discussion of curbside recycling. If we started curbside recycling, we would need to buy new sanitation trucks – a minimum of four would cost about \$1 million. We would also need to provide new trash cans to 8,000 households, at a cost of about \$800,000. This would be a very costly measure.

Meeting was adjourned at 6:20 p.m.

	Bills Rendered <u>7/1/2019</u>	Bills Rendered <u>7/1/2020</u>	Bills Rendered <u>7/1/2021</u>
Customers whose meters are read monthly:			
1st 100 cu. ft. or less	14.80	15.43	15.98
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over 3,500 cu. ft (per 100 cu. ft.)	2.58	2.69	2.79
Old	1.79	1.88	1.96
New	1.88	1.96	2.03
Incr	0.09	0.08	0.07
Percentage	5.0279%	4.2553%	3.5714%

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-001-1/13

FROM: Medina Municipal Court  
DATE:  
SUBJECT: Full-Time Probation Officer - Grant

Committee: Finance

**SUMMARY AND BACKGROUND**

Medina Municipal Court respectfully requests that Council approve the following status change for Probation Officer Amy Darr from part-time to full-time.

Currently Probation Officer Amy Darr is part-time and paid through CCA Grant up to 28.5 hours per week.

Amy has applied for the JRIG grant revision and the application has been approved by the ODRC (Ohio Department of Rehabilitation and Correction)

She is now the Program Director for the CCA grant and the JRIG grant, along with supervising a caseload. The JRIG grant will cover the remaining 11.5 hours per week of her salary and benefits to allow her to work full-time and be able to fulfill all of her duties.

Fund Account Number – 109-0755

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:

Cindy,

Attached is the JRIG grant agreement and the revised budget (approved 12/13/19). This is the revision to include additional hours and fringe benefits to allow me to be a full time employee.

Please note:

The state has informed me that I will need to do another revision to delete "Other" category under "fringe benefits." I will need to delete the money for vacation, sick, and holidays. We cannot have any extra money at the end of the grant cycle, or we have to return it to the state. Therefore, we cannot "bank" money to cover this leave time. If I were to leave my job, we would do a simple revision to the budget to cover any unused leave time I would be owed. (Angela Kiss is paid by the CCA grant, and no extra money is budgeted for vacation, sick, and holidays.)

Also, I made an error in my original revision and wrote it for a total budget of \$143, 445. The actual budget is \$143,448. I will fix this in my revision.

I believe the next step is a Request for Council Action? Please let me know what I need to do.

Thanks for all of your help in this!

Amy

Amy Darr

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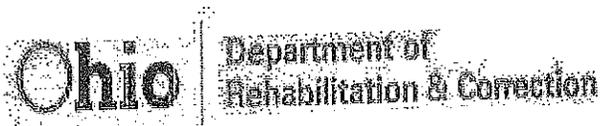
**From:** Clayton.Foor@odrc.state.oh.us  
**Sent:** Tuesday, October 22, 2019 10:22 AM  
**To:** Amy Darr  
**Subject:** Re: Grant Reallocation

Good Morning Amy,

You can utilize JRIG funds to pay for your salary and fringe benefits. A JRIG revision request and reallocation of funds must be approved prior to the utilization of these funds.

Thanks,

**Clayton W. Foor**  
Parole Program Grant Specialist  
Bureau of Community Sanctions  
419-351-0195 - Office; 419-636-8532 - Fax



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**From:** Amy Darr <adarr@medinamunicipalcourt.org>  
**Sent:** Tuesday, October 22, 2019 10:12 AM  
**To:** Foor, Clayton <Clayton.Foor@odrc.state.oh.us>  
**Subject:** Grant Reallocation

Good Morning,

I'm following up on our previous correspondence regarding reallocating JRIG funds to cover my salary and fringe benefits to make me a full time employee. My new Chief Probation Officer just wants clarification that I would be able to use money for salary AND fringe benefits. (We do have enough money in our JRIG grant to cover these expenses) If you can confirm this, I can begin working on reallocating funds in our JRIG grant. Thanks for your help!

Amy Darr  
ISP Program Director/Probation Officer  
Medina Municipal Court  
135 N. Elmwood St.  
Medina, OH 44256  
330-723-7313  
adarr@medinamunicipalcourt.org

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Please note that an e-mail message, or a portion thereof, may be releasable as a public record in accordance with Chapter 149 of the Ohio Revised Code.



Justice Reinvestment Incentive Grant 2020/21

Organization: Medina Municipal Court Adult Probation Department

JRIG-2020/21-MedMuniAPD-00137

Salaries: 1

See above. Ms Darr will be paid 11.5 hours/ week of salary from the JRIG grant, to supplement the 28.5 hours/week paid from the CCA grant.

Fringe Benefits

Total Wages - autopopulated total salary amount from the Salary page(s) Total Wages  
 - This data is provided as information only and does NOT affect any calculations on the Fringe Benefits page. \$23,850.3100

			Rate	Wages	Total FY Expenditures
PERS/Other Retirement			0.14	\$33,926.00	\$4,749.64
Workers Comp			0.03	\$33,926.00	\$1,017.78
Unemployment					\$0
Medicare			0.0145	\$33,926.00	\$491.93
Health Insurance	Category	Number of Employees	Rate	Number of Months	
	family coverage	1	1773	12.00	\$21,276.00
	health insurance 1/1/19-6/30/20				
	family coverage	1	1985	6.00	\$11,910.00
	health insurance 7/1/20-6/30/21				
		0			\$0
		0			\$0
		0			\$0
					\$33,186.00
Health Insurance Total					
Vision/Dental	Category	Number of Employees	Rate	Number of Months	
		0			\$0
		0			\$0
		0			\$0
		0			\$0
		0			\$0
Vision/Dental Total					\$0

Life

Fringe Benefits

	\$94.50
	\$0
	\$0
Other	
Category	
vacation (2 weeks/year starting 1/1/21)	\$2,089.00
sick (3 weeks/year)	\$4,666.00
holiday (12 days/year)	\$3,325.00
	\$49,620

This value is automatically rounding to the nearest dollar Total Fringe Benefits

Justifications

Other categories of "vacation", "sick", and "holiday" are included as salary, per City of Medina, Ohio payroll. The project director recognizes that this is not proper accounting for grant funds, and this error will be fixed in a future revision.

In fringe benefit calculations, salary of \$33,186 was entered. This is the salary including vacation, sick, and holiday, as noted above. The City Of Medina used this salary when calculating PERS, Medicare, and Workers Compensation. This error will be corrected in the future revision.

Was the County a Grantee for the Probation Improvement and Incentive Grant in FY18/19?

(If Yes, the below question is required. If No, do not answer the below)

Was any new information added to this page that was not included in the FY 18 application or was there information removed from this page that was included in the FY18 application?

Yes       No

If yes, please summarize below any information that was added or removed from this page.

Fringe benefits and "other" (above) to fund Project Director Amy Darr to be a full time employee, when combined with salary and fringe benefits paid by the CCA grant.

Program Expenses

	Unit Cost	Quantity	Total FY Expenditures
Drug Tests			
10 panel drug screens-American Court Services	\$20.00	738	\$14,760.00
SAM fee -American Court Services	\$8.50	317	\$2,694.50
Alcohol Testing			
	\$0	0	\$0
	\$0	0	\$0
Confirmation Testing American Court Services	\$20.00	12	\$240.00
Testing supplies (gloves, cups, etc.)			\$0
Waste Disposal			\$0
Total Drug Testing			\$17,694.50
Electronic Monitoring Standard EMHA-Ohio Alcohol Monitoring Systems	\$10.00	2600	\$26,000.00
EMHA with SCRAM	\$20.00	1010	\$20,200.00
Residential Beds	\$0	0	\$0
Assessments	\$0	0	\$0
GED classes/testing	\$0	0	\$0
Counseling			

Program Expenses

	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0

Educational Supplies  
 self study courses- \$80.00 76 \$6,080.00  
 OCEPI

Bus/transportation Passes for offenders \$0 0 \$0

Other \$0 \$0

\$0  
 \$0  
 \$0

Total Non Drug Testing Program Expenses \$52,280.00  
 Total Program Expenses \$69,975

Justifications:

8/1/19: We recognize the amount we are being charged for drug screens is significantly higher than the state average. We will investigate if we are under contract with American Court Services and attempt to get a lower rate on drug screens.

11/25/19: Budget was revised per revision request. We have removed funding from CBT Group and Individual counseling, per revision request.

Budget Summary

Total Program Budget: \$143,448.00

This value is auto-filled by the Pre-Application which is completed by BCS.

Total Personnel \$73,470

General Operating Expenses \$0

Program Expenses \$69,975

Equipment \$0

Total Budget \$143,445

Justification:

Was the County a Grantee for the Probation Improvement and Incentive Grant in FY18/ 19?

If Yes, the below question is required. If No, do not answer the below)

Was any new information added to this page that was not included in the FY 18 application or was there information removed from this page that was included in the FY18 application?

Yes  No

If yes, please summarize below any information that was added or removed from this page.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR  
JUSTICE REINVESTMENT AND INCENTIVE FUNDING*

THIS SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Medina County (hereinafter referred to as "Grantee"), located at 135 North Elmwood Ave., Medina, OH 44256. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has made an application to the Grantor for monies made available for through Justice Reinvestment and Incentive Grant Application (hereinafter referred to as "IRIG Application"), for the use of these funds;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

WHEREAS, the purpose of this grant is to provide funds to common pleas, municipal, and county court probation departments and community-based correctional facilities to adopt policies and practices based on the latest research on how to reduce the number of offenders on probation supervision who violate the conditions of their supervision.

NOW THEREFORE, in considerations of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of \$143,448.00 (hereinafter referred to as "Grant Funds"), to be paid in eight installments for the period beginning with the effective date of this agreement and ending June 30, 2021 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise as provided herein. Total Grant Funds expenditure for the grant period (July 1, 2019 to June 30, 2021) will not in any case exceed \$143,448.00. The installments shall be paid in the following manner:

(a) FY20 - Four payments of \$17,931.00 totaling \$71,724.00.

(b) FY21 - Four payments of \$17,931.00 totaling \$71,724.00.

Payments of Grant Funds will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of the Grantor's fiscal year. This process will continue until the total Grant Funds are expended not to extend beyond June 30, 2021.

The fiscal agent designated to act on behalf of the Grantee is \_\_\_\_\_ The program's tax identification number is 34-6001851.

2. **Term:** This Agreement is effective as of the date indicated on the "Justice Reinvestment and Incentive Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
3. **Performance Reports:** The performance period begins on July 1, 2019 and ends on April 30, 2021. Grantee will be responsible for providing performance reports detailing their progress toward achieving the established performance measures/outcome goals. The performance report time frames and due dates are as follows:

1. Period One - July 1, 2019 to Sept 30, 2019	Due Date - October 15, 2019
2. Period Two - October 1, 2019 to December 31, 2019	Due Date - January 15, 2020
3. Period Three - January 1, 2020 to March 31, 2020	Due Date - April 15, 2020
4. Period Four - April 1, 2020 to June 30, 2020	Due Date - July 15, 2020
5. Period Five - July 1, 2020 to September 30, 2020	Due Date - October 15, 2020
6. Period Six - October 1, 2020 to December 31, 2020	Due Date - January 15, 2021
7. Period Seven - January 1, 2021 to February 28, 2021	Due Date - March 15, 2021
8. Period Eight - March 1, 2021 to April 30, 2021	Due Date - May 10, 2021
4. **Program Services:** The Grantee agrees to affect the program as outlined in the JRIG Application submitted by the Grantee, and as approved and/or modified by Grantor herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. Expenses other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those identified and as approved by Grantor in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change or reduction is approved, the Grantor may make appropriate changes in funding.
5. **Program Evaluation Responsibilities:**
  - A. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor as listed above; and

- B. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's guidelines. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems; and
- C. The Grantee shall prepare and submit a quarterly financial report to the Grantor. The report shall be submitted within thirty (30) days after the end of each quarter.
- D. Failure to comply with items (5) (A) through (C) of this Grant Agreement may result in the withholding of Grant Funds until such time as Grantee complies with such responsibilities.

#### 6. Compliance:

- A. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- B. All expenditures made by the Grantee with Grant Funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- C. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- D. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the Grant Funds amount may be reduced, or the Agreement terminated by the Grantor if:
  - a. The quality and extent of the program services furnished by the Grantee are significantly reduced from the level proposed and as approved by Grantor in the IRIG Application in the Grantor's sole discretion.
  - b. There is a financial or audit disclosure involving misuse of state funds.
- E. The reason(s) for the intent to terminate or reduce Grant Funds shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

7. State Audit Findings: Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the Grantor for recovery of said Grant Funds.
8. Appropriation: The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2020 and 2021. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
9. Termination: In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered, as determined by a financial audit completed by the Grantor within thirty (30) days.
10. Dispute Resolution: It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.
11. Successor and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantors.
12. Staffing: None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
13. Ohio Ethics and Conflict of Interests: Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
16. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
17. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
20. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
21. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
23. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

24. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
25. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.



RCA 20-002-1113  
Finance Only  
OK  
Do not forward  
12/16/19

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

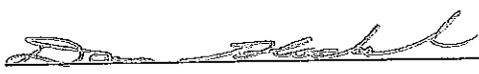
- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 12/9/2019 Department: Building

Amount: \$18,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 001-0430-52226

Vendor: Sipka Architects S00470

Department Head/Authorized Signature: 

**Item/Description:**

RB-2020 Plan Reviews  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Date to Finance: \_\_\_\_\_

Clerk of council

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

RCA 20-003-1/13

Finance Only  
OK  
12-10-19

### City of Medina

#### Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 12/9/2019

Department: Building

Amount: \$20,000.00

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

Account Number: 001-0430-52226

Vendor: Duber Architectural & Consulting Service D00604

Department Head/Authorized Signature: 

Item/Description:

RB-2020 Plan Reviews  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

Date to Finance: \_\_\_\_\_

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

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-004-1/13

Committee: Finance & Council

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: December 11, 2019  
SUBJECT: Property Tax Advance Request

**SUMMARY AND BACKGROUND:**

Please approve the annual resolution requesting that the County Auditor make tax advances during 2020 pursuant to Ohio Rev. Code §321.34.

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: Request to the County Auditor is due on Thursday, January 16, 2019. (Received from County on 12/10/10)

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Res 3-20  
Date: 1-13-20



# Medina County Auditor

MIKE KOVACK

144 North Broadway St. • Medina, Ohio 44256

Date: December 10, 2019

To: Township Fiscal Officers  
Village Clerks  
City Finance Directors  
Library Treasurers  
School Treasurers

From: MaryBeth Guenther, Tax Settlements  
Medina County Auditor's Office

Re: Tax Advances (1st half 2020 collection)  
(2nd half 2020 collection)

Schedule for Advances on the First Half Tax Collection:

REQUEST SLIP DUE BY

PAYMENT DATES:

THURSDAY: January 16, 2020

FRIDAY: January 24, 2020

FRIDAY: February 07, 2020

FRIDAY: February 21, 2020

FRIDAY: March 06, 2020

Schedule for Advances on the Second Half Tax Collection:

PAYMENT DATES:

THURSDAY July 2, 2020

FRIDAY: July 17, 2020

FRIDAY: July 31, 2020

Just send in one request slip and a copy of your resolution or ordinance stating that you want the advances for the year of 2020. Please have your President of the board sign the slip.

There will be seven advances for the year, four the first half and three the second half. Just pass your resolution or ordinance stating you will want all available advances for the year.

If you will not have a meeting until after the first request date, and you want the first advance please call and let me know.

If you have any special needs or questions, please call  
330/725-9781

REQUEST FOR ADVANCE OF TAXES COLLECTED  
MUNICIPALITIES, SCHOOL DISTRICTS, TOWNSHIPS

Rev. Code Sec. 321.34

To the Auditor of Medina County, Ohio:

\_\_\_\_\_, Ohio, \_\_\_\_\_, 20 \_\_\_\_\_.

YOU ARE HEREBY REQUESTED to issue your warrant upon the County Treasurer of said County in favor of \_\_\_\_\_ as 1 \_\_\_\_\_ of 2 \_\_\_\_\_ in said County for \_\_\_\_\_ Dollars, of the current collection of taxes assessed and collected for and in behalf of said 3 \_\_\_\_\_ which shall be held and treated as an advance payment on the current collection of taxes due said 3 \_\_\_\_\_ at the ensuing settlement, 20 \_\_\_\_\_, as provided by law.

Pursuant to a Resolution adopted by the 4 \_\_\_\_\_, adopted \_\_\_\_\_, 20 \_\_\_\_\_, Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
(President of Board - City - Village Treasurer)

\_\_\_\_\_  
Fiscal Officer/Treasurer

1. Fiscal Officer or Treasurer
2. \_\_\_\_\_ School District \_\_\_\_\_ Township, or the (City - Village) of \_\_\_\_\_
3. District, Township or Municipality.
4. Board of Education of said School District, Board of Trustees of said Township, or Council of said Municipality.

# REQUEST FOR COUNCIL ACTION

No. RCFA 20-005-1/13

FROM: Greg Huber, Law Director  
DATE: December 20, 2019  
SUBJECT: Adopt Sexual Offenders Policy - MCRC

Committee: Finance

## SUMMARY AND BACKGROUND:

Requesting Council to adopt the MCRC Plan of Action – Sexual Offenders and Facility Usage Policy.

See policy attached.

### 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:

# **MCRC Plan of Action**

## **Sexual Offenders and Facility Usage**

### **Introduction**

The Medina Community Recreation Center (MCRC) continually strives to provide a safe environment for patrons of all ages while in the facility. The MCRC has developed a Policy and Operations Manual, which established guidelines for the facility, and equipment usage, which ensure overall safety and consistency for all patrons. The Policy and Operations Manual is a working document, which is continually revised to address new situations and provide additional guidelines as the facility evolves.

### **Purpose**

This plan of action was developed as a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility. It is understood that these policies and procedures will not ensure prevention, however we can decrease the likelihood of an occurrence happening with the development of this plan of action.

### **Objective**

By taking a pro-active approach in the form of identification, awareness, and communication among staff, we will decrease the chances of a sexual offense occurring within the facility. It has been recommended by the City Law Department that a convicted sexual offender will not be allowed access into the Center. The denial of admittance is all-inclusive -- facility use, membership, programs and rentals. This denial has been deemed the most effective method of ensuring the safety of the MCRC patrons.

If a known sexual offender obtains or attempts to obtain facility access, it is not the intention for the MCRC to harass a sexual offender. It is also not the MCRC's intention to cause panic by alerting a patron regarding this individual or to conduct false accusations. The primary focus is awareness by selected staff employees of a convicted sexual offender while in the MCRC.

In the event a sexual offense should occur within the facility, the MCRC will document and report the incident for record keeping purposes; police reports; and, to ensure that this individual will not be permitted to enter the facility. Unfortunately, it is only after a person has otherwise committed an offense that the MCRC can apply this policy and prevent sexual offenders from entering the facility.

### **Policy and Procedure**

#### **Identifying**

The primary source for identifying a sexual offender is the use of the Safepoint portal. Safepoint provides a quick method to identify offenders by scanning a state issued ID card and comparing to the state database of convicted offenders. A negative return will display the patron's name in green print. A positive return generates a flashing red screen and accompanying data- date of birth, picture, height, weight and listed offense.

Secondary methods of identification, if necessary, include the Medina Sheriff website or the Family Watchdog website ([www.familywatchdog.us](http://www.familywatchdog.us)). Each website will perform a search of the state database of offenders for a keyed in name. Positive returns will include date of birth, picture, height, weight and listed offense.

As all attendees are checked at the time of entry/membership purchase, The MCRC photo id policy will lessen the result of an offender gaining access to the facility. Offenders identified will be denied access.

### **Refusal of Admission**

The Front Desk staff member should not confront the individual and therefore allow access into the facility. They will immediately radio the Manager on Duty (MOD) to report to the front desk to confirm the individual's identity. When the individual's identity is confirmed, the MOD will provide the offender a printed copy of the policy statement.

If there is any indication that this individual would display a violent reaction, any and all staff members are not to confront this individual and are to contact the police department for assistance.

The following is the order of authorized MCRC staff who are to approach a known sexual offender:

1. MOD
2. Full-time staff member
3. MCRC Director

### **Refusal to Exit Facility**

In the effort to provide safety for the MCRC staff, if the known sexual offender refuses to be escorted out of the facility, becomes argumentative and/or physically or verbally abusive, a MCRC staff member is **not** to participate in any confrontation.

The MCRC staff member will contact the police department for assistance and keep watch of the individual's location.

### **Reporting**

An MCRC Incident Report will be filled out and forwarded to all involved MCRC staff. Notation of an incident will be noted in the Manager on Duty Notebook / Shift Update and Front Desk Shift Update Report Binder.

**If an incident does occur, the Medina City Police Department will be notified immediately.**

### **Notification of Denial of Access**

#### *Membership Termination*

Once identity has been confirmed that a convicted sexual offender has purchased a membership, the Parks and Recreation Director will contact this member verbally informing them that their membership has been terminated immediately.

### **Refund**

#### *Membership*

When an individual purchases a membership and is later identified as a convicted sexual offender, they will be contacted and advised of the MCRC Policy in regard to convicted sexual offenders. If a membership refund is requested, the MCRC will follow normal refund request procedures. This request will be reviewed by the Center Manager and/or Parks and Recreation Director for approval.

## **MCRC Policy Statement**

### **Purpose**

The following statement is to be recited to an individual that has been convicted of a sexual offense in regard to refusing admission into the facility.

This statement is to be delivered without personal opinion, verbal or physical intent. The individual should be treated respectfully and lawfully. It is not the intent to cause public panic or cause public humiliation or embarrassment to the individual. If possible, the individual should be asked to step away from the front desk when a member of the public is present when this statement is delivered.

### **Policy Statement**

The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.

This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.

The denial of access is all-inclusive – facility use, membership, programs and rentals.

In furtherance of this policy, this is to inform you that you are denied access into the MCRC facility.

If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.

Any future attempts to enter the facility will directly result in police assistance.

### **Policy Location**

The Policy Statement will be available at the MOD work station at the front desk.

**Policy Statement**  
**(Sexual Offenders and Facility Usage)**

- . **The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.**
- . **This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.**
- . **The denial of access is all-inclusive – facility use, membership, programs and rentals.**
- . **In furtherance of this policy, this is to inform you that you are denied access into the MCRC facility.**
- . **If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.**
- . **Any future attempts to enter the facility will directly result in police assistance.**

**REQUEST FOR COUNCIL ACTION**

*ok part 4 amended  
12-23-19*

No. RCA 20-006-1/13

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

*[Signature]*  
\_\_\_\_\_  
(Signature)

Mayor's Initials:

\_\_\_\_\_

Committee

*Finance Only*

Guidelines: See information on back of form

**Date:** 12/20/19

**Subject:** Pro-Tech Security

**Summary and Background:** Purchases of Bulletproof Vests for the Police Department for 2020.

**Estimated Cost:** \$18,000.00

**Suggested Funding:** 106-0101-51131

**Sufficient Funds in Account:** Yes

**Transfer Needed From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**New Appropriation Needed:** N/A

**Account No:**

**Emergency Clause Requested:**

No Yes If yes, reason:

**Council Use Only:**

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-007-1/13  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: December 24, 2019  
SUBJECT: Preparation of GAAP Conversion and Comprehensive Annual Financial Report (CAFR)

**SUMMARY AND BACKGROUND:**

The Finance Department requests Council to approve the three-year contract with Rea & Associates for the preparation of the City's CAFR in accordance with accounting principles generally accepted in the United States of America (GAAP) for the years ending December 31, 2019, December 31, 2020, and December 31, 2021.

Fees for these services shall not exceed \$21,500 for the year ending December 31, 2019; \$22,000 for the year ending December 31, 2020; and \$22,500 for the year ending December 31, 2021.

An additional fee, up to an estimated \$2,500 annually, may be charged for events such as debt refundings, audit changes to the financial statements due to inaccurate or incomplete information provided by the City, restatements of prior year financial statements, or other non-routine events.

Total fees paid to Rea & Associates the last three years for GAAP conversion services are as follows:

- 2019 CAFR = \$21,500
- 2020 CAFR = \$22,000
- 2021 CAFR = \$22,500

Estimated Cost: Refer to above

Suggested Funding: General Fund – General Administration

Sufficient funds in Account No.: 001-0707-52226

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

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: **Yes**

Reason: Preparation of the CAFR has begun in order to meet filing deadlines.

---

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



# Rea & associates

*Accounting & Finance*

September 6, 2019

Mr. Dennis Hanwell, Mayor  
Mr. Keith Dirham, Finance Director  
City of Medina  
123 Elinwood Ave  
Medina, OH 44256

Dear Mr. Hanwell and Mr. Dirham:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Medina, Ohio (City) a proposal to prepare the City's annual Comprehensive Annual Financial Report (CAFR) for the years ending December 31, 2019, 2020 and 2021 on a continuous basis. It's been a pleasure serving you and the City in the past. Based on our many years of experience in this industry, I would hope you would agree that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry.

## **The Objective and Scope of the Engagement**

This letter is to confirm our understanding of the services you have requested of us, which are to prepare the annual CAFR of the City of Medina. The financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB-related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). In addition, you have requested we perform a compilation engagement with respect to these basic financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

## **Our Responsibilities**

The objective of our engagement is to:

- a. prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and;
- b. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We will render such accounting and bookkeeping assistance as we find necessary for the preparation of the financial statements and certain other non-attest services as may be arranged with you or your authorized employees. These services may include (but are not limited to) the following:

- proposing adjusting or correcting adjusting journal entries
- preparation of a trial balance(s) based on the adjusted general ledger

Keith Dirham, Finance Director will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions. The timely and accurate completion of this work is an essential condition to our completion of the engagement and issuance of our compilation report.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements;
- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America;
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements;
- d. The prevention and detection of fraud;
- e. To ensure that the entity complies with the laws and regulations applicable to its activities;
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement;
- g. To provide us with:

- i. access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
- ii. additional information that we may request from you for the purpose of the compilation engagement;
- iii. unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Records and Assistance**

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

### **Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by Rea & Associates, Inc. professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

### **Fees, Costs, and Access to Workpapers**

Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee to be \$21,500 for the year ending December 31, 2019, \$22,000 for the year ending December 31, 2020 and \$22,500 for the year ending December 31, 2021.

There are some uncertainties of the scope of these services that will occur during this contract period. If there are any questions related to these items, we will be more than happy to discuss them with you. As a result, *the fee estimate for following years/items may be adjusted for the additional time necessary to complete:*

1. For 2019, the implementation of GASB 84 *Fiduciary Activities*;
2. For 2020, the implementation of GASB 87 *Leases*;

3. The impact (if any) related to the conversion/change in your accounting software that impacts the type and/or format of information provided to us.

This fee estimate will be subject to adjustments based on unanticipated changes in the scope of our work (such as the implementation of new accounting pronouncements) and/or the incomplete or untimely receipt by us of the information on the client participation list. In addition, additional billings will be submitted in the situation where the information provided is inaccurate thus creating inefficiencies in our work. An additional fee, up to an estimated \$2,500 annually, may be charged for events such as debt refundings, audit changes to the financial statements due to inaccurate or incomplete information provided by the City, restatements of prior year financial statements or other non-routine events. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. All invoices will be due and payable upon receipt. If fees become more than 90 days past due, we will discontinue work on your account until the balance is paid in full.

Fees proposed are also contingent upon the City providing all necessary information needed to compile a complete set of Basic Financial Statements by the end of March. This will enable Rea & Associates, Inc. to meet our agreed upon timeline of the end of May, subsequent to year end, which includes providing copies of GAAP workpapers and a drafted set of compiled financial statements. An additional fee estimate of \$500-\$1,000 may be added to these services based on the amount of the information that is not available to us on the timeline agreed to above.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate Rea & Associates, Inc. for any additional costs incurred as a result of the City employment of a partner or professional employee of Rea & Associates, Inc.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your engagements. You will be obligated to compensate us for all time expended, and to reimburse us for all of our out-of-pocket costs, through the date of termination.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You understand that compiled financial statements are not appropriate for inclusion in a public or private offering of debt or equity securities. Accordingly, you agree not to include our report[s] or make reference to us in any way in any public or private securities offering.

### **Claim Resolution**

The City of Medina and Rea & Associates, Inc. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the compilation report issued by Rea & Associates, Inc. or the date of this arrangement letter if no report has been issued more than two years after the date of this arrangement letter. The City waives any claim for punitive damages. The City's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Rea & Associates, Inc. for the services rendered under this arrangement letter.

You agree that any dispute that may arise regarding this engagement will, prior to resorting to litigation, be submitted to mediation and that the parties will engage in the mediation process in good faith. The costs of any mediation proceeding shall be shared equally by both parties. In the event of litigation brought against us, any judgment you obtain shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement.

#### **Information Security - Miscellaneous Terms**

Rea & Associates, Inc. is committed to the safe and confidential treatment of the City proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc.'s client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

#### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

**Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion or a conclusion nor provide any assurance on them. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, ask our permission to do so.

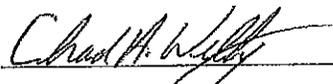
This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City of Medina, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.

We appreciate this opportunity to be of service to you.

Rea & Associates, Inc.,

Confirmed on behalf of the City of Medina

  
\_\_\_\_\_  
Chad A. Welby, CPA

\_\_\_\_\_  
Finance Director

*OK Part approved  
1-6-2020*

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-008-1/13

FROM: Sandy Davis

Committee Finance

DATE: 01/06/20

SUBJECT: PY18 CHIP, Private Rehab. At 1843 Berkshire Drive, Brunswick, Ohio

**SUMMARY AND BACKGROUND:**

This is a request for a purchase order for a Private Rehabilitation project as part of the PY18 CHIP grant at 1843 Berkshire Drive, Brunswick, Ohio.

The contract amount is \$37,932.00. The request for a purchase order in the amount of \$40,000 to allow for any change orders without going through the process a second time. Any unused funds will be returned to the original account.

Suggested Funding: \$40,000

- Sufficient funds in Account No. 139-0458-52215 Activity AC-18-06
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: To expedite the project and payment to the contractor.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Medina City Community Housing Impact and Preservation (CHIP) Program

Agreement for Loan/Grant  
and  
Contract for Housing Rehabilitation

This Agreement made and entered into this 2nd Day of January, 2020, between James and Martha Green and Jenmet Construction, LLC for a deferred payment/ declining balance Loan to the Owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at: 1843 Berkshire Dr. Brunswick, OH 44212  
Owner Agrees:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$37,932.00 in the form of a deferred payments/ declining balance forgivable loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-in-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. Instruct the Contractor to proceed work as of January 8, 2020, unless I, as Owner, exercise my Right of Rescission.
4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of \$37,932.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund, but will instead have the amount of the mortgage reduced by the appropriate amount. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Rehabilitation Standards.

Contractor Agrees:

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$37,932.00.
7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
  - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, rehabilitation or paint repair is going on the entire work site, work specifications, and any documents related to this project.
  - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
  - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and rehabilitation in Federally Owner and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.
  - d) That Medina City will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard*

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

**Owner and Contractor Agree:**

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

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

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

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

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

12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.

13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the rehabilitation work, execution of the Contract, or for non-performance of Contract.

14. **Defects after Completion.** The Contractor warrants the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction statement verifies satisfaction of the contractor workmanship and validates final payment. No complaints regarding WORKMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 months of work completion. THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO OBLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.

15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.

16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance, and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 90 days after the date of Rescission. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.

The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than April 1, 2020. An extension of time can be given at the Rehab Specialist discretion.

16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehabilitation work and installed materials prior to Final Payment.

17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting

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

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

#### 18. Section 3 Clause

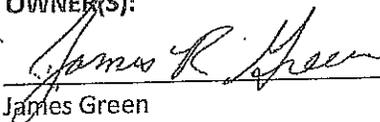
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or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

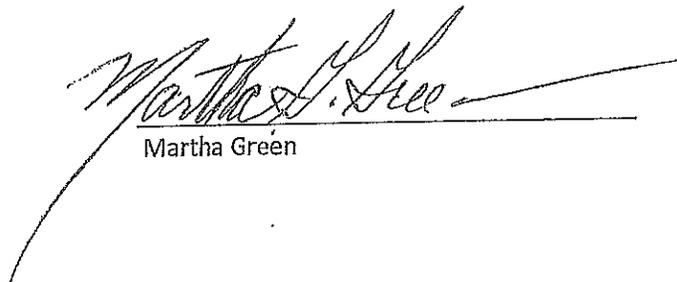
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities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

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

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

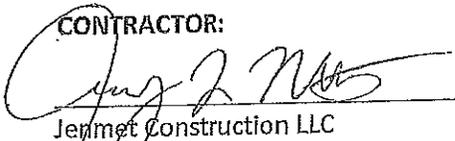
**OWNER(S):**

  
James Green

  
Martha Green

**Owner's Address and Phone Number:**  
1843 Berkshire Drive  
Brunswick OH 44212  
(440) 532-1661

**CONTRACTOR:**

  
Jenmet Construction LLC

**WITNESS:**

  
Deborah Kawa, ORDC Housing Specialist

**Contractor's Address and Phone Number:**  
5000 Pearl Ave  
Lorain, OH 44055

"Exhibit A"  
LEAD SAFE

Printed on 11/05/19

Biddable Specifications for 1843 Berkshire Dr.      steve-brunswick05

Contact Martha Green

Spec. Writer 330-273-2497

01 Exterior

08515 Replace gutters & downspouts complete

Remove all old gutters. Remove all old downspouts. Install 5", K-Type or ogee, seamless, .032 aluminum gutter and accessories. Support gutters with hidden hangers, spaced not more than 2' apart. Seal all gutter seams with gutter sealer and secure each seam for both gutters and downspouts with a sheet metal screw. Install matching 3" downspout and accessories. Fasten downspouts to wall with straps every 6 vertical feet. Connect into existing crocks with PVC connector or with mortar. If there are no crocks, then splash blocks to be provided. Gutters are to be either brown or white.

NOTE: You will need to install gutter toppers. (Gutter guard by Gutter glove)

1.0 Bid Price \$ 1,750

11015 Install vinyl siding, complete

(THE OVERHEAD DOOR JAMB, AND THE WINDOWSILL ON WALL D EXTERIOR ARE LEAD. THIS IS A LEAD SAFE MY INTENT IS TO PRESERVE THE WOOD NOT ABATEMENT)

Remove all the existing fiber board siding and dispose of. Provide Tyvek or insulboard. Install a minimum .040" thick vinyl siding on entire exterior. homeowners may choose Dutch lap siding if they want Build out all window and door casings, so siding isn't out further than the casing only if needed. Break aluminum for all the window and door openings. Install all new vinyl soffit for the eaves, overhangs and porch ceilings. Repair or replace any defective fascia boards and wrap with coil stock. Aluminum is to be a minimum of .024". The homeowner has choice of color for the aluminum wrap and siding from the contractor samples.

1.0 Bid Price \$ 12,170

15329 Replace wall-mounted light fixture

Replace wall-mounted light fixture with new UL listed fixture. Include lamp and shade. Homeowner chooses style of fixture up to \$65.00

NOTE: This is going to be a motion light, for above the garage door.

1.0 Bid Price \$ 125

02 Livingroom

17218 ADJUST AND SERVICE DOOR.

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

NOTE: This for the storm door.

1.0 Bid Price \$ 95

17230 Replace sliding glass door

Replace sliding glass door. Homeowner will have an allowance of \$1,000.00 to pick outdoor with screen.

1.0 Bid Price \$ 1,950

03 Kitchen

15224 Replace outlet with GFCI.

Replace existing outlet with a GFCI and install a new cover plate.

2.0 Bid Price \$ 300

15925 Install a duct for range hood

Kitchen range exhaust fan shall be connected to smooth-walled non-combustible duct running the most direct, shortest feasible route through the structure directly to the outside air. Ducts made of combustible material, ribbed ducts, sagging ducts

or ducts that terminate in the vicinity of a crawlspace or roof vent or that exit within three feet of the building eaves shall not be allowed. Exhaust duct sections shall be securely fastened together (dryer vents shall be fastened without screws) and securely supported to prevent disconnection, sealed and, where in unconditioned spaces, insulated, to prevent air leakage and condensation. Vent shall be dampened and include a termination hood.

1.0 Bid Price \$ 225

21216 Install new flooring covering.

Remove existing floor coverings to subfloor. Dispose of the old coverings. The homeowner chooses a floor covering such as laminate, vinyl, or carpet. The homeowner allowance for the floor covering is \$20 a square yard for the actual floor covering material and underlayment or padding. The contractor installs the new covering. Install transition strips between doorways, hallways, and room separations of dislike flooring. Carpet SHALL NOT be an option for bathrooms & Kitchens.

1.0 Bid Price \$ 1094

#### 04 Utility room

12315 Install aluminum combination storm door

Install 1 1/4" aluminum storm door with continuous hinge. Door to have combination storm and screen panel in passing tracks. Door to be equipped with latching handle, bottom sweep, pneumatic closer, and anti-wind check chain. Door to fit opening completely. Adjust and test closing operation.

1.0 Bid Price \$ 420

14111 Install central air unit sized for home.

Remove old unit and A-coil if applicable. Install a new Central air unit, platform, plenum, A-coil, and line set as per manufactures directions. Include new wire and breaker. Also install a disconnect panel located by the outside unit. The unit is to be a minimum 13 seer rating. The air conditioner for home by manual J calculations and the duct work needs to be sized by Manual D. Payment will not be released until Manual J & D reports are furnished to the Rehab Specialist.

1.0 Bid Price \$ 4,700

17114 Install steel pre-hung door with window.

Remove existing door and jamb. Install a pre-hung steel door unit. The new door is to have a window. Homeowner is to choose Window style. Window is to be either a 9-light or fan light style. Keyed passage and dead bolt lockset keyed alike. If more than one door is installed, then all doors are to be keyed alike. Door to be installed per manufacturer's instructions. Reinstall trim. Repair or replace any damage to trim or wall surfaces.

1.0 Bid Price \$ 800

### 05 Garage

15224 Replace outlet with GFCI.

Replace existing outlet with a GFCI and install a new cover plate.

1.0 Bid Price \$ 175

16325 Install Low E vinyl replacement window

Remove old window components including storm windows, sash cords, rollers. Install vinyl, double pane, Low E glass window unit with at least a half screen. The sashes must be welded and white in color. The window shall be installed with all hardware and as per manufactures directions. Repair all damage. Replace any broken stops. If stops are replaced, then they must be painted to match existing color as close as possible. Caulk around all stops.

1.0 Bid Price \$ 590

17111 Install overhead garage door

Use 6 mil poly and tarps for work area. HEPA-VAC any paint chips/debris as work proceeds. Inspect header for proper size and type and insure it is level. Inspect jambs for plumb. Install complete 4 section, 4 panel, locking specified steel garage door with vinyl or fiberglass backing, insulated, stops, hardware and exterior trim. Tracks, hinges and bolts shall be galvanized steel. Track bearings shall have ball bearing races. Lubricate all springs, rollers, hinges and locks after installation. Wrap old door components in 6 mil poly and dispose.

1.0 Bid Price \$ 2,430

## 06 Office

### 16325 Install Low E vinyl replacement window

Remove old window components including storm-windows, sash cords, rollers. Install vinyl, double pane, Low E glass window unit with at least a half screen. The sashes must be welded and white in color. The window shall be installed with all hardware and as per manufactures directions. Repair all damage. Replace any broken stops. If stops are replaced, then they must be painted to match existing color as close as possible. Caulk around all stops.

1.0 Bid Price \$ 700

### 19221 Patch existing plaster/drywall wall.

Use 6 mil poly and tarps for work area. SEAL room off from rest of home. Cut back damaged area to firm solid plaster. Cut out cracks 1/4" wide or more in vee joint. Nail all loose lath. Damaged areas larger than 6 square feet should be repaired with drywall cut to match and fastened to joists with drywall screws 8" on center. Tape and finish joints smooth. HEPA-VAC any paint chips/debris as work progresses.

NOTE: This is for where the A/C is.

1.0 Bid Price \$ 450

## 07 Bathroom

### 00000 Move light switch

Move light switch to the wall in the hallway.

1.0 Bid Price \$ 250

### 13313 Install vanity, sink, faucet, trap, shut-offs complete.

Install new lavatory base cabinet with wood frame and wood doors. Include a post-formed vanity top with cut-out, one-piece white sink with back splash, 2 handle faucet set with pop-up drain, trap, supply lines and stop valves. Caulk or provide escutcheon plates at wall penetrations.

NOTE: This will be a 36" vanity

1.0 Bid Price \$ 800

13396 Install fiberglass shower assembly

Install fiberglass shower stall assembly. Floor shall be non-slip with minimum 1/2" lip at entrance. A single lever anti-scald control valve shall feed a showerhead. Shower size shall be determined at bid tour.

NOTE: This shower will be sliding glass doors.

NOTE: This will be a 2 headed shower head one being adjustable.

1.0 Bid Price \$ 4690

19220 Patch existing plaster/drywall ceiling and walls.

Use 6 mil poly and tarps for work area. SEAL room off from rest of home. Patch the drywall ceiling and walls Tape, mud, sand, and prime ready for paint. The ceiling finish is to match the existing style as close as possible. HEPA-VAC any paint chips/debris as work progresses.

NOTE: You will need to prime the walls and ceiling.

1.0 Bid Price \$ 450

20826 Install medicine cabinet, with light.

Remove old cabinet if installed. Install surface mounted oak laminated medicine cabinet with 3 shelves, a mirror and a light bar to match. Anchor firmly to studs. Fixture to be controlled by separate wall mounted switch. Cabinet shall not have integrated outlet.

1.0 Bid Price \$ 880

21216 Install new flooring covering.

Remove existing floor coverings to subfloor. Dispose of the old coverings. The homeowner chooses a floor covering such as laminate, vinyl, or carpet. The homeowner allowance for the floor covering is \$20 a square yard for the actual floor covering material and underlayment or padding. The contractor installs the new covering. Install transition strips between doorways, hallways, and room separations of dislike flooring. Carpet SHALL NOT be an option for bathrooms & Kitchens.

1.0 Bid Price \$ 575

09 Master

19221 Patch existing plaster/drywall wall.

Use 6 mil poly and tarps for work area. SEAL room off from rest of home. Cut back damaged area to firm solid plaster. Cut out cracks 1/4" wide or more in vee joint. Nail all loose lath. Damaged areas larger than 6 square feet should be repaired with drywall cut to match and fastened to joists with drywall screws 8" on center. Tape and finish joints smooth. HEPA-VAC any paint chips/debris as work progresses.

NOTE: This is for where we are removing the A/C.

1.0 Bid Price \$ 450

Total Project Bid Price \$ 37,932



Bid Tour Amendment

Homeowner: Martha Green  
Address: 1843 Berkshire Dr. Brunswick Oh.

Additions

#	Page	Spec No	Description	Price
1	3	21216	NOTE: The vinyl flooring from the kitchen is going to continue into the utility room.	\$ 548
2	4	12137	Install a pre-manufactured insulated cover for pull down style of attic steps as per manufactures directions. Unit must be equivilant to the Attic Tent. www.attitent.com or 1-877-660-5640.	\$ 315
3	3	15526	Install smoke detector (hard wired in a series) Dwelling shall have approved smoke detectors, installed in accordance with the manufactures instructions, located as described in the RRS 6.6.3. Smoke detectors shall draw their primary power from the building wiring, with battery backup, and without interruption except for that required for over-current protection. Power shall be 120 volts. The wiring shall be interconnected, so that all detectors sound the alarm when anyone senses smoke NOTE: There's going to be 5 in total 2 being combination smoke and carbon monoxide detector.	\$ 1000

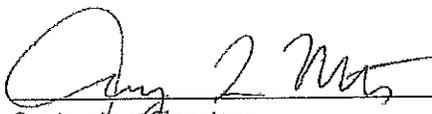
Total \$ 1863

Deletions

#	Page	Spec No	Description	Price

Total \$

Include amendment prices in TOTAL Bid price

  
Contractors Signature

12/4/19  
Date

# HOME Written Agreement

as required by 24 CFR 92.254

This agreement is to ensure the requirements of the US Department of Housing and Urban Development HOME Rule are governed and met. Funds for this project are passed from US Department of Housing and Urban Development to the State of Ohio onto The City of Medina and awarded to the below stated homeowner for the purpose of Private Owner Rehabilitation.

This agreement is between the homeowners James and Martha Green and the City of Medina to commit HOME funds for the purpose of Private Rehabilitation thru the Community Housing Impact and Preservation (CHIP) Program.

The amount of assistance for Private Owner Rehabilitation is in the amount of Thirty-Seven Thousand Nine Hundred Thirty-Two and 00/100 (\$37,932.00) In the form of a deferred/declining loan funded with HOME (source of funds). These funds are to complete rehabilitation to the property located at 1843 Berkshire Dr., Brunswick OH 44212 and legally described, to wit: *Legal Description of property:*

*SITUATED IN THE CITY OF BRUNSWICK, COUNTY OF MEDINA AND THE STATE OF OHIO: AND KNOWN AS BEING SUBLLOT NO. 23 IN THE PINWOOD ACRES DEVELOPMENT COMPANY'S COVENTRY TERRACE, PHASE I, OF PART OF ORIGINAL BRUNSWICK CITY LOTS 14 AND 15, TRACT NO. 3, AS SHOWN BY THE RECORDED PLAT IN VOLUME 7 OF MAPS, PAGE 28 OF MEDINA COUNTY RECORDS, AND TOGETHER FORMING A PARCEL OF LAND 88.00 FEET FRONT ON THE EASTERLY SIDE OF BERKSHIRE DRIVE AND EXTENDING BACK 170.77 FEET ON THE NORTHERLY LINE, AND 170.62 FEET ON THE SOUTHERLY LINE, AND HAVING A REAR LINE OF 88.00 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.*

**PERMANENT PARCEL NUMBER: 003-18D-16-108**

**REQUIREMENTS:** (Initial each requirement as it is reviewed and understood)

*JRG*  
*JMG*

Income. I/we understand I qualify for assistance thru the CHIP Program based on my income and certify I have disclosed all sources of income. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I/we further understand that my name, address and total amount of

rehabilitation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property. PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec1001, provides: "Whoever, in any matter within the jurisdiction of any Department of Agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

JRS  
MBS **After-Rehabilitation Value:** I/we understand the After-Rehabilitation Value of my home cannot exceed 95 percent of the median purchase price. If the after-rehab value would exceed this price, the property would not be eligible for the CHIP Program.

JRS  
MBS **Affordability Period** per HUD 24 CFR 92.254  
Home Investment = \$37,932.00  
Your affordability period will be 5 years

JRS  
MBS **Deferred LOAN/Declining GRANT:** You are receiving assistance from the CHIP Program for the purpose of rehabilitating your primary residence to make it safe and decent. These funds are in the form of a combination Deferred LOAN/Declining GRANT. The Grant will decline evenly over the declared affordability period above. The Loan for **Fifteen percent** of the rehabilitation funds spent will not decline and will be due back to **The City of Medina**. These funds will be due the day the term(s) of this agreement are no longer being met.

MBS  
MBS **Deferred (15%):** \$ 5,689.80 (Will not decline, will always be due)  
**Declining (85%):** \$ 32,242.20 (See Promissory Note for schedule of decline)

JRS  
MBS **Principle Residence** for the term of the affordability period. The day this is no longer your principle residence, the term of this agreement is void and payment shall be due.

JRS  
MBS **Taxes and Insurance:** I/we further agree as follows: To pay all taxes, assessments and other charges that may be assessed against the property as they become due and payable; to keep the buildings and improvements upon the premises hereinabove described insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in **The City of Medina, Ohio** in reasonable amounts in companies approved by **The City of Medina** and to pay premiums therefore and deliver said policies to the City as so requested.

JRS  
MBS **Work Specifications:** I/we agree that the attached work specifications are the only items to be addressed during the course of this agreement. I/we have reviewed the specifications with the rehabilitation specialist and the contractor. I am/we are fully

IN WITNESS WHEREOF, this note has been duly executed by the undersigned this 2nd day of January, 2020.

  
James Green

Martha Green

STATE OF OHIO  
CITY OF MEDINA, ss:

Before me, a Notary Public for the State of Ohio, appeared the above named **James and Martha Green**, who acknowledged that **they** signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY SEAL THIS 2nd DAY OF January, 2020.

May 28, 2020

My Commission Expires:

  
Notary Public



CHRISTINA L SAXER  
Notary Public State of Ohio  
My Comm. Expires May 28, 2020

*This instrument prepared by the Ohio Regional Development Corp.*



Dennis Hanwell  
Mayor, City of Medina

1-6-2020

Date

SHERRY A. CROW  
Notary Public  
State of Ohio, Medina County  
My Commission Expires 5-27-24

 1-6-2020



aware of the scope of the proposed work. No changes shall be made without an executed change order.

ORS  
MBB **Standards:** I/we understand that the intent of the work performed shall be to conform with the Lead Safe Housing Requirements, The Residential Rehabilitation Standards, The Ohio Building Code (where applicable), and any local codes. When items that may have a direct impact on the health and safety of occupants are not a specific requirement of the aforementioned codes, they shall also be addressed. These codes shall not supersede HUD's HOME regulations for eligible/ineligible activities.

ORS  
MBB **Project Completion:** I/we understand the expected date for completion shall be 90 days from the date of signing.

ORS  
MBB **Monitoring:** I/we understand and agree upon future inspections by the CHIP Office Staff and/or the State of Ohio for the purpose of monitoring by the State of Ohio Representatives.

ORS  
MBB **SUBORDINATION:** I/we understand a mortgage will be placed on my property for the amount of the Deferred loan and declining grant. This loan will remain until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. All subordination requests will be reviewed by the CHIP staff to assure compliance with the County's Subordination policy. However, the subordination guidelines must be met for a subordination to be consider.

ORS  
MBB **Duration of the Agreement:** This agreement shall remain in effect until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. If one of the terms of the agreement have been violated, the mortgage shall be come due immediately. Upon payment to the Medina County Commissioners, this agreement will be released.

ORS  
MBB **Repayment** of this agreement will be made to the City of Medina and capped as to what is available out of "net proceeds". The funds will be maintained as Program Income and will be used for additional eligible activities thru the CHIP Program.

*OK Dr. Hammond 1-6-20*

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-009-1/13

FROM: Nino Piccoli

Committee Finance

DATE: January 3, 2020

SUBJECT: PLC Upgrades for the Water Pump Stations and Towers

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization for the purchase and installation of PLC (Programmable Logic Controllers) located at the city's Water Pump Stations and Towers. In 2019 the Water department received Council approval to upgrade the Telemetry System to cellular. This enabled our Pump Stations and Towers to communicate with one another in our SCADA system. Additionally, this allows for the collection and storing of information on a website server through Data Command. Water department personnel have the ability to access this information and control the Water Distribution System online through a secure connection via computer or mobile device.

With the successful implementation of the phase 1 cellular upgrade in 2019, we are ready to move forward with phase 2. The cellular equipment provides the proper Ethernet connection for the latest versions of the PLC's to be installed. Attached is the list of equipment to be purchased, installed and related programming from SOS Integrations.

**Suggested Funding: \$60,100.00**

- Sufficient funds in Account No. 513-0533-53315
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: NO  
Reason:

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**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



December 16, 2019  
Q219058  
Rev 2

526 SOUTH MAIN STREET  
SUITE 412  
AKRON, OH 44311  
TELEPHONE: (330) 294-0089  
FAX: (330) 294-0084  
[aimee@sosintegration.com](mailto:aimee@sosintegration.com)

**Subject: City of Medina PLC upgrades**

Thank you for the opportunity to provide a proposal to upgrade your original control system. While the existing system is still working as originally designed, the availability of spare parts for the PLC's is becoming limited. The ability to add and improve on the existing system is not possible due to the incompatibility to communicate with the newer software and hardware. The replacement cost of your original hardware on this platform is becoming unaffordable to the end user. In the future this will only continue to escalate.

This quote provides a new solution and looks at replacing the current Allen-Bradley RSLogix 500 platform with an Allen-Bradley Compact Logix platform. We recommend the CompactLogix series for several reasons. This series is made by the same manufacturer which has a proven track record in many plants and other facilities. The total cost of ownership for this series is lower than that of your existing series for your application. The proposed design will increase the maintainability, decrease the number of critical failures by distributing the process and will allow for future expansion at a lower cost.

#### Overview PLC replacement

The current Rockwell PLC500 system utilizes Serial DH485 and RS232 communication system designed to be used with the PLC500 series processors and PanelView 32 touch screens. This system is outdated and will not work with the newer CompactLogix systems. All removed equipment will be turned over to the owner. It still has some value and can be sold on eBay or to others.

#### General work will include:

- Replace Allen Bradley PLC500 System with 1769-L33ER Processor and I/O
- Rewire termination from the PLC500 platform to the new Compact Logix Platform
- Migrate existing program to new platform
- Removing all DH484 and RS232 network cables and devices from your cabinet
- Add Ethernet Switch and cables for communication with peripheral devices
- Replace current PanelBuilder32 Touch Screens with PanelView Plus 7 Terminals
- Validate all functionality to match existing



December 16, 2019  
Q219058  
Rev 2

526 SOUTH MAIN STREET  
SUITE 412  
AKRON, OH 44311  
TELEPHONE: (330) 294-0089  
FAX: (330) 294-0084  
[aimee@sosintegration.com](mailto:aimee@sosintegration.com)

### Speith Rd PLC Package

- Speith Rd PLC
  - Add PLC Compact Logix 1769-L33ER
  - Add (2) Power Supply 1769-PA2
  - Add (2) Digital Input Modules, 1769-IQ16
  - Add (1) Digital Output Modules, 1769-OW16
  - Add (2) Analog Input Modules, 1769-IF8
  - Add (3) Analog Output Module, 1769-OF4
  - Add (1) Right to left bank expansion cable
  - Add (1) End Cap 1769-ECR
  - Add (2) Ethernet Cables
  - Add (1) OIT PanelView Plus 7, Performance Touch Screen, 10 inch SVGA, AC power
  - Add 5-port Ethernet switch for panel communications
- Installation
  - Labor to Install and rewire new cards.
  - Labor to Install and wire PanelView Plus 6 Terminal
  - Labor to rewrite PLC program, create touch screen program, field startup and documentation

<b>Speith Rd PLC Package</b>	<b>\$20,350.00</b>
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### Koons Ave PLC Package

- Koons Ave PLC
  - Add PLC Compact Logix 1769-L33ER
  - Add Power Supply 1769-PA2
  - Add (2) Digital Input Modules, 1769-IA16
  - Add (1) Digital Output Modules, 1769-OW16
  - Add (1) Analog Input Modules, 1769-IF8
  - Add (1) Analog Output Module, 1769-OF4
  - Add (1) End Cap 1769-ECR
  - Add (2) Ethernet Cables
  - Add (1) OIT PanelView Plus 7, Performance Touch Screen, 10 inch SVGA, AC power
  - Add 8-port Ethernet switch for panel communications



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[aimee@sosintegration.com](mailto:aimee@sosintegration.com)

- o Installation
  - o Labor to Install and rewire new cards.
  - o Labor to Install and wire PanelView Plus 7 Terminal
  - o Labor to rewrite PLC program, create touch screen program, field startup and documentation

Koons Ave PLC Package	\$17,100.00
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Fair Rd PLC Package

- o Fair Rd PLC
  - o Add PLC Compact Logix 1769-L33ER
  - o Add Power Supply 1769-PA2
  - o Add (1) Digital Input Modules, 1769-IA16
  - o Add (1) Digital Output Modules, 1769-OW16
  - o Add (1) Analog Input Modules, 1769-IF8
  - o Add (1) Analog Output Module, 1769-OF4
  - o Add (1) End Cap 1769-ECR
  - o Add (2) Ethernet Cables
  - o Add (1) OIT PanelView Plus 7, Performance Touch Screen, 10 inch SVGA, AC power
  - o Add 8-port Ethernet switch for panel communications
- o Installation
  - o Labor to Install and rewire new cards.
  - o Labor to Install and wire PanelView Plus 7 Terminal
  - o Labor to rewrite PLC program, create touch screen program, field startup and documentation

Fair Rd PLC Package	\$16,700.00
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Medina PLC and HMI Upgrade Total	\$ 54,150.00
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December 16, 2019  
Q219058  
Rev 2

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AKRON, OH 44311  
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[aimee@sosintegration.com](mailto:aimee@sosintegration.com)

Option 1: Spare Parts (optional)

- o PLC Compact Logix 1769-L33ER
- o Power Supply 1769-PA2
- o Digital Input Modules, 1769-IA16
- o Digital Input Modules, 1769-IQ16
- o Digital Output Modules, 1769-OW16
- o Add (1) Analog Input Modules, 1769-IF8
- o Add (1) Analog Output Module, 1769-OF4

OPTION 1 - Spare Parts	<b>\$5,916.00</b>
------------------------	-------------------

This quote is valid for a period of 120 days. If you have any questions concerning this quotation, please call.

Standard Terms and Conditions of Sale. We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

IN WITNESS WHEREOF, the undersigned individuals have executed this Buyers Agreement on the day and year set forth below.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

PO Number: \_\_\_\_\_

Options: \_\_\_\_\_

## REQUEST FOR COUNCIL ACTION

No. RCA 20-010-1/13

**FROM:** Keith H. Dirham  
Lori Bowers  
**DATE:** January 8, 2019  
**SUBJECT:** Reclassification of Account Clerk II to Accounts Payable Clerk,  
Amending Salary & Benefits Code 31.05 and 31.07

Committee: Finance

### SUMMARY AND BACKGROUND:

Respectfully request Council to replace the current Account Clerk II A/P position in the Finance department by renaming the position to an Accounts Payable Clerk and amending Salary & Benefits Code 31.05. Requesting this position to be reassigned to Pay Grade 8 with a 2019 pay range of \$21.07-\$26.89. This request will not add a position, simply replace the Account Clerk II A/P position in the Finance Department and compensate the employee for the responsibilities assigned.

The Account Clerk currently handling payables and purchasing responsibilities is paid at Pay Grade 5 A-F (\$18.20-\$23.23) (2019 rate). However, the current pay grade and job description do not accurately reflect the job responsibilities, which have evolved over the years making this job more complex. The classification of Account Clerk II is a general classification that covers several positions at City Hall, with an all-encompassing job description. Only three lines under "Essential Job Functions" apply to accounts payable.

The Accounts Payable Clerk is actually responsible for: setting up purchase orders (including researching and correcting any discrepancies/problems/errors along the way), paying invoices, setting up vendors, knowing internal policies/procedures, keeping the City in compliance with rules/regulations/laws, issuing 1099s, obtaining necessary paperwork and forms (W-9s, OPERS independent contractor waivers, etc.), backup payroll, purchasing and maintaining equipment for the Finance Department, managing City utilities, issuing customer refunds, managing purchasing accounts and credit cards, and assisting department heads with paperwork. All of this prior to the final step of cutting a check. This position requires accuracy and consistency, and has a direct impact on the outcome of annual audits. This position is one of two check writers for the City, a responsibility that should not be taken lightly. The other check writing position is payroll, a Pay Grade 9 position.

Job descriptions and pay rates from Wadsworth, Brunswick and Strongsville were reviewed, but reflect a high degree of variability. It is difficult to make an apples-to-apples comparison when each City Finance Department is structured so differently. For example, Wadsworth and Strongsville have two employees doing the job of one employee here in Medina. Additionally, it is not possible to know the particular nature and scope of responsibilities in the comparisons or the local rationale of these salary decisions.

Because of the difficulty of making a City-to-City comparison, other positions within the City of Medina were also reviewed:

- Payroll – Pay Grade 9
- Law Secretary – Pay Grade 9
- Finance Assistant at the Rec Center – Pay Grade 9
- Utility Billing – Pay Grade 8

THE CITY OF MEDINA  
JOB DESCRIPTION

**TITLE:** Account Clerk II

**REPORTS TO:** As assigned

**DEPARTMENT/DIVISION:** As assigned

**CIVIL SERVICES STATUS:** As assigned

**JOB STATUS:** Full-time

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The individual(s) in this classification perform a wide variety of clerical tasks relating to financial accounts and records. The work performed in this classification may involve account keeping, auditing and related tasks. Most problems are of a recurring nature with routine solutions that have been previously determined. In the case of unusual situations, such problems are referred to supervisors. Supervisors are available for consultation on routine problems and for detailed instruction on new assignments. Positions in this classification require considerable contact with the public and/or fellow employees.

**ESSENTIAL JOB FUNCTIONS:**

Maintains the City's ledgers.

Balances monthly accounts.

Processes purchase orders.

Prepares periodic or special reports relating to various accounts.

Assists Payroll Clerk in payroll process as necessary to meet deadlines and to cover for leaves or absences.

Checks vouchers and prepares checks for accounts payable.

Posts annual appropriation ordinances for current operating expenditures and balances.

Posts expenditures and receipts.

Assists Utility Billing Clerk as necessary to meet deadlines and to cover for leaves or absences.

Prepares and forwards department appropriation sheets.

Audits meter readings.

Generates records, accounting statements, vouchers and form letters.

Maintains master file of all commercial and industrial accounts served by the City Sanitation Department.

Computes hourly billing for sanitation charges including extensive monthly computation of additional billing for commercial and residential accounts.

Coordinates dumpster rentals including monthly billing for residential, commercial and contractor accounts. Schedules all Sanitation Department routes.

Issues snow plowing permits and water service connection permits.

Maintains records on private rubbish haulers including licensing.

Initiates computer forms to begin, discontinue or change utility service.

Quotes prices for water permits to contractors.

Schedules meter settings, service commencement and final readings for water service.

Takes calls concerning storm sewer and street problems and forwards information to the Street Department.

Maintains regular and consistent attendance.

Collects deposits as required.

Performs incidental clerical work as required.

Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.

#### **EDUCATION, TRAINING AND EXPERIENCE:**

Considerable clerical experience including clerical or accounting duties at an entry-level and high school diploma or GED, preferably supplemented by business school or college courses in accounting, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

#### **QUALIFICATIONS:**

##### **Knowledge of:**

- Office practices employed in keeping fiscal accounts and records;
- Office terminology and equipment;
- Business arithmetic; and
- Proper grammar.

##### **Skilled in:**

- Typing; and
- Personal computer use.

**Ability to:**

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone;
- Understand and follow complex oral and written instructions;
- Provide administrative support to Department personnel; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend a large portion of the working day at a desk or computer station. The position includes a high incidence of interaction with citizens, government officials, and other municipal employees, occasionally under stressful conditions.

**WORKING CONDITIONS:**

May be required to work outside normal business hours including weekends, evenings and holidays.

**EQUIPMENT USED:**

**ADDITIONAL REQUIREMENTS:** The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

EMPLOYEE ACKNOWLEDGMENT: \_\_\_\_\_

DATE: \_\_\_\_\_

- Administrative Assistant, Police – Pay Grade 8
- Building Permit Technician – Pay Grade 7
- Community Development Administrative Assistant – Pay Grade 7
- Accounts Receivable – Pay Grade 5
- Part Time Account Clerk in Finance – Pay Grade 5
- Part Time Clerk in Community Development – Pay Grade 5
- Part Time Clerk in Law – Pay Grade 5

Based on the job responsibilities and volume of work, a Pay Grade 8 classification would be more appropriate for the Accounts Payable classification, and falls in line with other specialized positions within the City. And since this position is also a backup for payroll, it makes sense to close the large gap between the two levels.

Since 2017, we have had a very difficult time keeping this position filled with a qualified employee. We feel that the current pay band is a large part of the issue. During our interview process, we discovered that the salary was a concern for many applicants. We had a few top candidates turn down the position due to the pay. Between May of 2017 and January of 2019, we have had 6 people in the AP position. Each time we need to fill this position, it puts the Finance Department in a very difficult position with employees needing to handle multiple jobs to keep employees and vendors paid on time. The Accounts Payable position has been stable for the last year, however we are concerned that the current employee may choose to leave for a higher compensated position. Our current employee is an excellent fit for our department and we feel she deserves to be compensated for her efforts as well as for the pay to be reflective of the job duties.

Based on all information available, there is a sufficient basis to support a change to the pay grade/ steps and job description of this position in the Finance Department. We respectfully request Council to reclassify the current Account Clerk II A/P position, by renaming the position as an Accounts Payable Clerk in the Finance Department and amending Salary & Benefits Code 31.05. This is an unclassified position not covered by civil service rules, yet the Civil Service Commission has reviewed the job description and has asked Law Director Huber to review. Both have approved to adopt the job description as presented with City Council approval which would amend Salary & Benefits Code 31.07.

The current employee would move from 5C to 8A which would be an increase of \$2,080.00 for 2020. No additional appropriation would be needed to cover this change. The Finance Department would be able to cover the change with carryforward.

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No. 001-0703-50111
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. No \_\_\_\_\_

**Emergency Clause Requested:** No  
**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**  
**Council Action Taken:**

**Ord./Res.**  
**Date:**

Proposed

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Accounts Payable Clerk

**REPORTS TO:** Finance Director, Deputy Finance Director

**DEPARTMENT/DIVISION:** Finance Department

**CIVIL SERVICE STATUS:** Unclassified

**JOB STATUS:** Full time

**EXEMPT STATUS:** Non-exempt

**NATURE OF WORK:**

Performs a wide variety of tasks relating to financial accounts and records. The work performed in this classification may involve account record keeping, auditing, and related tasks. Duties performed require skills in clerical services, computer use, typing, and other general office tasks. The individual in this classification will regularly interact with the public, vendors, City officials and City employees. Work is performed under the general direction of the Finance Director or Deputy Finance Director.

**ESSENTIAL JOB FUNCTIONS:**

- Process purchase orders
- Set up vendors, obtain necessary paperwork and forms
- Pay invoices/prepare checks
- Issue customer refunds/prepare checks
- Issue 1099s
- Monitor City utility bills
- Manage purchasing accounts and credit cards
- Make purchases and maintain equipment for the Finance Department
- Assist in City's annual audit
- Assist Payroll Clerk in payroll process as necessary, and cover for leaves or absences
- Assist customers at payment window as necessary, and cover for leaves or absences
- Assist department heads as necessary
- Maintain City's ledgers
- Generates records, accounting statements, vouchers and form letters
- Performs clerical work as required
- Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.
- Maintains regular and consistent attendance.

**EDUCATION, TRAINING AND EXPERIENCE:**

Considerable clerical experience including clerical or accounting duties. High school diploma or GED is required, preferably supplemented by business school or college courses in accounting, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

**QUALIFICATIONS:**

Knowledge of:

- Office practices employed in keeping fiscal accounts and records;
- Office terminology and equipment; and
- Business arithmetic and proper grammar.

Skilled in:

- Maintaining accurate records; and
- Typing and personal computer use

Ability to:

- Communicate effectively in writing and orally with co-workers, supervisors and the general public in person or over a telephone;
- Understand and follow complex oral and written instructions;
- Operate standard office equipment, including but not limited to personal computer, fax and copy machines, telephone, and printers; and
- Maintain a high level of accuracy and consistency.

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend a large portion of the working day at a desk or computer station. The position includes a high incidence of interaction with citizens, vendors, government officials, and other municipal employees, occasionally under stressful conditions.

**WORKING CONDITIONS:**

May be required to work outside normal business hours, including weekends, evenings and holidays.

**EQUIPMENT USED:**

**ADDITIONAL REQUIREMENTS:**

The above information in this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees assigned to this job. The employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

**EMPLOYEE ACKNOWLEDGMENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

ok  
D. Harned  
1-7-2020

# REQUEST FOR COUNCIL ACTION

No. RCA 20-011-1/13  
Committee: Finance

FROM: Nino Piccoli, Service Director  
DATE: January 3, 2020  
SUBJECT: 2020 Material Bids

## SUMMARY AND BACKGROUND:

I hereby respectfully request council's consideration to advertise and bid for the furnishing of one (1) year's supply of materials for various departments to include the maintenance of the streets and water lines, street salt, city properties, the various chemical supplies for the treatment of drinking water, and water meters.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

REQUEST FOR COUNCIL ACTION

ok  
Art Harnett  
1-2-2020  


NO. RCA 20-012-1/13

FROM: Greg Huber, Patrick Patton

COMMITTEE

DATE: January 7, 2020

REFERRAL: Finance

SUBJECT: Grant Request for Project #1063: Medina Municipal Airport: Remark Airfield

This request is for Council's authorization to submit a grant application with the Ohio Department of Transportation Office of Aviation (ODOT Aviation) for the Extension of the North-South Taxiway at Medina Municipal Airport. This grant will fund up to 95% of the costs for construction and construction administration.

The estimated costs for this work is as follows:

item	TOTAL COST	ODOT Share	City Share
Design and Plan Preparation	\$39,000	\$37,050	\$1,950
Construction	\$22,500	\$21,375	\$1,125
Construction Administration and ALP Plan Update	\$101,000	\$95,950	\$5,050
TOTAL	\$162,500	\$154,375	\$8,125

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

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (\$8,125).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ok  
By Howell  
1-7-2020

NO. PCA 20-013-1/13

REQUEST FOR COUNCIL ACTION

FROM: Greg Huber, Patrick Patton 

DATE: January 7, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: Delta Airport Consultants Task Order #3: Engineering Project #1063: Remark Airfield

In 2019 year City Council approved Ordinance 96-19 which authorized a professional services agreement with Delta Airport Consultants, Inc. This request asks for approval of Task Order #3 for that agreement.

As noted on the attached, the total fee for this Task Order is \$31,000. The City will be submitting grant application to the Ohio Department of Transportation Office of Aviation to provide up to 95% of the costs for this service. The costs for this work would thus be shared as follows:

item	TOTAL COST	ODOT Share	City Share
Construction Administration and ALP Plan Update	\$31,000	\$29,450	\$1,550

Thank you for your consideration.

ESTIMATED COST: \$31,000

SUGGESTED FUNDING: 547-0658-54411

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number: 547-0658-54411

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



December 16, 2019

Mr. Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

**Subject:** Task Order No. Three (3)  
Remark Airfield Design and Bidding  
Medina Municipal Airport  
City of Medina

Dear Mr. Patton:

Please find enclosed two (2) executed copies of proposed Task Order No. Three (3) to our Agreement for Professional Services between the City of Medina and Delta Airport Consultants, Inc. The Task Order provides design and bidding phase services to remark the airfield at the Medina Municipal Airport.

Per the Ohio Department of Transportation Office of Aviation (ODOT OA) FY2020 Airport Grant Program Notice of Project Approval (NPA), up to 95 percent of the costs of this Task Order are eligible for reimbursement from the ODOT OA. Services are included with this Task Order to assist you to apply for and receive up to 95% reimbursement for costs associated to this Task Order.

The total fee for this design and bidding phase is \$31,000. If the Task Order is acceptable to the Owner, please sign each original copy, keep one (1) for your files, and return one (1) for our files.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

**Steven A. Potoczak**  
Project Manager

Enclosures: 1. Task Order No. Three (3) – Two (2) copies  
cc: Mr. Greg Huber, City of Medina  
Reference: Delta Project No. 19077

**TASK ORDER NO. 3  
PROFESSIONAL SERVICES AGREEMENT**



PROJECT: Remark Airfield

AIRPORT: Medina Municipal Airport

DELTA PROJECT NO.: 19077

DATE OF ISSUANCE: December 12, 2019

ATTACHMENTS: 1) Scope of Services  
2) Estimated Plan Sheets

METHOD OF PAYMENT: Design thru Bidding - Lump Sum

TASK ORDER AMOUNT: \$ 31,000

CONTRACT TIME: 30 Days to Complete this Task Order

PROJECT DESCRIPTION: ▪ Remark Runway, Taxiway, Hangar and Ramp Area

*The original Agreement for Professional Services between the City of Medina (OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Medina Municipal Airport dated June 24, 2019, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.*

**ACCEPTED:**

by: *Kenneth W. Moody*

Kenneth W. Moody, P.E., C.M. Digitally signed by Kenneth W  
Vice President Moody  
Delta Airport Consultants, Inc. Date: 2019.12.16 10:15:37 -05'00'  
20545 Center Ridge Road #450  
Cleveland, OH 44116

**APPROVED:**

by: \_\_\_\_\_

Dennis Hanwell  
Mayor  
City of Medina  
132 N. Elmwood Ave.  
Medina, OH 44256

**ATTACHMENT 1  
SCOPE OF SERVICES**



Remark Airfield  
Medina Municipal Airport  
Delta Project No. 19077

December 12, 2019

PHASE	DETAILED TASKS
SCHEMATIC DESIGN (SD)	Scope of Services and Contract Project Correspondence Design Meetings / Site Visits
CONSTRUCTION DOCUMENTS (CD)	Final Estimates Final Specifications Quality Control and Design Review Reimbursement Requests
BIDDING (BD)	Bid Preparation, Advertisement, Distribution Bidder Questions, Answers, & Addenda Bid Tabulation Coordinate Award

**ITEMS NOT INCLUDED IN SCOPE:** Construction Administration Services to be Under a Separate Task Order  
 Attending Pre-Bid Meeting  
 Attending Bid Opening



Remark Airfield  
Medina Municipal Airport  
Delta Project No. 19077

December 12, 2019

		Base Scope	Schematic	Design Development	Construction Documents
DISCIPLINE	SHEET DESCRIPTION	# OF SHEETS	SHEETS INCLUDED		
GENERAL	Cover Sheet	1			•
	General Layout	1			•
	General Notes	1			•
PHASING	Phasing and Work Area Layout	1			•
	Phasing Notes	1			•
	Phasing Details	1			•
CIVIL	Marking & Grooving Layout	6			•
	Marking Details	2			•
<b>GRAND TOTAL</b>		14			

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-014-1/13  
*Finance*

**FROM:** Nino Piccoli Service Director

**DATE,** January 7, 2020

**SUBJECT:** EXPENDITURE APPROVAL

**SUMMARY AND BACKGROUND:** *\$70,000*

Respectfully requesting Council's authorization for a Purchase Order for Lake County Sewer Co. in the amount of ~~\$65,000.00~~. This expenditure will be used in the Street department for the repairs on the City Storm Sewer system.

*\$70,000*  
**Suggested Funding:** ~~\$65,000~~

- Sufficient funds in Account No. 102-0620-53319
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- **NEW APPROPRIATION** needed in Account No. \_\_\_\_\_

**Emergency Clause Requested:** NO  
**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-015-1/13  
Finance

**FROM:** Nino Piccoli Service Director

**DATE:** January 7, 2020

**SUBJECT:** Expenditure Approval

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization for a Purchase Order for Signal Service Company in the amount of \$50,000.00. This expenditure will be used for emergency repairs and maintenance to the City Traffic system.

**Suggested Funding: \$50,000**

- Sufficient funds in Account No. 102-0145-53321
- Transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested:**

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**