

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 21-045-3/8 – Grant Application – 2021 Tech Grant, Municipal Court
- 21-046-3/8 – Contract – Administrator for PY20 CHIP Grant – ORDC
- 21-047-3/8 – Amend S&B Code 31.14 – Sick Leave
- 21-048-3/8 – Amend S&B Code 31.05 – Pay Adjustment for Building Official
- 21-049-3/8 – Amend Ord. 157-20, Parking Deck Detention System Estimate
- 21-050-3/8 – Bids, 2021 Concrete Street Repair – Job #1088
- 21-051-3/8 – Final Resolution & Certificate – SR 18 Improvement Project
- 21-052-3/8 – Contract w/ ODOT – SR 18 Corridor Improvement Project
- 21-053-3/8 – Grant Application – CDBG-CV Targets of Opportunity Grant
- 21-054-3/8 – Special Event Vendor Fees – MCRC
- 21-055-3/8 – Program & Activity Rate Change Proposal – MCRC
- 21-056-3/8 – Request to amend 2021 Civil Service Budget

3/8/21

REQUEST FOR COUNCIL ACTION

No. RCA 21-045-3/8

FROM: MEDINA MUNICIPAL COURT

Committee: Finance

DATE: FEBRUARY 19, 2021

SUBJECT: AUTHORIZING THE FILING OF APPLICATION FOR GRANT ASSISTANCE FROM THE SUPREME COURT OF OHIO FOR 2021TECH GRANT.

SUMMARY AND BACKGROUND:

Medina Municipal Court is requesting authorization from City Council to apply and receive a grant from the Supreme Court of Ohio 2021 Technology Grant Fund

Project 1 - Implement e-filing through our current case management system Pioneer Technologies.

Project 2 – Complete security camera upgrade for the entire courthouse that would be purchased through Technology Engineering Group.

If the grant is awarded to the Medina Municipal Court, Council is authorizing to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK
2-22-2021
Hannell

REQUEST FOR COUNCIL ACTION

No. RCA 21-046-3/8

FROM: Sandy Davis
DATE: 2/22/2021
SUBJECT: Ohio Regional Development Corp.

Committee Finance

SUMMARY AND BACKGROUND:

This is a request for a Purchase Order to ORDC (Ohio Regional Development Corporation) for the Administration of the PY20 CHIP grant with amounts stated in ORDC contract attached as follows:

Line 001	Admin. PY20 CHIP Program	CDBG 138-0460-52215	Activity AC-20-01	\$22,280.00
Line 002	Admin. PY20 CHIP Program	HOME 139-0460-52215	Activity AC-20-08	\$48,720.00
Line 003	Fair Housing PY20 CHIP Program	CDBG 138-0460-52215	Activity AC-20/02	<u>\$ 3,000.00</u>
			Total	\$74,000.00
Line 004	Soft Costs PY20 CHIP	HOME 139-0460-52215	Activity AC-20-06	\$62,400.00
Line 005	Soft Costs PY20 CHIP	CDBG 138-0460-52215	Activity AC-20-04	<u>\$46,200.00</u>
				\$108,600.00

Per the Contract with the Ohio Regional Development Corporation, ORDC was awarded \$74,000 total for Administration of the PY20 CHIP grant which includes \$3,000.00 for administering 1 Fair Housing Program. The total is excluding soft costs.

Per the Grant Agreement with ODSA, the City was awarded a total of \$390,000 for Private Home Rehabilitations. Per the Contract Agreement with ORDC, 16% is allowable soft costs to ORDC in the amount of \$62,400.

Per the Grant Agreement with ODSA, the City was awarded a total of \$210,000 for Home/Building Repairs. Per the Contract Agreement with ORDC, 22% is allowable soft costs to ORDC in the amount of \$46,200.

Acct.

Suggested Funding: \$182,600.00

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No. 138-0460 & 139-0460

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

ORD 69-20
RKH. A

**Contract for Administrative Services for
PY2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between CITY OF MEDINA and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, is applying for PY 2020 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD) for the purpose of addressing local housing needs;

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2020 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, and those services are detailed in this contract for administrative services;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

- A. Grant Application Preparation & Release:**
- Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
 - Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
 - Prepare a complete CHIP application for City of Medina to be submitted to the ODOD/OCD by May 20, 2020. In addition, have the application submitted to the City of Medina prior to the deadline for review and approval.
 - Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
 - Prepare any necessary Policy Manual Update.

- o Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

B. Client Application Intake, including Fair Housing:

- o Develop an application process to solicit potential participants
- o Assess their qualifications, their need, and their suitability to participate in the program.
- o Assure compliance with all grant regulations.
- o Establish a system to certify contractors to work in the Program.
- o Conduct housing counseling sessions with participants.
- o Conduct Fair Housing training sessions with participants.

C. Recordkeeping and Closeout:

- o The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- o Maintain all records for four years following the completion of the grant.
- o The Consultant shall administer the Grantee's Housing Revolving Loan Fund in accordance with all Housing Revolving Loan fund regulations.
- o Shall Provide, as needed; a written report detailing the status of the Grantee's projects.
- o Complete all reports required by OCD.
- o The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- o Handle subordination requests, and make a recommendation to the Grantee
- o Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

D. Rehabilitation Inspection Services:

- o Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- o Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- o Schedule inspections for lead paint, plumbing, and furnaces as needed.
- o Undertake a "walk-through" of the projects with selected contractors.
- o Provide the City's Housing staff and officials with written specifications and cost estimates for projects
- o Conduct contractor tours of proposed projects.
- o Review contractor bids and submit the "lowest and best" bid recommendation on each.
- o Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- o Inform the City of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the City retains sole authority to suspend a contractor.
- o Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- o Approve all contractor requests for payment and approve change orders
- o Provide the City with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- o Be available for telephone consultation at appropriate and convenient times.

- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and City staff to provide documentation/information for dispute resolution, if needed.
- Provide City staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

E. FAIR HOUSING PROGRAM

The expected product of the City's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the City's representative on all matters related to fair housing efforts as directed by the City; Sandy Davis shall serve as the City's Fair Housing Coordinator who will receive complaints and forward them to ORDC who will coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the City.
- Coordinate, conduct and prepare documentation of required training sessions.

F. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing the PY2020 CHIP grant, as well as Revolving Loan Funds (RLFs) used in the CHIP Program. This exclusive right does not include any other grants that the City or other local agencies are currently applying for, or may apply for, in relation to their current programs.

III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

Application Submission Deadline: May 20, 2020 by 11:59pm
Grant Award: September 1, 2020
Grant Work Completion Date: October 31, 2022
Final Draw Submission Date: November 30, 2022
All Funds expended: December 31, 2022.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

The City of Medina partnering with the City of Brunswick is eligible to apply for \$700,000 for PY 2020 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration would be \$74,000 of the available administration dollars at the rate of \$95 per hour. This would allow the City of Medina \$10,000.00 for administrative costs including office expenses:

CITY OF MEDINA \$10,000

- **Program Administration:** The Administration dollars of \$5,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of preparing purchase orders, creating, maintaining and reviewing files and reports and providing for office expenses.)

OHIO REGIONAL DEVELOPMENT CORPORATION \$74,000

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handling the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$51,000 would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$3,000. This cost covers compliance for the entire grant period.

These above amounts are computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$100.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - Creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counseling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost
Home Repair Project (Owner & Rental) = 22% of Project Cost
Homeownership = 18% of Project Cost
New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000
16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work-write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPD Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues; \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector

- Air Conditioning Refrigerant Leak testing if applicable

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

Monitoring and record keeping:

ORDC will assist with all monitoring visits and work to provide required data for those monitoring. ORDC will provide all record keeping of the files, and prepare vouchers for the City to pay the contractors through the City Auditor's office. ORDC staff will work with the City to use proper procedures and forms to accomplish the proper procedures and timelines.

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this agreement at any time. If it is terminated prior to conclusion of the CHIP program, the Consultant shall be paid all costs for work completed and paid on a pro-rata basis for all uncompleted work.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any

person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

During the performance of this contract, the Consultant agrees as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the department of Housing & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. The Parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant will send to each labor organization or Representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of these regulations.

5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultants obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. ADMINISTRATIVE OVERSIGHT

Sandy Davis, CDBG Grants Administrator, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the City Council of Medina, OH as approved on April 14, 2020.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

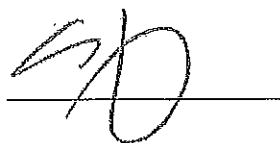
ATTEST:

FOR: City of Medina



Dennis Harwell April 14, 2020
Mayor Dennis Harwell Date

FOR: Ohio Regional Development Corporation



Dale W. Hartle 4-20-2020
Dale W. Hartle, President Date

OK Hanwell
2/24/2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-047-3/8

FROM: Dennis Hanwell

Committee: Finance

DATE: 2/24/2021

SUBJECT: **Change to Pay Code 31.14 Sick Leave**

SUMMARY AND BACKGROUND:

Section 31.14 (L) of the Salaries and Benefits Code has caused uncertainty in the interpretation in the past. The wording is confusing and causes questions to be asked from employees as to what their pay-out will be when they leave city employment. Below is the section in question:

31.14 (L) A City employee may elect, at the time of retirement from the active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be four hundred (400) hours.

At the end of 2020, Mayor Hanwell and Law Director Huber met with Payroll Clerk Elizabeth Brown and Civil Service Secretary Lauren Wilson to discuss and evaluate how sick leave pay-outs have been handled in the past. Under past Finance Directors, the ruling was if a full-time employee resigned after being here 10 years or more, they were entitled to receive 37.5% of their unused sick time. Currently, only employees who state they are "retiring" (with 10 or more years of service) are receiving the pay-out.

Below is a proposal to clarify the wording of this benefit/ pay-out by changing the first sentence to read:

A City employee **providing two-weeks notification**, may elect, at the time of retirement **and/or resignation** from active service **with the City** and with ten (10) or more years of **full-time** service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit.

This would allow any City employee who gives proper notice of resignation and having ten years or more of full-time service with the City, to be eligible to receive a pay-out of their unused sick time. They would not have to be of retirement age or filing for retirement benefits. If someone were to be terminated, they would not satisfy the 2 weeks' notice and not receive a pay-out.

Thank you in advance for your consideration.

Estimated Cost: -0-

Suggested Funding:

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

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

OK
J. Hamel
3/11/2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-048-3/8

Committee: Finance

FROM: Jonathan Mendel, Community Development Director

DATE: February 26, 2021

SUBJECT: Pay Adjustment for Chief Building Official - Dan Gladish

SUMMARY AND BACKGROUND:

Amend SrB Code 31.05

Change the Chief Building Officials Salary Pay Grade from 113 to 114 resulting in a 5 percent (5%) annual salary increase. The increase would equal \$5,213.18 annually or \$200.51 bi-weekly. Currently salary of \$104,263.49 would be increased to \$109,476.67.

The increase is proposed due to the additional certifications that Dan Gladish received from both the *Ohio Board of Building Standards* and the *International Code Council*. This has been a two year process which resulted in four new certifications. The new certifications include – *Building Plans Examiner – Mechanical Plans Examiner – Electrical Plans Examiner* along with an existing *Plumbing Plans Examiner* now becomes a new *Combination Plans Examiner*. The total of all the certifications now allows the City of Medina’s Building Department to perform in-house plans examinations for commercial projects. Currently the department relies on two third party Architectural firms to perform the plan reviews. The benefits of in-house plan reviews are expediting review time for commercial construction projects. Additionally, this could save the city up to \$38,000.00 per year. Third party plans examiners would still be required and available as back-up for the department. (see attached for further details)

- **Sufficient funds in Account No.**
- **001-0430-50111 – 50114 – 50115 – 50116 – 50117 – Salaries and Wages. Currently there is a carry forward amount of \$175,576.00 in these line items.**
- **Transfer needed from Account No. – N/A**
- **To Account No. – N/A**
- **NEW APPROPRIATION needed in Account No. – N/A**

Emergency Clause Requested: No

COUNCIL USE ONLY:

Committee Action/Recommendation:

Ord./Res.

Council Action Taken:

Date:

Proposal

Chief Building Official salary increase of 5%

Annual increase of \$5,213.18

Bi-weekly increase of \$200.51 based on 26 pay periods for the year.

Would require Salary Pay Grade change from 113 to 114 in the Salaries and Benefit Code

2021 Salaries and Benefit Code – 113 Grade/Step Range \$86,886.24 - \$104,263.49

2021 Salaries and Benefit Code – 114 Grade/Step Range \$104,263.49 - \$125,116.19

Current Salary - \$104,263.49 – 5% increase - \$109,476.67

Justification

Recently received four (4) additional *Ohio Board of Building Standards* and *International Code Council* Certifications. This was a two year personal goal/process of research, study and testing.

1. Building Plans Examiner
2. Mechanical Plans Examiner
3. Electrical Plans Examiner
4. Combination Plan Examiner which required my existing Plumbing Plans Examiner Certification.

One of only a few of the 400 plus Building Departments across the State of Ohio to accomplish the multiple certifications. The Ohio Board of Building Standards has been recommending for years that the Chief building Officials with proper qualifications consider taking on some of the Plans Examiners responsibilities. Commercial construction plans examinations are typical performed by *State Licensed Architect* with the *Ohio Board of Building Standards Plan Examinations Certificates* mentioned above.

State of Ohio Board of Building Standards desires more Chief Building Officials take on in-house plans examination for commercial construction projects.

1. Shortage of licensed Architects that also hold the additional state certifications.
2. Expedite the plan approval process so as not to create construction delays and be more business friendly
3. State of Ohio economic development relies on this.
4. Encourage investments and development to create jobs.
5. Concerned with the amount of vacant building across the state.
6. Revitalize/repurpose older intercity and downtown buildings.

In-House plans examination could potentially generate up to \$38,000.00 per year. These numbers are based on past costs paid to third party architects.

In 2020, performed 122 Hours of limited plan reviews were performed under these certifications generating income of \$11,025.00 for the general fund. Staff time was billed at the same rate (\$90.00) that the City of Medina charges for the third party instead of paying one \$90.00 hour and one \$75.00 hour. Currently, the Building Official's staff time per hour rate is \$48.90 and the proposed pay increase is about \$53 per hour.

1 Deputy Clerk of Council/Legislative Assistant Pay Grade 14F Part-time
 (part-time)
 Ord. 2-04, 17-10, 22-10, 170-10, 206-10, 134-11, 21-15

COMMUNITY DEVELOPMENT DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Community Development Director	Pay Grade 122	Unclassified, appointed by Mayor, confirmed by Council (annual salary paid bi-weekly)
1	Economic Development Director	Pay Grade 112	Unclassified/appointed by Mayor, confirmed by Council (annual salary paid bi-weekly)
1	Building Official	Pay Grade 113	Unclassified/appointed by Mayor-confirmed by Council
1	Building Dept. Admin. Assist.	7 A-F	Classified
1	Economic Development/Planning Admin. Asst.	7 A-F	Classified
1	Building/Property Maintenance Inspector	16 A-F per contract	Classified
1	Code Enforcement Inspector	93A	Unclassified, Part-time
1	Clerk (part-time)	Sec. 31.02(B)(11)	Part-time
1	Economic Development & Marketing Manager	Pay Grade 110	Unclassified, appointed by Mayor

Ord. 41-06, 88-06, 99-09, 82-10, 152-02, 153-02, 2-04, 21-04, 33-04, 7-06, 22-11, 25-11, 76-11, 134-11, 151-11, 2-12, 14-12, 130-13, 120-14, 114-15, 41-17, 158-18

REQUEST FOR COUNCIL ACTION

*OK
Dg. Howard
3-2-2021*

NO. RCA 21-049-3/8

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: March 2, 2021

SUBJECT: Amend Ordinance 157-20: West Liberty Street Storm Sewer- Parking Deck Detention System

This requests asks that Council amend Ordinance 157-20 by increasing the estimated cost of the project to \$204,000. The City accepted bids for this work on January 29, 2021. All bids received were significantly higher than the original estimate (\$156,625). The Board of Control elected to reject all bids.

After reviewing this internally, and discussing with various contractors, it was determined that a more accurate estimate of \$204,000 would be appropriate.

Thank you for your consideration.

ESTIMATED COST: \$204,000
SUGGESTED FUNDING: 301-0725-54412 (\$ 75,000)
108-0610-54411 (\$129,000)

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes
Reason: We would like to get this project completed prior to the start of construction of the adjacent Liberty View project. In addition, Council has previously authorized the bid process for this project.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ORDINANCE NO. 157-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE WEST LIBERTY STORM SEWER IMPROVEMENT/CITY HALL PARKING DECK DETENTION PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention Project (Job #1073), in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$156,625.00, is available as follows: \$81,625.00 in Account No. 108-0610-54411, and \$75,000.00 from Account No. 301-0725-54412.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to install the final storm sewer in place prior to winter; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: September 14, 2020

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 15, 2020

SIGNED: Dennis Hanwell
Mayor

OK
Dr. Hamrick
3-2-2021

REQUEST FOR COUNCIL ACTION

NO. RCA 21-050-3/8

FROM: Patrick Patton

DATE: March 2, 2021

COMMITTEE Finance
REFERRAL: _____

SUBJECT: Job #1088: 2021 Concrete Street Repair

This request is for permission to advertise, bid and award the 2021 Concrete Street Repair project. This year we are asking for a total of \$500,000 (\$475,000 from the Street Capital Improvements fund; and \$25,000 from water capital improvements to cover repairs necessary due to water line breaks). The portion of this project to utilize water capital improvements funding is intended to cover the cost of street repairs due to water line repairs.

The total cost for this project will be as follows:

STREET FUNDING (108 0610)

- Construction (54411) = \$475,000.

TOTAL: = \$475,000.

WATER FUNDING (513 0533)

- Construction (54414) = \$ 25,000.

TOTAL: = \$ 25,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$500,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$475,000)
513 0533 54414 (\$ 25,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

OK
Dr. Harwell
3-2-2021

REQUEST FOR COUNCIL ACTION

NO. RCA 21-051-3/8

FROM: Patrick Patton 

DATE: March 2, 2021

COMMITTEE REFERRAL: Finance

SUBJECT: SR 18 Corridor Improvement Project – Final Legislation and Fiscal Officer’s Certificate

The Ohio Department of Transportation (ODOT) has submitted to the City the final legislation for the upcoming SR 18 Improvement Project. This request is for Council to adopt this legislation (attached).

Please note, Council previously approved Resolution 166-20 for this project. At that time, the City’s estimated cost for the project was \$140,200. After final bids were received and reviewed, the City’s cost was determined to be \$70,210.

This request also asks that Council authorize the Finance Director to sign and submit the attached Fiscal Officer’s Certificate for the project.

In addition to this final legislation, the City will be asked to enter into a contract with ODOT for this project. The request for Council approval of that contract will be submitted in subsequent RCA.

Thank you for your consideration.

ESTIMATED COST: \$70,210

SUGGESTED FUNDING: 108-0610

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: This project has already been bid and awarded and is anticipated to start shortly. Since the City previously committed its financial support for the project in Ord 166-20 passed 9/28/20, ODOT is requesting to be paid as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

FINAL RESOLUTION

The following Final Resolution enacted by the City of **Medina**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **28th day of September, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of the widening and reconstruction of S.R. 18 between approximately 320 feet west of Alber Drive and the easternmost Medina corporation limit and the construction of a 10-foot multi-use path, including sidewalk, curb ramps, drainage, water work, a structure, a culvert, traffic signals, signage, and pavement markings, lying within the City of Medina; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Seventy Thousand Two Hundred Ten and - - - 00/100 Dollars, (\$70,210.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Seventy Thousand Two Hundred Ten and - - - 00/100 Dollars, (\$70,210.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Mayor** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 20____.

Legislative Authority of the
City of **Medina**, Ohio

Mayor

SEAL
(If Applicable)

Clerk (Secretary Ex-Officio)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$70,210.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **S.R. 18**, lying within the corporate limits of the City of **Medina**, more particularly described as follows:

The project consists of the widening and reconstruction of S.R. 18 between approximately 320 feet west of Alber Drive and the easternmost Medina corporation limit and the construction of a 10-foot multi-use path, including sidewalk, curb ramps, drainage, water work, a structure, a culvert, traffic signals, signage, and pavement markings, lying within the City of Medina; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of **Medina**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 20____.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Medina, Ohio

REQUEST FOR COUNCIL ACTION

OK
25H
3-2-2021

NO. PCA 21-052-3/8

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: March 2, 2021

SUBJECT: SR 18 Corridor Improvement Project – Contract with the Ohio Department of Transportation (ODOT)

This request asks for Council pf the attached contract between the City and the Ohio Department of Transportation (ODOT) relative to the State Route 18 corridor improvement project.

This contract indicates the City's share of this project is \$70,210. Please note, the request to encumber and authorize payment of this cost was included in a previous RCA pertaining to the final resolution for this project; it is thus not included herein.

Thank you for your consideration.

ESTIMATED COST: n/a – Funds requested in a previous RCA

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes -

Reason: This project has already been bid and awarded and is anticipated to start shortly. Since the City previously committed its financial support for the project in Ord 166-20 passed 9/28/20, ODOT is requesting that the City enter into this contract as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Medina**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of the widening and reconstruction of S.R. 18 between approximately 320 feet west of Alber Drive and the easternmost Medina corporation limit and the construction of a 10-foot multi-use path, including sidewalk, curb ramps, drainage, water work, a structure, a culvert, traffic signals, signage, and pavement markings, lying within the City of Medina.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Seventy Thousand Two Hundred Ten and - - - 00/100 Dollars, (\$70,210.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Medina
132 North Elmwood Avenue
Medina, Ohio
44256

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
City of **Medina**

Director of Transportation

Mayor

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Stephen H. Johnson
Unit Coordinator, Transportation
Executive Agencies Section

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Helene Ware
Senior Financial Analyst
Ohio Department of Transportation
Office of Estimating - #4110
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

PID No. 92953
 Invoice No. 11320

To: **City of Medina**
132 North Elmwood Avenue
Medina, Ohio
44256

Federal Project No. E120394
Medina County
City of Medina
S.R. 18

PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$70,210.00

Contract amount \$65,620.92
 ODOT Engineering amount. \$ 4,589.08

For the improvement of that portion of **S.R. 18**, more particularly described as follows:

The project consists of the widening and reconstruction of **S.R. 18** between approximately 320 feet west of Alber Drive and the easternmost Medina corporation limit and the construction of a 10-foot multi-use path, including sidewalk, curb ramps, drainage, water work, a structure, a culvert, traffic signals, signage, and pavement markings, lying within the City of Medina.

Total Amount Due	\$70,210.00
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Ohio Department of Transportation
 By: E-SIGNED by Joseph Anthony
on 2021-02-24 14:14:13 GMT
Construction Cost Manager
Office of Estimating

OK
By Howard
3-2-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-053-3/8

FROM: Sandy Davis

Committee Finance

DATE: 03-01-21

SUBJECT: CDBG-CV Targets of Opportunity Grant

SUMMARY AND BACKGROUND:

This is a request to apply to the Ohio Development Services Agency, Office of Housing and Community Development for the PY2020 Targets of Opportunity CARES Act (CDBG-CV) grant funding.

The State of Ohio received 27.2 million in the first allocation of Community Development Block Grant (CDBG-CV) funds through the Coronavirus Aid Relief and Economic Security Act (CARES Act). The City of Medina is eligible to apply for projects under CDBG-CV that prevent, prepare for, and respond to the COVID-19 pandemic through the Targets of Opportunity CARES Act funding.

The request is to apply for CDBG-CV grants funds on behalf of the Battered Women's Shelter of Medina County for the renovation of the shelter located in the City of Medina in order to accommodate social distancing and ensure the health and safety of the residents that rely on the shelter for safety and security. Attached is the project scope as well as the project budget.

The Battered Women's Shelter is requesting \$355,450.00 for material and labor costs. The grant allows administration dollars of 10% of the grant amount or \$35,545.00. This brings the total grant request to \$390,995.00.

In addition, this is a request to enter into a contract with the Ohio Regional Development Corporation for the Administration and implementation of the CDBG-CV grant. The city conducted an RFP/RFQ in the spring of 2020 in which ORDC was awarded the contract for the PY20 CHIP grant administration. The RFP/RFQ included this and other types of grants in the scope of services. The contract with ORDC is subject to review and approval of the Law Director.

Suggested Funding: \$ 390,995.00

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No. 125-TBD

Emergency Clause Requested: Yes

Reason: The project has begun with other funding sources. This portion of the project needs to be expedited in order to not delay the project.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

Design Elements for a COVID-19 World

Medina Battered Women's Shelter

BACKGROUND

Medina County will use COVID-19 Response Target of Opportunity Program funds to expand and improve the Battered Women's Shelter so that it best meets all health and safety recommendations of reducing spread or eliminated COVID-19 within the residential facility. The project will use a combination of funds to renovate the entire building, focusing the Target of Opportunity Program funds to those areas of improvement that will address social distancing and environmental sanitation.

The Battered Women's Shelter currently has 5 bedrooms with the ability to house 20 people per night, however the social distancing requirements has negatively impacted the maximum number of residents and we now have a capacity of 10 total occupants. Furthermore the common spaces, bathrooms, children's homework room and case management offices cannot be used due to the size of the rooms, lack of appropriate ventilation and finishing's that do not allow for appropriate sanitation. The complete renovation of this facility is needed immediately. The Battered Women's Shelter has been able to raise funding from a variety of sources for many of the general renovations, however we turn to the State of Ohio COVID-19 Response Target of Opportunity Program for funding to finish the COVID-19 related improvements.

Each year the shelter provides over 80 victims of violence with approximately 10,000 nights of safe shelter and supportive services as they move towards a violence free life.

The building housing the residential services is owned by Medina County, who rents it to the Battered Women's Shelter for \$1.00 per year. The current legal agreement allows the Battered Women's Shelter to operate at this facility, at this price through 2040.

COVID-19 PROPOSED RENOVATION

The American Institute of Architects (AIA) published a report (excerpts of which are attached) in May of 2020 intend to "...address some of the general considerations for congregate living, which varies based on the population and its specific needs." While acknowledging that "Multifamily homes and environments that house many unrelated people present unique challenges from a virus mitigation and public health perspective." It concludes that "Architecture cannot eliminate epidemiological threats, but it can help people cope with them and significantly reduce their individual risks of infection, thereby making the entire community safer."

A portion of the AIA study, titled - Longer-term Safety Measures for Multifamily Buildings, the report recommends "...design ideas to transform both individual living units and highly trafficked public spaces." Acknowledging that, "These modifications may require a building owner's investment in the

physical property and a resident's compliance with new protocols to keep them safe." The AIA report goes on to lists 11 design recommendations for the consideration of design professionals, owners and operators of multifamily homes and environments that house many unrelated people.

The following narrative lists 9 of the 11 design recommendations and how those recommendations have been incorporated into the redesign of the Medina Battered Women's Shelter.

AIA design recommendation – "Suite-style spaces that allow residents to self-isolate, even from those they live with."

- The original layout of the facility contained 5 distinct living/sleeping areas intended to accommodate up to 20 persons. When the occupancy was more than 5 residents, they had to share a living/sleeping space with another person. When occupancy reached 20 residents there were up to 6 persons sharing a living/sleeping space.
- The new design creates a total of 10 distinct living/sleeping areas intended to accommodate up to 20 persons. This will allow up to 10 residents in the house before any resident has to share a room. Additionally, residents would have to share a living/sleeping space with no more than one person even when the facility has 20 residents. The bedrooms are also arranged in a manner that some of the suits can be connected by a shared door to create a 4-bed suite to accommodate families.

AIA design recommendation – "More robust air circulation systems and different zone requirements for units and common areas."

- The original facility had one forced air furnace that provided heat to all of the living/sleeping areas in the two-story portion of the building. The unit was very basic and could not monitor or control humidity levels (AIA report recommendation 3.6.3). The existing system also utilized centrally located supply and return registers which created short circuiting and bad air circulation.
 - The new design provides one heating and air conditioning unit for each floor with living/sleeping areas, providing HVAC for 4 and 6 living/sleeping suits on the first and third levels respectively. These new HVAC units are state of the art equipment with the ability to monitor and control relative humidity, temperature and CO2 levels regularly to identify and resolve issues quickly for each floor independently. Supply and return ductwork is separated in every space in order to ensure effective air circulation throughout the living/sleeping areas. (AIA report recommendation 3.6.2, 3.6.3, 3.6.4 3.6.5 and 3.6.12)
 - All of the new HVAC units include Global Plasma Cleaning Ionization Systems that cleans the air of particulate matter including pollutants, dust, allergens, mold, bacteria and viruses. (AIA report recommendation 3.6.17)

- In the new design we have separated the toilet, shower/bath, lavatory areas from what was originally 2 rooms to what is now 8 distinct rooms, each with their own exhaust fan to more effectively maintain a negative pressure in each of those rooms. (AIA report recommendation 3.6.6, 3.6.20 and 3.9.2)
- The original facility had one system consisting of a boiler and perimeter hydronic radiators to heat the living room, dining room and kitchen areas with no provisions for air circulation.
 - The new design provides a new HVAC system with state of the art equipment with the ability to monitor and control relative humidity, temperature and CO2 levels regularly to identify and resolve issues quickly (AIA report recommendation 3.6.3). Supply and return ductwork is separated in every space in order to ensure effective air circulation throughout the living/sleeping areas.
 - The new HVAC unit includes Global Plasma Cleaning Ionization System that cleans the air of particulate matter including pollutants, dust, allergens, mold, bacteria and viruses.
- The new design calls for new operable windows in all of the living/sleeping rooms to provide natural ventilation. (AIA report recommendation 3.6.1)

AIA design recommendation – “Materials, fixtures and finishes within units and around the larger apartment building that are durable and easy to clean.”

- The original building had finished floor materials that consisted of decades old carpeting, hardwood floors and sheet vinyl. All of these materials were well past their effective life cycle. In some areas these floors were installed over subfloors that were deteriorated and unstable. It was impossible to make, no less keep, these surfaces clean and sanitary.
 - The new design will remove all existing floor finishes, repair any structurally unstable areas and install new ¾” tongue and groove plywood subfloors in all of the living/sleeping areas and living room, dining room and kitchen areas.
 - New commercial grade Luxury Vinyl Flooring will be installed throughout these living spaces.
 - All of the shower, toilet and lavatory areas will receive new ceramic tile floors and base.
 - All stairs, risers and stringers will be rebuilt and covered with rubber stair treads, risers and stringers.
 - These collective changes will make it possible to maintain all floor surfaces in a clean and sanitary condition.
- The original walls and ceilings were constructed of various materials including lath and plaster, drywall, wood paneling and lay-in ceilings. These surfaces were old and deteriorated (some of these surfaces were over 100 years old) and had, in some cases, many layers of paint, some containing lead, that was old and hard to maintain.

- The painted surfaces that contained lead have been removed and properly disposed of.
 - Nearly all of the existing lath and plaster and all of the original drywall, wood paneling and lay-in ceilings throughout the facility have been removed back to the structural framing and disposed of properly off site.
 - All new walls and ceilings throughout the new facilities will be constructed with 5/8" fire code X drywall and painted with commercial grade paint that is easy to clean, durable and appropriate to the conditions in which it occurs.
- The original doors throughout the interior of the building were old wood doors, frames and hardware in various conditions. Because of their age, condition and detailing these doors, frames and hardware were difficult to maintain in a clean and sanitary condition.
 - The new design calls for solid core Masonite doors in hollow metal frames with new handicapped compliant hardware. These doors, frames and hardware will be much easier to maintain in a clean and sanitary condition.
- The original kitchen cabinetry was old and deteriorating, fabricated of unfinished plywood on all interiors and painted exteriors with plastic laminate countertops. The interiors were nearly impossible to clean and the exterior only slightly easier.
 - The new design calls for quartz countertops and backsplashes on plastic laminated cabinets, inside and out, with seamless, Thermally Structured Surfaces for door and drawer fronts. The new cabinets and countertops will be much easier to maintain in a clean and sanitary condition.
- Additionally, many of the original interior finishes provided ideal habitats for bed bugs to live and thrive. In particular, the existing carpeting, wood doors and frames, wood base, wood windows and casing as well as any other deteriorated finished surface ideal habitats. The new finished surfaces will be specified, detailed and installed in such a manner as to minimize or eliminate habitat for bed bugs and help the facility remain in a clean and sanitary condition.

AIA design recommendation – “New arrangement of spaces within units and buildings to facilitate working and learning from home, and new ways to make spaces like kitchens and dining rooms multifunctional with surfaces that expand, tuck away, or otherwise transform to suit different needs throughout the day.”

- The original facility adapted a floor plan originally laid out as a single-family residence that evolved over time to become, among other things, a professional office/residence. Very few changes in the space planning were made when it became a congregate living facility for the Medina Battered Women’s Shelter and Rape Crisis Center. As a result, the original organization of the spaces and the circulation was chaotic, dark and cramped, especially in the living/sleeping areas. There was a significant amount of space that was unused, under utilized or simply wasted. The original basement areas were serving in part as local warehouse for donated

materials and the laundry room. The residents had no place to store their belongings and as a result, things were stacked everywhere making proper cleaning and disinfecting surfaces difficult.

- Central corridors have been created on each of the living/sleeping floors with doors off the new corridors to living/sleeping rooms, toilets, showers and lavatories. Simple circulation and simple organization. Corridors are 50% wider in the new design facilitating more comfortable and safer circulation. (AIA report recommendation 3.2.2)
- The new design has moved the laundry room from the basement to two locations, one on each living/sleeping floor, so that residents don't have to constantly travel through the whole building to get down to the basement to mind their laundry.
- The communal space, consisting of the living room, dining room and kitchen, will be enlarged to reduce density, increase spacing and provide for social distancing and flexibility of use (AIA report recommendation 3.2.1). The original facility had separating walls between the living room, dining room and kitchen. The new design creates a larger single space with a variety of places for individuals, small groups and large groups to utilize the space more effectively throughout the day facilitating working and learning from home and general flexibility.
- Replacing the original bathroom set up from traditional residential bathrooms with a toilet, sink and shower on each floor with the new design that creates 2 separate toilet rooms, 2 separate bath/shower areas and a communal lavatory area with two sinks as well as a vanity area on each floor allows each floor to accommodate 7 people at a time as opposed to one at a time in the original configuration on each floor, with each individual using the bath/shower or toilet in separate and distinct rooms with individual ventilation. (AIA report recommendation 3.2.3)

AIA design recommendation – “Expanded building storage areas for emergency supplies of food, PPE, or machinery as an amenity for all residents.”

- Much of the regional storage use has been moved off site and a portion of the basement has been reclaimed for residents use. The basement has been separated into two defined spaces, about 2/3 of the basement will be utilized for the facility storage and mechanical equipment the other 1/3 for residence storage not available in the original facility and a moderate sized multi-use space providing an additional space for residents use for indoor exercise, recreation and social distancing.
- The 2/3 of the basement to be utilized for storage and mechanical equipment has been more clearly delineated. Mechanical and electrical equipment are in a separate room with a locked door and it's own means of access to both the outside and the remaining basement space. The storage is only accessible by staff and also has access directly to the outside in two locations and to a stair that connects to the upper floors.

AIA design recommendation – “Expand residential unit storage for larger stockpiles of canned and paper goods, as well as larger refrigerators.”

- The original facility had 6 school-style lockers and 8 small kitchen cabinets for 20 residences to store food and belongings. There were 3 refrigerators in the original facility.
 - The new design has 20 – 3’0” x 3’0” x 3’0” lockable plastic laminate storage units in the basement for residents to store their belongings.
 - The new design has 18- 2’0” x 2’4” x 2’4” lockable plastic laminate storage cabinets in the kitchen/dining area for each resident to store their canned and paper goods.
 - The new plan includes 4 larger refrigerator/freezer units for the use of the residents.

AIA design recommendation – “Entryway mudroom areas or transitional zones with shelves for packages and shoes, hooks for coats/hats/umbrellas, storage space for cleaning supplies such as disinfectants and wipes, and a wash basin with touchless controls and soap dispenser to facilitate disinfection upon entry.”

- The entry/transition zone will be redesigned to provide more space for arrivals and departures of individuals and include a station for arriving residents to stop and disinfect themselves and any possessions they arrive with, before entering the building and the general population.

AIA design recommendation – “Ample electrical outlets both indoors and outdoors for USB and power connections, robust Wi-Fi network availability, improved cellular service to eliminate dead zones, and Bluetooth/Wi Fi connectivity to common printer/scanner/fax stations in the building.”

- The new design provides ample electrical outlets in each living/sleeping room, all common areas as well as outdoor areas of congregation with both power and USB connections.
- The property will be served by a robust Wi-Fi network.
- Cellular service is robust with no dead zones in the building or on the property.
- There will be a networked printer/scanner/fax machine available to both staff and residents.

AIA design recommendation – “Increase balcony and patio size to extend living spaces, as well as porches with screens and louvers.”

- The new design will create a covered area on site with a concrete floor and seating to extend the buildings living space and to facilitate outdoor working, learning and relaxing for the residents. (AIA report recommendation 3.10.5)
- The existing playground will be reconfigured and augmented to further extend the useful available living space of the facility.

The following improvements are also recommended by the AIA report and will be incorporated into the new design.

- There will be a designated entrance for all deliveries to the building. (AIA report recommendation 3.3.3)

- There will be a separate monitored entrance for all residents and a second monitored entrance for handicapped access (AIA report recommendation 3.3.3)
- Smoke doors separating the living/sleeping areas from the common areas will be separated by fire doors that utilizes alarm-releases, eliminating the need for residents to touch the doors unless there is an alarm condition in the building. (AIA report recommendation 3.3.4)
- There will be touchless handwashing/hygiene stations at appropriate locations throughout the common spaces. (AIA report recommendation 3.5.4)
- Kitchen appliances will include a dishwasher to sanitize reusable utensils/cookware. (AIA recommendation 3.8.3)
- Wi-Fi technology will be available in resident living/sleeping rooms to enable virtual connection to mitigate the effects of isolation. (AIA report recommendation 3.8.4)
- Lavatories will have touchless with hand soap dispensers and clean towels. (AIA report recommendation 3.9.5)

MEDINA'S WOMENS SHELTER

		MEDINA SHELTER OVERALL BUDGET	MEDINA SHELTER FUNDS	IN KIND DONATION	2018 CAPITAL BUDGET	2020 CAPITAL BUDGET	CARES ACT THROUGH MEDINA CITY being applied for in March 2021
GENERAL CONDITIONS							
	TESTING AND INSPECTION	\$5,975	\$5,975				
	SURVEYING	\$1,350	\$1,350				
	PERMITS AND FEES	\$8,000	\$8,000				
	TEMPORARY UTILITIES	\$4,418	\$4,418				
	DUMPSTERS	\$12,000			\$12,000		
	MEP ENGINEERING	\$16,000	\$16,000				
	ARCHITECTURE	\$8,000	\$8,000				
	STRUCTURAL ENGINEERING	\$2,000	\$2,000				
	TEMPORARY ELECTRIC	\$728	\$728				
	TEMPORARY HEAT	\$2,318			\$2,318		
	SECURITY DESIGN	\$3,000	\$3,000				
	INTERIOR DESIGN	\$2,000	\$2,000				
	PRINTING AND MISC.	\$6,000	\$6,000				
	SECURITY FENCE	\$1,500			\$1,500		
	FINAL CLEANUP	\$3,500			\$3,500		
SITE WORK							
	PARKING LOT IMPROVEMENTS	\$31,280				\$31,280	
	NEW FENCING	\$25,150			\$25,150		
	SITE RESTORATION	\$4,000			\$4,000		
	LANDSCAPING	\$3,850			\$3,850		
	ELECTRIC SERVICE	\$2,121				\$2,121	
	REPAIR HOLE IN PARKING LOT	\$1,300		\$1,300			
CONCRETE							
	SLABS, PADS AND WALKS	\$17,000			\$17,000		
	ADDITION FOUNDATIONS	\$9,540			\$9,540		
MASONRY							

		REPLACE STAIRS AT EAST DRIVE	\$9,300							
		NEW OPENING IN MASONRY	\$1,150					\$9,300		
		REDO SUPPORT OF GARAGE BEAM	\$2,250					\$1,150		
		CLEAN UP OPENINGS IN BASEMENT	\$1,150					\$2,250		
		REINFORCE BASEMENT WALLS	\$3,800					\$1,150		
		TUCKPOINTING	\$2,100					\$3,800		
		ADDITION MASONRY	\$1,800					\$2,100		
		MASONRY AT OLD GARAGE	\$950					\$1,800		
								\$950		
DEMOLITION										
		CLEAR OUT SHELTER	\$4,150		\$4,150					
		INTERIOR DEMOLITION	\$42,710		\$42,710					
		ADDITIONAL ASBESTOS DEMOLITION	\$3,000		\$3,000					
		DEMOLITION FOR ADDITION	\$5,785					\$5,785		
WOOD										
		ROUGH CARPENTRY	\$32,500					\$32,500		
		FRAMING LABOR	\$28,700					\$28,700		
		FINISH CARPENTRY	\$23,600					\$23,600		
		CABINETS	\$31,500					\$31,500		
		WOOD BASE	\$6,000					\$6,000		
		STORAGE UNITS IN BASEMENT	\$7,500					\$7,500		
THERMAL AND MOISTURE PROTECTION										
		ROOFING	\$14,500		\$14,500			\$3,500		
		ROOFING MATERIALS	\$6,725			\$4,725		\$2,000		
		SIDING	\$27,000					\$27,000		
		GUTTERS AND DOWNSPOUTS	\$2,500			\$1,500		\$1,000		
		INSULATION						\$0		
		SOUND BATTS	\$6,250					\$6,250		
		WATERPROOFING BASEMENT	\$13,520		\$14,520			\$2,000		
DOORS AND WINDOWS										
		WINDOWS	\$10,550							
		DOORS, FRAMES AND HARDWARE	\$32,050					\$32,050		
FINISHES										
		DRYWALL AND INSULATION	\$68,409					\$68,409		
\$10,550										
\$28,700										

	DRYWALL MATERIAL	\$9,560		\$9,560				
	VINYL FLOOR MATERIAL	\$23,394					\$23,394	
	VINYL FLOOR LABOR	\$17,338					\$17,338	
	CERAMIC TILE	\$2,130					\$2,130	
	CERAMIC TILE LABOR	\$1,475					\$1,475	
	ENTRANCE TREATMENT	\$3,995					\$3,995	
	PAINTING MATERIALS	\$3,725					\$3,725	
	PAINTING LABOR	\$27,400					\$27,400	
	FINISH EXERCIZE AREA	\$12,500					\$12,500	
SPECIALTIES								
	TOILET ACCESSORIES	\$3,850					\$3,850	
	TOILET ACCESSORY LABOR	\$1,800					\$1,800	
	CORNER GUARDS	\$1,550					\$1,550	
	TACK STRIPS	\$1,300					\$1,300	
	FRP	\$2,250					\$2,250	
EQUIPMENT								
	KITCHEN APPLIANCES	\$12,500					\$12,500	
	LAUNDRY APPLIANCES	\$0					\$0	
	FIRE EXTINGUISHERS	\$800					\$800	
FURNISHINGS								
	WINDOW TREATMENT	\$4,500					\$4,500	
	FURNITURE	\$6,000					\$6,000	
CONVEYING SYSTEMS								
	STAIR LIFT	\$5,560					\$5,560	
PLUMBING								
		\$97,500					\$97,500	
MECHANICAL								
		\$95,500					\$95,500	
ELECTRICAL								
	POWER, LIGHTING AND EQUIPMENT	\$72,400					\$72,400	
	LIGHT FIXTURES	\$32,500					\$32,500	

DUPLICATION OF BENEFITS CALCULATION WORKSHEET

Battered Women's Shelter, Medina County
Terri Heckman, CEO

1. Enter Applicant's Total Need	\$ 1,246,694.00
2. Enter Total Assistance Available (if none, enter 0)	
Medina Shelter funds	\$ 149,329.00
In Kind Donations	\$ 31,723.00
2018 Medina Shelter Capital Budget	\$ 417,602.00
2020 Medina Shelter Capital Budget	\$ 292,591.00
(Source)	\$ -
Subtotal:	\$ 891,245.00
3. Enter the Amount of Total Assistance to Exclude as	\$ -
Explanation of non-duplicative funds:	
Example: \$15,000 was private insurance for inventory replacement. This grant covers operating costs only.	
4. Total DOB Amount (Item 2 minus Item 3)	\$ 891,245.00
5. Maximum request (Item 1 minus Item 4)	\$ 355,450.00
6. Program cap (if applicable)	
7. Final request (lesser of Items 5 and 6)	\$ -

Richard Carlise, Project Volunteer (Independent Consultant specializing in Design, Development and Construction Services. Retired architect (4 years), Construction (6 years) and development (17 years). Last job title was Director of Development for First Interstate Development and experience with over \$400 million of construction in career.)

Jim Haas, registered architect and owner of Westwork Architectural Studios

2/19/2021

ok
2/23/21
3-2-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-054-3/8

FROM: MCRC
DATE: March 1, 2021
SUBJECT: Special Event Vendor Fees

Committee: Finance

SUMMARY AND BACKGROUND:

The MCRC is requesting approval to establish a variable rate structure for vendor fees for special events coordinated by the MCRC. Since the events we organize vary widely in scope and size, we would like to be able to charge independent vendors a range of rates depending on the expected attendance of the event, utilities required, staffing and the overall costs associated with hosting each event. We anticipate many of these events to be held free of charge for community members, and will need these vendor fees to recover overhead costs.

The MCRC will appoint three employees to be the Special Events Committee. Before each event is advertised, the MCRC will submit a written description of the event and all associated costs with a recommended vendor pricing strategy. The MCRC is respectfully requesting Council appoint Board of Control to be the entity responsible for reviewing and approving the proposed pricing strategy.

The fee structure minimum and maximum ranges can be added to the existing Program & Activity Rate Ordinance as written below:

SPECIAL EVENT VENDOR FEE – Rate structure and amounts to be approved by Board of Control prior to each event based on attendance, utilities, staffing, community need, and overall expenditures, etc.

Program Category	Per Event Daily Fee Minimum	Per Event Daily Fee Maximum
Special Event Vendor Fee	\$10.00	\$500.00
Event Sponsorship – various Levels	\$75	\$5,000.00
Percentage of Sales based Fees	10% of total sales	50% of total sales
Linear Footage based Fees	\$10 per foot	\$100 per foot

Estimated Cost:

Suggested Funding:

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

Program Planning Sheet

Program Name Glowing Egg Hunt - Easter Fun
Dates of Program April 3rd
Area / Supervisor Programming / Steve Frantz & Intern Jonathan Dent

Description

The MCRC will hold an Easter egg hunt and craft day the Saturday before Easter! The Easter Bunny will be on hand for Photos and to kick off the hunt! There will be three age groups alternating through three stations. Station One will have an age appropriate craft, Station 2 is the Big Hunt, Station Three is the photos and prizes! Eggs will be hidden on MCRC grounds. Prizes will be given for eggs found with special tickets inside, and all registrants get a prepackaged candy bundle. Open to members and non members aged 3 to 12, registration required so we have enough candy and craft supplies.

EXPENSES

	Hourly rate	Number of hours	Staight Time	Including 18% benefits
Part time staffing				
2 people @ 6 hrs intern	\$ 8.80	12	\$ 105.60	\$ 124.61
	-	6		
Contracted Instructor				
Reusable supplies				
Program perishables				
Candy				\$ 300.00
Egg glowstick inserts				\$ 50.00
Bunny costume				\$ 70.00
Craft supplies				\$ 50.00
Décor				\$ 30.00
Prizes				\$ 50.00
Marketing Expenses				
social media, newsletters				
Total Expense				\$ 674.61

REVENUE

	Pricing	Estimated attendance	Actual Registration	Total Revenue
Registration				
\$5M / \$8NM per child	\$ 5.00	100		\$ 500.00
Total Revenue				\$ 500.00

TOTAL PROFIT / LOSS \$ (174.61)

NOTES

Minimum attendance is 50, maximum is 150
 Suppy costs will vary based on registration
 Offering candy sponsorship to area businesses in exchange for banner / tables
 Full time staff not included in staffing
 Rain Date the following Saturday



Fun Things Happen Here!

EASTER FUN & Glowing Egg Hunt

April 3, 2021

EASTER FUN



Come join us at the MCRC for a load of Easter fun! We will participate in an Easter Egg Hunt, have pictures taken with the Easter Bunny, make an Easter craft to take home, and enjoy refreshments at the end of the day.
Ages 3-12.

Glowing Egg Hunt

Bring the kids out tonight for a fun hunt they won't forget! Search the 'egg patch' for the magical glowing eggs containing lots of goodies and tickets for fun prizes! Refreshments provided. Ages 3-12.

Event Co-Sponsor \$300

- Public recognition of your sponsorship by P.A. announcements
- Inclusion in all media and publicity materials
- Premier banner placement (banner provided by sponsor)
- On-site marketing opportunity
- Mentioned as event sponsor on MCA Cable & MCRC website
- Logo and message included in MCRC Program Brochure distributed to 50,000 households in Medina County

Candy Sponsor \$150

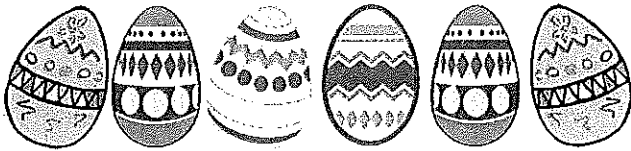
- Public recognition of your sponsorship by P.A. announcements
- Inclusion in all media and publicity materials
- Candy donations needed for candy and egg hunt

Food Vendor \$75

- Sno Cones, cotton candy, beverages, you tell us what you would like to present!
- Must have valid health department license and liability insurance.

Vendor Table \$25

- Set up a table or display and pass out information, candy, sell non-food merchandise.
- Table and two chairs provided.



Name of Company: _____

Contact Name: _____

Contact Phone Number: _____

Contact Email Address: _____

Contact Fax Number: _____

- Co-Sponsor \$300
- Candy Sponsor \$150
- Food Vendor \$75
- Vendor Table \$25
- Description _____

phone 330.721.6937 fax: 330.721.6905

email: sfrantz@medinaoh.org

ok
DH answered
3-2-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-055-3/8
Committee: Finance

FROM: MCRC ^{sal}
DATE: March 1, 2021
SUBJECT: Program & Activity Rate Change Proposal

SUMMARY AND BACKGROUND:

The MCRC is requesting approval to amend the current Program and Activity Rate Ordinance. The amendment will increase the maximum allowable fees for some programs, and create private/semi private lessons to allow for smaller group classes. A broad category of "specialized classes" has been added to accommodate classes that require a significant investment in equipment and therefore will have a much higher rate per hour. Additionally, the grid has been simplified to reduce redundancies.

Please refer to the attached Proposal for full details. The changes are indicated in red. Please note the proposed increases are only a possible *maximum* charge, and new pricing is 'not to exceed' the new amount; these are not necessarily the new class fees.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

ORDINANCE NO. 79-19

**AN ORDINANCE AMENDING THE PROGRAM AND
ACTIVITY FEE STRUCTURE FOR THE MEDINA
COMMUNITY RECREATION CENTER.**

WHEREAS: The Program and Activity Fees for the Medina Community Recreation Center have not been amended since 2008; and

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

SEC. 1: That the Program and Activity Fees for the Medina Community Recreation Center are hereby amended.

SEC. 2: That a copy of the amended rates are marked Exhibits A and B, attached hereto and incorporated herein.

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

PASSED: May 28, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Teresa Knox
Acting Clerk of Council

APPROVED: May 29, 2019

SIGNED: Dennis Hanwell
Mayor

Effective date – June 29, 2019

Medina Community Recreation Center Program and Activity Fees updated 3/2021

General Information

Program and Activity Fees

The Medina Community Recreation Center (MCRC) offers a wide variety of programs and activities designed to meet the needs of community members of all ages and interests. The fees assessed to participants for all programs and activities will be established to assure that the department will cover expenses such as: instructor fees, supplies, facility space, advertising, and administrative cost. The program and activity fees in this proposal are based on hourly class rates or full season rates and are not to exceed the rates listed. The duration of each program may vary; therefore, the fees in this proposal are provided in hourly increments to accurately reflect the true cost of each program.

Most programs or activities will have both a member and a nonmember fee. As a perk of their membership, members will receive a lower price on programs and activities that are sponsored by the MCRC.

Some programs may require additional supplies to be purchased in order to participate or enhance participation in the program. On occasion, these supplies may be purchased at a discount from the program instructor, or may include items that an individual has prior to class participation. Therefore, in order to eliminate the possibility of unnecessary fees being assessed to participants, these fees may be itemized separately.

PROGRAM AND ACTIVITY RATE MAXIMUMS Fee Structure

AQUATICS

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
*Water Exercise	\$8.00	\$10.00
Program Walk In Rate	\$8.00	\$10.00
Specialized Aquatics	\$10.00	\$12.00
WSI Classes	\$250.00/course \$300/course	\$300.00/course \$400/course
Lifeguarding Today Lifeguarding	\$250.00/course \$300/course	\$300.00/course \$400/course
Lifeguarding Review	\$100.00/course \$200/course	\$110.00/course \$250/course
Babysitter Training	\$75.00/course \$150/course	\$100.00/course \$200/course
Learn to Swim Programs	\$8.00 \$25.00	\$10.00 \$30.00
Special Populations	\$8.00 \$25.00	\$10.00 \$30.00
Youth/Teen Aquatics	\$8.00	\$10.00
Adult Aquatics Program	\$8.00	\$10.00
Older Adult Aquatics	\$8.00	\$10.00
Aquatic Special Events	\$10.00	\$12.00
Rec. Swim Team	\$500.00/season	\$600.00/season
Aquatic Clubs	\$8.00	\$10.00
Lifeguard Instructor	\$300/course	\$400.00/course
Private Lesson	\$60 (\$30 per ½ hour)	\$80 (\$40 per ½ hour)
Semi-Private Lessons	\$100 (\$50 per ½ hour)	\$120 (\$60 per ½ hour)

FITNESS AND WELLNESS

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
*Aerobic Exercise	\$6.00-\$8	\$7.00-\$13
Program Walk In Rate	\$8.00-\$10	\$10.00-\$15
Specialized Aerobic Exercise	\$10.00-\$15	\$11.00-\$18

Special Populations	\$6.00-\$8	\$7.00-\$12
Youth/Teen Fitness	\$6.00	\$7.00
Adult Fitness	\$6.00	\$7.00
Older Adult Fitness	\$6.00	\$7.00
Wellness Programs	\$8.00 \$15	\$9.00-\$20
Seminars and Workshops	\$5.00	\$6.00
Martial Arts – General	\$8.00	\$9.00
Martial Arts – Specialized	\$12.00	\$13.00
Fitness & Wellness Special Events	\$5.00-\$10	\$6.00-\$15
Fitness Clubs	\$5.00	\$6.00

SPORTS

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
Adult Competitive B-ball Leagues	\$350.00/team + \$35/team/game	\$400.00/team + \$35/team/game
Adult Rec. B-ball Leagues	\$300.00/team + \$35/team/game	\$350.00/team + \$35/team/game
Youth Competitive B-ball League	\$250.00/season	\$300.00/season
Youth B-ball Leagues	\$100.00 / season \$125	\$125.00 / season \$150
Adult Power V-ball Leagues	\$200.00/team + \$35/team/game	\$250.00/team + \$35/team/game
Adult Rec. V-ball Leagues	\$200.00/team + \$20/team/game	\$250.00/team + \$20/team/game
Adult Sport League	\$400.00/ team +\$35/ team/game	\$450.00/ team +\$35/ team/game
Youth Sport League	\$300.00/team + \$35/team/game	\$350.00/team + \$35/team/game
Youth Volleyball	\$30.00/season	\$40.00/season
Adult Tennis League	\$40.00/season	\$50.00/season
Youth Tennis League	\$30.00/season	\$40.00/season
*Sport Skill Development	\$8.00	\$10.00
Adult Sports Program	\$6.00 \$10	\$7.00-\$15
Youth/Teen Sports	\$6.00	\$7.00
Older Adult Sports	\$6.00	\$7.00
Specialized Sport Instruction	\$15.00 \$50	\$16.00-\$80
Special Populations	\$6.00	\$7.00
Sports Special Events	\$5.00	\$6.00
Sport Clubs	\$5.00	\$6.00
Sport Camps	\$8.00	\$10.00

INFANT/PRESCHOOL

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
*Arts and Crafts-Humanities	\$8.00 \$15	\$9.00-\$20
Dance	\$6.00	\$7.00
Music and Performing Arts	\$8.00	\$9.00
Education/Enrichment	\$12.00	\$13.00
Playgroups	\$5.00	\$6.00
Camps	\$8.00	\$10.00
Special Events and Trips	\$5.00	\$6.00

YOUTH AND TEEN

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
Arts and Crafts – General	\$7.00	\$8.00
Arts and Crafts – Specialized	\$12.00	\$13.00
*Dance	\$6.00	\$7.00
Music and Performing Arts	\$7.00	\$8.00
Education/Enrichment	\$15.00	\$16.00
Clubs	\$5.00	\$6.00

[^] Program fees are not to exceed amounts listed and may fluctuate based on expenditures assessed for each program (i.e. instructor fees, facility space, supply fees, ticket prices, advertising, etc.) to assure that the department will cover expenses or generate revenue.

Special Events and Trips	\$5.00	\$6.00
Before & After School Programs	\$2.50 \$10	\$3.50 \$15
Camps (General)	\$6.00 \$12	\$7.00 \$18
Camps (Specialized)	\$8.00 \$14	\$9.00 \$20

ADULT

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
Arts and Crafts—General	\$7.00	\$8.00
Arts and Crafts—Specialized	\$12.00	\$13.00
Dance	\$7.00	\$8.00
Music and Performing Arts	\$7.00	\$8.00
*Education/Enrichment	\$12.00	\$13.00
Clubs	\$5.00	\$6.00
Special Events and Local Trips	\$8.00	\$9.00
Bus Trips	\$15.00	\$16.00

OLDER ADULTS

Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
Arts and Crafts—General	\$7.00	\$8.00
Arts and Crafts—Specialized	\$12.00	\$13.00
Dance	\$7.00	\$8.00
Music and Performing Arts	\$7.00	\$8.00
Education/Enrichment	\$12.00	\$13.00
Clubs	\$5.00	\$6.00
*Special Events and Local Trips	\$8.00	\$9.00
Bus Trips	\$15.00	\$16.00

FAMILY

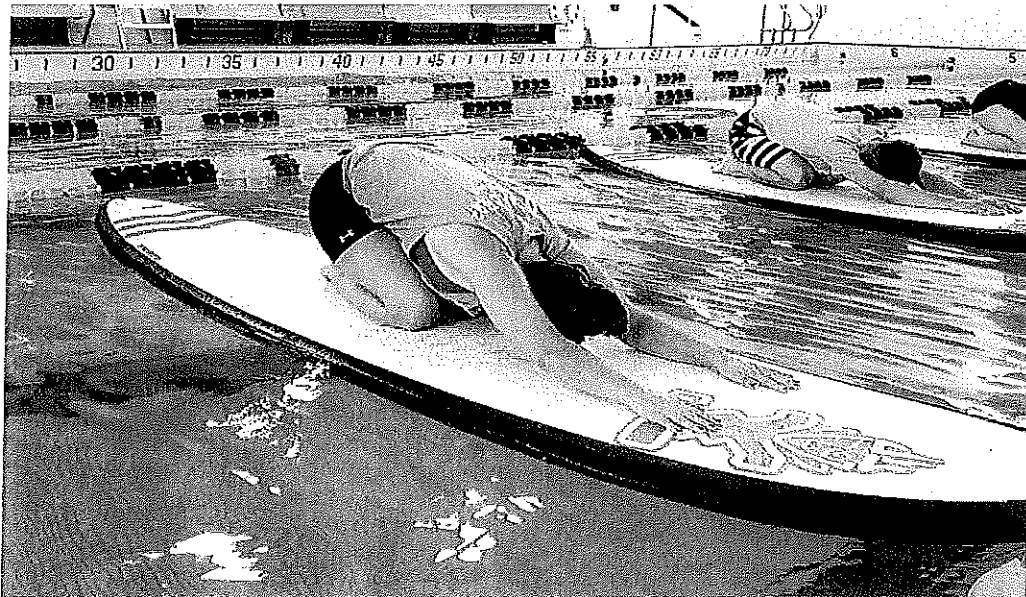
Program Category	Member Fee Per Hour	Nonmember Fee Per Hour
Education/Enrichment	\$10.00	\$11.00
*Special Events and Trips	\$8.00 \$18	\$9.00 \$25
Bus Trips	\$15.00	\$16.00

Stand up Paddleboard Fitness

Medina Community Recreation Center

Coming Soon !

\$40.00 per class



Why do SUP Fitness?

Stand up paddle boarding and yoga may at first seem like an odd pairing. But, there are many reasons why people enjoy doing yoga on the water. In addition to having fun with friends or experiencing some quiet solitude on the water, here are a few more benefits:

To get a different kind of workout: Doing yoga on a SUP engages muscles that you may neglect during your on-land practice.

To develop mindfulness: The added challenge of doing yoga on a wobbly board will force you to be very present and intentional with all your movements.

REQUEST FOR COUNCIL ACTION

No. RCA 21-056-3/8

FROM: Laureen Wilson/ Civil Service

Committee: Finance

DATE: 3/3/2021

SUBJECT: Request Amendment to 2021 Civil Service Budget

SUMMARY AND BACKGROUND:

For 2021 budgets, all departments were asked to cut their budget by 10%. Civil Service, as a small department, has a tight budget, example being having only \$339 carry forward from 2020. The secretary presented a budget of \$116,045 for 2021, cutting the original requested budget by 4%. At budget discussions, it was noted that the approved advertising & contractual services amounts were historically low and depending on promotional testing, the secretary might need to come back to Council in 2021.

2020 encumbered Contractual Service funds were used to cover fire chief testing by the Ohio Fire Chiefs Association (\$12,280). 2021 Contractual Service budget was set at \$6750. With Fire Captain Larry Walters receiving the promotion to fire chief, now a Fire Captain test needs ordered, which will probably be followed by a Fire Lieutenant test to be ordered.

Fire Captain testing has been administered by PRADCO for the last several captain tests. The 2019 fire captain test proposal was \$1,500 per candidate tested. A proposal for 2021 test has been requested. Anticipating an increase and the city has five captains eligible to test. Secretary is **approximating \$1700 x 5= \$8500.**

Fire Lieutenant testing has been administered by Ramsey & Associates for the last several tests. The 2018 fire lieutenant test proposal was \$380 per reference material used (written test). The cost at that time was \$1140 no matter how many candidates test. For the Fire Chief test, her proposal was at \$410 per reference material used plus a review fee of \$120, meaning a rate increase for 2021 lieutenant test might cost **approximately \$1760 based** on using 4 reference books.

The **Police department** is running one officer short at this time. Currently this classification has an eligible list due to expire in May 2021. It is likely that another **patrol test** will be needed this year. Last test **cost \$1900 approx.** just for testing, having the physical fitness testing free of charge under the direction of Officer Kris Conwill and not including advertisement.

The **Police dispatch** eligible list is also set to expire in November 2021. Last test cost approx. **\$1200.**

The **Civil Service Commission is respectfully requesting** Council to consider appropriating additional funds to the Civil Service Contractual Services **account 001-0723-52215** to cover anticipated costs of future exams to be administered in the amount of **\$13,500. Please consider the following:**

Funds coming into General Account Fund because of Civil Service:

- **Medina City Schools** are billed approximately 33% of the department's budget. 2019-2020 bill was **paid in January for the amount of \$37,549.80.** They cover 50% of shared expenditures and add all school advertisements and contractual services to this cost. All expenses for Instructional Paraprofessional (advertisements & testing time) are charged in addition.

Estimated Cost: \$13,500.00

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date: