

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 20-047-3/9 – Budget Amendments
- 20-048-3/9 – Accept Donation – Medina Evening Rotary Club for 9/11 Memorial
- 20-049-3/9 – Approve Water Connection – 5528 Lafayette Road
- 20-050-3/9 – Increase Expenditure – Signal Service Co. – Street Dept.
- 20-051-3/9 – Letter of Arrangement – 2019 Financial Audit
- 20-052-3/9 – Game Time Fitness Equipment – Ray Mellert Park
- 20-053-3/9 – Amend S&B, 31.07, 31.05, 31.04(H) – Tree Care Technician
- 20-054-3/9 – Resolution Directing Property Owners to complete Lindenwood Dam Improvements
- 20-055-3/9 – Bids, Job #1018 – Lindenwood Lake Dam Improvements
- 20-056-3/9 – MOU w/ Medina County Soil & Water Conservation District

### Health, Safety & Sanitation Committee

- 20-057-3/9 – Underground Waste Containers





**RECEIPT** DATE 3/11/2020 No. 600324

RECEIVED FROM City of Medina \$ 5315.00

Five thousand three hundred and fifteen and 00/100 DOLLARS

FOR RENT for youth baseball association

FOR

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT		<input checked="" type="checkbox"/> CHECK
SAL. DUE		<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY [Signature] 8-11

MEDINA YOUTH BASEBALL ASSOC INC 02-13  
 GAMING ACCOUNT  
 PO BOX 1751  
 MEDINA, OH 44258-1751

1555  
 6-12/410  
 449

3/11/2020

Date

Pay to the Order of City of Medina \$ 5315.00

Five thousand three hundred and fifteen and 00/100 Dollars

 **PNC BANK**  
 PNC Bank, N.A. 070

For Ryan C. Paine

[Signature]

⑆01 1000 1264⑆ 42734964 1710 8555



**RECEIPT** DATE 3-4-2020 No. 680325

RECEIVED FROM MIRACLE LEAGUE OF NE OHIO \$ 153.03

ONE HUNDRED FIFTY THREE 93/100 DOLLARS

FOR RENT  
 FOR DONATION SAM MASI SIGN

ACCOUNT	<u>#15</u>	<input type="radio"/> CASH
PAYMENT	<u>1225</u>	<input checked="" type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY DIANE KAPPA 3-11

Miracle League of NE Ohio  
P.O. Box 1966  
Medina, OH 44258

66-55/412  
21460

1225

DATE 2/28/20

PAY TO THE ORDER OF City of Medina \$ 153.03

One hundred, fifty three and 93/100 DOLLARS

Huntington  
1105 South Court Street  
Medina, OH 44258



Shirley Beck  
AUTHORIZED SIGNATURE

MEMO Sam Masi Park Sign

⑈001225⑈ ⑈041200555⑈ ⑈5146006286⑈

Security features included. Details on back.

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-048-3/9

FROM: Jansen Wehrley, Parks Director  
Lori Bowers, Deputy Finance Director  
DATE: March 3, 2020  
SUBJECT: Acceptance of Donation

Committee: Finance

**SUMMARY AND BACKGROUND:**

The Finance Department requests Council to approve the donation of \$5,000 from the Medina Evening Rotary Club. The donation of \$5,000 to the City is to be used to care, preserve and protect the monument.

Estimated Cost: Refer to above

Suggested Funding: n/a

Sufficient funds in Account No.: n/a

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

NEW APPROPRIATION needed in Account No.: 104-0310

Emergency Clause Requested: No

Reason:

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**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



# MEDINA ROTARY CLUB

P.O. Box 381, Medina, Ohio 44258

*Over 71 Years of Service*

February 24, 2020

Dennis Hanwell  
Mayor of Medina  
132 N. Elmwood Street  
Medina Ohio 44256

Dear Mayor Hanwell:

As we wind up the affairs of the Medina Rotary Club (evening club). Please see enclosed check in the amount of \$5,000 to arrange for the perpetual care of the September 11, 2001 memorial erected at the Medina Fires station # 1 located at Reagan and N. Huntington street in Medina as of February 29, 2020.

Our Rotary Club;

Our wishes for this fund is to care, preserve, and protect the monument for future generations so they may learn the historic significance of the monument and the important chapter in American history.

This memorial will serve future generations to remember the great sacrifice and pain our country suffered on that tragic day September 11, 2001. That date our changed our country forever.

Sincerely,

Treasurer  
Medina Rotary Club

MEDINA ROTARY CLUB

P.O. BOX 381  
MEDINA, OH 44258

2419

56-7227/412

DATE 2-24-20

CHECK NUMBER

PAY TO THE ORDER OF CITY OF MEDINA \$ 5000.00  
FIVE THOUSAND & 00/100 DOLLARS



WESTFIELD BANK  
Sharing knowledge. Building trust.

FOR FUTURE CARE OF 9/11 MEMORIAL

⑈002664⑈ ⑆041272279⑆ 1308311⑈

OK  
D. Hammerly  
02-29-2020

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-049-3/9

**FROM:** Nino Piccoli -Service Director  
**DATE:** February 19-2020  
**SUBJECT:** Water connection

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

Respectfully request Council's authorization to allow the owner of the property located at 5528 Lafayette Road (Lafayette Township), Medina Ohio to connect to the City water system. This request involves two (2) parcels #021-10B-09-010 and # 021-10B-09-012. The property currently does not have a water source available.

**Estimated Cost:**  
**Suggested Funding:**  
Sufficient funds in Account No.  
Transfer needed from Account No.  
To Account No.

**NEW APPROPRIATION** needed in Account No.  
**Emergency Clause Requested:** NO  
**Reason:**

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**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:** **Ord./Res.**  
**Date:**

January 22, 2020

Medina City Service Department

Attn: Mr. Nino Piccoli

132 N. Elmwood Ave.

Medina, OH 44256

Re: City water for Lafayette Twp Properties.

Mr. Piccoli-

I am writing in regards to 2 parcels of property I own on Lafayette Road in Lafayette Twp. I would like to have city water taps on them. These properties sit on the "island" in Lafayette Twp which is surrounded by Medina City. The county referred me to Andy from your office. After speaking with Andy, (he says he does all the taps) he said that I need to write you a letter to take to city council for consideration. The parcels are:

021-10B-09-010 which address is 5528 Lafayette Rd

021-10B-09-012 which is a vacant property that I am looking to put a building on.

Please feel free to contact me with any questions that you may have regarding this matter. The easiest way to contact me is my cell 330-416-3526.

Regards,  
Greenkeepers Properties

Mike Biskup

President

132 North Elmwood Avenue

*OK P. Harwell  
2-28-20*

**REQUEST FOR COUNCIL ACTION**

No. RCA-20-050-3/9  
*Finance*

**FROM:** Nino Piccoli Service Director  
**DATE:** February 28, 2020

**SUBJECT:** Expenditure Approval Increase Purchase Order

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization to increase the Purchase Order for Signal Service Company in the amount of \$35,000.00. There have been two traffic signal poles that were damaged by unknown drivers that are in need of replacement. The original PO # 2020-174 was issued in the amount of \$50,000.00 on January 27, 2020.

**Suggested Funding:** \$35,000 (New Total \$85,000)

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

**Emergency Clause Requested:**  
**Reason:**

**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:**

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

# Signal Service Company

CONTROLS  
TRAFFIC SIGNALS  
INSTALLATION AND  
MAINTENANCE

Phone: (216) 662-4820/21

Fax: (216) 662-4823

Email: signal@signalservicecompany.net

4341 Cranwood Parkway • Warrensville Heights, Ohio 44128

CITY OF MEDINA  
132 N. ELMWOOD ROAD  
MEDINA, OH 44256

FEBRUARY 26, 2020

QUOTE: MED1--011

ATTN: BILL DAVIS, STREET DEPT

APPROVED \_\_\_\_\_ DECLINED \_\_\_\_\_

## QUOTATION

We are pleased to quote on the installation and/or purchase of Traffic Signal Equipment at the intersection of:

**S. COURT & LAFAYETTE**

MADE TEMPORARY REPAIRS TO TRAFFIC SIGNAL EQUIPMENT DUE TO ACCIDENT DAMAGE \$685.00

TO COMPLETE REPAIRS TO TRAFFIC SIGNAL EQUIPMENT DUE TO ACCIDENT DAMAGE: \$11,575.00

- |   |    |   |
|---|----|---|
| 1 | EA | UPRIGHT POLE W/ARM, GALV, TC-81.21 DES. 2 |
| 2 | EA | NEW SIGNAL MOUNTING HARDWARE              |
| 1 | EA | MAINTENANCE OF TRAFFIC                    |
| 8 | HR | LIFT TRUCK WITH TOOLS                     |
| 8 | HR | DIGGER DERRICK RENTAL                     |

Date \_\_\_\_\_ PG# \_\_\_\_\_

Complete Price Materials and Installation \$12,260.00

Authorized Acceptance Signature \_\_\_\_\_

Complete Price Materials Only \_\_\_\_\_

*Above signed agrees to pay in full 30 days upon completion of work.*

Approximate Price \_\_\_\_\_

*NOTE: Prices subject to change after 3 months.*

Sales Tax \_\_\_\_\_

*"An Equal Opportunity Employer."*

Total \$12,260.00

Quoted By 

# REQUEST FOR COUNCIL ACTION

No. RCA 20-051-3/9  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: March 2, 2020  
SUBJECT: 2019 Financial Audit

## SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the mayor to sign the attached Letter of Arrangement between the City of Medina and the Ohio Auditor of State for the 2019 financial audit.

Total actual costs for the 2016 audit = \$37,561  
Total actual costs for the 2017 audit = \$37,023  
Total actual costs for the 2018 audit = \$37,138

Estimated Cost for 2019 Audit: \$37,187 not to exceed \$40,000\*

\*Note: The letter of arrangement states that fees for audit services will not exceed \$37,187. However, this fee is based on the auditors testing only one federal program. Based on discussion with the audit team, there is a possibility that the auditors will have to test two federal programs. Therefore, the finance department is requesting Council authorize up to \$40,000 in audit costs.

Suggested Funding: General Fund

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

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

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: Audit currently in progress.

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

# OHIO AUDITOR OF STATE KEITH FABER



Lausche Building, 12<sup>th</sup> Floor  
615 Superior Avenue, NW  
Cleveland, Ohio 44113-1801  
(216) 787-3665 or (800) 626-2297  
NortheastRegion@ohioauditor.gov

February 28, 2020

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

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

### **Summary of Services**

We will audit the City's basic financial statements as of and for the year ended December 31, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2020.

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

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

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

### **Engagement Team**

The engagement will be led by:

- \* William Ward, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Lindsey Young, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Cory Smith, Audit Manager, who will be responsible for on-site administration of our services to you.

## **The Auditing Process**

### Our Responsibilities:

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

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

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

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

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

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

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

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

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

### Your Responsibilities and Identification of the Applicable Reporting Framework:

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

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
  - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
  - b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;

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

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

### **Compliance with Laws and Regulations**

#### *Our Responsibilities*

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

#### *Your Responsibilities:*

Management and those charged with governance are responsible for:

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

### **Internal Control**

#### Our Responsibilities:

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

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

#### Your Responsibilities:

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

#### Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1))* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* for service organization reports dated prior to May 1, 2017 and AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

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

Service organizations of which we are aware are:

- RITA, which collects your City's income taxes
- Medina County, which bills and collects your City's property taxes

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

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- RITA, which collects your City's income taxes

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations.

## **Additional Responsibilities and Reporting Under the Uniform Guidance**

### Our Responsibilities:

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

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

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

*Independent Auditor's Report on Compliance with Requirements Applicable To the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance*

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

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

### Your Responsibilities:

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

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

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

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

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

## **Representations from Management**

### Your Responsibilities

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

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

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

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

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

## **Communication**

### Our Responsibilities

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

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

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

### **Terms and Conditions Supporting Fee**

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

#### Our Responsibilities:

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

#### Your Responsibilities:

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

#### Confidential Information:

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

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

#### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$37,187.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

#### **Reporting**

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

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

### **Access to Our Reports and Working Papers**

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

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

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

*Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:*

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

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

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

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

### **Peer Review Report**

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://www.ohioauditor.gov/publications/Peer\\_Opinion\\_2018.pdf](https://www.ohioauditor.gov/publications/Peer_Opinion_2018.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Lindsey Young, Senior Audit Manager at 1-800-626-2297.

City of Medina  
February 28, 2020  
Page 9

Sincerely,

KEITH FABER  
Auditor of State



Digitally signed by  
William J. Ward  
Date: 2020.02.28  
14:55:10 -05'00'

William Ward  
Assistant Chief Auditor, Northeast Region

Attachment

cc: Keith Dirham, Finance Director  
Council

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

**2CFR Part 200 REPORTING PACKAGE**

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

<sup>1</sup> Required in all cases

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

<sup>3</sup> Required for any GAGAS level or UG findings

**SAMPLE  
AMENDMENT #\_\_\_ TO ENGAGEMENT LETTER**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear \_\_\_\_\_:

The engagement letter dated \_\_\_\_\_ between the Auditor of State and the City is hereby amended to reflect the following:

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

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

Sincerely,

KEITH FABER  
Auditor of State

[Name of Chief Auditor]  
Chief Auditor, [Name] Region

cc: [Engagement Letter cc's]

\_\_\_\_\_  
ACCEPTED BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

OK  
D. Hanwell  
3-3-2020

# REQUEST FOR COUNCIL ACTION

No. RCA 20-052-3/9

FROM: Jansen Wehrley, Sandy Davis

Committee: Finance

DATE: March 2, 2020

SUBJECT: GameTime Fitness Equipment- Ray Mellert Park

## SUMMARY AND BACKGROUND:

The Parks Department respectfully request Council to authorize the purchase and installation of fitness equipment at Ray Mellert Park as part of PY 2019 Community Development Program Project Category 1. This purchase will be utilizing the OMNIA Partners Contract #2017001134. The City of Medina's membership number ID number is 5112199.

This is phase one of the project to complete the fitness loop at Ray Mellert Park. Poured in place rubberized surface will be installed around equipment fall zones adjacent to the fitness loop.

CDBG Activity# AF-19-03

\*Authorize Mayor Hanwell to sign the quote

Estimated Cost: \$32,500.00

Suggested Funding: 125-0459

- sufficient funds in Account No. 125-0459-53315 (\$17,500) 125-0459-54411 (\$15,000)
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



A PLAYCORE COMPANY

c/o DWA Recreation, Inc. P.O. Box 208 Harrison, OH 45030 800-762-7936 Toll Free Quote #57836  
330-821-4505 Fax www.dwarec.com

03/04/2020

## Gametime Fitness - Prevailing Wage Rates

Medina, City of  
Attn: Jansen Wehrley  
785 E. Washington Street  
Medina, OH 44256  
Phone: 330-721-6950  
Fax:330-721-6905  
jwehrley@medinaoh.org

Ship to Zip 44256

Quantity	Part #	Description	Unit Price	Amount
1	13274S	GameTime - Vertical Press - Ada (Surface Mount)	\$5,164.00	\$5,164.00
1	13590I	GameTime - Combo Fitness Hub In ground	\$4,234.00	\$4,234.00
1	13575	GameTime - Joint Use Chin-Up Bar Station	\$1,176.00	\$1,176.00
1	13570	GameTime - Sit-Up Station	\$1,294.00	\$1,294.00
1	13280	GameTime - Balance Board Station	\$514.00	\$514.00
2	13565	GameTime - Fitness Sign Post For Sticker	\$204.00	\$408.00
1	PIP	GT-Impax - 560 Sq Ft of Poured-in-Place Rubber Surfacing- This price includes installation, supply and install of compacted stone sub-base and is based on the following:  4" compacted stone sub-base 350 SF at 7' Fall Height 210 SF at 2' Fall Height 50% black & 50% standard color blend  Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor; standard rolled down edging detail unless otherwise noted; installation figured at prevailing wage rates. Security and Dumpster are NOT included.	\$12,820.00	\$12,820.00
1	RDU	GameTime - Supply and Install of 150 SF Concrete Pad Plus the Installation of the Above Equipment-  <i>Installed by certified GameTime installers. Installation price based off prevailing wages.</i>	\$8,130.00	\$8,130.00
			<b>Sub Total</b>	<b>\$33,740.00</b>
			<b>Discount</b>	<b>(\$2,540.35)</b>
			<b>Freight</b>	<b>\$857.37</b>
			<b>Total</b>	<b>\$32,057.02</b>

### Comments

*Installation based off prevailing wage rates.  
Customer responsible for providing dumpster  
Customer responsible for providing security during 72 hour cure time of poured-in-place rubber.*

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

## Gametime Fitness - Prevailing Wage Rates

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

GameTime  
c/o DWA Recreation, Inc.  
P.O. Box 208  
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.  
GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

### Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes.
- Access to a dumpster will need to be provided for the disposal of packaging materials.
- The above pricing is based on non-prevailing wage rates.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

### Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- Installations scheduled after 6 months of proposal acceptance may be subject to price adjustments.
- Normal lead time is 4 weeks from order date. However, scheduling and crew deployment is subject to local weather conditions including temperature and precipitation constraints. See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.

## Gametime Fitness - Prevailing Wage Rates

### GameTime Standard Colors

-- Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Sky Blue, Blue, Spring Green, Light Green, Green, Dark Green, Brown, Beige, Bronze, Black, Starlight, Metallic, Champagne, White

-- Deck Colors: Red, Gray, Blue, Brown

-- Plastic Colors: Yellow, Orange, Red, Royal Purple, Periwinkle, Sky Blue, Blue, Dark Blue, Spring Green, Light Green, Green, Brown, Beige, Champagne

-- HDPE Colors: Yellow, Orange, Red, Royal Purple, Sky Blue, Blue, Spring Green, Green, Beige, Black, Gray

--2 Color HDPE: Red/White, Sky Blue/White, Blue/Beige, Spring Green/White, Green/White, Green/Beige, Beige/Green, Black/White, Gray/Black

You may view Additional Color options and pre-designed play palettes on <https://www.gametime.com/resources/colors-and-color-palettes>

### Order Information:

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

eMail: \_\_\_\_\_

Project/Site Location: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

Coordinates or Description of Location: \_\_\_\_\_

\_\_\_\_\_

## Gametime Fitness - Prevailing Wage Rates

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

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

Title: \_\_\_\_\_

P.O. No: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

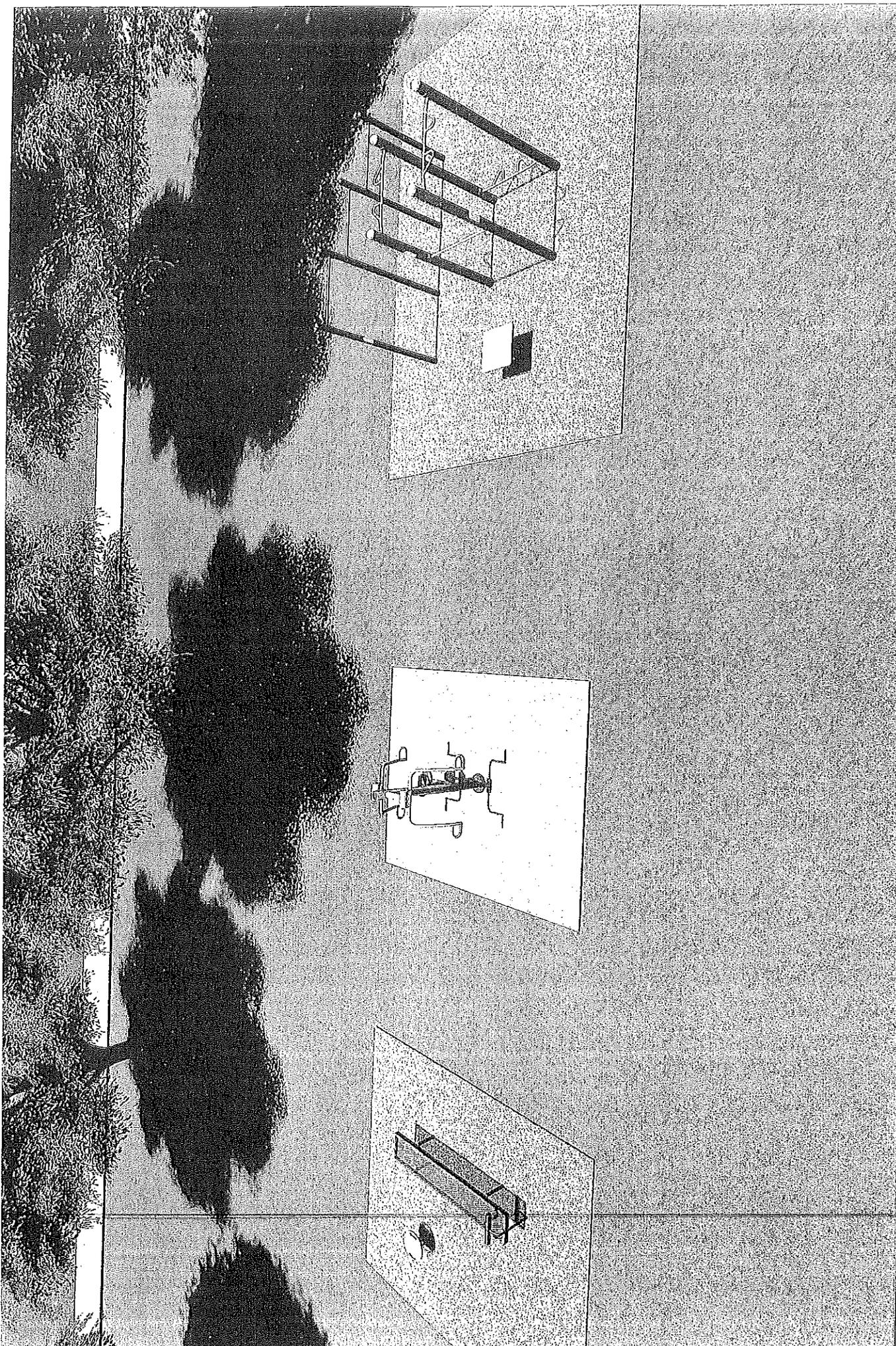
Purchase Amount: \$32,057.02

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Customer Signature

Quote prepared by: Taylor Kolanko  
Sales Representative: Taylor Kolanko



Illegible vertical text, possibly a company name or address.

# City of Medina Fitness



## PY 2019 Community Development Program

### Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	City of Medina
Address	132 N Elmwood Ave Medina OH 44256
County	Medina
Phone	
Vendor ID	0000102408
CEO	Dennis Hanwell
CEO Title	Mayor
CEO Email Address	dhanwell@medinaoh.org

Administrator Information	
Administrative Agency	City of Medina
Address	132 N Elmwood Ave, Medina Ohio,
Phone	(330) 722-0397
Administrative Contact	Sandy Davis
Title	Cdbg Grant Administrator
Email Address	sdavis@medinaoh.org

Grant Information	
Program	Community Development Program
Grant Number	A-F-19-2CN-1
Grant Award	\$150,000.00
Program Representative	Wesley Watkins

Grant Dates	
Award Date	September 1, 2019
Work Completion Date	August 31, 2021
Draw Date	September 30, 2021
Grant Completion Date	October 31, 2021

**Project Description**

The City of Medina will use PY 2019 Allocation Program funds to complete 3 projects/4 activities, along with a Fair Housing program, planning activity, and grant administration. 1) Code enforcement on homes in low-to-moderate block groups across the city. 2) Public transit system that primarily benefits elderly persons. 3) Ray Mellert park: Installation of a 200 LF walking path and the purchase and installation of approximately 10 pieces of park equipment. The park is located primarily in a low-to-moderate block group and will benefit residents surrounding the park. The City of Medina will leverage \$82,300 in local funds to assist with these projects. The City of Medina will use funds for an Analysis of Impediments study (reimbursement); to conduct a standard Fair Housing program; and for general administration.

**PY 2019 Community Development Program**

Source of Funds					
Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
City of Medina	\$82,300	State and Local Funds	Grant		
Grant Funds	\$150,000				

Awarded Program Budget				
Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
★ 1-Ray Moller Park/ 1-Parks & Rec. Facilities	\$77,300.00	\$62,500.00	\$14,800.00	City of Medina
2-Administration/ 1-Fair Housing Program	\$6,500.00	\$6,500.00	\$0.00	
2-Administration/ 2-General Admin	\$8,500.00	\$8,500.00	\$0.00	
2-Administration/ 3-Planning	\$20,000.00	\$20,000.00	\$0.00	
3-Code Enforcement/ 1-Code Enforcement	\$30,000.00	\$30,000.00	\$0.00	
4-Public Transit/ 1-Public Services	\$90,000.00	\$22,500.00	\$67,500.00	City of Medina
<b>Total Awarded:</b>	<b>\$232,300.00</b>	<b>\$150,000.00</b>	<b>\$82,300.00</b>	

<b>AdminFH</b>	<b>LMIBenefit</b>	<b>PublicService</b>
9.99 %	100.00 %	15.00 %

**PY 2019 Community Development Program**

<b>Program Location</b>	<b>Beneficiaries</b>	<b>LMI Percent</b>	<b>National Objective</b>
Code Enforcement	7,875	66.22 %	Area Wide Benefit (LMA)
Public Transit	4,293	100.00 %	Limited Clientele (LMC)
Ray Mellert Park	2,265	78.37 %	Area Wide Benefit (LMA)

<b>Project Name</b>	<b>Activity Qualified</b>	<b>Census Tract Number/ Benefitting Jurisdiction</b>	<b>Block Group Number</b>
3-Code Enforcement	Census	4080.01	3
3-Code Enforcement	Census	4081.00	1, 2, 3
3-Code Enforcement	Census	4082.01	1, 3
3-Code Enforcement	Census	4082.02	1
3-Code Enforcement	Census	4083.02	1
1-Ray Mellert Park	Census	4081.00	1, 2, 3

<b>Program Location</b>	<b>Projected Outcomes</b>	<b>Presumed Class</b>
Administration Fair Housing Program	1 Standard Fair Housing Program	
Code Enforcement Code Enforcement	200 Units Assisted or Inspected	
Public Transit Public Services	484 Households Assisted	Elderly Persons Subsidy to the Medina County Transit to provide transportation to the elderly residents in the city to preserve their quality of life.
Ray Mellert Park Parks & Rec. Facilities	10 Items of Equip. Installed/Repaired	
Ray Mellert Park Parks & Rec. Facilities	200 Ln. Ft. of Walkway	

# REQUEST FOR COUNCIL ACTION

No. RCA 20-053-3/9

FROM: Jansen Wehrley, Civil Service Commission  
DATE: 3/4/20  
SUBJECT: Tree Care Technician Classification

Committee: FINANCE

## SUMMARY AND BACKGROUND:

During last year's budget review, the Forestry division of the Parks department was granted approval to hire a full-time tree care technician to help cover the work load, but this will also allow an incentive for the employee in this position to become trained, certified and committed to stay with the City.

Before a full-time employee could be hired, Parks Director Jansen Wehrley had to get approval from the Teamsters to add this position. With union negotiations being in progress, this item was reviewed and approved.

Then the part-time tree care technician's job description was reviewed & revised by Mr. Wehrley and the Civil Service Commission was asked to review the changes, along with Law Director Huber. With Mr. Huber making a few suggestions, the job description was presented at the March 4<sup>th</sup> meeting and the Commission approved the changes made.

Please find the proposed revised job description attached. The additions are in bold and the requested deletions are struck out.

Council is being asked to review the proposed new job description for approval to adopt it into the Salaries and Benefit Code under 31.07 and officially change the Salary and Benefits Code 31.05 Parks and Recreation Department assignments to add a full-time Tree Care Technician (union Pay Range 31 A-F) and eliminate the part-time Tree Care Technician from 31.02 and 31.05 (after a full-time employee is appointed). Also Section 31.04 (H) has a special regulation concerning the part-time Tree Care Tech, this needs to be eliminated.

Thank you.

Estimated Cost: \$.00

Suggested Funding:

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

Emergency Clause Requested:

Reason:

---

COUNCIL USE ONLY:

Committee Action/Recommendation:

---

Council Action Taken:

Ord./Res.

Date:

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Tree Care Technician

**REPORTS TO:** Arborist

**DEPARTMENT/DIVISION:** Parks/Forestry

**CIVIL SERVICES STATUS:** ~~Unclassified~~ **Classified**

**JOB STATUS:** ~~Part-Time~~ **Full-Time**

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** ~~The work in this class is manual labor of more than ordinary difficulty that often involves the use of acquired skill and calls for the use of some skills acquired by experience or on-the-job training.~~ Under the general direction of the Arborist, the employee in this classification performs substantial arboricultural work consisting of tree maintenance, corrective pruning, mulching, chipping, **fertilization and treatment**, sucker removal, watering of trees, planting of trees, ~~maintaining a nursery, and snow removal. Minor tree climbing and pruning work~~ **Working aloft will be** maybe required but most of the work will be performed from the ground.

**ESSENTIAL JOB FUNCTIONS:**

Perform corrective pruning to properly train young trees to grow and develop into structurally strong trees.

Remove water sprouts along trunk and base of trees.

Assist in ~~small~~ tree removal and planting of trees.

Mulch, fertilize, **treat**, and water trees.

Identify tree species to aid in maintaining and updating computerized tree inventory.

Operate a skid-steer, chipper, chainsaws, **bucket truck**, and pruning tools.

**Sharpens chain saws, axes, sickles and other tools.**

**Assists in daily maintenance of vehicles and equipment.**

Assist other departments such as the Cemetery and Parks departments with mowing, edging, weed-whacking, mulching, leaf clean-up and digging.

Maintains regular and consistent attendance.

**Fills in for and assists the Arborist as needed or required**

**Other duties as assigned**

---

**Maintains regular and consistent attendance**

**Lift at least 60 pounds on a regular basis**

Able to perform the physical duties that include but are not **limited to working outside in all-weather situations, being able to stand or walk most of the scheduled shift, with** having the strength and agility sufficient to lift and maneuver trees and equipment as required and to climb into and onto to operate vehicles and equipment, along with the ability to stand, bend, stoop, crawl, squat, lift, kneel, **climb scaffolding and ladders, twist, reach and work on irregular surfaces and in the open on moving vehicles** throughout the day.

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

High school diploma or GED preferred

Willingness to learn how to climb trees safely and efficiently.

**Line Clearance Arborist or Line Clearance Arborist Trainee preferred**

CPR and First Aid certification

At least two (2) years of tree care experience preferred

International Society of Arboriculture Certified Arborist preferred

#### License:

Valid driver's license (CDL preferred) issued by the State of Ohio and must remain insurable under the City of Medina's vehicle insurance plan.

#### **QUALIFICATIONS:**

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

- Principles and practices of forestry including the care of trees, corrective pruning, spraying, **fertilization and treatment**, planting, removal, equipment operation, and **tree-climbing working aloft climbing and/or using an aerial device;**
- Occupational hazards and required safety precautions involved with the operation of forestry equipment according to the Occupational Safety and Health Administration.
- **American National Standard (A300) for Tree Care Operations and the American National Standard (Z133) Safety Requirements for Arboricultural Operations**

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

- Operating equipment and machinery;
- Preparing records and reports; and
- Communicating effectively

##### **Ability to:**

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio; and
- 
- **Pass a pre-employment drug test, physical examination, background check and Department of Motor Vehicle report;**

- Understand and follow complex oral and written instructions.

**PHYSICAL DEMANDS:**

~~Strength and agility sufficient to lift and maneuver heavy objects and the ability to climb into and operate large equipment and trucks. Bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching, and working on irregular surfaces and in the open on moving vehicles is also involved.~~

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend most of each day outside in the field. **It also involves working outside in all types of weather situations and occupational exposure to interaction with citizens.**

**WORKING CONDITIONS:**

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

**EQUIPMENT USED:** Chipper, skid-steer, bucket truck, dump truck, backhoe, snow plow, chainsaws and other equipment and vehicles as assigned.

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

EMPLOYEE ACKNOWLEDGEMNT: \_\_\_\_\_

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

**REQUEST FOR COUNCIL ACTION**

*OK to Hammers 3-4-20 28*

NO. RCA 20-054-3/9

FROM: Patrick Patton 

DATE: March 4, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: Resolution directing property owners to complete the Lindenwood Lake Dam Improvements

This requests asks Council to direct the property owners abutting the Lindenwood Lake Dam to repair the existing dam and related structures. As per Ohio Revised Code 715.47, should the property owners fail to comply with this resolution, the City will complete the repairs and assess the property owners for the cost to complete the work.

Thank you for your consideration.

ESTIMATED COST:

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## **715.47 Power to fill or drain lots and remove obstructions - resolutions.**

A municipal corporation may fill or drain any lot or land within its limits on which water at any time becomes stagnant, remove all putrid substances from any lot, and remove all obstructions from culverts, covered drains, or private property, laid in any natural watercourse, creek, brook, or branch, which obstruct the water naturally flowing therein, causing it to flow back or become stagnant, in a way prejudicial to the health, comfort, or convenience of any of the citizens of the neighborhood. If such culverts or drains are of insufficient capacity, the municipal corporation may make them of such capacity as reasonably to accommodate the flow of such water at all times. The legislative authority of such municipal corporation may, by resolution, direct the owner to fill or drain such lot, remove such putrid substance or such obstructions, and if necessary, enlarge such culverts or covered drains to meet the requirements thereof.

After service of a copy of such resolution, or after a publication thereof, in a newspaper of general circulation in such municipal corporation or as provided in section 7.16 of the Revised Code, for two consecutive weeks, such owner, or such owner's agent or attorney, shall comply with the directions of the resolution within the time therein specified.

In case of the failure or refusal of such owner to comply with the resolution, the work required thereby may be done at the expense of the municipal corporation, and the amount of money so expended shall be recovered from the owner before any court of competent jurisdiction. Such expense from the time of the adoption of the resolution shall be a lien on such lot, which may be enforced by suit in the court of common pleas, and like proceedings may be had as directed in relation to the improvement of streets.

The officers connected with the health department of every such municipal corporation shall see that this section is strictly and promptly enforced.

Amended by 129th General Assembly File No.28, HB 153, §101.01, eff. 9/29/2011.

Effective Date: 01-10-1961 .

**REQUEST FOR COUNCIL ACTION**

*ok  
20/1/Janney  
3-4-2020*

NO. RCA 20-055-3/9

FROM: Patrick Patton

DATE: March 4, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: Bids – Job #1018 Lindenwood Lake Dam Improvements

This request is for permission to advertise, bid and award the Lindenwood Lake Dam Improvement Project. This project consists of removing and replacing the existing outlet structure, extending the existing storm sewer that drains the lake, installing a new concrete headwall, installing a plunge pool and all appurtenances. In addition to the improvements to the dam, the project will also include dredging and any repairs to the park driveway as a result of construction traffic.

The engineer's estimate for the project is as follows:

1. Repairs and replacement to the structure of the dam:	\$188,849.
2. Dredging	\$ 50,000.
3. <u>Repairs to the park driveway:</u>	<u>\$ 15,000.</u> (estimate, only used if necessary)
TOTAL	\$253,849

The cost for these improvements will be paid by the property owners abutting the lake through an assessment.

Thank you for your consideration.

ESTIMATED COST: \$253,849

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ok  
As Approved  
3-4-2020

**REQUEST FOR COUNCIL ACTION**

NO. RCA-20-056-3/9

FROM: Patrick Patton



DATE: March 4, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: Memorandum of Understanding between the City of Medina and the Medina County Soil & Water Conservation District for performance items related to the City's NPDES Stormwater Permit

As part of the federal National Pollutant Discharge Elimination System, the City is required to obtain and maintain a storm water permit from the Ohio EPA. This permit includes several separate goals and objectives. For several years the Medina County Soil & Water Conservation District (District) has completed two of these required tasks for not only the City of Medina, but also several other Cities and townships in the County.

This year we are beginning a new 5-year cycle for this permit. The District has submitted a memorandum of understanding (MOU) designed to continue this arrangement.

This request is for Council's acceptance of this MOU and the authorization to have the Mayor sign the agreement as the representative for the City.

Please be advised, the District does charge the City a fee for these services, in the past it has been \$4,000 per year (this amount is subject to change). This fee is typically invoiced at the end of the calendar year. Please be advised that while no funding is requested with this request, we will be assessed an annual fee by the District for their services.

Thank you for your consideration.

ESTIMATED COST:	\$0.	
SUGGESTED FUNDING:		
Sufficient Funds in Account Number:		
Transfer Needed from:		To:
New Appropriation Account Number:		
Emergency Clause Requested:	No	
Reason:		

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:



# The Medina County Soil & Water Conservation District

'Local leadership for soil and water conservation'

6090 Wedgewood Road

Medina, Ohio 44256

(Phone) 330-722-9322

(Fax) 330-725-5829

www.medinaswcd.org

January 28, 2020

TO: Medina City Manager  
132 North Elmwood  
Medina, Ohio 44256

RE: Memorandum of Understanding

City Manager:

Please review and sign two copies of the Enclosed MOU between Medina City and Medina County Soil and Water Conservation District (SWCD). Please retain one copy for your records. The purpose for the MOU is to establish roles and expectation with the Phase II Stormwater NPDES co-permit you hold with Medina SWCD. The previous 5 year permit had expired the end of 2019. Please keep in mind that per Part V.B of the small MS4 general permits, an expired general permit continues in force and effect until a new general permit is issued.

Therefore, Medina SWCD will continue to provide services for you regarding Public Education and Outreach (MCM1) and Public Involvement and Participation (MCM2). When the final new permit is in effect, we will review what is new and update any components that need to be addressed in the MOU. If a new MOU is needed, a meeting will be held by the Parties to discuss the new components and to seek a resolution.

When signed, please return one copy to our office. The existing MOU will remain in effect until a new permit has been approved. Once the new permit (2020) is issued, it will remain in effect until the next permit cycle.

The Medina County SWCD will request a midyear annual conservation appropriation from Medina City Council for implementing Public Involvement and Participation (MCM2) and Public Education and Outreach (MCM 1) activities in your jurisdiction.

If you have any questions, please contact the office.

Sincerely yours:

Jim Dieter  
District Manager

**Memorandum of Understanding**  
**between**  
**The City of Medina**  
**and**  
**Medina County Soil and Water Conservation District**

**Background:** Federal EPA rules cause certain communities to fall within the Federal NPDES (National Pollutant Discharge Elimination System) five year permit cycle as a “MS-4 Phase II” jurisdiction. Medina City is such a jurisdiction. The existing general permit has expired as of 2019. As per EPA general permit rules, an expired permit continues in force and effect until a new general permit is issued. When the final new permit is in effect, we will review what is new and update any components that need to be addressed in the MOU. If a new MOU is needed, a meeting will be held by both Parties to discuss the new components and to seek a resolution. The City of Medina’s Municipal Storm Water Program will be audited by the Ohio EPA for compliance to the Phase II plan.

**Purpose:** An agreement is required by the permit for performance items conducted on behalf of the permit holder, the City of Medina, by an appropriate assisting entity, in this case, the Medina County Soil and Water Conservation District.

**The City of Medina Agreement Items :**

The City of Medina will review their Phase II Stormwater Management Plan with the District as needed to comply with plan needs and requirements in the Public Involvement and Participation (MCM2) and Public Education and Outreach (MCM1) portions.

The City of Medina will assist the Medina County SWCD with access to local media outlets, community event opportunities, a letter of intent to the Medina City School Superintendent (if needed), “sign our streams” program signs, community groups, public surveys, etc.

**The Medina County SWCD Agreement items :**

The Medina County Soil and Water Conservation District agrees to carry out and perform as stated in the Phase II Stormwater Management Plan for Medina City.

The existing MOU will remain in effect until a new permit has been approved. Once the new permit (2020) is issued, it will remain in effect until the next permit cycle.

The Medina County SWCD will annually provide Medina City with all required reporting activities and will provide the Medina City Phase II manager with the annual themes for Public Involvement and Public Education activities.

The Medina County SWCD will meet with the Medina City Phase II manager and the Medina City Stormwater Commission (if one exists) as necessary.

The Medina County SWCD will request a mid-year annual conservation appropriation from the Medina City Council for implementing Public Education and Outreach (MCM1) activities and Public Involvement and Participation (MCM2) activities your jurisdiction.

The fore mentioned parties agree to the memorandum of understanding:

For the City of Medina:

\_\_\_\_\_  
Mayor

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

For Medina County Soil and Water Conservation District Board of Supervisors:

Steve Fulton  
Chairperson

Date: 1-31-2020

This memorandum of understanding can be amended by either party at any time as necessary with appropriate and timely concurrence by each party.

Memorandum of Understanding  
between  
The City of Medina  
and  
Medina County Soil and Water Conservation District

**Background:** Federal EPA rules cause certain communities to fall within the Federal NPDES (National Pollutant Discharge Elimination System) five year permit cycle as a “MS-4 Phase II” jurisdiction. Medina City is such a jurisdiction. The existing general permit has expired as of 2019. As per EPA general permit rules, an expired permit continues in force and effect until a new general permit is issued. When the final new permit is in effect, we will review what is new and update any components that need to be addressed in the MOU. If a new MOU is needed, a meeting will be held by both Parties to discuss the new components and to seek a resolution. The City of Medina’s Municipal Storm Water Program will be audited by the Ohio EPA for compliance to the Phase II plan.

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The Medina County SWCD will request a mid-year annual conservation appropriation from the Medina City Council for implementing Public Education and Outreach (MCM1) activities and Public Involvement and Participation (MCM2) activities your jurisdiction.

The fore mentioned parties agree to the memorandum of understanding:

For the City of Medina:

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

For Medina County Soil and Water Conservation District Board of Supervisors:

Steve Fulton  
Chairperson

Date: 1-31-2020

This memorandum of understanding can be amended by either party at any time as necessary with appropriate and timely concurrence by each party.

# REQUEST FOR COUNCIL ACTION

No. RCA 20-057-3/9

FROM: Bill Lamb, At-Large Councilman  
DATE: February 24, 2020  
SUBJECT: Underground Waste Containers

Committee: Health, Safety +  
Sanitation

## SUMMARY AND BACKGROUND:

Propose to acquire cost estimates for the equipment and installation of underground waste containers on Public Square and locate a neighborhood for a pilot residential installation.

Estimated Cost: TBD

### Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Currently working on closing of the sale.

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date: