

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

January 27, 2020
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (January 13, 2020)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Council appointment.

Income Tax Review Board – Keith Hughes – (exp. 12/31/22)

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a new D-1 permit to Grab N Go Firewood LLC, dba Grab N Go Beverage and Market, 236B N. State Rd. & Patio, Medina.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 13-19

An Ordinance amending Section 917.04 (A) of the Codified Ordinances of the City of Medina, Ohio relative to the Water Rates.

Ord. 14-20

An Ordinance adopting a Sexual Offender Plan of Action Policy for the Medina Community Recreation Center.

Ord. 15-20

An Ordinance authorizing the Mayor to enter into a three-year contract with Rea & Associates, Inc. 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.

(emergency clause requested)

Ord. 16-20

An Ordinance authorizing the payment of \$40,000.00 to Jenmet Construction, LLC for the Private Home Rehabilitation at 1843 Berkshire Dr., Brunswick as part of the PY18 CHIP Grant Program.

(emergency clause requested)

Ord. 17-20

An Ordinance authorizing the expenditure of \$50,000 to Signal Service Company for the Street Department.

Ord. 18-20

An Ordinance authorizing the expenditure of \$70,000 to Lake County Sewer Co. for the Street Department.

Ord. 19-20

An Ordinance authorizing the expenditure to SOS Integration for PLC Upgrades for the Water Pump Stations and Tower for the Water Department.

Ord. 20-20

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for a one year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters to be used by various departments of the City of Medina.

Res. 21-20

A Resolution authorizing an application for grant assistance from the Ohio Department of Transportation Office of Aviation, for the Medina Municipal Airport, Remark Airfield Project.

Ord. 22-20

An Ordinance authorizing the Mayor to enter into Task Order #3 to the Agreement with Delta Airport Consultants, Inc. for professional services at the Medina Municipal Airport relative to Project #1063: Remark Airfield.

Ord. 23-20

An Ordinance amending Sections 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Finance Department, and creating the position and accepting the job description of Accounts Payable Clerk.

Medina City Council
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Ord. 24-20

An Ordinance amending Sections 31.02 and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Municipal Court Probation Officer / Group Facilitator position.
(emergency clause requested)

Ord. 25-20

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to the 2020 Budget)

Ord. 26-20

An Ordinance authorizing the Finance Director to make certain Fund Transfers.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, January 13, 2020

Opening:

Medina City Council met in regular, open session on Monday, January 13, 2020. The meeting was called to order at 7:30 p.m. by President of Council John Coyne. Cub Scout Pack #3514 from Prince of Peace Evangelical Church and Pack #3507 from Arrow of Light Webelows lead in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Lt. Birckbichler, Chief Painter, Kimberly Marshall, Jansen Wehrley, Dan Gladish, Mike Wright, and Jonathan Mendel.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on December 9, 2019 and the organizational meeting on January 7, 2020 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to council tonight and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Simpson stated he is planning on having a meeting prior to the next Finance Meeting on January 27th starting between 5 p.m. and 5:30 p.m. with an update from the Sanitation Department and Fire Department.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb stated no meeting is scheduled. Mr. Lamb is doing some background work on the issue of Medical Marijuana and City Employees. He plans on having a meeting soon on the discussion of feeding wild animals.

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

Water & Utilities Committee: Mrs. Hazeltine referred to Mr. Simpson since she was not at the last meeting. Mr. Simpson stated water increases were discussed at the last meeting that will take effect in July 2020. Looking to schedule a meeting sometime in February.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

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.

Medina City Council
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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.

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported

- 1) Parking Deck - Construction of parking deck south of Medina City Hall ceased for winter. Long term lots will be available at Castle Noel lot; Feckley lot on north side of Thyme2; County Courthouse parking deck; County Administration lot extension off E. Liberty Street; parking lot between W. Liberty and W. Washington with Huntington bank drive through; Municipal Court lot is available on weekends and evenings; 3 hour lots were established at open areas of lot between Sullys and Porters as well as lot at the southeast corner of Elmwood and W. Liberty. Customer parking along West Friendship adjacent to Medina County Historical Society. 2 handicap spaces outside NW doors of Medina City Hall.
- 2) Utility drop boxes and post office mailbox moved to Municipal Court lot; mini library was placed at 3 hour lot at SE corner of Elmwood and W. Liberty;
- 3) Monday, January 20, 2020 at 7 p.m. - MLK Celebration at St. Matthews Lutheran Church located at 400 North Broadway St., Public welcome!
- 4) Healthy Business Council of Ohio awarded Healthy Ohio Worksite awards- <300 - City of Medina- I will be going to Columbus Thursday, January 23, 2020 to accept award for city!
- 5) Sunday January 26, 2020 at 2 p.m. Medina Community Band will have their winter concert at Medina High School Middle Auditorium, 777 East Union St., - Free event to public.
- 6) Annual Four Chaplains Service will be held Wednesday, February 5, 2020 at 7 p.m. at St. Francis Xavier Church, 606 East Washington Street.

Keith Dirham, Finance, Mr. Dirham stated there are several items on the agenda tonight that we will go over. The water increase will be discussed next meeting.

Greg Huber, Law Director, had no report.

Lt. Birckbichler, Police Department, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, had no report.

Mike Wright, Rec. Center Director, Mike wanted to thank all of the community that came out to our Open House on Saturday. It was a great event with a large number of people who took advantage of the free day and the festivities. We also had a food drive for Feeding Medina County from 9 a.m. – 2 p.m. where each food item brought in was a free entry into the facility and we collected 275 items. I would also like to thank the Medina Sunrise Rotary and Costco for helping sponsor the event. Lastly, the next Rec Advisory Committee meeting will be this Thursday, January 16th at 7:30 a.m. at the recreation center.

Jansen Wehrley, Parks and Recreation Director, reported that they were recently notified by the Ohio Department of Natural Resources that they've received grant funding through the Clean Ohio Trails Fund for the East Reagan Parkway multi-purpose path connector trail. This will be an addition of .42 miles of ten foot wide asphalt trail on south side of East Reagan Parkway from Larkens Way to North Court Street that will link the existing multi-purpose trails from Lake Medina all the way to the business district along US 42 from Fenn Road to Harding. Jansen is excited about this as the project will cost approximately \$260,000.00 with the grant covering \$195,000.00 of that.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, reported an intersection upgrade going on at South Elmwood and Lafayette, this will not require any kind of road closure and should only take a week or two to complete. Your patience is appreciated.

Nino Piccoli, Service Director, had no report.

Motion by Council to authorize designee for public records training;

Mr. Shields moved to designate Clerk of Council, Kathy Patton to act as the Mayor and Council's designee to attend public records training as required by Sections 149.43 and 109.43 of the Ohio Revised Code, seconded by Mr. Simpson. Motion passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Confirmation of Council Appointments

Audit Committee – Bert Humpal – Accounting Rep. (exp. 12/31/23)
Bruce Gold – Business Rep. (exp. 12/31/23)
NOACA – Patrick Patton (2020) Alternate
Robert Patrick (2020) Wadsworth
TID Representative – Patrick Patton (2020)
Nino Piccoli (2020) Alternate

MCDAC Board – Chief Ed Kinney (2020) Alternate

Strategic Plan Objectives – Balanced Development – Jessica Hazeltine

Mr. Shields moved to confirm the council appointments, seconded by Mr. Simpson. Motion Passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Confirmation of Mayor’s Appointments

Board of Building Code Appeals – Bill Stuchal (Engineer) - exp. 12/31/23

Mr. Shields moved to confirm the mayor’s appointment, seconded by Mr. Simpson. Motion Passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

Notices, Communications and Petitions

Liquor Permit:

Mr. Shields moved not to object to the issuance of a D-2 and D-3 permit to Echelon Independent Living Operations, LLC, dba Echelon Independent Living, 629 N. Huntington Street. Motion seconded by Mr. Simpson and approved by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Liquor Permit:

Mr. Shields moved not to object to the issuance of a C-1 and C-2 permit to First Floor Exchange LLC, dba 1904 Brews 320 S. Court St., Suite 101. Motion seconded by Mr. Simpson and approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Unfinished Business:

None

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 001-20:

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Recreation Center Aquatics Manager paygrade. Mr. Shields moved for the adoption of Ordinance/Resolution No. 001-20, seconded by Mr. Simpson. This is a request to decrease the Aquatics Managers starting pay grade from a 13A to an 11A. We had decreased this a few years ago and said that if the position became vacant, we would reduce it again to have it more in line with the (OPRA) Ohio Parks and Recreation Association salary ranges for this position. The Aquatics Manager retired as of Jan 3rd so this is the time we would like to make the change. We hope to have the position filled sometime in Feb. The roll was called and Ordinance/Resolution No. 001-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger,

B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 002-20:

An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to the City of Medina Association Memberships. Mr. Shields moved for the adoption of Ordinance/Resolution No. 002-20, seconded by Mr. Simpson. Mrs. Marshall stated this would be a city wide membership and the annual fee is \$550.00 the Ohio Aviation Association is a non-profit Corporation committed to airport development and safety in Ohio. Stacey Heating is their executive director presented information on the Association which represents general aviation cargo and commercial service airports across the state and also discussed the benefits of joining and the lack of international flights out of Cleveland Hopkins International Airport and how this negatively impact economic growth in North East Ohio.

Mayor Hanwell stated the second membership is the Healthy Business Council of Ohio and this is the group that awarded the city the Gold Standard for our Healthy Medina Program and there is no cost to join and it permits folks with healthy work place programs to interact and share ideas with each other. Mayor feels it would be helpful for the city to be a part of this. The roll was called and Ordinance/Resolution No. 002-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Res. 003-20:

A Resolution requesting the County Auditor to make tax advances during the year 2020 pursuant to Ohio Revised Code Section 321.34. Mr. Shields moved for the adoption of Ordinance/Resolution No. 003-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 003-20, seconded by Mr. Simpson. Mr. Dirham stated they have to officially request these in order to get advances on the property taxes that are collected by the county. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb. The roll was called and Ordinance/Resolution No. 003-20 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Ord. 004-20:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2020 Concrete Pavement General Services Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 004-20, seconded by Mr. Simpson. Mr. Patton stated this program they've used historically in the past primarily for their sidewalk repairs program and also used for emergency pavement repairs as necessary. The roll was called and Ordinance/Resolution No. 004-20 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 005-20:

An Ordinance authorizing the Mayor to solicit Request for Proposals (RFP's) for consultant services and to award a contract for the creation of a new Comprehensive Plan for the City of Medina. Mr. Shields moved for the adoption of Ordinance/Resolution No. 005-20, seconded by Mr. Simpson. Current City Comprehensive Plan is about 12 years old, much has changed in the

City of Medina between 2007 when it was enacted and 2019 when we started this process to update it. Mr. Coyne stated this will be in the Special Legislation Committee and asked Mr. Lamb for any comments, Mr. Lamb stated the Comprehensive Plan is a singularly important plan for the city in order to operate generally over a long period of time. It has a real impact on decisions that we make or what we consider when we make the decisions. The roll was called and Ordinance/Resolution No. 005-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

Res. 006-20:

A Resolution authorizing the filing of an application for grant assistance from the Ohio History Connection for a Certified Local Government Grant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 006-20, seconded by Mr. Simpson. Mr. Mendel stated this is a grant program that is available through the state Historic Preservation Office called Certified Local Government and plays into communities that have historic preservation staff and regulations on the books that help preserve important history and heritage of the city. This application would have us be in partnership with Heritage Ohio which is a private non-profit that manages Main Street programs in the State of Ohio and this is in order to do an old house fair in the City of Medina. The roll was called and Ordinance/Resolution No. 006-20 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Ord. 007-20:

An Ordinance authorizing an expenditure not to exceed \$66,500.00 to Epic Aviation LLC for the purchase of Jet-A Fuel at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 007-20, seconded by Mr. Simpson. Mr. Dirham stated that the amount is based on what they have spent in the past years but he wanted to warn on fuel prices fluctuating and they resell this fuel. The roll was called and Ordinance/Resolution No. 007-20 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Ord. 008-20:

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to accepting the revised job description for the Police Administrative Assistant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 008-20, seconded by Mr. Simpson. Lt. Birckbichler stated with a pending retirement of their current administrative assistant, they reviewed her job description and realized many tasks are not on the current job description and they are asking council to approve the updated job description. The roll was called and Ordinance/Resolution No. 008-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 009-20:

An Ordinance amending Section 153.01(c) of the Codified Ordinances of the City of Medina, Ohio relative to the Civil Service Commission. Mr. Shields moved for the adoption of Ordinance/Resolution No. 009-20, seconded by Mr. Simpson. Mayor Hanwell stated this is for an increase, they have 3 Civil Service commissioners, we split the task of the Civil Service Commission with Medina City Schools, and they are responsible for the hiring of all Civil Service

positions, both in the City of Medina and Medina City Schools. Pay for the commissioners they meet at least once a month with emergency meetings that may arise and they are paid individually \$500.00 annually for those meetings. This rate of \$500.00 was established by ordinance 274-05 which passed in 2005. Mayor Hanwell would like to increase to \$650.00. The carryforward in the Civil Service budget will cover this so that we don't need an increase in the budget. Effective January 1, 2020. The roll was called and Ordinance/Resolution No. 009-20 passed by the yeas votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 010-20:

An Ordinance amending the agreement with Lafayette Township Trustees for Community Policing Law Enforcement Services in its jurisdiction. Mr. Shields moved for the adoption of Ordinance/Resolution No. 010-20, seconded by Mr. Simpson. Mr. Dirham stated this is a clarification that the payment will be net proceeds of their levy. The roll was called and Ordinance/Resolution No. 010-20 passed by the yeas votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Ord. 011-20:

An Ordinance amending Ordinance No. 105-19, passed July 8, 2019 relative to bidding and awarding a contract to the successful bidder for the South Broadway Street Reconstruction Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 011-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 011-20, seconded by Mr. Simpson. Mr. Patton stated that shortly after they passed this ordinance the county contacted him and requested that we add to the project the complete replacement of the sanitary sewer line and we agreed to do that. We did the engineering design in house and that of course increased the cost of the project which the county is going to cover and is referenced in the next ordinance. Emergency clause is requested and the sooner we get this bid the better. The roll was called on adding the emergency clause and was approved by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb. The roll was called and Ordinance/Resolution No. 011-20 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 012-20:

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners relative to the sanitary sewer construction on South Broadway Street in the City of Medina. Mr. Shields moved for the adoption of Ordinance/Resolution No. 012-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 012-20, seconded by Mr. Simpson. Mr. Patton stated he was contacted today by the county regarding this and they requested the emergency clause because they would like to take it to the commissioners at their meeting on January 21st. The roll was called on adding the emergency clause and was approved by the yeas votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 012-20 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Council Comments:

Mr. Simpson spoke to the cub scouts in attendance tonight stating that all of them on council, whether they agree with each other or disagree with each other sometimes, they always do it with respect and kindness and he asks them and the community when going through your daily lives, just remember to be kind to one another it is so important at this time in your life and in his life – just be kind.

Mrs. Hazeltine stated it makes her so happy to see all the young people here in the audience and the reason is whether you were dragged here or want to be here, right now you get to see the change that you can make in our community. These are the change makers and you can be one of them. She stated she is excited to see you all here and observing our local government.

Mr. Lamb stated it is always nice to hear Mr. Simpson speak because when he speaks it is sincere and from the heart and it is important to hear that we do all get along, we may not agree on all issues but we work toward resolving a goal. Beside the personalities that exist here that make that possible and the work of the administration, he has always been convinced that the real strength of this community and this government lies in the fact that we are non-partisan, meaning that we are not one political party or the other. Privately each of them are, but here they are non-partisan and so that doesn't play into the discussions they have or effect their resolve to come up with good decisions for the community at large.

Mr. Coyne thanked the scouts for coming and hopes they learned something about their community.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:07 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

3304053 PERMIT NUMBER		N TYPE	GRAB N GO FIREWOOD LLC DBA GRAB N GO BEVERAGE & MARKET 236B N STATE RD & PATIO MEDINA OH 44256	
01 15 2020 ISSUE DATE				
01 15 2020 FILING DATE				
D1 PERMIT CLASSES				
52 TAX DISTRICT	077 C	C60522 RECEIPT NO.		

FROM 01/17/2020

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



MAILED 01/17/2020 RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/18/2020

IMPORTANT NOTICE

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

(MUST MARK ONE OF THE FOLLOWING)

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

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

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

(Signature) _____	(Title)- <input type="checkbox"/> Clerk of County Commissioner	(Date) _____
	<input type="checkbox"/> Clerk of City Council	
	<input type="checkbox"/> Township Fiscal Officer	

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

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number

3304053

Permit Name / DBA

Member / Officer Name

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 3304053; Name: GRAB N GO FIREWOOD LLC; DBA: DBA GRAB N GO BEVERAGE & MARKET; Address: 236B N STATE RD & PATIO MEDINA 44256		
DAVID R TEPER		CEO

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

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ORDINANCE NO. 13-19

AN ORDINANCE AMENDING SECTION 917.04 (A) 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 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 st 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

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 7/1/2019 (5.0279%)	Bills Rendered 7/1/2020 (4.2553%)	Bills Rendered 7/1/2021 (3.5714%)
(a) Customers whose meters are read monthly:			
1 st 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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 14-20

AN ORDINANCE ADOPTING A SEXUAL OFFENDER PLAN OF ACTION POLICY FOR THE MEDINA COMMUNITY RECREATION CENTER.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

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). 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 Recreation Center Director and/or Parks 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 Recreation Center Director and/or Parks 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 Manager on Duty 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.**

ORDINANCE NO. 15-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THREE-YEAR CONTRACT WITH REA & ASSOCIATES, INC. 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, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a three-year contract with Rea & Associates, Inc. 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.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the 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 and will be available in Account No. 001-0707-52226.
- SEC. 4:** That fees for additional accounting services, 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.
- SEC. 5:** That a copy of the contract is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 6:** 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. 7: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that preparation of the CAFR has begun in order to meet filing deadlines; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 15-20
Exh. A



Rea & associates

Accounting & Financial Services

September 6, 2019

Mr. Dennis Hanwell, Mayor
Mr. Keith Dirham, Finance Director
City of Medina
123 Elmwood 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.

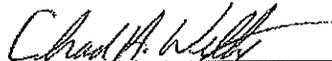
This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City of Medina, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

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

ORDINANCE NO. 16-20

AN ORDINANCE AUTHORIZING THE PAYMENT OF \$40,000.00 TO JENMET CONSTRUCTION, LLC FOR THE PRIVATE HOME REHABILITATION AT 1843 BERKSHIRE DR., BRUNSWICK AS PART OF THE PY18 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the payment of \$40,000.00 is hereby authorized to Jenmet Construction, LLC for the private home rehabilitation at 1843 Berkshire Dr., Brunswick as part of the PY18 CHIP Grant Program, Activity #AC-18-06.
- SEC. 2:** That the funds to cover this payment in the amount of \$40,000.00 are available in Account No. 139-0458-52215.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 17-20

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$50,000 TO SIGNAL SERVICE COMPANY FOR THE STREET DEPARTMENT.

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

SEC. 1: That the expenditure of \$50,000.00 is hereby authorized to Signal Service Company for the Street Department

SEC. 2: That the funds to cover this expenditure in the amount of \$50,000.00 are available in Account No. 102-0145-53321.

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

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

SEC. 5: That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 18-20

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$70,000 TO LAKE COUNTY SEWER CO. FOR THE STREET DEPARTMENT.

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

SEC. 1: That the expenditure of \$70,000.00 is hereby authorized to Lake County Sewer Co. for the Street Department

SEC. 2: That the funds to cover this expenditure in the amount of \$70,000.00 are available in Account No. 102-0620-53319.

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

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

SEC. 5: That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 19-20

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO SOS INTEGRATION FOR PLC UPGRADES FOR THE WATER PUMP STATIONS AND TOWER FOR THE WATER DEPARTMENT.

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

SEC. 1: That the expenditure of \$60,100.00 is hereby authorized to SOS Integration for PLC upgrades for the water pump stations and tower for the Water Department.

SEC. 2: That the funds to cover this expenditure in the amount of \$60,100.00 are available in Account No. 513-0533-53315.

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

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

SEC. 5: That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 20-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR A ONE YEAR SUPPLY OF THE VARIOUS KINDS OF MAINTENANCE MATERIALS NEEDED FOR THE STREETS AND WATER LINES, INCLUDING BUT NOT LIMITED TO SALT, THE CHEMICALS FOR USE IN THE TREATMENT OF WATER, AND WATER METERS TO BE USED BY THE VARIOUS DEPARTMENTS OF THE CITY OF MEDINA, OHIO.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for a one year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters, to be used by the various departments of the City of Medina in accordance with specifications on file in the office of the Mayor.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 21-20

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION FOR THE MEDINA MUNICIPAL AIRPORT, REMARK AIRFIELD PROJECT.

WHEREAS: The City of Medina, Ohio intends to apply to the Ohio Department of Transportation Office of Aviation for Project #1063, Remark Airfield at Medina Municipal Airport.

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

SEC. 1: That the Council of the City of Medina, Ohio hereby approves the filing an application for grant assistance to the Ohio Department of Transportation Office of Aviation for Project #1063, Remark Airfield at the Medina Municipal Airport.

SEC. 2: That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application with the appropriate authority and to provide all information and documentation required in the application process.

SEC. 3: That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the Ohio Department of Transportation Office of Aviation for the implementation and administration of the Grant.

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

SEC. 5: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 22-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO TASK ORDER #3 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES AT THE MEDINA MUNICIPAL AIRPORT RELATIVE TO PROJECT #1063: REMARK AIRFIELD.

WHEREAS: The City sought proposals from qualified engineers to perform certain engineering services for the Medina Municipal Airport; and

WHEREAS: Ordinance No. 96-19, passed June 24, 2019, authorized an agreement with Delta Airport Consultants, Inc. to perform certain engineering services for projects during the calendar years 2019 and 2020; and

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into Task Order #3 to the Agreement with Delta Airport Consultants, Inc. relative to Project #1063: Remark Airfield at the Medina Municipal Airport

SEC. 2: That that a copy of the Task Order is marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 4: That the funds to cover this order, in the amount of \$31,000.00, are available as follows: \$29,450.00 in Account No. 109-0658-54411 (grant) and \$1,550.00 in Account No. 547-0658-54411 (city share).

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date – February 27, 2020



**DELTA AIRPORT
CONSULTANTS, INC.**

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**



**DELTA AIRPORT
CONSULTANTS, INC.**

ORD. 22-20
EKH.A

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.
Vice President
Delta Airport Consultants, Inc.
20545 Center Ridge Road #450
Cleveland, OH 44116

Digitally signed by Kenneth W
Moody
Date: 2019.12.16 10:15:37 -05'00'

APPROVED:

by: _____

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

**ATTACHMENT 1
SCOPE OF SERVICES**



**DELTA AIRPORT
CONSULTANTS, INC.**

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			•
GRAND TOTAL		14			

ORDINANCE NO. 23-20

AN ORDINANCE AMENDING SECTIONS 31.05 AND 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE FINANCE DEPARTMENT, AND CREATING THE POSITION AND ACCEPTING THE JOB DESCRIPTION OF ACCOUNTS PAYABLE CLERK.

WHEREAS: Section 31.05 of the Salaries and Benefits Code pertaining to the Finance Department presently reads as follows:

FINANCE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Director of Finance	Sec. 31.01
1	Deputy Director of Finance	15 A-F
1	Payroll Clerk	9 A-F
1	Utility Billing Clerk	8 A-F
1	Account Clerk II (A/P)	5 A-F
1	Account Clerk II (Cashier)	5 A-F
1	Clerk (part-time)	Sec. 31.02(B)(3)

Ord. 273-05, 85-17, 115-17

WHEREAS: Section 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows relative to the Finance Department:

SCHEMATIC LIST OF CLASSES

Accounting, Fiscal and Related

Utility Billing Clerk	105
Account Clerk II	110
Payroll Clerk	115
Deputy Finance Director	120
Court Reporter	210
Probation Officer	240
Chief Probation Officer	245
Assignment Commissioner	250

(Ord. 247-06, 26-07)

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

SEC. 1: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Finance Department:

FINANCE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Director of Finance	Sec. 31.01
1	Deputy Director of Finance	15 A-F
1	Payroll Clerk	9 A-F
1	Utility Billing Clerk	8 A-F
1	Account Clerk II (A/P) Accounts Payable Clerk	5 A-F 8 A-F
1	Account Clerk II (Cashier)	5 A-F
1	Clerk (part-time)	Sec. 31.02(B)(3)

Ord. 273-05, 85-17, 115-17, **23-20**

SEC. 3: That Section 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to Public Safety:

SCHEMATIC LIST OF CLASSES

Accounting, Fiscal and Related

Utility Billing Clerk	105
Account Clerk II	110
Accounts Payable Clerk	112
Payroll Clerk	115
Deputy Finance Director	120
Court Reporter	210
Probation Officer	240
Chief Probation Officer	245
Assignment Commissioner	250
(Ord. 247-06. 26-07, 23-20)	

SEC. 4: That in accordance with Section 31.07, the job description for Accounts Payable Clerk is hereby accepted and approved; marked Exhibit B, attached hereto, and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Proposed

Ord. 2320
Rkh. A

**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: _____

ORDINANCE NO. 24-20

AN ORDINANCE AMENDING SECTIONS 31.02 AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE MUNICIPAL COURT PROBATION OFFICER / GROUP FACILITATOR POSITION, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.02 (B) (6) of the Salaries and Benefits Code pertaining to the Municipal Court Grant Positions presently reads as follows:

(6) MUNICIPAL COURT GRANT POSITIONS		<u>Hourly Rate</u>
1	Intensive Supervision Probation Officer*	\$25.58/hr.
1	Probation Officer/Group Facilitator (part-time)*	\$25.58/hr.

*Positions effective to June 30, 2021. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19)

WHEREAS: Section 31.05 of the Salaries and Benefits Code pertaining to the Municipal Court presently reads as follows:

MUNICIPAL COURT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Chief Probation Officer ****	16 A-F
1	Deputy Chief Probation Officer	9 A-F
1	Court Reporter	11 A-F
1	Probation Officer	7 A-F
1	Assignment Commissioner	5 A-F
1	Building and Properties Custodian	31 A-F
1	Intensive Supervision Probation Officer**	Sec. 31.02(B)(6)
1	Probation Officer/Group Facilitator (part/time)	Sec. 31.02(B)(6)
1	Court Security Officer***** (part/time)	Sec. 31.02(B)(5)
1	Building Custodian (part/time)	Sec. 31.02(B)(5)

*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.

** Positions effective to June 30, 2021 from Intensive Supervision Grant. The Intensive Supervision Probation Officer shall receive health care, vacation, sick, and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17, 110-19)

***** For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. The balance of the funding for this position shall come from

Account No. 161-0705, Probation Services Fund. (Ord. 37-04, Effective 4-1-04)

*****The position of Court Security Officer may be filled by more than one person.

(Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19)

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

SEC. 1: That Section 31.02 (B) (6) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Municipal Court Grant Positions:

(6) MUNICIPAL COURT GRANT POSITIONS

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer*	\$25.58/hr.
1 Probation Officer/Group Facilitator (part-time)**	\$25.58/hr.

