

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 20-192-10/13 – Budget Amendments
- 20-193-10/13 – Accept Justice Reinvestment Incentive Grant (JRIG)
- 20-194-10/13 – Expenditure Over \$15,000 – Chippewa Roofing – Service Dept.
- 20-195-10/13 – Res. Accepting Amounts & Rates Determined by Budget Commission
- 20-196-10/13 – Repay Advances
- 20-197-10/13 – Discussion/Update on Capital Bill Request FY 2021/2022
- 20-198-10/13 – Authorize Lease of Flex Portable Building – Municipal Court

10/13/20 (Tuesday)

REQUEST FOR COUNCIL ACTION

RCA
No. 20-182-9/28

FROM: Keith H. Dirham
DATE: Friday, September 11, 2020
SUBJECT: Discuss uses of COVID-19/CARES Funds

Committee: Finance

SUMMARY AND BACKGROUND:

It is possible that not all of the City's allocation of CARES funds will be used up in time. If not, we should discuss potential alternative uses.

Keith - \$809,000 in funding
\$70,000 spend
\$56,000 encumbered
\$191,000 Est. Payroll (some ongoing)
\$480,000 left available to spend

Timeline
Nov 20th Encumbered
Spent Dec. 28th
Spend or return
Ask Dept Heads for list
this week.
P.O.'s by November
Coyle - List top 10?
Shields - Union Square w/ hi hotspots

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 9-28-20 Hold-Next Mtg

Ord./Res.

Date:

Funds Received

July 8	-	\$539,401.67
Sept. 4		\$ 269,700.84
Oct. 9		\$ 935,343.78

Kathy Patton

From: Keith Dirham
Sent: Tuesday, October 6, 2020 5:55 PM
To: Council Offices; Dennis Hanwell; Department Heads; Cindy Lastuka
Cc: Lori Bowers
Subject: CARES Requests
Attachments: CARES Requests.xlsx

All:

After the last Council Meeting I spoke with Law Director Huber about reviewing expenditures and proposed expenditures for CARES eligibility. Lori and I have listened to several webinars and read a lot of guidance but this is a little like trying to hit a moving target because the clarifications are coming so fast that the State Auditor explained during one of the webinars that they had put out guidance one morning then amended it that evening. Law Director Huber advised me to contact R. Todd Hunt of Walter and Haverfield. Mr. Hunt stated that their firm is reviewing these expenditures for multiple cities so they can review ours as well.

Mr. Hunt also gave me some tips:

1. His fee for this review is an allowable expenditure for CARES Funds. You will find it listed under General Administration/Legal Review of CARES Expenditures.
2. He stated that payroll for public safety and public health employees from the date that the Governor declared the state of emergency (or at least a percentage thereof) can be charged to CARES.

I propose that we use Payroll for Police as a catchall for whatever funds are left over after Council's other approved expenditures.

At this point we have:

- \$191,690.02 in payroll charges to the COVID job code
- \$72,318.30 in accounts payable charges to the COVID job code
- Approximately \$50,000 in MCRC payroll charges that were not coded to COVID but should be
- \$30,912.24 in MCRC accounts payable charges that were not coded to COVID but should be
- Approximately \$344,920.56 in total charges to COVID-related items so far

Our funds received so far are \$809,000 leaving a balance of approximately \$464,079.44 available. There are \$391,499.40 in requests (see attached). I have sent this list to Mr. Hunt for legal review.

I hope this all makes sense. If you have any questions please let me know.

Thank you,

Keith

City of Medina
CARES ACT Requests

Department	Dept Head Last	Dept Head First	Priority #	Request	Amount	Can be done by 12/31
Cable	Fry	Jarrold	1	TrCaster Mini 4K	\$ 18,000.00	Yes
Council	Coyne	John	1	IPads	\$ 5,957.00	Yes
Economic Development	Marhsall	Kimberly	1	Laptop	\$ 1,942.00	Yes
Finance	Dirham	Keith	1	Laptop	\$ 3,472.00	Yes
Fire	Painter	Bob	1	Fit Tester for SCBA Masks	\$ 18,499.00	Yes
General Administration	Dirham	Keith	1	Legal Review of CARES Expenditures	\$ 1,500.00	Yes
Parks	Wehrley	Jansen	1	Restroom upgrades	\$ 30,000.00	Yes
Police	Kinney	Ed	1	Payroll -> dispatch consoles / video / defibrillators	???	Yes
Public Buildings	Piccoli	Nino	1	HVAC Replacement	\$ 225,000.00	Yes
Cable	Fry	Jarrold	2	NDIHX-PTZ1 Camera	\$ 14,700.00	Yes
Economic Development	Marhsall	Kimberly	2	Small Business Grants	???	???
Parks	Wehrley	Jansen	2	touchless cleaner supplies	\$ 4,654.40	Yes
Public Buildings	Piccoli	Nino	2	Touchless restroom fixtures	\$ 60,250.00	Yes
Parks	Wehrley	Jansen	3	touchless activator for splashpad	\$ 3,525.00	Yes
Public Buildings	Piccoli	Nino	3	Hand Sanitizer Stations	\$ 4,000.00	Yes
Total Requested					\$ 391,499.40	
Previously Spent						
Payroll		\$ 191,690.02				
Supplies		\$ 72,318.30				
Total		\$ 264,008.32				
MCRRC PR not coded						
Payroll		\$ 50,000.00				
Supplies		\$ 30,912.24				
Total		\$ 80,912.24				
Grand Total					\$ 344,920.56	
Available					\$ 809,000.00	
Remainder					\$ 464,079.44	

Possible Uses for CARES Funds – Discussion 9/28/2020

The Ohio Municipal Clerks had an email asking for ways their cities were using CARES Funding. The following are some of the most helpful.

- Upgrade doors to be automatic (touchless); hands free toilets, paper towel dispenser, soap dispensers, sinks, etc.
- Purchasing quality equipment to live stream meetings held in Council Chambers.
- Upgrade water/sewer software to a system that allows for direct billing.
- Purchase new COVID Police SUV Interceptor – COVID Package installed, includes wipe down seat, divider, higher heating capacity, air system to kill germs
- Purchase Chrome Books for children in the community through civic centers (as well as desks, chairs, printers, nutritional needs, Wi-Fi hookups)
- Money to the United Way for assistance with rent and utilities.
- Money to Salvation Army to assist in the cost of additional meals as well as the extra cost of delivering meals.
- Updated technology around the City to encourage social distancing (laptops, Mondo Boards, iPads for City Council)
- PPE supplies
- Replacing Toughbooks in Police cruisers to encourage social distancing so reports and tickets can be filed electronically
- Replacement of Council Chairs (from cloth to heavy duty plastic for easier cleaning)
- Purchase of folding tables
- Installation of all new HVAC – air purifiers through AIRPHX.com
- Purchase off commercial hand dryers and the installation.
- Motion censored light switches.

Also, lots of suggestions for:

- Masks
- Disposable gowns
- Sanitizers
- Safety goggles
- Reusable coveralls for EMS staff
- Touchless thermometers for every department
- Laptops for those needing to work at home
- Teleconferencing systems

The City of Athens, Ohio implemented a COVID-19 City Utility Assistance Relief Grant Program – See a copy of their legislation attached.

Submitted by Kathy Patton, Clerk of Council

RETURNED TO USE EXISTING ACCOUNT FUNDS:

CLERK OF COUNCIL/DATE

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

RETURNED TO USE EXISTING ACCOUNT FUNDS:

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2020-038
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
102-0545-54417			<i>Leak Collection</i>	10,567.00		
102-0610-50111			<i>St. Maint / Repair</i>	10,313.00		
102-0620-50111			<i>Storm Sewers</i>	36,440.00		
107-0110-50111			<i>Fire</i>	123,524.00		
144-0730-53315			<i>Cable TV</i>	17,769.00		
160-0705-53321			<i>Comp Legal Research</i>	3,463.00		
			Total increases to fund:			
			Total reductions to fund:	202,076.00		
			Total transfers within fund:			

EXPLANATION:

Budget Hearing Reductions 07/08/20,06/17/20,07/15/20

DEPARTMENT HEAD: LB

DATE: 9/23/2020

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 176-20

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 20-192-10/13
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X

X

NO. 2020-042
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		109-0755-50111	FY'21 JRIG	36,473.00		X
		109-0755-50112	FY'21 PROBATION GRANT	1,000.00		X
		109-0755-50114	FY'21 PROBATION GRANT	1,500.00		X
		109-0755-50116	FY'21 PROBATION GRANT	1,000.00		X
		109-0755-51121	FY'21 PROBATION GRANT	3,000.00		X
		109-0755-51122	FY'21 PROBATION GRANT	30,000.00		X
		109-0755-51126	FY'21 PROBATION GRANT	500.00		X
			Total increases to fund:	73,473.00		
			Total reductions to fund:			
			Total transfers within fund:	-		

EXPLANATION:

TO APPROPRIATE FUNDS FOR THE FYE 2021 INTENSIVE SUPERVISION PROBATION GRANT. THE GRANT PERIOD RUNS FROM JULY 1, 2020, THROUGH JUNE 30, 2021.

DEPARTMENT HEAD: LB
MAYOR'S APPROVAL: _____
(WHEN NECESSARY)

DATE: 09.23.20
DATE: _____



COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 176-20

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 20-192-10/13
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2020-041
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		109-0705-50111	FY'21 PROBATION GRANT	96,809.00		X
		109-0705-50112	FY'21 PROBATION GRANT	500.00		X
		109-0705-50114	FY'21 PROBATION GRANT	1,000.00		X
		109-0705-50115	FY'21 PROBATION GRANT	5,000.00		X
		109-0705-50117	FY'21 PROBATION GRANT	500.00		X
		109-0705-51121	FY'21 PROBATION GRANT	1,000.00		X
		109-0705-51122	FY'21 PROBATION GRANT	8,000.00		X
		109-0705-51123	FY'21 PROBATION GRANT	500.00		X
		109-0705-51126	FY'21 PROBATION GRANT	1,500.00		X
		109-0705-52211	FY'21 PROBATION GRANT	866.00		X
						X
			Total increases to fund:	115,675.00		
			Total reductions to fund:			
			Total transfers within fund:	-		

EXPLANATION:

TO APPROPRIATE FUNDS FOR THE FYE 2021 INTENSIVE SUPERVISION PROBATION GRANT. THE GRANT PERIOD RUNS FROM JULY 1, 2020, THROUGH JUNE 30, 2021.

DEPARTMENT HEAD: LB

DATE: 09.23.20

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 176-20

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number RCA 20-192-10/13
(Council use only)
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2020-048
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION N	UNAPPROPRIATED FUNDS	
		001-0711-52215		110,000.00		x	to cover RITA overhead expenses
		386-0661-56615		605,340.00		x	TO Repay advance to 001 fund - guilford bridge project
		386-0675-56615		298,320.00		x	to repay adv to 001 Fund - Champ Creek project
		147-0670-56615		88,825.00		x	to repay adv to 001 Fund from fy'16 grant
		902-0355-56615		30,000.00		x	To repay adv to 001 fund from /bicent fund
			Total increases to fund:				
			Total reductions to fund:	1,132,485.00			
			Total transfers within fund:				

EXPLANATION:

DEPARTMENT HEAD: LB

DATE: 10/6/2020

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 176-20

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD

REQUEST FOR COUNCIL ACTION

No. RCA 20-193-10/13

FROM: Medina Municipal Court

Committee: Finance

DATE: September 24, 2020

SUBJECT: Justice Reinvestment Incentive Grant (JRIG)

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully request that Council approve the Justice Reinvestment Incentive Grant (JRIG) for July 1, 2019 to June 30, 2021. Total amount of grant is \$143,448.00.

Currently this grant funds electronic monitoring, drug screens and home studies for those defendant's placed on probation. Also, Probation Officer Amy Darr health benefits and a portion of her salary is paid from this grant. Starting in February of 2021 health benefits for Probation Officer Angela Kiss will be paid from this grant as well.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Grant is effective from July 1, 2019 to June 30, 2021

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Budget Summary

Total Program Budget: \$143,448.00

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

Total Personnel	\$71,366
General Operating Expenses	\$0
Program Expenses	\$72,082
Equipment	\$0
Total Budget	\$143,448

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.

RCA 20-194-10/13
Finance Only

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

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

Date: 9/24/2020

Department: Service

Amount: \$24,000.00

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

Account Number: (\$12,000)514-0543-53322/(\$12,000)105-0610-53322

Vendor: Chippewa Roofing

Department Head/Authorized Signature: 

Item/Description:

City Garage --third section of roof replacement

To be split evenly between the two referenced accounts

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

REQUEST FOR COUNCIL ACTION

No. 20-195-10/13

Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director

DATE: October 5, 2020

SUBJECT: Resolution Accepting Amounts and Rates as Determined by the Budget Commission

SUMMARY AND BACKGROUND:

Annual requirement per Ohio Revised Code Section 5705.34 for City Council to accept 2021 amounts and rates as determined by the Medina County Budget Commission and to authorize the necessary tax levies and certify them to the county auditor.

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: The deadline to certify the rates to the county auditor is October 30, 2020.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



MEDINA COUNTY BUDGET COMMISSION

144 North Broadway St., Room 301
Medina, Ohio 44256
Mike Kovack, Secretary
www.medinacountyauditor.org

Date: September 24, 2020

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

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

Re: Official Certificate of Estimated Resources and
Resolution Accepting Amounts and Rates

Enclosed please find your copies of the:

1. Official Certificate of Estimated Resources
2. Extension Letter from the Ohio Department of Taxation, and
3. Your Resolution Accepting Amounts and Rates.

The Extension Letter is for your audit next year. It indicates the reason for extending the dates for the Resolution Accepting Rates.

The Resolution Accepting the Amounts and Rates must be approved and sent back to our office by **October 30, 2020**.

If you have an additional, or renewal with an increase levy that passes on the ballot in November, you will be sent another Resolution Accepting Rates after the election. This must be approved and sent back by **November 30, 2020**.

Thank you. If you have any questions please call me at 330.725.9781.

CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of Medina County, Ohio hereby makes the following Official Certificate of Estimated Resources for the City of MEDINA for the fiscal year beginning January 1, 2021.

FUND	Unencumbered Balance Jan. 1, 2021	Property Tax	Other Sources	TOTAL
01 General Fund	\$1,490,730.65	\$1,315,500.00	\$5,631,446.00	\$8,437,676.65
126 Police Pension	\$1,268,841.23	\$800,300.00	\$0.00	\$2,069,141.23
135 EMS Medical Service	\$440,877.96	\$1,749,200.00	\$0.00	\$2,190,077.96
102 St. Const., Maint, & Repair	\$914,696.07	XXXXXXXXXXXXXXXXXXXX	\$1,687,750.00	\$2,602,446.07
103 State Highway Improve. Fund	\$199,987.52	XXXXXXXXXXXXXXXXXXXX	\$130,760.00	\$330,747.52
104 Parks & Recreation	\$1,425,234.83	XXXXXXXXXXXXXXXXXXXX	\$1,162,550.00	\$2,587,784.83
105 Local License Fee	\$1,585,585.82	XXXXXXXXXXXXXXXXXXXX	\$261,500.00	\$1,847,085.82
106 Police Special	\$6,577,936.62	XXXXXXXXXXXXXXXXXXXX	\$5,698,000.00	\$12,275,936.62
107 Fire Special	\$896,076.48	XXXXXXXXXXXXXXXXXXXX	\$1,314,500.00	\$2,210,576.48
108 Street M & R Special	\$437,898.61	XXXXXXXXXXXXXXXXXXXX	\$2,835,000.00	\$3,272,898.61
109 Grants	\$1,787,292.93	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$1,787,292.93
115 County Local License Fee	\$155,025.70	XXXXXXXXXXXXXXXXXXXX	\$63,500.00	\$218,525.70
116 State DARE Grant	\$5,100.82	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$5,100.82
125 CDBG	\$262,536.00	XXXXXXXXXXXXXXXXXXXX	\$170,000.00	\$432,536.00
127 CHIP Grant	\$0.00	XXXXXXXXXXXXXXXXXXXX	\$650,000.00	\$650,000.00
129 Ohio Housing Trust	\$39,535.20	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$39,535.20
130 Open Space #1	\$33,108.91	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$33,108.91
131 Open Space #2	\$1,595.29	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$1,595.29
134 Non-Point Source Grant	\$0.00	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$0.00
137 CHIP Revolving Loan Fund	\$74,396.34	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$74,396.34
138 CDBG-CHIP CFDA 14.2	\$124,906.98	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$124,906.98
139 HOME-CHIP CFDA 14.2	\$234,285.40	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$234,285.40
140 Parking	\$17,359.41	XXXXXXXXXXXXXXXXXXXX	\$60,000.00	\$77,359.41
143 Economic Development	\$120,139.08	XXXXXXXXXXXXXXXXXXXX	\$27,000.00	\$147,139.08
144 Cable TV	\$672,562.61	XXXXXXXXXXXXXXXXXXXX	\$345,600.00	\$1,018,162.61
145 Railroad Renovations	\$325,377.98	XXXXXXXXXXXXXXXXXXXX	\$100,000.00	\$425,377.98
147 Airport FAA Grants	\$242,603.58	XXXXXXXXXXXXXXXXXXXX	\$300,000.00	\$542,603.58
150 Drug Enforcement Trust	\$30,698.21	XXXXXXXXXXXXXXXXXXXX	\$3,500.00	\$34,198.21
151 Federal Equitable Sharing	\$24,854.26	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$24,854.26

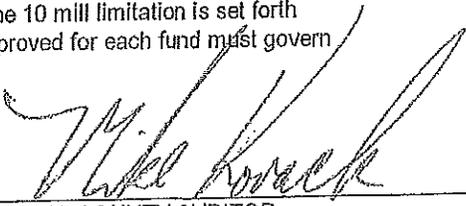
152 Police Training	\$24,860.00	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$24,860.00
155 Law Enforcement Trust	\$21,265.94	XXXXXXXXXXXXXXXXXXXX	\$5,000.00	\$26,265.94
158 Sealing of Records	\$18,486.70	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$18,486.70
159 Presentence Investigation	\$114,037.75	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$114,037.75
160 Computer Legal Research	\$55,754.87	XXXXXXXXXXXXXXXXXXXX	\$35,734.00	\$91,488.87
161 Court Probation Services	\$58,149.85	XXXXXXXXXXXXXXXXXXXX	\$140,000.00	\$198,149.85
162 Court FF&E	\$88,443.00	XXXXXXXXXXXXXXXXXXXX	\$55,000.00	\$143,443.00
163 DUI Enforcement	\$36,802.14	XXXXXXXXXXXXXXXXXXXX	\$2,500.00	\$39,302.14
164 Community Service	\$4,626.82	XXXXXXXXXXXXXXXXXXXX	\$1,000.00	\$5,626.82
165 Indigent Alcohol	\$212,258.02	XXXXXXXXXXXXXXXXXXXX	\$46,300.00	\$258,558.02
166 Indigent Driver Alcohol Monitorin	\$262,373.59	XXXXXXXXXXXXXXXXXXXX	\$46,900.00	\$309,273.59
167 Court Clerk Computer	\$255,987.44	XXXXXXXXXXXXXXXXXXXX	\$128,500.00	\$384,487.44
168 Case Management System	\$103,362.66	XXXXXXXXXXXXXXXXXXXX	\$46,800.00	\$150,162.66
169 Court Special Projects	\$4,307,995.37	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$4,307,995.37
301 General Purpose Capital	\$418,601.78	XXXXXXXXXXXXXXXXXXXX	\$638,300.00	\$1,056,901.78
304 Park/Recreation Capital	\$353.17	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$353.17
307 Fire Capital Projects	\$518,172.16	XXXXXXXXXXXXXXXXXXXX	\$173,100.00	\$691,272.16
329 Capital Projects	\$191,400.00	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$191,400.00
380 Issue II Projects Fund	\$502,829.89	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$502,829.89
381 Street Resurfacing Capital	\$195,465.16	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$195,465.16
384 Black Top Resurfacing	\$68,771.95	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$68,771.95
385 Curbs & Alleys Capital	\$18,279.85	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$18,279.85
386 Federal Highway Administration	\$900,801.00	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$900,801.00
388 Computer/Electronic Capital Repl	\$328,959.43	XXXXXXXXXXXXXXXXXXXX	\$173,100.00	\$502,059.43
389 Unanticipated Capital Contingenc	\$967,824.31	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$967,824.31
418 Special Assess Bond Retire	\$707,065.93	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$707,065.93
428 SA Projects	\$23,299.09	XXXXXXXXXXXXXXXXXXXX	\$17,500.00	\$40,799.09
513 Water	\$1,874,949.91	XXXXXXXXXXXXXXXXXXXX	\$4,709,700.00	\$6,584,649.91
514 Sanitation	\$1,853,761.58	XXXXXXXXXXXXXXXXXXXX	\$3,388,500.00	\$5,242,261.58
546 Water Capital Improvement	\$925,257.48	XXXXXXXXXXXXXXXXXXXX	\$664,000.00	\$1,589,257.48
547 Airport	\$363,924.12	XXXXXXXXXXXXXXXXXXXX	\$107,500.00	\$471,424.12
574 Recreation Center Administration	\$2,152,980.32	XXXXXXXXXXXXXXXXXXXX	\$2,764,800.00	\$4,917,780.32
575 MCRC Capital	\$145.35	XXXXXXXXXXXXXXXXXXXX	\$100,000.00	\$100,145.35
582 Stormwater Utility	\$52,134.94	XXXXXXXXXXXXXXXXXXXX	\$0.00	\$52,134.94

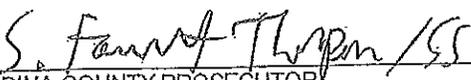
616 125 Plan Fund	\$29,048.43	xxxxxxxxxxxxxxxxxxxx	\$50,000.00	\$79,048.43
625 Payroll	\$605,793.07	xxxxxxxxxxxxxxxxxxxx	\$15,000,000.00	\$15,605,793.07
637 Trust & Agency	\$1,500.00	xxxxxxxxxxxxxxxxxxxx	\$307,150.00	\$308,650.00
676 Automotive Mechanics Revolving	\$5,000.00	xxxxxxxxxxxxxxxxxxxx	\$420,000.00	\$425,000.00
722 Water Meter Deposit	\$60.00	xxxxxxxxxxxxxxxxxxxx	\$0.00	\$60.00
723 Developer Deposit	\$54,729.08	xxxxxxxxxxxxxxxxxxxx	\$20,000.00	\$74,729.08
736 Friends of the Cemetery	\$4,124.33	xxxxxxxxxxxxxxxxxxxx	\$750.00	\$4,874.33
739 Tricentennial Savings	\$220.75	xxxxxxxxxxxxxxxxxxxx	\$200.00	\$420.75
741 Utility Deposit	\$132,017.36	xxxxxxxxxxxxxxxxxxxx	\$35,000.00	\$167,017.36
743 Shade Tree Trust	\$1,161.37	xxxxxxxxxxxxxxxxxxxx	\$250.00	\$1,411.37
819 Cemetery Endowment	\$1,500.00	xxxxxxxxxxxxxxxxxxxx	\$100.00	\$1,600.00
820 Cemetery Investment	\$648,700.07	xxxxxxxxxxxxxxxxxxxx	\$41,500.00	\$690,200.07
821 Cemetery Mausoleum	\$15,871.42	xxxxxxxxxxxxxxxxxxxx	\$4,600.00	\$20,471.42
901 Unclaimed Monies	\$4,631.17	xxxxxxxxxxxxxxxxxxxx	\$15,000.00	\$19,631.17
902 Bicentennial Committee	\$43,960.68	xxxxxxxxxxxxxxxxxxxx	\$0.00	\$43,960.68
924 Law Library	(\$4,436.59)	xxxxxxxxxxxxxxxxxxxx	\$70,000.00	\$65,563.41
938 Bid and Performance Bond	\$27,121.00	xxxxxxxxxxxxxxxxxxxx	\$105,000.00	\$132,121.00
939 Oh. Bd. of Bldg. Stand.	\$1,500.00	xxxxxxxxxxxxxxxxxxxx	\$15,000.00	\$16,500.00
975 Panning and Zoning Deposits	\$312.50	xxxxxxxxxxxxxxxxxxxx	\$0.00	\$312.50
TOTAL	\$38,591,440.70	\$3,865,000.00	\$49,769,890.00	\$92,226,330.70

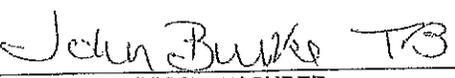
The Budget Commission further certifies its action on the foregoing budget and the County Auditor's estimate of the rate of each tax to be levied within and without the 10 mill limitation is set forth in the proper columns in the tax budget and the total amount approved for each fund must govern the amount of appropriation from such fund.

DATE: September 18,

2020


 MEDINA COUNTY AUDITOR


 MEDINA COUNTY PROSECUTOR


 MEDINA COUNTY TREASURER



132 North Elmwood Ave.
P.O. Box 703
Medina, Ohio 44250-0703
Phone: 330-725-8861
Fax: 330-722-9045
www.medinaohio.org

*Res. 121-20
Exh. A*

To: Council, Mayor

From: Keith H. Dirham, Director of Finance

Re: 2021 Tax Budget

Date: Friday, June 19, 2020

Attached is your copy of the Tax Budget. The comparative millages are offered for your review.

	2015	2016	2017	2018	2019	2020	2021
Inside Millage							
General Fund	2.30	2.30	2.30	2.10	2.10	2.10	2.00
Police Pension	0.90	0.90	0.90	1.10	1.10	1.10	1.20
Outside Millage							
Ambulance	2.20	2.20	2.20	2.20	2.20	2.20	3.20
Inside total	3.20						

SCHEDULE B

TAX YEAR 2020

COLLECTION YEAR 2021

2020 ESTIMATED VALUES & YIELDS

LEVIES INSIDE & OUTSIDE THE 10 MILL LIMITATION
 SUBDIVISION: MEDINA CITY

1. RES/AG	\$6,430
2. OTHER REAL	\$437,180
3. PUCCO PERSONAL	\$8,800
4. RES/AG NEW CONSTR.	\$0
5. OTHER NEW CONSTR.	\$0
6. TOTAL	\$452,390

GENERAL FUND	PURPOSE	LAST YR. VOTED	NO # YEARS	TAX YEAR		COLL. YEAR		FULL MILLAGE	REDUCTION		EFFECTIVE		RES/AG	OTHER	PUCCO PERSONAL	NEW CONSTRUCTION	TOTAL
				FIRST/LAST	FIRST/LAST	FIRST/LAST	FIRST/LAST		RES/AG	OTHER	RES/AG	OTHER					
								1.80	0.000000	0.000000	1.800000	1.800000	\$0	\$800	\$0	\$0	\$800
	POLICE PENSION							1.20	0.000000	0.000000	1.200000	1.200000	\$0	\$500	\$0	\$0	\$500
2000	AMBULANCE	2019	5	2020/2024	2021/2025			2.20	0.280246	0.265294	1.583469	1.616363	\$0	\$700	\$0	\$0	\$700
2020	AMBULANCE	2019	5	2020/2024	2021/2025			1.00	0.000000	0.000000	1.000000	1.000000	\$0	\$400	\$0	\$0	\$400

3.00	INSIDE MILLAGE	\$0	\$2,400	\$0	\$0	\$2,400
2.20	OUTSIDE MILLAGE					
5.20	TOTAL MILLAGE					

5.583459 RES/AG EFFECTIVE
 5.616363 OTHER EFFECTIVE

SCHEDULE B TAX YEAR 2020 COLLECTION YEAR 2021

2020 ESTIMATED VALUES & YIELDS

LEAVES INSIDE & OUTSIDE THE 10 MILL LIMITATION
SUBDIVISION: MEDINA CITY

1. RES/AG	\$82,710
2. OTHER REAL	\$807,560
3. PUCO PERSONAL	\$0
4. RES/AG NEW CONSTR.	\$0
5. OTHER NEW CONSTR.	\$10,850,140
6. TOTAL	\$11,740,700

FUND TYPE	PURPOSE	LAST YR. VOTED	NO.# YEARS	TAX YEAR FIRST/LAST	COLL. YEAR FIRST/LAST	FULL MILLAGE	REDUCTION RES/AG OTHER	EFFECTIVE RES/AG OTHER	RES/AG	OTHER	PUCO PERSONAL	NEW CONSTRUCTION	TOTAL
GENERAL FUND						0.40	0.000000 0.000000	0.400000 0.400000	\$0	\$300	\$0	\$4,200	\$4,500
	POLICE PENSION					1.20	0.000000 0.000000	1.200000 1.200000	\$100	\$900	\$0	\$12,800	\$13,800
2000	AMBULANCE	2019	5	2020/2024	2021/2025	2.20	0.289246 0.285294	1.583456 1.616353	\$100	\$1,300	\$0	\$17,000	\$18,400
2020	AMBULANCE	2019	5	2020/2024	2021/2025	1.00	0.000000 0.000000	1.000000 1.000000	\$100	\$800	\$0	\$10,500	\$11,400

1.60	INSIDE MILLAGE	\$300			
2.20	OUTSIDE MILLAGE		\$3,300	\$0	\$44,300
3.80	TOTAL MILLAGE				\$47,900

4.183459	RES/AG EFFECTIVE
4.216353	OTHER EFFECTIVE

SCHEDULE B

TAX YEAR 2020

COLLECTION YEAR 2021

2020 ESTIMATED VALUES & YIELDS

- 1. RES/AG \$0
- 2. OTHER REAL \$223,600
- 3. PUCC PERSONAL \$0
- 4. RES/AG NEW CONSTR. \$0
- 5. OTHER NEW CONSTR. \$0
- 6. TOTAL \$223,600

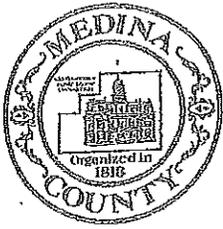
LEEVES INSIDE & OUTSIDE THE 10 MILL LIMITATION

SUBDIVISION: MEDINA CITY

FUND TYPE	PURPOSE	LAST YR. VOTED	NO.# YEARS	TAX YEAR FIRST/LAST	COLL. YEAR FIRST/LAST	FULL MILLAGE	REDUCTION		EFFECTIVE		RES/AG	OTHER	PUCC PERSONAL	NEW CONSTRUCTION	TOTAL
							RES/AG	OTHER	RES/AG	OTHER					
GENERAL FUND						0.30	0.000000	0.000000	0.300000	0.300000	\$0	\$100	\$0	\$0	\$100
	POLICE PENSION					1.20	0.000000	0.000000	1.200000	1.200000	\$0	\$300	\$0	\$0	\$300
2000	AMBULANC	2019	5	2020/2024	2021/2025	2.20	0.280246	0.265294	1.583459	1.618353	\$0	\$400	\$0	\$0	\$400
2020	AMBULANC	2019	5	2020/2024	2021/2025	1.00	0.000000	0.000000	1.000000	1.000000	\$0	\$200	\$0	\$0	\$200
		2020 INCREASE													

1.50 INSIDE MILLAGE \$0 \$1,000 \$0 \$1,000
 2.20 OUTSIDE MILLAGE \$0 \$1,000 \$0 \$1,000
 3.70 TOTAL MILLAGE

4.083459 RES/AG EFFECTIVE
 4.115353 OTHER EFFECTIVE



MEDINA COUNTY BUDGET COMMISSION

144 North Broadway St., Room 301
Medina, Ohio 44256
Mike Kovack, Secretary
www.medinacountyauditor.org

September 2020

Medina City *K. H. H.*

The Ohio Department of Taxation has released the 2021 estimates for Local Government Funds. Below is your estimate.

2021 Estimated Distribution \$ 375,196

Should you have any questions regarding these amounts, please do not hesitate to contact me.

Sincerely,

Mike Kovack
Mike Kovack
Medina County Auditor
Secretary, Medina County Budget Commission

MEDINA CITY				
PURPOSE	For 2018 Actual	For 2019 Actual	For 2020 Estimated	For 2021 Estimated
GENERAL FUND REVENUE				
LOCAL TAXES				
Property Taxes	1,133,069.57	1,136,602.43	1,351,797.00	1,379,333.00
Tangible Personal Property Tax	0.00	0.00	0.00	0.00
Municipal Income Tax	3,485,677.46	3,765,191.84	3,468,000.00	3,522,000.00
TOTAL LOCAL TAXES:	4,618,747.03	4,901,794.27	4,819,797.00	4,901,333.00
INTERGOVERNMENTAL REVENUES:				
State Shared Taxes and Permits				
Local Government	403,466.88	456,906.82	405,000.00	405,000.00
Estate Tax	0.00	0.00	0.00	0.00
Cigarette License Fees	2,831.79	2,593.25	2,700.00	2,700.00
Lodging Tax	1,171.28	1,107.68	850.00	850.00
Liquor Permit Fees	31,078.25	30,638.65	25,000.00	25,000.00
Local Govt Rev Assistance	0.00	0.00	0.00	0.00
Homestead/Rollback	127,607.32	126,598.83	131,000.00	134,000.00
Other State Shared Taxes & Permits	3,400.00	28,990.29	1,150.00	1,150.00
TOTAL STATE SHARED TAXES AND PERMITS:	569,555.52	646,835.52	565,700.00	568,700.00
Federal Grants or Aid	0.00	0.00	0.00	0.00
State Grants or Aid	0.00	0.00	0.00	0.00
Other Grants or Aid	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00
Special Assessments	0.00	0.00	0.00	0.00
Charges for Services	337,379.62	331,478.86	303,000.00	303,000.00
Fines, Licenses, and Permits	1,559,355.23	1,267,951.26	1,178,600.00	1,112,800.00
Miscellaneous	796,335.55	579,552.75	283,750.00	283,750.00
OTHER FINANCING SOURCES:				
Proceeds from Sale of Debt	0.00	0.00	0.00	0.00
Transfers	0.00	0.00	0.00	0.00
Advances	4,858,079.00	1,695,606.00	2,000,000.00	0.00
Other Sources	653.50	1,395.99	5,000.00	5,000.00
TOTAL REVENUE:	12,740,105.45	9,424,614.65	9,155,847.00	7,174,583.00

MEDINA CITY PURPOSE	For 2018 Actual	For 2019 Actual	For 2020 Estimated	For 2021 Estimated
EXPENDITURES				
SECURITY OF PERSONS AND PROPERTY				
Contractual Services	187,378.10	140,831.92	194,448.97	198,868.26
Supplies and Materials	24,621.90	18,805.63	25,551.03	26,131.74
Capital Outlay	0.00	0.00	0.00	0.00
TOTAL SECURITY OF PERSONS AND PROPERTY:	212,000.00	159,337.55	220,000.00	225,000.00
PUBLIC HEALTH SERVICES				
Personal Services	106,331.07	104,884.42	109,920.05	113,653.82
Travel Transportation	0.00	0.00	0.00	0.00
Contractual Services-Cemetery	16,059.37	15,840.86	16,601.42	17,165.34
Supplies	40,170.97	39,624.43	41,526.85	42,937.44
Capital Outlay	53,331.59	52,606.00	55,131.68	57,004.40
TOTAL PUBLIC HEALTH SERVICES:	215,893.00	212,955.73	223,180.00	230,761.00
LEISURE TIME ACTIVITIES				
Personal Services	0.00	0.00	0.00	0.00
Benefits & Insurance	0.00	0.00	0.00	0.00
TOTAL LEISURE TIME ACTIVITIES:	0.00	0.00	0.00	0.00
COMMUNITY ENVIRONMENT				
Personal Services	655,049.42	685,642.08	704,689.27	740,671.07
Benefits & Insurance	0.00	0.00	0.00	0.00
Contractual Services	162,174.10	144,990.55	174,463.70	183,371.91
Supplies and Materials	26,069.47	23,307.22	28,045.03	29,477.02
Capital Outlay	0.00	0.00	0.00	0.00
TOTAL COMMUNITY ENVIRONMENT:	843,292.99	753,939.85	907,198.00	953,520.00
BASIC UTILITY SERVICES				
Personal Services	0.00	0.00	1,185.00	1,185.00
Benefits & Insurance	0.00	0.00	0.00	0.00
TOTAL BASIC UTILITY SERVICES	0.00	0.00	1,185.00	1,185.00
GENERAL GOVERNMENT:				
Personal Services	4,145,715.80	4,349,201.63	4,607,409.92	4,741,066.26
Benefits & Insurance	0.00	0.00	0.00	0.00
Contractual Services	1,230,719.73	1,247,310.91	1,321,362.67	1,359,694.08
Supplies and Materials	607,309.95	615,497.02	652,038.54	670,953.53
Capital Outlay	7,168.88	7,265.52	7,696.87	7,920.14
TOTAL GENERAL GOVERNMENT	5,990,914.36	6,219,275.08	6,588,508.00	6,779,634.00
DEBT SERVICE				
Redemption of Principal	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE:	0.00	0.00	0.00	0.00
OTHER USES OF FUNDS				
Transfers	133,386.60	60,000.00	112,500.00	117,500.00
Advances	3,668,989.00	6,057,436.00	0.00	0.00
TOTAL OTHER USES OF FUNDS:	3,802,375.60	6,117,436.00	112,500.00	117,500.00
TOTAL EXPENDITURES:	11,064,475.95	13,462,943.21	8,052,571.00	8,307,600.00
Revenues over/(under) Expenditures	1,675,629.50	(4,038,328.56)	1,103,276.00	(1,133,017.00)
Beginning Unencumbered Balance	2,750,153.71	4,425,783.21	387,454.65	1,490,730.65
Ending Cash Fund Balance	4,425,783.21	387,454.65	1,490,730.65	357,713.65
Estimated Encumbrances (outstanding at year end)	183,191.20	151,378.10	250,000.00	350,000.00
Estimated Ending Unencumbered Fund Balance	4,242,592.01	236,076.55	1,240,730.65	7,713.65

POLICE AND FIRE PENSION FUND
SPECIAL REVENUE LEVY

DESCRIPTION	For 2018 ACTUAL	For 2019 ACTUAL	For 2020 ESTIMATE	For 2021 ESTIMATE
REVENUE				
LOCAL TAXES				
General Property Tax - Real Estate	592,801.80	594,900.21	607,594.00	619,746.00
Tangible Personal Property Tax	0.00	0.00	0.00	0.00
Other - House Trailer	657.94	583.90	481.00	491.00
TOTAL LOCAL TAXES:	593,459.74	595,484.11	608,075.00	620,237.00
INTERGOVERNMENTAL REVENUE				
State Shared Taxes and Permits Property Tax Allocation	66,846.33	66,322.45	43,291.00	44,157.00
TOTAL INTERGOVERNMENTAL REVENUE:	66,846.33	66,322.45	43,291.00	44,157.00
OTHER FINANCING SOURCES				
Advances	0.00	0.00	0.00	0.00
Other Sources	0.00	0.00	0.00	0.00
TOTAL REVENUE:	660,306.07	661,806.56	651,366.00	664,394.00
EXPENDITURES				
SECURITY OF PERSONS AND PROPERTY				
Personal Services	618,082.58	624,591.27	689,493.00	691,301.00
Contractual Services	11,388.91	11,926.38	19,500.00	19,500.00
Capital Outlay	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	629,471.49	636,517.65	708,993.00	710,801.00
Revenues over/(under) Expenditures	30,834.58	25,288.91	(57,627.00)	(46,407.00)
Beginning Unencumbered Balance	1,270,344.74	1,301,179.32	1,326,468.23	1,268,841.23
Ending Cash Fund Balance	1,301,179.32	1,326,468.23	1,268,841.23	1,222,434.23
Estimated Encumbrances (outstanding at year end)	0.00	0.00	0.00	0.00
Estimated Ending Unencumbered Fund Balance	1,301,179.32	1,326,468.23	1,268,841.23	1,222,434.23

EMERGENCY MEDICAL SERVICE FUND
SPECIAL REVENUE LEVY

DESCRIPTION	For 2018 ACTUAL	For 2019 ACTUAL	For 2020 ESTIMATE	For 2021 ESTIMATE
REVENUE				
LOCAL TAXES				
General Property Tax - Real Estate	981,061.93	983,629.52	1,059,918.00	1,468,478.00
Tangible Personal Property Tax	0.00	0.00	0.00	0.00
Other - House Trailer	1,098.72	976.00	1,436.00	2,065.00
TOTAL LOCAL TAXES:	982,160.65	984,605.52	1,061,354.00	1,470,543.00
INTERGOVERNMENTAL REVENUES:				
Property Tax Allocation	110,688.68	109,772.07	127,604.00	168,457.00
Other Sources	0.00	0.00	0.00	0.00
Transfers	0.00	0.00	0.00	0.00
TOTAL REVENUE:	1,092,849.33	1,094,377.59	1,188,958.00	1,639,000.00
EXPENDITURES				
SECURITY OF PERSONS AND PROPERTY				
Contractual Services	1,275,939.32	1,366,915.94	1,423,300.00	1,475,850.00
Supplies & Materials	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00
Transfers	0.00	0.00	0.00	0.00
TOTAL SECURITY OF PERSONS AND PROPERTY:	1,275,939.32	1,366,915.94	1,423,300.00	1,475,850.00
OTHER USES OF FUNDS				
Transfers	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	1,275,939.32	1,366,915.94	1,423,300.00	1,475,850.00
Revenues over/(under) Expenditures	(183,089.99)	(272,538.35)	(234,342.00)	163,150.00
Beginning Unencumbered Balance	1,130,848.30	947,768.31	675,219.96	440,877.96
Ending Cash Fund Balance	947,758.31	675,219.96	440,877.96	604,027.96
Estimated Encumbrances (outstanding at year end)	145,295.19	129,868.71	225,000.00	225,000.00
Estimated Ending Unencumbered Fund Balance	802,463.12	545,351.25	215,877.96	379,027.96

OTHER FUNDS:

(List all Funds Individually Unless Reported on Exhibit I or II)

MEDINA CITY
EXHIBIT III

FUND BALANCE	EST UNENC	BUDGET YEAR RECEIPTS	TOTAL AVAILABLE	BUDGET YEAR EXPENDITURES AND ENCUMBRANCES			ESTIMATED UNENCUMB. BAL.
				PERSONAL SERVICES	OTHER	TOTAL	
1/1/2021							12/31/2024
102	Street Repair & Maintenance Fund	914,696.07	2,602,446.07	600,000.00	1,021,368.00	1,621,368.00	981,079.07
103	State Highway Fund	199,987.52	330,747.52	35,000.00	62,022.00	97,022.00	233,725.52
104	Parks and Recreation	1,425,234.83	2,587,784.83	475,000.00	711,280.00	1,186,280.00	1,401,504.83
105	Local License Fee	1,585,585.82	1,647,085.82	0.00	253,500.00	253,500.00	1,593,585.82
106	Police Special	6,577,936.82	12,275,936.82	0.00	4,200,000.00	2,226,291.00	5,849,645.82
107	Fire Special	896,076.48	2,210,576.48	700,000.00	612,209.00	1,312,209.00	898,367.48
108	Street Repair & Maintenance Special Grants	437,898.61	3,272,898.61	0.00	2,835,000.00	2,835,000.00	437,898.61
109	County Local License Fee	1,787,292.93	1,787,292.93	0.00	63,500.00	63,500.00	1,787,292.93
115	State DARE Grant	165,025.70	218,525.70	0.00	0.00	0.00	165,025.70
116	CDBG	5,100.82	5,100.82	0.00	0.00	0.00	5,100.82
122	CHIP Grant	262,536.00	482,536.00	0.00	0.00	0.00	262,536.00
129	Ohio Housing Trust	0.00	650,000.00	0.00	0.00	0.00	650,000.00
130	Open Space #1	39,535.20	39,535.20	0.00	0.00	0.00	39,535.20
131	Open Space #2	33,108.91	33,108.91	0.00	0.00	0.00	33,108.91
134	Non-Point Source Grant	1,595.29	1,595.29	0.00	0.00	0.00	1,595.29
137	Chip Revolving Loan Fund	0.00	0.00	0.00	0.00	0.00	0.00
138	CDBG-CHIP CFDA 14.2	74,396.34	74,396.34	0.00	0.00	0.00	74,396.34
139	HOME-CHIP CFDA 14.2	124,906.98	124,906.98	0.00	0.00	0.00	124,906.98
140	Parking	234,285.40	234,285.40	0.00	0.00	0.00	234,285.40
143	Economic Development	17,359.41	77,359.41	50,000.00	0.00	0.00	234,285.40
144	Cable TV	120,139.08	147,139.08	0.00	35,066.00	35,066.00	85,066.00
145	Railroad Renovation	672,562.61	1,018,162.61	0.00	27,000.00	27,000.00	625,162.61
147	Airport FAA Grants	325,377.98	425,377.98	140,000.00	252,657.00	392,657.00	625,305.61
150	Drug Enforcement Trust	242,603.58	542,603.58	10,000.00	80,000.00	90,000.00	335,377.98
151	Federal Equitable Sharing	30,698.21	34,198.21	0.00	0.00	0.00	542,603.58
152	Police Training	24,854.26	24,854.26	0.00	0.00	0.00	24,854.26
155	Law Enforcement Trust	24,860.00	24,860.00	0.00	0.00	0.00	24,860.00
158	Sealing of Records	21,265.94	25,265.94	0.00	0.00	0.00	21,265.94
159	Presentence Investigation	18,486.70	18,486.70	0.00	0.00	0.00	18,486.70
160	Computer Legal Research	114,037.75	114,037.75	0.00	0.00	0.00	114,037.75
161	Court Probation Services	55,754.87	91,488.87	0.00	0.00	0.00	55,754.87
162	Court FF&E	58,149.85	198,149.85	80,000.00	39,197.00	39,197.00	52,291.87
163	DUI Enforcement	88,443.00	143,443.00	0.00	78,354.00	78,354.00	156,354.00
164	Community Service	36,802.14	39,802.14	0.00	0.00	0.00	36,802.14
165	Indigent Driver Alcohol Treatment	4,626.82	5,826.82	0.00	0.00	0.00	4,626.82
166	Indigent Driver Alcohol Monitoring/Intr	212,258.02	258,558.02	0.00	70,000.00	70,000.00	188,558.02
167	Court Clerk Computer	262,373.59	309,273.59	0.00	30,000.00	30,000.00	279,273.59
168	Case Management System	265,987.44	384,487.44	100,000.00	14,803.00	114,803.00	269,684.44
169	Court Special Projects	103,362.66	150,162.66	0.00	0.00	0.00	103,362.66
		4,307,995.37	4,307,995.37	0.00	0.00	0.00	4,307,995.37
	TOTAL SPECIAL REVENUE:	21,753,198.80	37,070,592.80	6,390,000.00	8,410,227.00	14,850,227.00	22,220,365.80

ESTIMATED UNENCUMBER BAL 12/31/2021

DEBT SERVICE FUNDS
418 Special Assessment Bond Retirement Fund

TOTAL DEBT SERVICE:

FUND BALANCE	BUDGET YEAR RECEIPTS	TOTAL AVAILABLE	PERSONAL SERVICES	OTHER	TOTAL	ESTIMATED UNENCUMBER BAL
707,065.93	0.00	707,065.93	0.00	0.00	0.00	707,065.93
TOTAL DEBT SERVICE:						707,065.93

CAPITAL PROJECT FUNDS

301 General Purpose Capital	418,601.78	688,300.00	1,056,901.78	0.00	291,188.00	755,713.78
304 Park/Recreation Capital	353.17	0.00	353.17	0.00	0.00	353.17
307 Fire Capital Projects	518,172.16	173,100.00	691,272.16	0.00	0.00	691,272.16
329 Capital Projects	181,400.00	0.00	191,400.00	0.00	0.00	191,400.00
380 Issue II Projects Fund	502,829.89	0.00	502,829.89	0.00	0.00	502,829.89
381 Street Resurfacing Capital	195,465.16	0.00	195,465.16	0.00	0.00	195,465.16
384 Black Top Resurfacing	68,771.95	0.00	68,771.95	0.00	0.00	68,771.95
385 Cuts & Alleys Capital	18,279.85	0.00	18,279.85	0.00	0.00	18,279.85
386 Federal Highway Administration	900,801.00	0.00	900,801.00	0.00	0.00	900,801.00
388 Computer/Electronic Capital Replacement	328,559.43	173,100.00	502,059.43	0.00	195,000.00	307,059.43
389 Unanticipated Capital Contingencies	987,824.31	0.00	987,824.31	0.00	0.00	987,824.31
428 Special Assessment Projects	29,299.09	17,500.00	40,799.09	0.00	10,150.00	30,649.09
TOTAL CAPITAL PROJECT:						4,134,757.79

PROPRIETARY & ENTERPRISE FUNDS

513 Water	1,674,949.91	4,709,700.00	6,584,849.91	1,350,000.00	3,766,759.78	5,116,759.78
514 Sanitation	1,853,761.58	3,388,500.00	5,242,261.58	1,250,000.00	2,426,997.00	3,676,997.00
546 Water Capital Improvement	925,287.48	664,000.00	1,589,287.48	0.00	894,750.00	894,750.00
547 Airport	363,924.12	107,500.00	471,424.12	0.00	92,000.00	92,000.00
574 Recreation Center Administration	2,152,980.32	2,764,800.00	4,917,780.32	1,500,000.00	1,340,345.00	2,840,345.00
575 MCRG Capital	145.35	100,000.00	100,145.35	0.00	100,000.00	100,000.00
582 Stormwater Utility	52,134.94	0.00	52,134.94	0.00	0.00	52,134.94
TOTAL ENTERPRISE:						7,223,183.70

INTERNAL SERVICE FUNDS

616 126 Plan Fund	29,048.43	50,000.00	79,048.43	0.00	40,000.00	40,000.00
625 Payroll	605,793.07	15,000,000.00	15,605,793.07	0.00	14,445,000.00	14,445,000.00
637 Agency	1,500.00	307,150.00	308,650.00	0.00	229,600.00	229,600.00
676 Automotive Mechanics Revolving	5,000.00	420,000.00	425,000.00	0.00	423,117.00	423,117.00
TOTAL INTERNAL SERVICE:						641,341.50

TOTAL DEBT SERVICE:

707,065.93	0.00	707,065.93	0.00	0.00	0.00	707,065.93
------------	------	------------	------	------	------	------------

TOTAL CAPITAL PROJECT:

4,134,757.79	1,002,000.00	5,136,757.79	0.00	496,338.00	496,338.00	4,640,419.79
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PROPRIETARY & ENTERPRISE FUNDS

7,223,183.70	11,734,500.00	18,957,683.70	4,100,000.00	8,620,851.78	12,720,851.78	6,236,801.92
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INTERNAL SERVICE FUNDS

641,341.50	15,777,150.00	16,418,491.50	0.00	15,137,717.00	15,137,717.00	1,280,774.50
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ESTIMATED
UNENCUMB. BAL.
12/31/2021

BUDGET YEAR EXPENDITURES AND ENCUMBRANCES

MEDINA CITY

FUND BALANCE
1/1/2021

BUDGET
YEAR
RECEIPTS

TOTAL
AVAILABLE

PERSONAL
SERVICES

OTHER

TOTAL

FIDUCIARY	EST	BUDGET	TOTAL	PERSONAL	OTHER	TOTAL	ESTIMATED
	FUND BALANCE	YEAR	AVAILABLE	SERVICES			UNENCUMB. BAL.
	1/1/2021	RECEIPTS					12/31/2021
TRUST AND AGENCY FUNDS							
722	Water Meter Deposit	60.00	0.00	60.00	0.00	60.00	60.00
723	Developer Deposit	54,729.08	20,000.00	74,729.08	0.00	17,000.00	57,729.08
736	Friends of the Cemetery	4,124.33	750.00	4,874.33	0.00	750.00	4,124.33
739	Tricentennial Savings	220.75	200.00	420.75	0.00	0.00	420.75
741	Utility Deposits	132,017.36	35,000.00	167,017.36	0.00	30,000.00	137,017.36
743	Shade Tree Trust	1,161.37	250.00	1,411.37	0.00	0.00	1,411.37
819	Cemetery Endowment	1,500.00	100.00	1,600.00	0.00	1,500.00	100.00
820	Cemetery Investment	648,700.07	41,500.00	690,200.07	0.00	5,000.00	685,200.07
821	Cemetery Mausoleum	15,871.42	4,600.00	20,471.42	0.00	0.00	20,471.42
901	Unclaimed Monies	4,531.17	15,000.00	19,531.17	0.00	0.00	19,531.17
902	Bicentennial Committee	43,960.68	0.00	43,960.68	0.00	0.00	43,960.68
924	Law Library	(4,436.59)	70,000.00	65,563.41	0.00	50,000.00	15,563.41
938	Bid and Performance Bond	27,121.00	105,000.00	132,121.00	0.00	50,000.00	82,121.00
939	Ohio Board of Bldg. Standards	1,500.00	15,000.00	16,500.00	0.00	4,500.00	12,000.00
975	Planning and Zoning Deposits	312.50	0.00	312.50	0.00	0.00	312.50
TOTAL TRUST AND AGENCY:		931,473.14	307,400.00	1,238,873.14	0.00	158,750.00	1,080,123.14
TOTAL FOR MEMORANDUM ONLY		\$35,390,990.86	\$44,158,444.00	\$79,529,434.86	\$10,490,000.00	\$32,823,883.78	\$45,363,883.78
							\$36,165,551.08

0000000479

Ohio

Department of
Taxation

Office of the Tax Commissioner
50 E. Broad St., 22nd Floor
Columbus, OH 43216
www.tax.ohio.gov

JOURNAL
ENTRY

Date:

AUG 10 2020

The Honorable Mike Kovack
Medina County Auditor
144 North Broadway St., Rm. 301
Medina, Ohio 44256

Entry Number: 20-07-0179

Re: Approval of Extension for the Medina County Budget Commission to Complete its Work

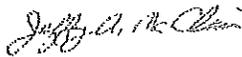
The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on July 1, 2020, for an extension of time beyond the statutory date of September first to complete its work, as provided by Revised Code section 5705.27, finds that the extension of time is necessary and approves October 1, 2020, as the date within which such work shall be completed, pursuant to Ohio Revised Code section 5705.341 (last para.).

The Tax Commissioner also extends the October first deadline contained in Ohio Revised Code section 5705.34 for the political subdivision to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the political subdivision must authorize the necessary tax levies to the auditor by November 2, 2020. The County Auditor must notify each political subdivision affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL.

/s/ Jeffrey A. McClain



JEFFREY A. MCCLAIN
TAX COMMISSIONER

Jeffrey A. McClain
Tax Commissioner

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)

Revised Code, Secs. 5705.34-5705.35

The Council of the City of MEDINA, MEDINA

County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)

20____, at the office of _____ with the following members

present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2021
and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Auditor of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of MEDINA,

MEDINA County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund		\$1,315,500	2.00	
General Bond Retirement Fund				
Police Pension		\$800,300	1.20	
Park Fund				
Recreation Fund				
FIRE Bond				
AMBULANCE Fund	\$1,749,200			3.20
Fund				
TOTAL	\$1,749,200	\$2,115,800	3.20	3.20

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years. ,20		
Current Expense Levy authorized by voters on for not to exceed _____ years. ,20		
Current Expense Levy authorized by voters on for not to exceed _____ years. ,20		
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years. ,20		
Recreation Fund: Levy authorized by voters on for not to exceed _____ years. ,20		
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2019 for not to exceed 5 years. RENEWAL	2.20	\$1,082,300
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2019 for not to exceed 5 years. INCREASE	1.00	\$666,900

and be it further
 RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this
 Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20_____.

Attest:

 President of Council

 Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City
of _____ within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20 _____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR

(City Council)

Adopted _____, 20 ____

Clerk of Council

Filed _____, 20 ____

County Auditor

By _____
Deputy

REQUEST FOR COUNCIL ACTION

No. RCA 20-196-10/13

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 6, 2020
SUBJECT: Repay Advances

Committee: Finance
+ Council

SUMMARY AND BACKGROUND:

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

- \$605,340 from the Issue FHWA Fund (#386) to the General Fund (#001)
- \$298,320 from the Issue FHWA Fund (#386) to the General Fund (#001)
- \$88,825 from the Federal Airport Fund (#147) to the General Fund (#001)
- \$30,000 from the Bicentennial Fund (#902) to the General Fund (#001)

Estimated Cost: \$1,022,485

Suggested Funding:

Sufficient funds in Account No.:

Transfer needed: From Account No.:

To Account No.:

NEW APPROPRIATION needed in Account No.: 386-0661-56615, 386-0675-56615, 147-0670-56615, 902-0355-56615
Refer to Appropriation Adjustment #2020-048
Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 177-20
10-13-20

OIS
2-Hannah
10-6-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-197-10/13

FROM: Kimberly Marshall, Economic Development Director

Committee: Finance

DATE: October 6, 2020

SUBJECT: Discussion and Update on Capital Bill Request FY 2021/2022

SUMMARY AND BACKGROUND:

The State Legislature reached out to the city requesting projects be submitted for consideration for the upcoming Capital Bill Funding Cycle for FY 2021/2022 last year.

The Mayor and I worked with department heads on potential projects for consideration. Council authorized us to move forward with requesting funding for four projects via Resolution 199-19.

There is a matching requirement of 50% but depending on funds available, the city may have to match more.

Due to COVID19 the Capital Bill requests were tabled.

The capital bill funding requests are now being looked at again and we were asked if we wanted to move forward.

We wanted to bring this item back to council for further discussion.

Estimated Cost: TBD

Suggested Funding: TBD

Sufficient funds in Account No.

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

RESOLUTION NO. 199-19

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR GRANT ASSISTANCE TO THE STATE OF OHIO FOR THE FY 2021/2022 CAPITAL BILL FUNDING CYCLE; AND TO SUBMIT DESIRED PROJECTS TO THE STATE FOR CONSIDERATION.

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

SEC. 1: That the Mayor of the City of Medina, Ohio is hereby authorized and directed to submit an application for grant assistance to the State of Ohio for the FY 2021/2022 Capital Bill Funding Cycle.

SEC. 3: That if Grant funds are awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the State of Ohio for the implementation and administration of the Grants.

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: December 9, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 10, 2019

SIGNED: Dennis Hanwell
Mayor



132 North Elmwood Ave.
P.O. Box 703
Medina, Ohio 44258-0703
Phone: 330-725-8861
Fax: 330-722-9045
www.medinach.org

December 27, 2019

Senator Larry Obhof
Senate President
Ohio Senate
1 Capitol Square
Columbus, OH 43215

RE: 2020 Capital Budget Requests

Dear Senator Obhof:

Thank you for the opportunity to submit a capital budget bill request for your consideration. The City of Medina respectfully submits four projects for consideration. These projects have been reviewed, ranked and approved by Medina City Council. (See Attachment A).

Projects are fully outlined in (Attachment B). Please be assured that all project equipment will have a life that exceeds ten (10) years. Here is a brief description of each project in the priority established by City Council:

Project 1: Lighting for East Reagan Public Sidewalk/Multi-Use Trail Connector

This $\frac{3}{4}$ mile section connects East Reagan Parkway from Ashwood Lane with the path installed on North Court Street as part of the ODOT Route 42 project within the City of Medina.

Type of Project: Natural Resources and Parks and Recreation Facilities

Total Cost of Project: \$244,000.00

Funding Requested: \$122,000.00

Project #2: Historic District Replacement Lighting

There are 26 historically designed lampposts in the Medina Historic District that date back to 1923 which are deteriorating and need to be replaced.

Type of Project: Cultural and Sports Facilities

Total Cost of Project: \$130,000.00

Funding Requested: \$65,000.00

Project #3: New Dog Park for Ray Mellert Park

Move the Dog Park from its proximity to the Memorial Pool in Memorial Park to Ray Mellert Park. Project includes design plans, grading, fencing, concrete and features at new Dog Park.

Natural Resources and Parks and Recreation Facilities

Total Cost of Project: \$70,000.00

Funding Requested: \$35,000.00

Project #4: Expansion of Parking Lot at Ray Mellert Park

This project will include grading, paving, and lining of new lot

Type of Project: Natural Resources and Parks and Recreation Facilities

Total Cost of Project: \$142,685.00

Funding Requested: \$71,342.50

In closing, I respectfully request your consideration of these funding opportunities. Please let me know if you or your staff have questions or need additional information.

Sincerely,



Dennis Hanwell
Mayor
City of Medina

REQUEST FOR COUNCIL ACTION

No. RCA 20-198-16/13
Committee: Finance + Council

FROM: Medina Municipal Court

DATE: October 7, 2020

SUBJECT: Authorization to lease a Flex Portable Building (8 x 20).

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests Council to authorize City of Medina to enter a lease agreement with Williams Scotsman Inc. for a flex portable office building (8 x 20).

In response to the COVID-19 pandemic the Medina Municipal Court has incorporated an outer security checkpoint to enforce building capacity and social distancing.

This building will ensure that staff and public coming into the court will be protected from the inclement winter weather.

Lease agreement is subject to Law Director's final approval.

Estimated Cost: 5,381.90

Suggested Funding:

- sufficient funds in Account No. 166-0705-52226 061-0705-5322
- transfer needed from Account No. _____ to Account No. _____
- **NEW APPROPRIATION** needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Pandemic restrictions continuing and inclement weather approaching

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Williams Scotsman, Inc.
1271 Industrial Parkway
Brunswick, OH 44212-4316

Your Williams Scotsman Representative
Tonia Parker
Phone: (330)273-3991 Ext. 77526
Email: tonia.parker@willscot.com
Toll Free: 800-782-1500

Contract Number: 1362360
Revision: 3
Date: October 05, 2020

Lease Agreement Summary - Q#1362360

Lessee:

City of Medina
132 N. Elmwood Ave
Medina, Ohio 44256

Contact:

Cindy Lastuka
135 N. Elmwood Ave
Medina, OH 44256
Phone: (330) 723-3287
Fax: (330) 225-1108
Email: clastuka@medinamunicipalcourt.org

Ship To Address:

135 N. Elmwood Ave Medina Court
MEDINA, OH
44256 US

Product Descriptions

QTY	PRODUCT
1	HQ208

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	\$664.20
INITIAL FEES:	\$366.25
FINAL CHARGES:	\$366.25
TOTAL CHARGES WITH ALL OPTIONS:	\$5,381.90

Comments

PERMITS, FOUNDATION, UTILITY AND ELECTRICAL CONNECTIONS BY OTHERS. SITE MUST BE CLEAR, LEVEL AND EASY ACCESSIBLE UPON ARRIVAL. WAIT-TIME IS CHARGED AT \$80.00 PER HOUR.



Williams Scotsman, Inc.
 1271 Industrial Parkway
 Brunswick, OH 44212-4316

Your Williams Scotsman Representative
 Tonia Parker
 Phone: (330)273-3991 Ext. 77526
 Email: tonia.parker@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1362360
 Revisiori: 3
 Date: October 05, 2020

Lease Agreement

Lessee: 23336738
 City of Medina
 132 N. Elmwood Ave
 Medina, Ohio, 44256

Contact:
 Cindy Lastuka
 135 N. Elmwood Ave
 Medina, OH, 44256
 Phone: (330) 723-3287
 E-mail: clastuka@medinamunicipalcourt.org

Ship To Address:
 135 N. Elmwood Ave Medina Court
 MEDINA, OH, 44256

Delivery Date(on or about):
 10/15/2020

Rental Pricing Per Month	Unit Number:	Quantity	Price	Extended
20x8 HQ Ground Level Office		1	\$465.00	\$465.00
Property Damage Waiver (8)		1	\$44.00	\$44.00
General Liability - Allen Insurance		1	\$22.00	\$22.00
Bas. Workstation Package T2		3	\$44.40	\$133.20
Total Monthly Building Charges:				\$465.00
Subtotal of Other Monthly Charges:				\$199.20
Total Rental Charges Per Month:				\$664.20
Delivery & Installation				
Delivery Freight		1	\$366.25	\$366.25
Total Delivery & Installation Charges:				\$366.25
Final Return Charges*				
Return Freight		1	\$366.25	\$366.25
Due On Final Invoice*:				\$366.25
Total Charges including (7) Month Rental, Delivery, Installation & Return**:				\$5,381.90

Summary of Charges

Model: HQ208	QUANTITY: 1	Total Charges for (1) Building(s):	\$5,381.90
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Williams Scotsman, Inc.
 1271 Industrial Parkway
 Brunswick, OH 44212-4316

Your Williams Scotsman Representative
 Tonja Parker
 Phone: (330)273-3991 Ext. 77526
 Email: tonja.parker@willscot.com
 Toll Free: 800-782-1500

Contract Number:1362360
 Revision: 3
 Date: October 05, 2020

Clarifications

*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability Insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

Paperless Invoicing Option
 Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your Invoices.

A/P Email: _____
 A/P Email on File: _____

Standard Mail Option
 Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

132 N. Elmwood Ave
 Medina Ohio 44256

Enter a new billing address: _____

Signatures

Lessee::	City of Medina	Lessor:	Williams Scotsman, Inc.
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	
PO#			

PLEASE RETURN SIGNED AGREEMENT TO: CLELeases@willscot.com



Williams Scotsman, Inc.
 1271 Industrial Parkway
 Brunswick, OH 44212-4316

Your Williams Scotsman Representative
 Tonia Parker
 Phone: (330)273-3991 Ext. 77526
 Email: tonia.parker@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1362360
 Revision: 3
 Date: October 05, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	HQ208	\$21600.00	\$1000.00

Lessee: City of Medina

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement



COMMERCIAL GENERAL LIABILITY PROGRAM ADDENDUM

The Commercial General Liability Program may or may not be available for Ancillary Products. If the Commercial General Liability Program is available in full or in part (in the Agent's sole discretion) and provided Lessee elects to participate in this program, and pays the required additional fees, the Lessee will satisfy the Lease Agreement requirements for Commercial General Liability Insurance to the extent of any limitations outlined herein.

Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage: \$2,000,000.00 General Aggregate; \$1,000,000.00 Per Occurrence; and, \$5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Lease Order Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Modular Equipment and may or may not cover Ancillary Products. The Commercial General Liability Program has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. **Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability with respect to such insurance.** Lessee payments will be considered payments under the Lease Agreement; any payment default by Lessee under the Lease Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Lease Agreement and Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the Lease Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, upon request, and Lessee understands that the coverage is only in effect as long as the Lease Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110, 111, 112 or 113).

SITE SUITABILITY ADDENDUM (Rev 9/1/2019)

The provisions below (the “**Incorporated Provisions**”) shall be incorporated by reference into all Lease Agreements (each “**Agreement**”) entered into between Williams Scotsman, Inc. as lessor (“**Lessor**”) and any customer of Lessor, as lessee (“**Lessee**”). These provisions are subject to change in Lessor’s sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement

DELIVERY AND PLACEMENT OF EQUIPMENT. Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the “**Site**”). Lessee warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Lessor on exact placement and orientation of the Equipment. Lessee represents and warrants that the Site is not a former landfill and Lessee has advised Lessor or any issues relating to the Site or soil conditions which may impact the installation or settlement of the Equipment. Equipment should be placed in areas with adequate drainage to avoid flooding or water intrusion.

- a. **ACCESS.** Lessee shall provide clear access to the set up Site for delivery of the Equipment by Lessor’s standard delivery methods and set up of same by Lessor’s standard set up methods. The Site must be dry, level and accessible by standard truck delivery. Lessee shall ensure that the Site is compacted and has a minimum soil bearing pressure in the appropriate pounds per square foot (“**PSF**”) as determined by and in compliance with all local statutes, rules, ordinances, laws, building codes and regulations in the jurisdiction in which the Equipment will be located, and no more than a one inch per ten feet slope from one end to the other. Prices for delivery, installation, teardown, return delivery and other “one-time” charges, due dates for delivery or installation of Equipment, demobilization and return delivery assume accuracy of the information given to Lessor by Lessee with respect to site conditions and are subject to adjustment to the extent that the timing of or physical nature of access to the site is or becomes limited, the site does not have adequate load bearing or other topographic qualities or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable license or permits are not provided in a timely manner, or Lessee otherwise delays completion of Lessor’s work. If Lessee fails to provide a suitable site then Lessee shall pay for any resulting additional delivery, installation, and knock down and return charges, including but not limited to storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessor may suspend its work at Lessee’s site if Lessor deems the site to be unsafe or in any way unable to accept the Equipment. Lessor is solely relying on Lessee’s knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, hurricanes, tornadoes and flooding. Lessor recommends that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event, Lessee declines Lessor’s installation of anchors, Lessor will comply with Lessee’s refusal based on and in express and sole reliance on the representation and other terms and conditions in this Lease Agreement. Lessor shall not be responsible for compliance with any site specific requirements including, but not limited to, site security, badging, background checks, safety, and/or training requirements unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the Term of this Lease Agreement and any Extension Period.

b. **LOCATION.**

- i. **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Agreement by Lessor.
- ii. **RELOCATION OF EQUIPMENT.** Once Lessor has completed the delivery and set up of the Equipment in the location specified by Lessee, should the Equipment require relocation for any reason, Lessee shall be responsible for all charges associated with such relocation. Lessee shall not move the Equipment without the prior written consent of Lessor.
- iii. **RE-LEVELING EQUIPMENT.** Should the Equipment require re-leveling due to adverse site or weather conditions (wetness, settling, unstable ground, etc.), or adjustment due to personal property (such as furniture, files or equipment) inside the Equipment, Lessee shall be responsible for all related charges.
- iv. **AUTHORIZATION.** Lessee represents and warrants that it owns the Site or has express legal authorization to locate the Equipment upon the Site.

WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT TERMS & CONDITIONS (09/01/2019)

1. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in the Lease Agreement or other Addenda or Amendments thereto. As used in these terms and conditions, the following definitions shall apply:

"Lease Agreement" The "Lease Agreement" and these "Lease Agreement Terms and Conditions" along with any "Addenda" or "Amendments" thereto together comprise the "Lease Agreement" between the parties.

"Modular Equipment" shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

"Ancillary Products" shall mean any and all other products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached to, or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

"Equipment" shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. **True Lease.** The Lease Agreement is a true lease and not an agreement for sale; and the Equipment is movable, personal property of Lessor and not a fixture. Lessee shall not obtain any ownership interest in the Equipment.

3. **Commitment of Resources.** By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment, and agrees that Lessor may immediately begin incurring costs in preparing the Equipment for Lessee's use. In the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Term, Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor's receipt of written notice of termination; b) storage related charges attributable to failed delivery; and c) rent for the Minimum Lease Term.

4. **Delivery; Acceptance; Delay.** Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Unless Lessor receives timely written notice from Lessee, Lessee is deemed to have accepted the Equipment. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the delivery date set forth in the Lease Agreement, Lessee shall pay Lessor a storage fee equal to 50% of the Total Rental Charges Per Month for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other rent, charges and fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. **Term of Lease; Extension.** The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term or the Extension Period ("Term"). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Term. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Term or any Extension Period does not constitute a release of Lessee's rental obligations. If Lessee nonetheless prematurely terminates this Lease, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Minimum Lease Term, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee's use, and any applicable charges related to Ancillary Products, plus the Final Return Charges as estimated in the Lease Agreement. Lessee understands and agrees that Final Return Charges are estimates only and will be charged at Lessor's prevailing rate at the time of return. At the end of the Minimum Lease Term or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges charged at Lessor's then prevailing rate. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. At the end of the Minimum Lease Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the "Extension Period"); except that Lessee's rental rate shall be automatically adjusted to Lessor's then prevailing renewal rental rate and Lessor can change or increase any other fee due under the Lease Agreement. After the end of the Minimum Term, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. **Site Suitability; Inspection.** Lessee shall bear the sole responsibility for, and bear any costs necessary to prepare or remediate Lessee's site to ensure its suitability and stability for placement of the Equipment. Please visit the Site Suitability Addendum to these Terms and Conditions at www.willscot.com for specific site suitability requirements. **LESSEE SHALL NOT STACK THE MODULAR EQUIPMENT UNLESS LESSOR HAS PROVIDED CONSENT TO SUCH STACKING IN WRITING.**

7. **Use; Maintenance; Condition.** Lessee shall use the Equipment solely for commercial business purposes and assumes all responsibility for any and all licenses, permits, certificates, clearances, consents, or approvals as may be required for Lessee's lawful use, installation, operation, possession and occupancy of the Equipment and Lessee shall pay the cost and expenses and comply with all laws rules, regulations and orders of local, state, and federal governmental authorities. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including without limitation janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. Lessee shall, at its sole cost, keep the Equipment clean, in good repair and safe operating condition at all times during the Term in accordance with the Williams Scotsman Service Guide, which Lessee acknowledges receipt. Lessee shall not make any changes in, or to the Equipment and shall not remove any identifying insignia affixed to the Equipment without Lessor's consent. Lessee shall keep the Modular Equipment properly ventilated and shall not allow any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Damage, deterioration, or contamination of the Equipment due to water exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling, or caused by moisture or water. Lessor has the right to inspect the Equipment at any time upon reasonable notice, unless due to emergency. If Lessor believes the Equipment to be misused or neglected, Lessor may, with written notice, declare the Lease Agreement in default and repossess the Equipment at Lessee's sole cost. Lessee assumes full responsibility for any Ancillary Products and/or other items missing from the Equipment upon return. Any special requirements with respect to the Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with the laws, codes, or requirements of any jurisdiction. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. [For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]

8. **Ancillary Products.** Lessee understands that some Ancillary Products originate from third-party suppliers. If Ancillary Products are leased, Lessee's sole remedies for defects arising during the lease term shall be against the manufacturer thereof, pursuant to the terms of the manufacturer's written warranty, if any. Lessee acknowledges and is fully aware of the potential hazards in using the Ancillary Products, and agrees to assume all risk. **WILLIAMS SCOTSMAN DOES NOT OFFER ANY EXPRESS WARRANTY ON ANCILLARY PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES ON ANCILLARY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Hazardous Materials.** Lessee shall not have present, any Hazardous Materials, as such term is defined under the law of any jurisdiction, in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such presence of Hazardous Materials, in which case Lessee shall be solely responsible for handling and disposing of such Hazardous Materials in accordance with applicable law. Lessee shall bear the cost for any necessary testing, inspection, or decontamination of the Equipment determined to be necessary by Lessor. If the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 14 herein.

10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery of the Equipment (the "Delivery Date"). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Lease Agreement during the Minimum Lease Term, and at the Rate Per Month established by Lessor during the Extension Period. Lessee shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes ("Sales Taxes"), (ii) ad valorem, real property, and personal property taxes ("Property Taxes"), and (iii) related third-party fees and expenses ("Fees") (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as "Taxes and Fees"). Lessee shall pay, or shall reimburse, Lessor for any Taxes and Fees related to the Equipment, and its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. **ANY AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE DUE DATE SET FORTH ON THE INVOICE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½ PER MONTH, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, OF THE AMOUNT**

IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID, PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER MONTH FOR EACH MONTH THE INVOICE REMAINS UNPAID. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement. Lessor may accept any payment irrespective of endorsement and deposit same without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be unconditional and not subject to any set off or reduction for any reason whatsoever. Invoices are issued solely for Lessee's convenience. ELECTRONIC BILLING IS THE LESSOR'S PREFERRED BILLING METHOD. LESSEE SHALL PROVIDE A VALID ELECTRONIC MAIL ADDRESS FOR RECEIVING INVOICES. LESSOR'S PREFERRED PAYMENT METHOD IS ACH. LESSOR RESERVES THE RIGHT TO CHARGE AN ADMINISTRATIVE FEE FOR PAPER INVOICE, PAPER CHECK OR SPECIAL BILLING REQUESTS.

11. **No Liens.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

12. **Indemnity; Defense.** Lessee agrees to indemnify, defend, and hold harmless Lessor, its shareholders, parents, subsidiaries, affiliates, directors, officers, employees, subcontractors, agents, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, illness of, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Lessor by any forum.

13. **Loss; Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate and Lessor will transfer available ownership documents to the Modular Equipment to Lessee, unless Lessor agrees in writing to dispose of the Modular Equipment and any destroyed Ancillary Products at Lessee's sole cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

14. **Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Unless Lessee has elected in writing to participate in Lessor's Property Damage Waiver Program and/or Commercial General Liability Program and pays the required additional fees, Lessee shall carry during the entire Minimum Lease Term and Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full term of the Lease Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation or termination. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the

replacement of the Equipment, or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements the insurance underwriters or any governmental authority. (2) Lessee shall pay Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required evidence of insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment Missing or Expired Evidence fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 12 and 13.

15. **Defaults; Remedies.** Each of the following shall constitute an "Event of Default": (1) failure to make any payment within ten (10) days after its due date; (2) failure to perform any other term of this Lease Agreement; (3) abandonment of the Equipment; (4) material misrepresentation or false statement of fact by Lessee or (5) default under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any of the following remedies: (1) Declare immediately due and payable the rent for the Minimum Lease Term and an Extension Period thereof, together with all other unpaid rent, fees, taxes, and charges (including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman); (2) Repossess and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein and Lessee grants Lessor access and permission to enter the property on which the Equipment is located to remove the Equipment and Lessor shall have the right to remove any locks on the Equipment; (3) Sell or dispose of any of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Lessor; and/or (5) Exercise any other remedy available to Lessor at law. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement. If Lessor repossesses the Equipment, and the Equipment contains any property owned or possessed by Lessee, then Lessee authorizes Lessor to take possession and remove and dispose of such property and Lessee shall have no claim against Lessor for such property.

16. **Return of Equipment; Termination of Lease.** At the end of the Minimum Lease Term or any Extension Period, Lessee shall take all actions necessary to make the Equipment available to Lessor for recovery using Lessor's standard equipment and process, including without limitation removing all personal property of Lessee, leaving any Ancillary Products in the Equipment, opening/unlocking any enclosure, and providing full access to the site and Equipment. Lessee shall bear all additional charges incurred as a result of any impediment to Lessor's recovery of the Equipment. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs associated with the immediate pick-up of the Equipment. The Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee hereby consents to entry by Lessor or its designees upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, including without limitation restoration of plants or landscaping. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

17. **Limited Warranty.** For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or

Handwritten note: Lessee can not abandon the equipment

leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.

execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (j) this Lease Agreement shall be governed by and interpreted under Maryland law. All legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Maryland. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity and Lessee waives any and all rights granted under the UCC. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT. (k) Lessee will pay all costs and expenses, including reasonable attorney's fees incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (l) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or an Amendment hereto, or on counterpart copies of the foregoing documents. An electronic signature shall be treated as an original signature for all purposes. (m) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (n) Lessor may amend these terms and conditions from time to time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.

13. Limitation of Liability. Lessee's exclusive remedies for Lessor's breach of this Lease are limited to those set forth in this Lease Agreement. Lessee agrees that under no circumstances shall Lessor's liability exceed the total rental amount for the Minimum Lease Term (excluding taxes). NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LESSOR SHALL HAVE NO LIABILITY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST USE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING FROM THIS LEASE AGREEMENT, THE EQUIPMENT, THE WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.

19. Miscellaneous. (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and shall have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee documents shall be only for Lessee's billing purposes only. (c) Lessee shall not assign this Lease Agreement or sublet the Equipment without the prior written consent of Lessor. This Lease Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee. Lessor reserves the right to charge Lessee and Lessee agrees to promptly pay for any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal, if applicable ("Extra Work"); (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 12 would be in violation of or otherwise prohibited by any applicable law, then Section 12 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, and 19 which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to substitute performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. Failure of Lessor to exercise any right or remedy herein, or the waiver by Lessor of any breach, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee agrees that Lessor may use Lessor subcontracted workers for the performance of any work. (i) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to

*Jurisdiction
should be
in MD
- the ch. of
waived
right to
jury
trial*

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