

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 21-081-4/26 – Debt Refinancing and New Debt Issuance
- 21-082-4/26 – Application for Federal Grant Funds – State Road Reconstruction
- 21-083-4/26 – Donation – 25 Dell Computers to Medina City Schools
- 21-084-4/26 – D.A.R.E. Vehicle Donation
- 21-085-4/26 – Amend S&B Code, Convert Part-Time Code Enforcement Inspector to F/T.
- 21-086-4/26 – Armstrong Internet Access Line – Municipal Court
- 21-087-4/26 – ODOT Traffic Signal Maintenance Agreements
- 21-088-4/26 – Expenditure Over \$15,000 – Wintrow Construction – Engineering
- 21-089-4/26 – Increase P.O. #2021-1040 – Absolute Construction – CHIP Grant
- 21-090-4/26 – Approve MCRC Sponsorship Banner
- 21-091-4/26 – Accept (1) One Easement – N. Broadway Bridge Replacement

### **Health, Safety & Sanitation Committee**

- 21-092-4/26 – Amend S&B Code 31.05, Add Three Additional Officers – Police

4/26/21

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-081-4/26

**FROM:** Keith H. Dirham  
**DATE:** Friday, April 2, 2021  
**SUBJECT:** Debt Refinancing and new Debt Issuance

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

You will recall that I submitted an RCA last year to discuss refinancing some of the City's outstanding debt. At that time I recommended that the City hold off until this year when a much larger amount of existing debt would be eligible to be refinanced such that the City could minimize issuance costs by rolling both into one issue. Council discussed this and accepted that recommendation last year. The RCA from last year is attached.

This process was somewhat delayed due to the City's 2019 audit being held up by a cash reconciliation issue at the Municipal Court but that issue has been resolved, our 2019 audit has been issued, and we are now prepared to proceed.

A draft financing schedule is attached. The highlights of that schedule are as follows:

- April 26: Finance Committee Review
- May 10: Council Passes Authorizing Legislation
- June 10: Authorizing Legislation becomes effective (no Emergency Clause)
- July 15: Bond issue closed

A substantial savings is available to the City at this time due primarily to three factors:

1. Current Market Rates are very low
2. The City enjoys a very good Credit Rating (Moody's Aa1)
3. As always, when refinancing, we are replacing longer term issues with shorter term issues and shorter term issues generally have lower rates. Ie, the 2022 Bonds issued in 2010 and 2013 were 12 and nine year Bonds when issued and they would be replaced with one year Bonds issued in 2021.

**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:**



Financing Schedule  
 (As of April 2, 2021)

April 2021							May 2021							June 2021							July 2021													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10							
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17							
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24							
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31							
							30	31																										

Holiday

Date	Event	Parties
Week of 4/26	4/26 - City Council Finance Committee Review	I
Week of 5/3	5/4 - First Draft of Preliminary Official Statement Distributed (POS) 5/4 - First Draft of Rating Presentation Distributed	BC U
Week of 5/10	5/10 - City Council Passes Authorizing Legislation 5/12 - Rating Preparation Call 5/13 - Comments due back on POS	I ALL
Week of 5/24	5/25 - Second Draft of the POS	
Week of 5/31	5/31 - Memorial Day - Observed 6/3 - Rating Preparation Call 6/4 - Comments due back on POS	ALL I, U, BC ALL
Week of 6/7	6/9 - Distribution of Rating Materials to Moody's Investor Services 6/10 - 30-Day Referendum Period Concludes	U I, U, BC
Week of 6/14	6/15 - Rating Discussion with Moody's	I, U, BC
Week of 6/21	6/22 - Rating Received 6/23 - Due Diligence Call 6/24 - Distribution Marketing Materials to Investors Bond Marketing - KBCM Sales Draft Cash Flows Sent to Bond Counsel for Legal Review and Verification Agent	ALL I, U, BC U U U
Week of 6/28	6/30 - Pre-pricing Discussion 7/1 - Price Bonds - Cash Flows Finalized, Verified & BPA Executed	I, U, BC I, U, BC I, U, BC, UC, VA
Week of 7/5	7/6 - Draft FOS Circulated for Review/Comment 7/7 - Distribution of Draft Closing Memorandum for Review/Comment 7/8 - Final Official Statements Distributed 7/9 - Print Final Official Statements 7/9 - Distribution of Final Closing Memorandum	BC U BC I, U, BC, P U
Week of 7/12	7/15 - Close Bond Issue	ALL

Legend:

I	Issuer: City of Medina, OH	P	Printer: TBD
BC	Bond Counsel: McDonald Hopkins	PA	Paying Agent: Bank of New York Mellon (Also Escrow Agent)
U	Underwriter: KeyBanc Capital Markets Inc.	UC	Underwriter's Counsel: TBD
R	Rating Agencies	VA	Verification Agent: TBD

# REQUEST FOR COUNCIL ACTION

No. \_\_\_\_\_

FROM: Keith H. Dirham Committee: \_\_\_\_\_  
DATE: Friday, June 12, 2020  
SUBJECT: Refinancing existing debt and possible new debt issue

## SUMMARY AND BACKGROUND:

I respectfully request that Council discuss the structure of our outstanding Long-Term General Obligation Debt, the possibility of refinancing some of that debt, and the possibility of issuing new debt in addition to that already outstanding and/or to be refinanced.

There are three dates to consider:

- September 1, 2020: The bonds issued in 2010 are callable starting December 1, 2020 so they can be refinanced anytime after September 1, 2020.
- March 1, 2021: The bonds issued in 2013 (to refinance the BAB's issued in 2010) are callable starting June 1, 2021 so they can be refinanced anytime after March 1, 2021.
- September 1, 2022: The bonds issued in 2012 are callable starting December 1, 2022 so they can be refinanced anytime after September 1, 2022.

My recommendation is that we hold off on refinancing the 2010 bonds until next Spring when we can combine issues and refinance both those and the 2013 bonds at the same time. The reason is that debt issuances are costly and combining multiple projects into one large issue is more efficient than making multiple smaller issues. However, this decision is not without risk. If rates rise between this Fall and next Spring then some or perhaps even all of the savings available to us based on current rates will be lost and it is possible that we will not be able to realize any savings at all next Spring.

We could also wait until the Fall of 2022 to combine all three issues but I would not recommend that. In my opinion waiting six months on an issue of less than \$3 Million (the 2010 bonds callable this Fall) to get to an issue of more than \$11 Million (the combination of the 2010 and 2013 issues) makes sense. However, waiting 18 months on an issue of more than \$11 Million to get an extra \$655,000 (the 2012 issue) included does not make sense. That said, I feel that ultimately this is not my decision to make. I think that my role should be to present this information to Council and the Mayor, make a recommendation, take your questions, and get your decision.

I have attached a substantial amount of information for you to consider in connection with this request. I realize that it is a lot to absorb and if you wish to speak with me one-on-one to ask questions please do not hesitate to do so. Thank you for your consideration.

Estimated Cost: n/a

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:

# City of Medina

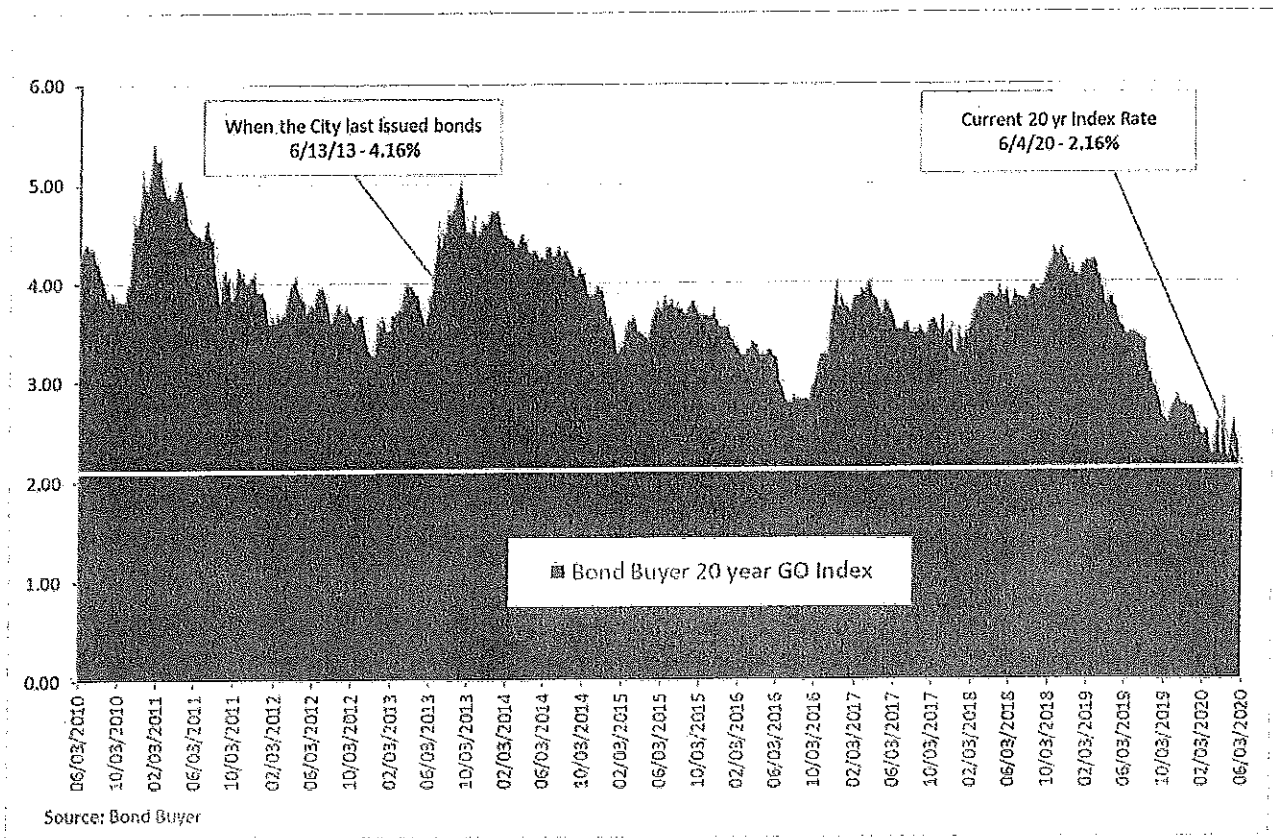
## Basics of Municipal Debt

Prepared for Council, June 12, 2020

### Major factors:

- Market Interest Rate
- Term
- Credit Rating

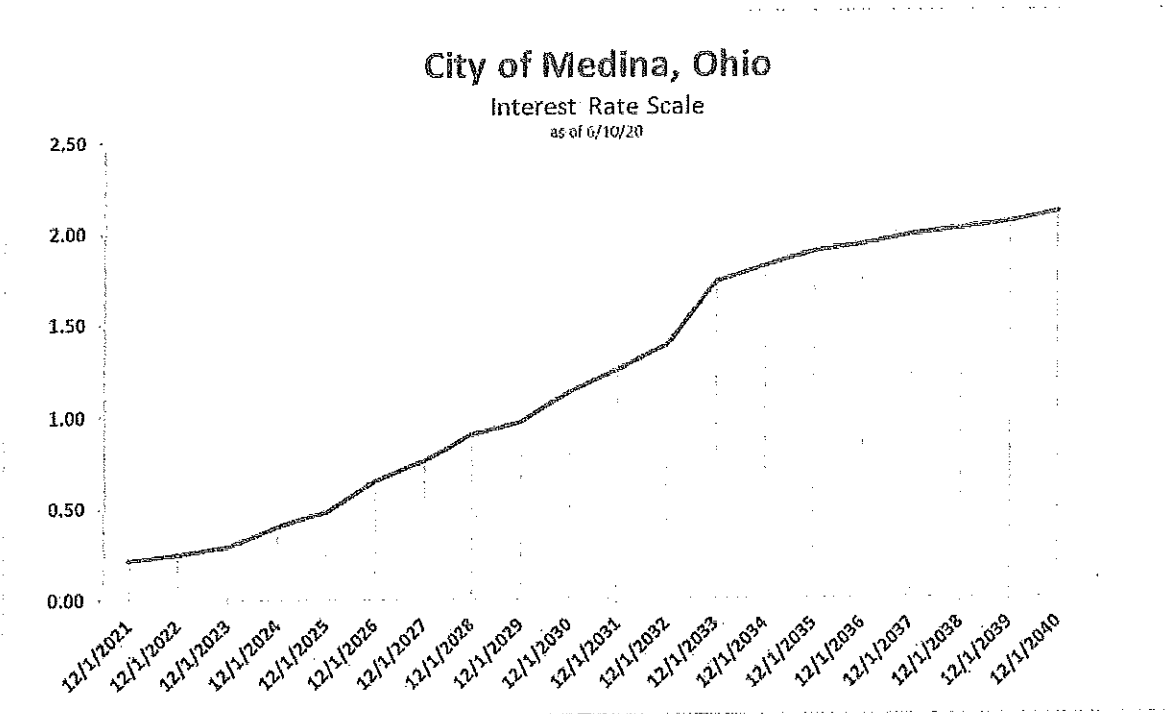
### ❖ Market Interest Rate



Rates today are considerably lower than they were when the City issued debt in 2010 and 2013.

❖ **Term**

- Typically longer maturities have higher interest rates than shorter maturities
- If we refinance we will be replacing longer term issues with shorter term issues



If we refinance in the Spring of 2021 we will be replacing 2022 bonds that were nine and 12 year bonds when issued with one year bonds. Similarly, we will be replacing 2023 bonds that were 10 and 13 year bonds when issued with two year bonds, etc.

❖ **Credit Rating**

- The City of Medina's Credit Rating was upgraded from Aa3 to Aa2 in October, 2009. Subsequent to that it improved to Aa1.
  - Based on our current level of community wealth, this is the highest realistically achievable rate available to our City

**New Issues:**

The total annual debt service per \$1,000,000 borrowed would be approximately:

- \$59,000 if repaid over twenty years
- \$73,000 if repaid over fifteen years
- \$104,000 if repaid over ten years

**Discussion of Debt Refinancing and potential new Debt Issues**

After I contacted our underwriter to get a rate quote to use for the Lindenwood Lake Dam project he sent me an email about the potential to get some savings by refinancing some of the City's existing debt. I anticipated an email to this effect because the bonds that we issued in 2010 had a ten year call and have a call date of December 1, 2020. What that means is that we can pay off the bonds and/or refinance them on or after December 1, 2020.

**Advance Refundings Eliminated**

You may recall that in the past we had the opportunity to do what were known as "Advance Refundings". In those an issuer of debt such as the City could refinance their debt before the call date by using the proceeds of a new issue to buy Federal securities which were then held by a trust agent and used to make the payments on the existing debt until the call date, then to pay off the old debt. Advance Refundings were eliminated by the Feds back in 2017 so that is no longer a consideration. We are now only permitted to do what are known as "Current Refundings". in which we issue new debt to pay off old debt within three months of the call date of the existing debt.

**All of the City's existing debt is in General Obligation Bonds on which we make payments as follows:**

- June 1 of each year we pay Interest only.
- December 1 of each year we pay both Interest and Principle.

**What follows is a chart showing the City's outstanding debt:**

Issue	Acct	Orig Amt	Payoff	First Call	Bal after 12/1/2019	Bal after 12/1/2020	Bal after 12/1/2021
2010 refi of 2001 Issue	MCRC	2,985,000.00	12/1/2021	n/a	67,500.00	345,000.00	-
2012 refi of 2002 Issue	Water	3,575,000.00	12/1/2022	n/a	1,140,000.00	765,000.00	385,000.00
2012 refi of 2002 Issue	MCRC	1,695,000.00	12/1/2022	n/a	78,500.00	640,000.00	50,000.00
2010 refi of 2002 Issue	Water	5,235,000.00	12/1/2026	Dec -20	2,760,000.00	2,410,000.00	2,045,000.00
2012 Original Issue	Gen Cap	1,190,000.00	12/1/2032	Dec -22	82,500.00	770,000.00	71,500.00
2013 refi of 2010 BAB	Water	1,115,000.00	12/1/2031	Jun-21	77,000.00	715,000.00	66,000.00

2013 refi of 2010 BAB	Gen Cap	2,780 ,000.00	12/1/2 031	Jun- 21	1,94 5,000.00	1,805 ,000.00	1,64 5,000.00
2013 refi of 2010 BAB	Streets	9,885 ,000.00	12/1/2 031	Jun- 21	6,88 0,000.00	6,380 ,000.00	5,83 0,000.00

The issues:

- First on the chart is a 2010 refinancing of debt originally issued in 2001 to pay for the MCRC. This will be paid off December 1, 2021 and is not callable.
- Second is a 2012 refinancing of debt originally issued in 2002 to pay for the waterline to Avon and various appurtenances. This will be paid off December 1, 2022 and is not callable.
- Third is a 2012 refinancing of debt originally issued in 2002 to pay for the MCRC. This will be paid off December 1, 2022 and is not callable.
- Fourth is a 2010 refinancing of debt originally issued in 2002 to pay for the waterline to Avon and various appurtenances. This will be paid off December 1, 2026 (we extended the original term to 25 from 20 years when we refinanced in 2010) if we do not refinance or pay it off before then. This issue is callable any time after December 1, 2020.
- Fifth is a 2012 original issue of debt used to pay for General Capital Improvements. This will be paid off December 1, 2032 if we do not refinance or pay it off before then. This issue is callable anytime after December 1, 2022.
- Sixth is a 2013 refinancing of a BAB (Build America Bond) originally issued in 2010 to pay for General Water System Improvements. We were permitted to refinance this in 2013 because when we made the original issue we inserted a clause permitting us to refinance if the Federal Government failed to stand by their commitment to reimburse the City a fixed percentage of the interest. Under the Sequester the Feds did this and we used the opportunity to refinance in 2013 at lower rates than had been available in 2010.
- Seventh is a 2013 refinancing of a BAB (Build America Bond) originally issued in 2010 to pay for General Capital Improvements. We were permitted to refinance this in 2013 because when we made the original issue we inserted a clause permitting us to refinance if the Federal Government failed to stand by their commitment to reimburse the City a fixed percentage of the interest. Under the Sequester the Feds did this and we used the opportunity to refinance in 2013 at lower rates than had been available in 2010.
- Eighth is a 2013 refinancing of a BAB (Build America Bond) originally issued in 2010 to pay for Street Improvements. We were permitted to refinance this in 2013 because when we made the original issue we inserted a clause permitting us to refinance if the Federal Government failed to stand by their commitment to reimburse the City a fixed percentage of the interest. Under the Sequester the Feds did this and we used the opportunity to refinance in 2013 at lower rates than had been available in 2010.

Three dates to consider:

- September 1, 2020: The 2010 bonds are callable starting December 1, 2020 so they can be refinanced any time after three months prior to that or September 1, 2020.
- March 1, 2021: The 2013 bonds (that refinanced the 2010 BAB's) are callable starting June 1, 2021 so they can be refinanced any time after three months prior to that or March 1, 2021.
- September 1, 2022: The 2012 bonds are callable starting December 1, 2022 so they can be refinanced any time after three months prior to that or September 1, 2022.



Per the information sent to me by our Underwriter we could save approximately \$200,000 (Net Present Value) by refinancing the 2010 Bonds this Fall assuming that current rates hold. If we wait until next Spring we can save approximately \$900,000 (NPV) on the combination of the 2010 and 2013 bonds assuming that current rates hold.

**Recommendation:**

At this time I recommend that we hold off until next spring when we can combine issues and refinance both the 2010 bonds and the 2013 bonds. The reason is that Debt issuances are costly and combining multiple projects into one large issue is more efficient than making multiple smaller issues. However, this decision is not without risk. If rates rise between this fall and next spring some or perhaps even all of the savings available to us now will be lost and it is possible that we will not be able to realize any savings next spring.

Another option would be to wait until the fall of 2022 when all of the City's issues then outstanding will be callable then refinance everything at once. I would not recommend that because the issue that we would be waiting on is relatively small. It started out as a \$1,190,000 issue. After the December 1, 2019 payment the remaining balance is \$825,000. After the December 1, 2020 payment the remaining balance will be \$770,000 and after the December 1, 2021 payment the remaining balance will be \$715,000. The portion that we could refinance (due after the December 1, 2022 payment) is \$655,000.

In my opinion waiting six months on an issue of less than \$3 Million to get to what would be a total issue of more than \$11 Million makes sense. However, waiting 18 months on an issue of more than \$11 Million to get an extra \$655,000 included does not make sense.

That said, I feel that this is ultimately not my decision to make. I think that my role should be to present this information to Council and the Mayor, make a recommendation, take your questions, and get your decision. Therefore, I am presenting this to you for your consideration.

**New Debt:**

The possibility of issuing additional new debt should be considered. As I mentioned earlier it is more efficient to combine multiple projects into one large issue rather than making multiple smaller issues. This same concept applies to new debt so if the City is going to issue new debt any time soon the most efficient time to do it would be at the same time as we refinance some existing debt.

**Ballpark estimates of the issuance costs:**

- About \$37,000 for just the 2010 bonds (that we could refinance this Fall).
- About \$53,000 for just the 2013 bonds (that we could refinance next Spring).
- About \$59,000 for both as one combined issue.

If we were to choose to do two separate issues we would pay around \$90,000 in issuance costs. By combining the two issues we would save about \$31,000.

An additional reason to wait until next Spring is that our existing debt for Moody's to consider will be much smaller. We will be making the final payment on the 2010 MCRC refinancing of the 2001 issue on December 1, 2020. Additionally, the final payments on the 2012 refinancings of the 2002

MCRC and Water issues are scheduled for December 1, 2021. By the time we get to next Spring we can clearly demonstrate to Moody's that we have sufficient cash on hand to make those final payments which will decrease the total amount of outstanding debt for them to consider.

Our current outstanding GO Bond Debt is \$15,780,000 (after the December 1, 2019 payments). After the December 1, 2020 payments that will drop to \$13,830,000 and the December 1, 2021 payments will drop that to \$11,785,000.

Additionally, I am concerned that the Credit Rating Agencies are going to be a bit skittish for a while due to COVID-19 and the economic fallout from it. My best guess is that they will be a bit more comfortable next Spring especially since I anticipate that by then we will be able to fully demonstrate that the City of Medina was able to take that hit in stride.

#### **A brief discussion of the savings potentially available to us:**

The savings available to us this time will not be as dramatic and significant as the savings realized when we refinanced in 2010 and 2012. The reason is that the City's Credit rating improved to Aa1 at the time of the 2010 and 2012 issues from Aa2 prior to that and Aa3 at the time of the 2001 and 2002 issues. Thus, at the time of the 2010 and 2012 issues the City realized three types of savings:

- First we realized a credit rating savings because Aa1 issuers like we are now pay less interest than Aa3 issuers like we were in 2001 and 2002.
- Second we realized a general market savings because rates were lower in 2010 and 2012 than they had been in 2001 and 2002.
- Finally we realized a shortened maturity savings because 2013 bonds issued in 2012 were one year bonds while 2013 bonds issued in 2002 had been 11 year bonds and 2014 bonds issued in 2012 were two year bonds while 2014 bonds issued in 2002 were two year bonds, etc.

This time around we will be refinancing bonds issued after our major Credit Rating upgrade so there will be no further reduction. Additionally, rates were low in 2010-2013 so while there would be some general market savings based on current rates it may not be as significant as it was when we refinanced the 2001 and 2002 bonds in 2010 and 2012. The bulk of the potential savings this time is simply the savings generated by shortening the maturities. In 2022 we can replace 2023 bonds that were 10 year bonds when originally issued in 2013 with one year bonds and we can replace 2024 bonds that were 11 year bonds when originally issued in 2013 with two year bonds, etc.

#### **The City of Medina's Debt Structure:**

I became Finance Director in 2002. Prior to that the City did two separate debt issues in 2001. One was for about half of the MCRC and the other was for about half of the Water Line to get water from (then) Avon Lake Municipal Utilities. During 2002 we did one combined issue for the rest of the MCRC and the rest of the Water Line.

The debt that we issue is generally 20 year debt with a 10 year call. That means that the debt is callable after 10 years. Eventually I would like us to have two overlapping 10-year cycles such that we contemplate issuing debt every five years. Note that the remaining balance of the 2012 issue that will become callable effective December 1, 2022 will be \$715,000 after the December 1, 2021 payment. As a practical matter, this is not likely to be large enough to be worth doing as a stand-alone issue. Generally, Bond Issuance costs are prohibitively high for any issue smaller than about \$1-1.5 Million. Thus, it will not be practical to refinance the 2012 issue in 2022 so

my long-term plan is that we wait until 2026. If rates are low enough in 2026, we can refinance what is left of the 2012 issue and issue any new debt the City desires to issue at that time. After that we should contemplate debt issuances every five years:

- 2031: Any new debt that we issue in 2021 will be callable and we can consider additional new debt.
- 2036: Any new debt that we issue in 2026 will be callable and we can consider additional new debt.
- 2041: Any new debt that we issue in 2031 will be callable and we can consider additional new debt.
- Etc.

Alternatively, with interest rates as low as they are now we may be able to get an eight-year call on bonds issued in 2021 like we did with the bonds issued in 2013. If we are able to do that then our cycle would be 2021/2024/2029/2034.

#### **Discussion of Debt vs Pay-as-you-go financing for Capital Projects:**

For the Capital Funds the City has a choice of using strictly debt financing to pay for capital projects, using no debt at all and financing capital projects on a pay-as-you-go basis, or any mixture of the two. When we set things up for the 108 Fund and the 301 Fund we elected to utilize a mixture of approximately one-third debt financing and two-thirds pay-as-you-go. So long as interest rates remain low, I recommend that we maintain approximately this one-third / two-thirds balance of debt / pay-as-you-go.

#### **For those two funds:**

##### **108 Street/Storm Construction, Maintenance, and Repair Fund:**

Last three years Income Tax Revenue:

- \$3,358,761 in 2019
- \$2,964,920 in 2018
- \$2,823,636 in 2017
- \$3,049,106 average over 2017-2019

Annual Debt Service:

- \$744,435 in 2019
- \$762,948 in 2018
- \$758,225 in 2017
- \$755,203 average over 2017-2019

Over the past three years our debt service in the 108 Fund has averaged 24.77% of income tax revenue so at this time we are financing capital projects in this fund on roughly a one-fourth debt financing and three-fourths pay-as-you-go basis. We could borrow an additional \$4-5 Million at today's rates and still keep debt service costs to about one-third of Income Tax Revenue.

##### **301 General Purpose Capital Fund:**

Last three years Income Tax Revenue:

- \$335,876 in 2019
- \$296,492 in 2018
- \$282,364 in 2017
- \$304,911 average over 2017-2019

Annual Debt Service:

- \$278,755 in 2019
- \$282,070 in 2018
- \$279,745 in 2017
- \$280,190 average over 2017-2019

Over the past three years our debt service in the 301 Fund has averaged 91.89% of income tax revenue so at this time we are financing capital projects in this fund on roughly a nine-tenths debt financing and one-tenth pay-as-you-go basis. This ratio is so high because the income tax allocation to the 301 Fund was reduced twice after we issued the outstanding debt:

- In 2015 the 301 Fund's income tax allocation of income tax was reduced to 5% from 7.5%.
- In 2016 the 301 Fund's income tax allocation of income tax was reduced to 2.5% from 5%.

If the 301 Fund was still receiving 7.5% of income tax then the income tax revenue would be three times higher and the percentage necessary to cover debt service costs would be approximately 30.63%.

The debt in the General Purpose Capital Fund (#301) consists of two issues:

- A 2013 refinancing of \$2,780,000 in BAB's originally issued in 2010. The annual debt service on this issue is approximately \$200,000. The issue is callable effective June 1, 2021 and will be paid off December 1, 2031.
- A 2012 issue of \$1,190,000. The annual debt service on this issue is approximately \$75,000. This issue is callable effective December 1, 2022 and will be paid off December 1, 2032.

It is my recommendation (see above) that we refinance the larger issue in the Spring of 2021. This will reduce debt service costs in the General Purpose Capital Fund (#301) somewhat and allow us to finance more Capital Projects on a pay-as-you-go basis with the income tax revenue not needed for debt service.

I realize that this is a substantial amount of information to absorb. If you have any questions please feel free to email me ([finance@medinaoh.org](mailto:finance@medinaoh.org)), call me in my office (330.722.9051), or call me on my cell (330.350.1013) and I will be happy to address your concerns.

City of Medina

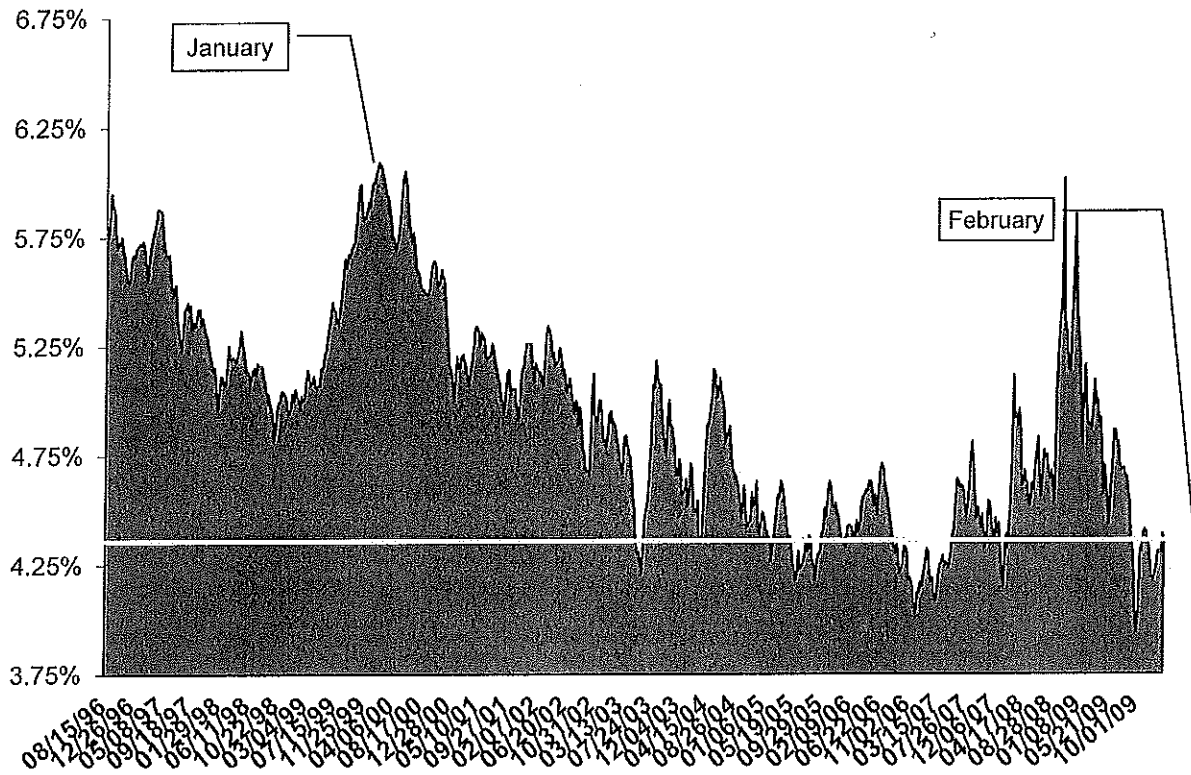
Basics of Municipal Debt

Presentation to Council, 2/23/2010

Major factors:

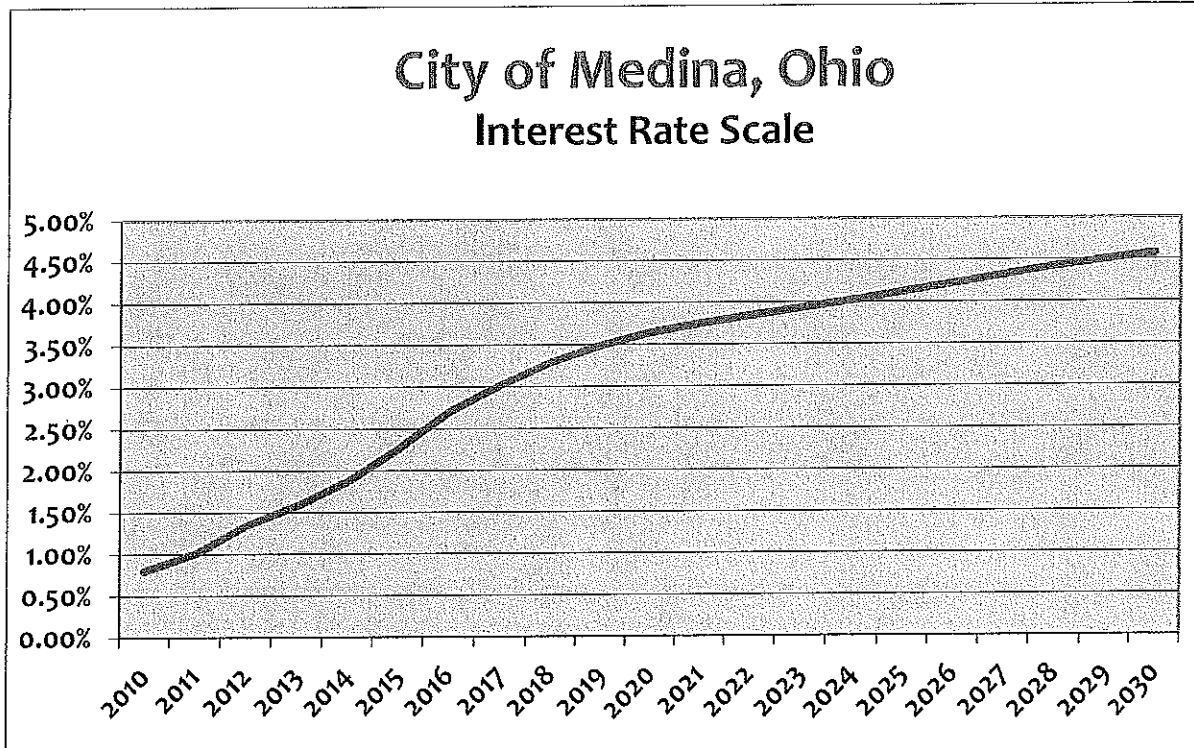
- Market Interest Rate
- Term
- Credit Rating

❖ Market Interest Rate



❖ Term

- Typically longer maturities have higher interest rates than shorter maturities
- If we refinance we will be replacing longer term issues with shorter term issues



❖ Credit Rating

- The City of Medina's Credit Rating was upgraded from Aa3 to Aa2 in October, 2009
  - Based on our current level of community wealth, this is the highest realistically achievable rate available to our City

Refinancing/Restructuring:

Annual Debt Service for the MCRC could be reduced by about \$110,000 but the final payment would be extended from December 1, 2022 to December 1, 2026.

The 2001 Water Improvement Issue could be refinanced at a savings of perhaps \$10,000 per year.

New Issues:

The total annual debt service per \$1,000,000 borrowed would be:

- \$75,000 if repaid over twenty years
- \$90,000 if repaid over fifteen years
- \$120,000 if repaid over ten years

**REQUEST FOR COUNCIL ACTION**

*OK of Approved  
4-12-21*

NO. RCA 21-082-4/26

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: April 12, 2021

SUBJECT: Application for federal grant funds for the State Road Reconstruction

This request is for Council's authorization to submit a request for federal funding for the reconstruction of State Road. This reconstruction would extend from Birch Hill Drive south to the Wheeling & Lake Erie rail crossing south of SR 18/West Liberty Street.

The preliminary budget estimate of the costs, along with the requested funding levels are as follows:

ITEM	FEDERAL FUNDS		LOCAL (CITY) FUNDS		TOTAL
	\$*	%	\$*	%	\$*
Right of Way	\$0	0%	\$70,000	100%	\$70,000
Construction	\$4,439,200	80%	\$1,109,800	20%	\$5,549,000
Engineering	\$0	0%	\$706,000	100%	\$706,000
<b>TOTAL</b>	<b>\$4,439,200</b>	<b>70%</b>	<b>\$1,885,800</b>	<b>30%</b>	<b>\$6,325,000</b>

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

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (\$1,885,800).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:





Table 3: 2020 City of Medina Pavement Condition Listing (Continued)

ROAD NAME	FROM	TO	FUNC CLASS	LANE-MILES	PCR
SR 57	LAFAYETTE ST	SMITH RD	MINOR ARTERIAL	0.28	72
SR 57	SIMON LN/PARKVIEW DR	LAFAYETTE ST	MINOR ARTERIAL	0.94	73
SR 57	SMITH RD	SR-3 (E WASHINGTON ST)	MINOR ARTERIAL	0.24	82
SR 57	SR-3 (E WASHINGTON ST)	SR-3D (E LIBERTY ST)	MINOR ARTERIAL	0.16	85
STATE RD	SMITH RD	W LIBERTY ST (SR-18)	MAJOR COLLECTOR	0.24	97
STATE RD	W LIBERTY ST (SR-18)	N PROGRESS DR / BIRCH HILL DR	MAJOR COLLECTOR	1.50	40
STURBRIDGE DR	WADSWORTH RD (SR-57)	GUILFORD BLVD	MAJOR COLLECTOR	0.30	59
US 42	E HOMESTEAD ST	HARDING ST	PRINCIPAL ARTERIAL-OTHER	0.34	96
US 42	HARDING ST	LEDGEWOOD DR	PRINCIPAL ARTERIAL-OTHER	3.12	96
US 42	LAFAYETTE ST	W HOMESTEAD ST	PRINCIPAL ARTERIAL-OTHER	1.78	69
US 42	MEDINA WCL	S HUNTINGTON ST	MINOR ARTERIAL	4.32	81
US 42	S HUNTINGTON ST	S COURT ST (US-42/SR-3)	MINOR ARTERIAL	0.46	77
W UNION ST	BROADWAY ST	WEYMOUTH RD (SR-3)	MAJOR COLLECTOR	1.44	72
W UNION ST	HUNTINGTON ST	BROADWAY ST	MAJOR COLLECTOR	0.54	51

**REQUEST FOR COUNCIL ACTION**

**From:** Sgt. Darin Zaremba - IT

**No.** REA 21-083-4/26

**Date:** April 13, 2021

**Committee:** Finance + Council

**Subject:** Donation - ~~24~~<sup>5</sup> Dell Computers to Medina City Schools

**Summary and background:**

Requesting Resolution to authorize donation of ~~24~~<sup>25</sup> Dell computers to Medina City Schools.

See attached for make and serial numbers.

**Estimated Cost:**

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:**

Yes

No

**Reason:**

---

**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

Ord. 68-21  
4/26/21

Make	Model	Serial #
Dell	Optiplex 7040	J14RHB2
Dell	Optiplex 7040	6VQMSD2
Dell	Optiplex 7040	J14PHB2
Dell	Optiplex 7040	J14DHB2
Dell	Optiplex 7040	8FZKHH2
Dell	Optiplex 7040	J15NHB2
Dell	Optiplex 7040	8FXNHH2
Dell	Optiplex 7040	J158HB2
Dell	Optiplex 7040	8FXPHH2
Dell	Optiplex 7040	J15BHB2
Dell	Optiplex 7040	J15SHB2
Dell	Optiplex 7070	BZZP333
Dell	Optiplex 7040	J13VHB2
Dell	Optiplex 7050	3M3Y8N2
Dell	Optiplex 7040	J149HB2
Dell	Optiplex 7040	J15QHB2
Dell	Optiplex 7040	J14CHB2
Dell	Optiplex 7040	J147HB2
Dell	Optiplex 7040	J14SHB2
Dell	Optiplex 7040	8FZPHH2
Dell	Optiplex 7040	8FYPHH2
Dell	Optiplex 7040	8FYQHH2
Dell	Optiplex 7040	J15THB2
Dell	Optiplex 7040	8FXRHH2
Dell	Optiplex 7050	3M2X8N2

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-084-4/26

Committee Finance

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

Mayor's Initials:

\_\_\_\_\_

*E.R.K.*  
(Signature)

Guidelines: See information on back of form

Date: 4/19/21

*Accept*

Subject: D.A.R.E. Vehicle Donation

**Summary and Background: The Medina Police respectfully requests the approval to accept a 2009 Nissan Cube from Rick Stickland and South of the Square Collision Center as a donation for use as a D.A.R.E. vehicle. (letter with vin number attached)**

Estimated Cost: \$ 0.0

Suggested Funding:

Sufficient Funds in Account:

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

New Appropriation Needed: N/A

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:



April 16, 2021

Medina Police Department  
Attention: Chief Kinney  
150 W Friendship Street  
Medina, OH 44256

Dear Chief Kinney,

South of the Square Collision is excited to donate a D.A.R.E. vehicle to the department. We are currently working on "Overhaulin'" a 2009 Nissan Cube, VIN JN8AZ28R29T121993 for department use. We will be in touch as soon as the vehicle is complete and ready for presentation to you and your officers.

Please contact me if you have any questions or suggestions regarding this project.

As always, we are so grateful for the sacrifice made by your department to protect and serve our community. We are proud of the work the Medina Police Department does. Thank you.

Respectfully Submitted,

Rick Stickland  
President



April 16, 2021

Medina Police Department  
Attention: Chief Kinney  
150 W Friendship Street  
Medina, OH 44256

Dear Chief Kinney,

South of the Square Collision is excited to donate a D.A.R.E. vehicle to the department. We are currently working on "Overhaulin'" a Nissan Cube for department use. We will be in touch as soon as the vehicle is complete and ready for presentation to you and your officers.

Please contact me if you have any questions or suggestions regarding this project.

As always, we are so grateful for the sacrifice made by your department to protect and serve our community. We are proud of the work the Medina Police Department does. Thank you.

Respectfully Submitted,

Rick Stickland  
President

OK  
2/15/2021  
4-16-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-085-4/26

Committee: Finance

**FROM:** Jonathan Mendel, Community Development Director



**DATE:** April 16, 2021

**SUBJECT:** Convert Part-time Code Enforcement Inspector to Full-time

**SUMMARY AND BACKGROUND:**

The current individual in the PT-CEI position is resigning as of May 1, 2021. With this departure, Administration has evaluated the needs for continued proactive Zoning and Property Maintenance enforcement throughout the City of Medina and has decided there is current and future need for a full-time position in the Community Development Department to execute code enforcement activities in order to sustain the City's positive feedback loop of market value and perception.

This position will continue to directly report to the Community Development Director and assume the majority of the enforcement field work regarding zoning, property maintenance and long weeds/grass/living fence obstructions. This prioritization will permit the Building Official and Building Inspector to prioritize permit plan review and inspections maintaining our well regarded service levels for these positive investments.

For funding in the remainder of 2021 into 2022 and beyond, see the attached sheet outlining the comparison of 1 PT, 1.5 PT, 2 PT and 1 FT position and the funding with current P&Z and Bldg carryforward.

Lastly, also attached is the revised Code Enforcement Inspector job description to permit full or part-time status depending on the City's future needs. The Civil Service Commission recommended the change on April 7, 2021.

- Sufficient funds in Account No.
- Carryforward in (Building) 001-0430-50111 – 50114 – 50115 – 50116 – 50117 and (P&Z) 001-0410
- 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:**

## Converting PT CEI (Code Enforcement Inspector) to FT - 2021

current PT CEI
rate+emp costs
\$49,213

2 PT CEIs
rate+emp costs
\$98,426

1.5 PT CEIs
rate+emp costs
\$73,820

<b>1 FT CEI (Step/Grade 8A: \$21.59/hour)</b>
rate+bens+emp costs
\$74,852

\*NEED FOR ONE FULL-TIME CEI IN THE COMMUNITY DEVELOPMENT DEPARTMENT BUT INSUFFICIENT NEED IN THE FIELD OR CITY HALL OFFICE SPACE FOR ADD'L STAFF

\*\*SUFFICIENT FUNDS IN BUILDING AND PLANNING BUDGETS TO ACCOMMODATE FOR 2021 SUFFICIENT NEED FOR FT POSITION TO SERVE THE CITY & CRITICAL TO SUSTAIN CITY MARKET VALUE AND MARKET PERCEPTION FOR 2022 AND BEYOND BUDGETING

<b>**Funding FT position - P&amp;Z/Bldg Carryforward (estimated)</b>		
Carryforward as of April 2021	Yearly cost	
\$ 250,233	\$ 74,852	(less 49213 current budget for PT position)
	\$ 25,639	
Using this carryforward for 2021 and into 2022-2028, permits pay down of carryforward without new general fund allocations. This permits time to adequately plan for continued general fund budgeting starting in approx. 2028 and beyond.		

year 2021	2022	2023	2024	2025	2026	2027	2028
\$ 25,639	\$ 30,767	\$ 31,382	\$ 32,010	\$ 32,650	\$ 33,303	\$ 33,969	\$ 34,648
\$ 224,594	\$ 193,827	\$ 162,445	\$ 130,435	\$ 97,785	\$ 64,482	\$ 30,513	\$ (4,135)

Note: Will need to start fully budgeting for FT CEI in 2028, which is only a partial increase in funding as we currently budget ~\$49,000/yr for the PT CEI position



With the current Code Enforcement Inspector giving notice of his pending retirement as of May 1, 2021, Community Development Director Jonathan Mendel presented a request to the Civil Service Commission at the April 7, 2021 monthly meeting to modify this classification's job description. Mr. Mendel came to request approval from the Commission to add a full-time job description code enforcement inspector to the Salaries & Benefits Code.

Since the duties and responsibilities of a full-time code enforcement inspector will be the same as a part-time code enforcement inspector, the heading of the job description was modified to cover part-time/unclassified or full-time/classified employees in this classification as other job descriptions that cover part-time/full-time employees (communication operators, clerks, laborers, etc.) with the understanding that City Council would need to approve any change to the department's allocation of employees.

The Civil Service Commission voted to approve the proposed addition of full-time/classified to the Code Enforcement Inspector job description as presented and ask Council to consider the adoption of it into the Salaries and Benefit Code under 31.07.

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 114	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, 93A -- \$27.71/hr.	Classified
1	Code Enforcement Inspector	Sec. 31.02(B)(11)	Unclassified, Part-time
1	Clerk (part-time)		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, 42-21

PROPOSED

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Code Enforcement Inspector

**REPORTS TO:** Community Development Director

**DEPARTMENT/DIVISION:** Community Development / Planning

**CIVIL SERVICES STATUS:** Unclassified / **Classified**

**JOB STATUS:** Part-time /**Full-Time**

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The individual in this classification, under the broad supervision of the Community Development Director, performs administrative and professional work relating to enforcing planning, zoning, and other community development plans and adopted codes.

**ESSENTIAL JOB FUNCTIONS:**

Enforces zoning code regulations by conducting on-site inspections and issuing violations.

Works with the general public on a daily basis in a tactful, professional manner.

Assists with ongoing programs related to the downtown Historic District, including sign and ongoing code enforcement.

Responds to customer needs for information related to zoning regulations within the City of Medina.

Coordinate enforcement activities with the city's Law Department and represent the city in court hearings regarding zoning and/or property maintenance violations.

Maintains regular and consistent attendance.

Attends interoffice staff meetings.

Assist in covering the duties of the Building/Property Maintenance Inspector position as needed due to staff absence and/or departmental priorities.

Able to perform the physical demands that include but are not limited to having the strength and agility sufficient to climb into and operate a motor vehicle, to climb into or onto various locations at building sites and to climb and descend stairs. Along with ability to stand and walk during the work day, along with occasional bending, stooping, lifting, kneeling and reaching.

Other duties as assigned.

**EDUCATION, TRAINING AND EXPERIENCE:**

**PROPOSED**

High school diploma or GED and experience enforcing zoning and property maintenance codes. Associate's or Bachelor's degree preferred; or

Any equivalent combination of acceptable education and experience that provides the required knowledge, skills and abilities

**License:**

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

**QUALIFICATIONS:**

**Knowledge of:**

- Theories, principles and practices of city planning, zoning, property maintenance and community development; and
- Ohio planning and zoning laws, as well as federal, state and local laws, regulations, ordinances and standards applicable to planning and community development.

**Skilled in:**

- Word processing and spreadsheet software applications including, but not limited to, Microsoft Word, Excel and other Microsoft Office products; and
- Reading and writing reports, correspondence and instructions.

**Ability to:**

- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public;
- Establish and maintain good working relationships with City employees, other governmental agencies and the general public.

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend part of each working day in the office at a desk or computer station and at job sites and facilities. The position includes a high incidence of interaction with citizens, government officials, and other City employees, occasionally under stressful conditions.

**WORKING CONDITIONS:**

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

PROPOSED

**EQUIPMENT USED:**

Standard office equipment including telephone, copier, fax machine, computer terminal, etc

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

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

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

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-086/4/26

**FROM:** Medina Municipal Court  
**DATE:** April 21, 2021  
**SUBJECT:** Armstrong Internet Access Line

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests Council approve the agreement between the Court and Armstrong Business Solutions. This agreement will allow Armstrong to install fiber dedicated internet access 40 line.

The service agreement is subject to Law Director's final approval.

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No. 001-0705-52212
- 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:**

## COMMERCIAL SERVICE AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ between Armstrong Utilities, Inc, ("Armstrong") located at One .Armstrong Place, Butler, Pennsylvania 16001 and the party identified on Exhibit A, attached hereto (the "Subscriber")

### PREAMBLE

Armstrong is in the business of providing fiber network and related services to customers. Subscriber operates one or more facilities identified on Exhibit A as either a Customer Service Address or a Remote Location (each such facility and/or all of the facilities being the "Premises"). Subscriber has agreed to grant Armstrong the right to install, own, operate and maintain a fiber network in the Premises. Therefore, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

**1. Services Provided to Subscriber.** Subject to Subscriber's continuing compliance with this Agreement and Armstrong's Terms and Conditions of Service found at [www.armstrongonewire.com/policies](http://www.armstrongonewire.com/policies), Armstrong will operate and maintain a system (the "System") in the Premises and provide those services identified on Exhibit A (the "Services"). Any maintenance or service of the System will be performed by Armstrong. Any damage to the System caused directly or indirectly by Subscriber, will be repaired by Armstrong at Subscriber's sole cost and expense.

**2. Fees; Payment.** Subscriber will pay for the Services during the Term as set forth on Exhibit A (the "Fee"). Subscriber will pay to Armstrong a one-time installation fee as set forth on Exhibit A, which will be included on the invoice with the first Fee. After the Initial Term, the Fee may be adjusted by Armstrong, in its sole discretion, at any time by providing Subscriber at least sixty (60) days prior written notice of such adjustment. If Subscriber receives such notice of adjustment, Subscriber will have the right to terminate this Agreement by providing Armstrong written notice within thirty (30) days following receipt of such notice of adjustment. Armstrong will provide Subscriber with a monthly invoice for the Fee, which will be due and payable by Subscriber on the date indicated on such invoice. The Fee does not include federal, state or local taxes, regulatory charges, franchise fees or similar assessments, which will be the responsibility of Subscriber. Where special construction is required, actual costs may vary. If any added charges are required, Subscriber has the right to terminate this Agreement prior to installation with no further liability.

**3. Term and Termination.**

(a) Unless earlier terminated in accordance with the terms of this Agreement or Armstrong's Terms and Conditions of Service, the term of this Agreement will be as set forth on Exhibit A beginning on the date Services are activated (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive one (1) year terms at the then applicable one (1) year rate unless and until either of the parties provides written notice of its intent not to renew at least thirty (30) days in advance of the annual renewal date. The Initial Term and any renewal term are herein collectively referred to as the "Term".

(b) During the Term, Armstrong may terminate this Agreement at any time with thirty (30) days written notice to the Subscriber if: (i) Subscriber fails to pay any Fee due in a timely manner, (ii) Armstrong loses its franchise in the area where the Premises is located or in the event that Armstrong no longer offers the Services within the area where the Premises is located; (iii) Subscriber ceases to do business at the Premises, in which case then Subscriber agrees to pay Armstrong (a) all amounts then due and (b) the balance of the amount due to Armstrong for the remainder of the then-current Term of the Agreement; or (iv) any change occurs in any applicable law that affects Armstrong's ability to perform its obligations under this Agreement.

**4. Title to Equipment and Facilities.** Title to all equipment and other facilities provided by Armstrong used in connection with the Services (the "Armstrong Equipment") will remain vested in, and is the property of, Armstrong. Armstrong Equipment will not be deemed to be a fixture or an addition to the Premises or any other Subscriber property. Title to all equipment and facilities provided by Subscriber in connection with the Services (the "Subscriber Equipment") will remain vested in, and is the property of, Subscriber. Armstrong is not responsible for the provision, installation, repair or maintenance of the Subscriber Equipment. Subscriber will provide Armstrong with access to the Subscriber Equipment if reasonably necessary for the provision of the Services.

**5. Access and Removal.** Subscriber agrees to provide to Armstrong, without charge, the rights of ingress, egress and regress and adequate space and right of access to the Premises and any surrounding property for construction, installation, operation, maintenance, inspection, replacement, repair, removal, marketing, sales and disconnection of all or any portion of the System and to perform such other actions as are necessary or desirable by Armstrong to exercise its rights and perform its obligations under this Agreement. Armstrong will have free access to the Premises and all buildings and improvements located on the property on which the

Premises is located for all business purposes. Upon termination of this Agreement, Subscriber will return the Armstrong Equipment to Armstrong in the same condition as when installed, normal wear and tear excepted. In addition, in the event of expiration or termination of this Agreement, Armstrong will have the option to remove all or any portion of the Armstrong Equipment at the Premises during normal business hours.

6. **Permits, Easements.** Subscriber hereby grants to Armstrong for the Term a non-exclusive easement upon, under, over, through and across the property where the Premises is located and all other buildings and improvements thereon, without charge, to conduct all work reasonably related to the installation, operation, maintenance, disconnection and removal of all or any portion of the System. This easement shall be binding upon all parties hereto, and their heirs, successors and assigns. If future improvements to the Premises or the property on which the Premises is located require placement of buildings, structures, roads, etc., on the easement granted by Subscriber to Armstrong under this Agreement, Armstrong will, at Subscriber's sole cost and expense, relocate those portions of the System to such new areas or locations as Armstrong reasonably deems appropriate, and Subscriber will be deemed to have granted an easement to Armstrong under this Agreement to such new areas or locations where Armstrong relocates all or any portion of the System.

7. **Warranty of Authority.** Subscriber represents and warrants that it is the lawful owner of the Premises and has the authority to enter into this Agreement and convey the rights to Armstrong granted hereunder.

8. **Miscellaneous.** This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (c) along with Armstrong's Terms and Conditions of Services, which are hereby incorporated, contains the entire agreement of the parties and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws rules; and (e) is freely assignable by Armstrong; Subscriber may assign this Agreement only with Armstrong's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Armstrong Utilities, Inc.

Medina Municipal Court

By: \_\_\_\_\_  
Name: Steven J. Begg  
Title: VP/GM Business Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Addendum  
To  
Commercial Services Agreement

This Addendum ("Addendum") modifies the terms and conditions of the Commercial Service Agreement (the "Agreement") dated \_\_\_\_\_ ("Effective Date"), by and between Medina Municipal Court ("Subscriber") and Armstrong Utilities, Inc. ("Armstrong"). Except as otherwise noted, capitalized terms have the same meaning ascribed to them in the Agreement.

Notwithstanding anything to the contrary set forth in the Agreement or any component part thereof or otherwise, the parties agree to the following provisions:

1. Termination. After the Initial Term, either party may terminate this Agreement at any time and for any reason upon sixty (60) days prior written notice to the other party.
2. Indemnification. Armstrong will indemnify Subscriber against any claims, damages, losses, and expenses (including reasonable attorneys' fees) (collectively "Claims") to the extent arising out of the negligent acts or omissions of Armstrong, its employees, agents, representatives or subcontractors.
3. Limitation of Liability. Nothing in the Agreement, any component part thereof or otherwise is intended to relieve Armstrong from liability for any Claims covered by the Indemnification provision above.
4. Survival. Sections 2 and 3 of this Addendum shall survive expiration or termination of the Agreement.
5. Arbitration. Any controversy or claim arising out of, or related to, this Agreement will be resolved by binding arbitration in Medina County, Ohio.
6. Venue and Jurisdiction. Any other action or proceeding against the parties relating in any way to this Agreement may be brought and enforced in the courts of Medina County, Ohio.

All other terms and conditions of the Agreement shall remain unchanged and are hereby reaffirmed. The parties have executed this Addendum as of the Effective Date.

Medina Municipal Court

Armstrong Utilities, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Steven J. Begg

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

Title: VP/GM Business Services

# ARMSTRONG<sup>®</sup>

## BUSINESS SOLUTIONS

### EXHIBIT A – Dedicated Internet Access

<b>Customer Name:</b>	Medina Municipal Court				
<b>Billing Address:</b>	135 N. Elmwood, Medina, OH 44256				
<b>Service Address:</b>	135 N. Elmwood, Medina, OH 44256				
<b>Legal Contact:</b>	Cindy Lastuka	<b>Phone:</b>	(330)723-3287	<b>Email:</b>	clastuka@medinamunicipalcourt.org
<b>Local Contact:</b>	Jonathan Mazanets	<b>Phone:</b>	(330)682-0157	<b>Email:</b>	jmazanetz@medinamunicipalcourt.org
<b>Monthly Fee:</b>	\$185	<b>Installation:</b>	\$500	<b>Aid to Construction Fee:</b>	\$0
<b>Term of Contract:</b>	60 months				
<b>Special Instructions:</b>					

<b>Product:</b>	0200200 – Dedicated Internet Access	<b>Burst:</b>	0200650 - NonBurst
<b>Priority:</b>	0200800 – N/A (DIA)	<b>SLA:</b>	0201000 - Regular
<b>Fiber- DIA (Dedicated Internet Access) CODE 0150600</b>	/30 - 1 Static - \$0.00 Monthly		

<b>DIA Location:</b>	Medina Municipal Court 135 N Elmwood, Medina, Oh 44256
<b>Speed:</b>	0300040 - 40MBPS
<b>Access Type:</b>	0200550 - Dedicated

<b>ACCOUNT SECURITY PIN</b>	
<p>Armstrong is serious about protecting your privacy and identity. We require your username, password, and 4-Digit PIN when you access your account online at Armstrong's website (Armstrongonewire.com) for telephone settings, voicemail, or call records. We also need the PIN when you call Armstrong and wish to receive detailed account information. You may share your PIN with another person. Sharing your PIN allows them to access to your account if they call into our customer care center or visit a local office. For your protection, no one will be able to access your account information without this 4-Digit PIN. Armstrong remains committed to protecting your account information.</p>	
Please provide a Four Digit Security Number: <u>9 6 1 7</u>	
<b>Customer Initial:</b>	<b>Date:</b>

Armstrong Internal Use Only			
<b>Account Executive:</b>	Lori Naples	<b>Number:</b>	46
<b>System:</b>	Boardman	<b>Hubsite:</b>	
<b>Company:</b>	AUI		

**REQUEST FOR COUNCIL ACTION**

NO. RCA 21-087-4/26

FROM: Patrick Patton

*OK  
Postponed  
4/20/2021*

DATE: April 7, 2021

COMMITTEE REFERRAL: Finance

SUBJECT: ODOT Traffic Signal Maintenance Agreements

At the Finance Committee meeting held on April 12, 2021, the Committee approved a Traffic Signal Maintenance Agreement between the City and the Ohio Department of Transportation (ODOT) in which ODOT would pay the City of Medina to maintain their state owned traffic signal located at US 42 and Grande/Stonegate. The following day, April 13, 2021, the City was notified by ODOT that the agreement needed to be revised in order to allow ODOT to pay the City's invoice for 2020.

In addition, though the City will no longer provide maintenance for ODOT's signal at SR 18 and Foote Road, in order to pay the City's invoice for 2020, ODOT requires a revised signal maintenance agreement for that location as well. The term for the SR 18/Foote Road agreement will end on 06/30/2021.

Both agreements are attached. Thank you for your consideration.

ESTIMATED COST:

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Patrick Patton

---

**From:** Jared.Feller@dot.ohio.gov  
**Sent:** Tuesday, April 13, 2021 2:53 PM  
**To:** Patrick Patton  
**Subject:** RE: US 42/Grande/Stonegate Signal Agreement  
**Attachments:** Medina Traffic Signal Invoice.pdf; US 42 & Stonegate 210413.pdf; SR 18 & Foote 210413\_2019 to 2021.pdf

Pat,

I was recently informed by our Finance Department that in order to pay the attached invoice, we will need agreements for the time period included on the invoice. Attached is an updated agreement for US 42 & Grande/Stonegate to replace the one I sent a couple weeks ago, along with a new agreement for SR 18 & Foote for the time period from 7/1/2019 – 6/30/2021. Please let me know if you have any questions.

Respectfully,  
**Jared D. Feller, P.E.**  
ODOT District 3  
419.207.7058

**From:** Feller, Jared  
**Sent:** Thursday, April 1, 2021 12:10 PM  
**To:** ppatton@medinaoh.org  
**Cc:** Dillon, Pamela <Pamela.Dillon@dot.ohio.gov>; Cichello, Julie <Julie.Cichello@dot.ohio.gov>  
**Subject:** US 42/Grande/Stonegate Signal Agreement

Pat,

I have attached an updated agreement for the US 42 & Grande/Stonegate signal to be signed since the previous agreement is no longer active. We are not sending a new agreement for the SR 18 & Foote signal since the contractor for the MED-18 (PID 92953) project will take possession once construction starts and ODOT will maintain the signal once the project is complete. Once the new agreement is signed and dated, please send a copy to be signed by ODOT. Once signed by ODOT, a copy will be provided for your records. Please let us know if you have any questions.

Respectfully,  
**Jared D. Feller, P.E.**  
*Transportation Engineer*  
ODOT District 3  
906 Clark Avenue, Ashland, Ohio 44805  
419.207.7058  
[transportation.ohio.gov](http://transportation.ohio.gov)



# CITY OF MEDINA

City of Medina  
132 N. Elmwood Ave.  
Medina, Ohio 44256  
Phone: 330-725-8861 Fax: 330-722-9058

DATE: March 14, 2021

**Bill To:**  
State of Ohio  
District 3  
906 North Clark Ave  
Ashland, OH 44805

Account No.: n/a

DESCRIPTION	AMOUNT
(b) 07/2019-06/2020 Maintenance Fee, U.S. 42 and Grande/Stonegate Traffic Signal	\$ 1,300.00
(b) 07/2019-06/2020 Maintenance Fee, State Route 18 and Foote Rd Traffic Signal	1,300.00
Notes: (a) per agreement passed by Medina City Council, Ordinance No. 131-18 and 132-18, 09/10/18	
<b>GRAND TOTAL</b>	<b>\$ 2,600.00</b>

Please Make Check Payable to: City of Medina

**And Remit to:**  
City of Medina Finance Department  
132 N. Elmwood Ave.  
Medina, OH 44256

If you have any questions please call (330) 725-8861 ext. 1024 or e-mail at [finance@medinaoh.org](mailto:finance@medinaoh.org).

RECEIVED  
DEPT OF TRANSPORTATION

MAR 24 2021

DISTRICT 3  
CONSTRUCTION

ODOT Agreement No. \_\_\_\_\_

## AGREEMENT

State Owned Signal Maintained by Local

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Ohio Department of Transportation whose address is 906 North Clark Ave, Ashland, OH 44805 (hereinafter referred to as ODOT), and the City of Medina whose address is 132 North Elmwood Avenue, Medina, OH 44256 (hereinafter referred to as the City);

In consideration of the mutual covenants hereinafter contained and for the purpose of maintaining a traffic signal on US Route 42 and Grande Blvd/Stonegate Dr., in Medina County, Ohio, in and of the City of Medina; and

WHEREAS, the City and ODOT have identified the need for a coordinated traffic signal system on US 42, with the City; and

WHEREAS, ODOT and the City desire that the timing of the Signal be controlled by the City as part of a complete closed loop computerized signal system for the surrounding area; and

WHEREAS, each of the aforesaid agencies have an interest in the efficient operation of the traffic signal at the subject intersection and in the surrounding area.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. MAINTENANCE

The City shall provide all maintenance for the traffic signal. This includes but is not limited to: call outs for signal malfunctions and burned out lamps; repair and replacement of malfunctioning signal components or those damaged either by accident or deterioration; maintenance of pre-emption systems; and replacement or repair of damaged loop detectors or lead-in cables, including the loop detectors installed as a part of the closed loop signal system, located on US 42 (Pearl Road) in the City of Medina.

As a part of the maintenance ODOT requires that an annual inspection form, that will be provided by ODOT be completed by the City on every signal that is a part of this agreement. The completed form shall be returned to ODOT at the address listed above in a timely manner, on or before the next 13-month period starting at the time of the signing of this agreement. Also, as a part of this section, the City shall test the conflict monitor for proper operation at 12 month intervals and relamp the LED signal heads within every 7 years. The date of the relamping and conflict monitor testing shall be reported to the District Office in a timely manner. A timely manner is defined as five (5) business days from the date of the required maintenance.

The City shall also be responsible for any traffic studies and for any changes to the existing equipment by additions or alterations necessitated by changing traffic conditions (e.g. changing lane usage, adding lanes, signal heads, or turn phases)

II. ELECTRICAL ENERGY CHARGES

The ODOT shall remain responsible for the cost of all electrical energy charges for the operation of the signal.

III. MAINTENANCE FEE

Upon receipt of a proper invoice from the City, ODOT shall pay an annual maintenance fee of One Thousand Three Hundred Dollars (\$1,300.00) per signal installation for each fiscal year. The City shall issue an invoice on or about July 1<sup>st</sup> of each year to the State, District 3, whose address is 906 North Clark Avenue, Ashland, OH 44805. All invoices shall be submitted to ODOT within sixty (60) calendar days after July 1<sup>st</sup>. Said amount shall be in full payment for the maintenance, including an annual electrical energy fee, upon receipt of an invoice which will be issued on or about July 1 of each year by the City, to the above address for District 3. The amount of the fee shall be the actual cost paid by the City for the electrical energy charges used to energize on the subject signal at its respective site pursuant to Part II. The annual fees required of either party by this Agreement may be changed upon the consent of both parties. Invoices for maintenance fees received after September 30<sup>th</sup> will not be reimbursable for that fiscal year.

In the event that a single unusual occurrence causes the City to expend funds in excess of \$5,000.00, the State agrees to reimburse the City for any expenditure in excess of \$5,000.00, provided, however, that the City's expenditures of any amount in excess of \$5,000.00 shall be subject to prior approval of ODOT.

If this Agreement is terminated prior to the last day of any calendar year, the annual maintenance fee will be prorated to the date of termination.

IV. RIGHT-OF-ENTRY

In consideration of the mutual promises and benefits accruing to the parties hereto, the ODOT grants to the City the Right-Of-Entry upon ODOT's right-of-way for the purpose of maintaining the signal described in this Agreement. Said Right-Of-Entry, is made subject to all other easements, dedications, uses or restrictions affecting said right-of-way whether of record or otherwise, except that the City shall not be subject to unrecorded conditions unless notified in writing by the State of the exact nature of such conditions. ODOT reserves all rights in the property which is the subject of this Right-Of-Entry.

V. LIABILITY/INDEMNIFICATION

Notwithstanding anything contained herein or in any attached terms and conditions to the contrary, the City shall not indemnify or hold harmless any party. However, to the extent permitted by Ohio law, and without waiving any right of sovereign immunity, the City will be responsible for direct damages arising from any proven claim arising solely from the City negligent act or omissions. The City shall not assume, or be deemed to assume, any liability for damages. To the extent any provisions of this contract or related documents are inconsistent with this paragraph, this paragraph shall take precedence

In no event shall the City, its contractors, subcontractors, workers, or agents be considered agents or employees of the State of Ohio or ODOT.

VI. REMOVAL

When it is determined by ODOT that said traffic signal is no longer essential to the safety, convenience and welfare of the traveling public, or that the maintenance of traffic in general would be better served by the discontinuance of the traffic signal, then all such equipment, material and devices installed, maintained and operated by ODOT shall be removed or abandoned by ODOT at no expense to the City. All salvageable materials and equipment shall be returned to ODOT's signal inventory and the parties shall be relieved of all obligations under this Agreement.

The determination that the traffic signal is no longer useful or desirable shall be made by ODOT, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study.

VII. NOTICES

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

VIII. GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

IX. SEVERABILITY

If, and to the extent that any court or competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and ODOT and supersedes all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

XI. CONSIDERATION

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

XII. TERM AND TERMINATION

The effective date of this Agreement shall be July 1, 2019 and this Agreement shall remain in full force and effect between the parties until the system is no longer useful or desirable, as determined by ODOT in good faith and based on engineering judgment, at which time ODOT shall provide 30 days written notice to the City of termination of the Agreement. The traffic signal shall then be removed and this Agreement shall terminate.

This Agreement is subject to the determination by the State that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code Section 126.07. If the State determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement will terminate on the date funding expires.

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



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 of any other party delivered in such a manner as if such signature were an original.

All other terms and conditions of the Agreement shall remain in full force and effect for the duration of the Agreement.

The foregoing is accepted as a basis for proceeding with the improvement herein described.

For the City of Medina, Ohio

---

Contractual Officer

Print Name and Title Here:

Date:

For the State of Ohio  
Ohio Department of Transportation

---

Jack Marchbanks, Director (DDD Initial)

Date:

ODOT Agreement No, \_\_\_\_\_

## AGREEMENT

### State Owned Signal Maintained by Local

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In consideration of the mutual covenants hereinafter contained and for the purpose of maintaining a traffic signal on State Route 18 and Foote Road, in Medina County, Ohio, in and of the City of Medina; and

WHEREAS, the City and ODOT have identified the need for a coordinated traffic signal system on SR 18, with the City; and

WHEREAS, ODOT and the City desire that the timing of the Signal be controlled by the City as part of a complete closed loop computerized signal system for the surrounding area; and

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As a part of the maintenance ODOT requires that an annual inspection form, that will be provided by ODOT be completed by the City on every signal that is a part of this agreement. The completed form shall be returned to ODOT at the address listed above in a timely manner, on or before the next 13-month period starting at the time of the signing of this agreement. Also, as a part of this section, the City shall test the conflict monitor for proper operation at 12 month intervals and relamp the LED signal heads within every 7 years. The date of the relamping and conflict monitor testing shall be reported to the District Office in a timely manner. A timely manner is defined as five (5) business days from the date of the required maintenance.

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Notwithstanding anything contained herein or in any attached terms and conditions to the contrary, the City shall not indemnify or hold harmless any party. However, to the extent permitted by Ohio law, and without waiving any right of sovereign immunity, the City will be responsible for direct damages arising from any proven claim arising solely from the City negligent act or omissions. The City shall not assume, or be deemed to assume, any liability for damages. To the extent any provisions of this contract or related documents are inconsistent with this paragraph, this paragraph shall take precedence

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

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The foregoing is accepted as a basis for proceeding with the improvement herein described.

For the City of Medina, Ohio

---

Contractual Officer

Print Name and Title Here:

Date:

For the State of Ohio  
Ohio Department of Transportation

---

Jack Marchbanks, Director (DDD Initial)

Date:

OK Harvey  
4-20-2021  
RCA 21-088-4/26  
Finance Only

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


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

Date: 4/20/2021 Department: Engineering

Amount: \$25,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 145-0630-54411

Vendor: Wintrow Construction Corporation

Department Head/Authorized Signature: 

Item/Description:  
Railroad repair and maintenance, including repairing interchange switch to correct guage,  
rail repair at MP 34.82, and geometry issues between MP 33.40-33.50. Also includes  
costs for emergency repair between State Rd. and Progress Dr. completed April 9, 2021

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

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

\_\_\_\_\_  
Clerk of council Date to Finance: \_\_\_\_\_

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

RCA 21-089-4/26

Finance Only

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

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

Date: 4/20/2021


Department: Grants

Amount: Increase PO \$3,700

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

Account Number: 138-0460-52215 Activity AC-20-04

Vendor: Absolute Construction Services

Department head/Authorized signature: 

Item/Description:

A request to increase PO#2021001040 from \$13,874.00 to \$17,574.00 due to a  
change order in the amount of \$3,700.00.

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

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

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

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

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

Thank you.

# Change Order # 1

**Owners:** Ronald Budney  
**Address:** 156 Oakleigh Drive  
**Contractor:** Jeff Tucker

**Add Items**

Description

Price 3700.00

During tear off of the roof there was substantial substrate rot this required to install new 7/16" OSB over many areas of the roof

42 Sheets used

**Total Additions:**

\$

**Delete Items:**

Description

Price 0.00

**Total Deletions**

\$

**Net Difference**

\$

Original Contract Amount	\$ 13,874.00
Additions to Contract	\$ 3,700.00
Deletions to Contract	\$
New Contract Amount	\$15,744.00

Owner Approval

Date

*Ronald T Budney*

4-14-21

Owner Approval

Date

*Jeff Tucker*

4-14-21

Contractor Approval

Date

*[Signature]*

4-14-21

Agency Approval

Date





*OK as Handled 4-20-2021*  
**REQUEST FOR COUNCIL ACTION**

No. RCA 21-090-4/26

**FROM:** Medina Community Recreation Center *SSW*  
**DATE:** April 12, 2021  
**SUBJECT:** Approval of MCRC Sponsorship Banner

**Committee:** Finance Only

**SUMMARY AND BACKGROUND:**

The Medina Community Recreation Center respectfully requests Council to approve the attached banner per the Sponsorship Contract with Partner Marketing.

The Rec Advisory Committee approved this banner renewal at the regularly scheduled meeting on April 8, 2021.

**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:**

- Tracking Railing Sponsorship
  - 1-year
  - \$874.80 annually
  - Two 3' x 8' banners



- Fieldhouse Scoreboard Sponsorship
  - 1-year
  - \$965.20 annually
  - Two 5' x 8' banners
  - Same artwork as above, formatted to different size.

**REQUEST FOR COUNCIL ACTION**

OK  
By *[Signature]*  
4-20-2021

NO. RCA 21-091-4/26

FROM: Patrick Patton

DATE: April 20, 2021

COMMITTEE REFERRAL: Finance

SUBJECT: Easements for N. Broadway Bridge Replacement

In order to complete project #1039 N. Broadway Bridge Replacement, the City must acquire a total of three (3) easements from property owners. We have received one (1) of those easements; see below for a summary:

	Property	Acquisition	Value
1	400-424 North Broadway PPN 028-19B-14-061 & 028-19B-14-062 MCL #s 508 & 517	One (1) storm sewer and drainage easement	\$11,741.60
TOTAL			\$11,741.60

This requests asks Council to accept the easements submitted herein. Thank you for your cooperation.

ESTIMATED COST: \$11,741.60

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**Sanitary Sewer, Storm Sewer and Drainage Easement**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ELEVEN THOUSAND SEVEN HUNDRED FORTY-ONE and 60/100) Dollars (\$11,741.60) and other good and valuable consideration recited herein given to ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF MEDINA OHIO, INC. hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sanitary sewer, storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES AND A SANITARY SEWER under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as parts of Medina City Lot Nos. (MCL) 508 and 517 and part of lands conveyed to St. Matthew Evangelical Lutheran Church of Medina, Ohio by deed dated January 27, 2004 as recorded in Document No. 2004OR003918 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Southwest corner of said MCL 517, also being the intersection of the Northern Right-of-Way of Pearl Street with the Eastern Right-of-Way of North Broadway;

Thence along the Western line of said MCL 517 and the Eastern Right-of-Way of North Broadway, bearing North 00°20'59" West, a distance of 162.92 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the easement area herein described;

Thence continuing along the Eastern Right-of-Way of North Broadway, bearing North 00°20'59" West, a distance of 71.61 feet to a point thereon, also being the Western line of aforesaid MCL 508;

Thence, bearing South 57°55'07" East, a distance of 50.00 feet to a point;

Thence, bearing South 26°00'43" West, a distance of 50.00 feet to a point;

Thence perpendicular to the Western line of aforesaid MCL 517 and the Eastern Right-of-Way of North Broadway, bearing South 89°39'01" West, a distance of 20.00 feet to a point on the Western line of said MCL 517 and the Eastern Right-of-Way of North Broadway and the **TRUE PLACE OF BEGINNING** containing 0.0450 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in December 2020.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE, STORM SEWER AND APPURTENANCES AND SANITARY SEWER.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 400 and 424 North Broadway; Permanent Parcel No. 028-19B-14-061 and 028-19B-14-062, part of Medina City Lots 508 and 517 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed sanitary sewer, culvert, headwall and rock rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed headwall, appurtenances and rock channel protection; to remove a portion of the existing asphalt driveway and to replace it in kind with asphalt; to install a new sanitary sewer and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 400 and 424 North Broadway; Permanent Parcel No. 028-19B-14-061 and 028-19B-14-062, part of Medina City Lots 508 and 517 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 20<sup>th</sup> day of APRIL, 2021.

Grantor: St. Matthew Evangelical Lutheran Church of Medina Ohio

Signature: Rex R. Rickly

Print Name: REX R. RICKLY

Title: PRESIDENT, EXECUTIVE COUNCIL

Company: St. Matthew Evangelical Lutheran Church of Medina Ohio Inc.

State of Ohio )  
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Rex Rickly, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 20 day of April, 2021.

Notary Signature: [Signature]

Print Name: TROY GERSPACHER

My Commission Expires: 4-27-24

Notary Seal:



TROY GERSPACHER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
April 27, 2024

This instrument was prepared by:  
Gregory Huber, Law Director  
City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44256



## Cunningham & Associates, Inc.

Civil Engineering & Surveying  
203 W. Liberty St., Medina, Oh 44256  
Phone: (330) 725-5980 \* Fax (330) 725-8019

Legal Description for a 0.0450 Acre Easement Area  
Project No. 20-116  
December 7, 2020

Situated in the City of Medina, County of Medina, State of Ohio and being known as parts of Medina City Lot Nos. (MCL) 508 and 517 and part of lands conveyed to St. Matthew Evangelical Lutheran Church of Medina, Ohio by deed dated January 27, 2004 as recorded in Document No. 2004OR003918 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Southwest corner of said MCL 517, also being the intersection of the Northern Right-of-Way of Pearl Street with the Eastern Right-of-Way of North Broadway;

Thence along the Western line of said MCL 517 and the Eastern Right-of-Way of North Broadway, bearing North  $00^{\circ}20'59''$  West, a distance of 162.92 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the easement area herein described;

Thence continuing along the Eastern Right-of-Way of North Broadway, bearing North  $00^{\circ}20'59''$  West, a distance of 71.61 feet to a point thereon, also being the Western line of aforesaid MCL 508;

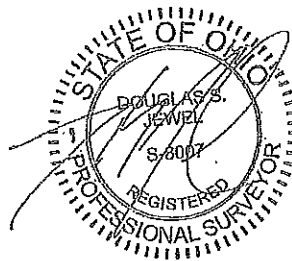
Thence, bearing South  $57^{\circ}55'07''$  East, a distance of 50.00 feet to a point;

Thence, bearing South  $26^{\circ}00'43''$  West, a distance of 50.00 feet to a point;

Thence perpendicular to the Western line of aforesaid MCL 517 and the Eastern Right-of-Way of North Broadway, bearing South  $89^{\circ}39'01''$  West, a distance of 20.00 feet to a point on the Western line of said MCL 517 and the Eastern Right-of-Way of North Broadway and the **TRUE PLACE OF BEGINNING** containing 0.0450 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in December 2020.



PEARL ST.

N. BROADWAY 99' R/W

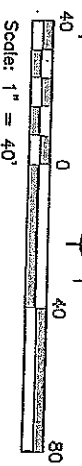
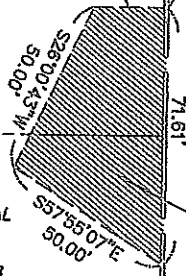
ST MATTHEW EVANGELICAL  
LUTHERAN CHURCH OF  
MEDINA OHIO INC  
DOC. NO. 2004OR003918  
2004/01/27  
PART OF MCL 517

ST MATTHEW EVANGELICAL  
LUTHERAN CHURCH OF  
MEDINA OHIO INC  
DOC. NO. 2004OR003918  
2004/01/27  
MCL 50B

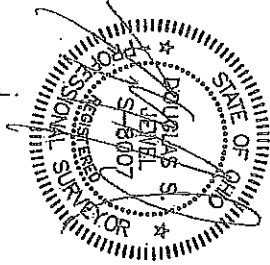
ST MATTHEW EVANGELICAL  
LUTHERAN CHURCH OF  
MEDINA OHIO INC  
DOC. NO. 2006OR005694  
2006/02/24  
MCL 507

PROPOSED  
EASEMENT AREA  
0.0450 AC.

SITUATED IN THE CITY  
OF MEDINA, COUNTY  
OF MEDINA, STATE OF  
OHIO AND BEING  
KNOWN AS PART OF  
ORIGINAL MEDINA  
CITY LOT 508 & 517



Scale: 1" = 40'  
BEARINGS ARE TO AN ASSUMED MERIDIAN  
AND ARE USED TO DENOTE ANGLES ONLY.



1  
1

ACAD PLS/SLA  
M.L. 12/16/2007  
20/116

LOCATED IN:  
CITY OF MEDINA  
COUNTY OF MEDINA  
STATE OF OHIO

**EXHIBIT B**  
CUNNINGHAM & ASSOCIATES, INC.  
CIVIL ENGINEERING and SURVEYING  
203 W. LIBERTY ST. MEDINA, OHIO 44256 330-723-3980



**REQUEST FOR COUNCIL ACTION**

No. RCA 21-092-4/26

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

*OK  
Amended  
4-20-2021*  
*E.R.K.*

Mayor's Initials:

Guidelines: See information on back of form

Committee Health, Safety +  
Sanitation  
Committee

Date: April 20, 2021

*Section 31.05*

**Subject:** Amending Salary and Benefits Code for authorization to add three additional officers to the 29 currently authorized for a total of 32.

**Summary and Background**

The Medina Police Department has provided two full-time School Resource Officers (SRO) to the Medina City Schools for over 20 years. In 2019, the Medina County Drug Advisory Committee (MCDAC) began funding School Resource Officers from the levy revenue. The MCDAC levy was recently renewed in November of 2020 for a period of five years. Medina PD received \$33,569.00 in 2019 and \$94,199 in 2020 for a total of \$127,768 which was not appropriated into the PD budget. Our 2021 grant submission is requesting \$276,878 for the funding of the two School Resource Officers and one additional School Resource Officer who will also teach DARE in the elementary schools. I am respectfully requesting an amendment of section 31.05 of the Salary and Benefits Code to increase our authorized strength by one additional officer to fill the vacancy created by adding the third School Resource Officer. This position will be fully funded with the expected revenue from the MCDAC grant award. In the event the grant is not awarded, the position will not be filled. If the position is filled, and the grant is not awarded or not funded, the position will be eliminated through attrition. Carry-forward funds are sufficient to supplement the salary until the position is eliminated.

In September of 2018, the Medina Police Department entered a policing contract with Lafayette Township. As agreed in the contract, the Township will pass-through revenue from their police services levy in exchange for police services from the Medina Police Department. In 2018, we received \$101,449. In 2019, we received \$263,241 and in 2020 we received \$391,035 for a total of \$755,725. Only \$229,748 of these funds have been appropriated into the police budget. During initial discussions with Council in 2018, I indicated we would use the police levy funding to hire two officers and use the balance to pay for cars and equipment. Since the execution of the contract, we have been providing the policing service with our existing staff. I am respectfully requesting an amendment of section 31.05 of the Salary and Benefits Code to increase the authorized strength by two additional officers. These positions will be paid in their entirety by the Lafayette police services levy. The addition of these two officers will allow flexibility in coverage for the Township and the City.

**Summary** – Increase the total authorized patrol officers from 29 to 32 in the Salary and Benefits Code.

- 1 Officer for the SRO/DARE program.
- 2 Officers for the Lafayette policing contract.

Total      3 Officers

**Cost Analysis Sheet**

	2022	2023	2024	2025	2026
New Officer A	\$103,206.00	\$112,498.00	\$122,017.00	\$132,395.00	\$144,117.00
New Officer B	\$103,206.00	\$112,498.00	\$122,017.00	\$132,395.00	\$144,117.00
New Officer C	\$103,206.00	\$112,498.00	\$122,017.00	\$132,395.00	\$144,117.00
<b>Total</b>	<b>\$309,618.00</b>	<b>\$337,494.00</b>	<b>\$366,051.00</b>	<b>\$397,185.00</b>	<b>\$432,351.00</b>
MCDAC Revenue Estimate	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
Lafayette Revenue Estimate	\$359,604.00	\$363,196.00	\$366,824.00	\$370,488.00	\$374,189.00
<b>Total</b>	<b>\$479,604.00</b>	<b>\$483,196.00</b>	<b>\$486,824.00</b>	<b>\$490,488.00</b>	<b>\$494,189.00</b>
<b>Balance</b>	<b>\$169,986.00</b>	<b>\$145,702.00</b>	<b>\$120,773.00</b>	<b>\$93,303.00</b>	<b>\$61,838.00</b>

**Estimated Cost:** See cost sheet

**Suggested Funding:** Lafayette Police Contract & MCDAC Grant

**Sufficient Funds in Account No:** 106

**Transfer Needed From:** To:

**New Appropriation Needed:** Yes

**Account No:** 106

**Emergency Clause Requested:**

**No Yes If yes, reason:**

**Council Use Only:**

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**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**  
**Date:**

## POLICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Police Chief	43 A-F	Classified/appointed by Mayor, confirmed by Council
2	Police Lieutenant	20 A-F	Classified
7	Sergeant	per contract	Classified
29	Patrol Officer	per contract	Classified
1	Patrol Officer (part-time)****	per contract	Part-time
10	Communications Operator	per contract	Classified
2	Communication Operator (part-time)*****	Step A of contract	Part-time
1	Administrative Assistant	8 A-F	Classified
1	Administrative Assistant (part-time)	Sec. 31.02(B)(7)	Part-time
1	Parking Meter Attendant (part-time)**	Sec. 31.02(B)(7)	Part-time
4	Records Clerk (part-time)	Sec. 31.02(B)(7)	Part-time
2	Stationary Load Limit Inspector*	Sec. 31.02(B)(7)	Part-time

\*Two (2) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined.

\*\*Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35) hours.

\*\*\*Patrol Officer (part-time) not to exceed thirty (30) hours per week.

\*\*\*\*The part-time Communication Operator position shall be a position filled for as long as there are open full-time dispatcher positions available. The part-time Communication Operator position may be filled until such time as full-time Communication's Operators are hired, trained and certified to work without probationary oversight.

(Ord. 159-02, 51-03, 163-03, 32-04, 164-04, 238-04, 238-05, 46-06, 162-06, 185-06, 245-06, 5-07, 138-07, 147-07, 161-08, 43-09, 100-09, 111-09, 168-09, 9-10, 86-10, 98-10, 55-11, 56-11, 57-11, 29-12, 207-12, 210-12, 46-13, 64-13, 137-14, 178-16, Ord. 21-18)

## RECREATION CENTER

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Recreation Center Director	Pay Grade 112 (annual salary paid bi-weekly)	Unclassified/appointed by Mayor, confirmed by Council
1	Recreation Center Aquatics Manager	11 A-F	Classified
1	Recreation Center Program Manager	11 A-F	Classified

Sec. 31-05  
6/23/20