*Positions effective to June 30, 2021. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

****Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant.**

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19, **24-20**)

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Municipal Court:

MUNICIPAL COURT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Chief Probation Officer ****	16 A-F
1	Deputy Chief Probation Officer	9 A-F
1	Court Reporter	11 A-F
1	Probation Officer	7 A-F
1	Assignment Commissioner	5 A-F
1	Building and Properties Custodian	31 A-F
1	Intensive Supervision Probation Officer**	Sec. 31.02(B)(6)
1	Probation Officer/Group Facilitator (part-time)*****	Sec. 31.02(B)(6)
1	Court Security Officer***** (part/time)	Sec. 31.02(B)(5)
1	Building Custodian (part/time)	Sec. 31.02(B)(5)

*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.

** Positions effective to June 30, 2021 from Intensive Supervision Grant. The Intensive Supervision Probation Officer shall receive health care, vacation, sick, and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17, 110-19)

**** For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. The balance of the funding for this position shall come from Account No. 161-0705, Probation Services Fund. (Ord. 37-04, Effective 4-1-04)

*****The position of Court Security Officer may be filled by more than one person. (Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19)

***** **Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. . Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant. (Ord. 24-20)**

SEC. 3: That this Ordinance shall be effective as of January 13, 2020.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is currently in effect; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Organization: Medina Municipal Court Adult Probation Department

Justice Reinvestment Incentive Grant 2020/21

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

PERS/Other Retirement	Rate	Wages	Total FY Expenditures
Workers Comp	0.14	\$33,926.00	\$4,749.64
Unemployment	0.03	\$33,926.00	\$1,017.78
Medicare	0.0145	\$33,926.00	\$0
			\$491.93

Health Insurance	Category	Number of Employees	Rate	Number of Months	Total
	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
			Health Insurance Total		\$33,186.00

Vision/Dental	Category	Number of Employees	Rate	Number of Months	Total
		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
	This value is automatically rounding to the nearest dollar Total Fringe Benefits	\$49,620

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 Army 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
SAMI 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

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 FY18 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 4345 Fisher Road, Suite D, Columbus, Ohio and Medina County (hereinafter referred to as "Grantee"), located at 135 North Elmwood Ave., Medina, OH 44236. 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 "JRIIG 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. Grantees 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser, Managing Director
Division of Parole & Community Services

FOR THE GRANTEE:

It is hereby certified that the authority below has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the authority.

Bat Lewisman

County Commissioner Date

[Signature] 8/12/19

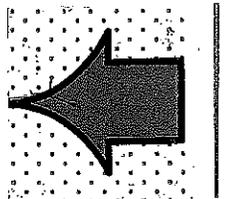
County Commissioner Date

[Signature] 8/12/2019

County Commissioner Date

County Executive Date

Mayor/City Manager Date



ORDINANCE NO. 25-20

**AN ORDINANCE AMENDING ORDINANCE NO. 187-19,
PASSED NOVEMBER 25, 2019. (AMENDMENTS TO THE
2020 BUDGET)**

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

SEC. 1: That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
902-0355-52215 (Bicentennial)	20.00 *
902-0355-52215 (Bicentennial)	15,410.00 *
547-0658-54411 (FY19 Airport-City Share)	1,550.00 *
109-0658-54411 (FY19 Airport-State Share)	29,450.00 *
108-0686-54414 (S. Broadway Reconstruction)	95,000.00 *
108-0684-54414 (S. Elmwood Bridge)	18,901.88 *

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

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 26-20

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

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

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

- \$100,000.00 from #574 - MCRC Operating Fund to #575 - MCRC Capital Fund in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District – Ord. No. 101-01, passed by Medina City Council on July 9, 2001 and amended by Ord. No. 191-13, passed by Medina City Council on November 25, 2013.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____

Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor