REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee 21-211-11/8 – Amend Res. No. 46-21 – Grant Application Targets of Opportunity (CDBG-CV) 21-212-11/8 – Discussion – Electric Aggregation Program (Community Energy Advisors) 21-213-11/8 - Second Amendment to EMS Agreement w/ Medina Hospital 21-214-11/8 - 2022 Membership Renewal to Main Street Medina 21-215-11/8 – Amend S&B Code 31.05 – Sanitation Dept., Motor Equipment Operators 21-216-11/8 – Purchase Fitness Equipment – MCRC – American Rescue Plan Funds (ARP) 21-217-11/8 - Purchase ADA Swim Lifts - MCRC - ARP Funds 21-218-11/8 - Purchase NuStep Trainers - MCRC - ARP Funds 21-219-11/8 - Field Expansion Project - Miracle League - Parks Dept. 21-220-11/8 – Expenditure – Mason Custom Builders – Service Dept. – ARP Funds 21-221-11/8 - Amend Code 943.09 - Special Lot Endowment Fund 21-222-11/8 - 2022 Health Insurance Renewal - Medical Mutual 21-223-11/8 - Repay Fund Advances 21-224-11/8 - Rollover Outstanding Fund Advances 21-225-11/8 - Fund Advance Request

| | | | | | | . / |
|--|------------------------|------------------------------|------------------------------|------------|--|---|
| Batch Number (Finance use only) Batch Posted? | |] | | | RCA Number (Council use only) | A21-210-11/ |
| Datem's Oscer. | | REQUEST FOR A | APPROPRIATION ADJU | JSTMENT | | |
| TYPE OF ADJUSTMENT (CHECK ONE) | | ADMINISTRATIVE | | | NO. | 2021-038 (Finance use only) |
| (| | FINANCE COMMITTEE COUNCIL | | X X | | |
| FROM ACCOUNT NUMBER | ACCOUNT DESCRIPTION | TO ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT | TRANSFER OF EXISTING APPROPRIATION | UNAPPROPRIATED FUNDS |
| | , | 143-0748-52214 | Econ Dev - advertising | 250.00 | | Х |
| | | 143-0748-52214 | Econ Dev - advertising | 1,000.00 | | Х |
| | | 143-0748-52214 | Econ Dev - advertising | 1,000.00 | | Х |
| | : | | | | | |
| | | | | - | | |
| | · | , | | | | |
| | | | Total increases to fund: | 2,250.00 | | |
| | | | Total reductions to fund: | | | |
| | | | Total transfers within fund: | | | |
| - | | | | | | |
| | • | | | | | |
| EXPLANATION: | | | | ., ., ., | | |
| To approriate donations receiv | | , MCDC and Main Street Me | | | | |
| | Kimberiy Marshall | <u> </u> | DATE: | 10/26/2021 | | |
| MAYOR'S APPROVAL: (WHEN NECESSARY) | /Johns | JETH _ | DATE: | | . Mars proved housed about Mars Mars Mars 1972 per | and haved breed house some some some some some some some so |
| COUNCIL/COMMITTEE ACTION: | | | | | | 186-21 |
| APPROVED: DENIED: RETURNED FOR EXPLANATIO RETURNED TO USE EXISTING | | | | | ORD. NO. | ν · · · · · · · · · · · · · · · · · · · |

CLERK OF COUNCIL/DATE

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

| | |
|-------------------|------|
| Batch Number | |
| Finance use only) | |
| Batch Posted? | |
| | |

RCA Number (Council use anly)

RCA 21-210-11/8 Finance

NO. 2021-041 (Finance use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT (CHECK ONE)

ADMINISTRATIVE FINANCE COMMITTEE COUNCIL

______X ______

| FROM ACCOUNT NUMBER | ACCOUNT DESCRIPTION | TO ACCOUNT NUMBER | ACCOUNT DESCRIPTION | AMOUNT | TRANSFER OF EXISTING APPROPRIATION | UNAPPROPRIATED FUNDS | 1 |
|------------------------|--|-------------------|------------------------|--------------|--|-------------------------|--|
| | | | | | | | 1 |
| | Stormwater Street fimd | 108-0610-56615 | | 116,000.00 | | x | Repay advance for S Broadway Projec |
| | Grant Fund - Adv Out | 109-0725-56615 | | 1,000,000.00 | | × | Repay adv for Parking Deck Project |
| | CDBG Grant Fund - Adv Out | 125-0459-56615 | | 150,000.00 | | × | Repay advances for PY19 cdbg |
| | Cem Mausoleaum - Adv Out | 821-0230-56615 | | 27,000.00 | | х | Repay Adv to Cern fund |
| | conc cum Abi Out | 138-0458-56615 | | 261,000.00 | | ж | Rollovers - Repay General fund |
| | CDBG-CHIP - Adv Out | 139-0458-56615 | | 386,700.00 | | × | Rollovers - Repay General fund |
| | HOME-CHIP - Adv Out | 109-0658-56615 | | 14,950.00 | | × | Rollovers - Repay General fund |
| | Grants Fund - Adv Out | | | 95,950.00 | | × | Rollovers - Repay General fund |
| | Grants Fund - Adv Out | 109-0659-56615 | | 70,666.00 | | × | Rollovers - Repay General fund |
| | Grants Fund - Adv Out ODNR Grant Fund - Adv Out | 1109-0726-56615 | | 195,053.00 | | × | Rolloyers - Repay General fund |
| | Federal Airport Grant Fund - Adv Out | 147-0658-56615 | | 269,100.00 | | × | Rollovers - Repay General fund |
| . "" | Federal Airport Grant Fund - Adv Out | 147-0659-56615 | | 150,000.00 | | х | Rollovers - Repay General fund |
| | Issue 2 Project Fund - Adv Out | 380-0686-56615 | | 478,000.00 | | x | Rollovers - Repay General fund |
| | Special Assessments - Adv Out | 428-0201-56615 | | 20,000.00 | | х | Rollovers - Repay General fund |
| | Airport - Adv Out | 547-0650-56615 | | 935,000.00 | | × | Rollovers - Repay General fund |
| | Agency - Adv Out | 637-0920-56615 | | 145,000.00 | | <u> </u> | Rollovers - Repay General fund |
| | Mechanics - Adv Out | 676-0746-56615 | | 50,000,00 | | Х | Rollovers - Repay General lund |
| | Grading Dep - Adv Out | 723-0983-56615 | | 60,000.00 | | x | Rollovers - Repay General fund |
| | Cem Endowment - Adv Out | 819-0220-56615 | | 5,000.08 | | ж | Rollovers - Repay General fund |
| | Cem Improvement - Adv Out | 821-0230-56615 | | 30,600.00 | | ж | Rollovers - Repay General fund |
| | Law Library - Adv Out | 924-0930-56615 | | 30,000.00 | | х | Rollovers - Repay General fund |
| | 8d / Bldg Standards - Adv Out | 939-0430-56615 | <u>.</u> | 20,000.00 | | ж | Rollovers - Repay General fund |
| | - | | | | | | |
| | General Fund - Adv Out | 001-0707-56615 | | 3,216,419.00 | | х | Rollovers - Re-advance from 001 |
| | General Fund - Adv Out | 001-0707-56615 | | 16,000.80 | | × | Advances to cover shortfalls in 8428 |
| | Total and The Control of the Control | | | | | | |
| | | | | | | | |
| | | 171-0743-53315 | | 1,369,459.25 | | | ARPA funds - will adjust account after council approves |
| 102-0620-50111 | | 102-0145-50111 | | 8,500.00 | × | | to cover negatives |
| 102-0620-50111 , | | 102-0145-51121 | | 1,000.00 | х | | to cover negatives to cover negatives |
| 102-0620-50111 | | 102-0145-51126 | | 500.00 | х | | to cover negatives |
| 102-0620-50111 | | 102-0610-50111 | | 10,000.00 | ж | | to cover negatives |
| 102-0510-53313 | | 102-0610-50111 | | 10,000.00 | × | | to cover negatives |
| 102-0610-54414 | | 102-0610-50111 | | 7,000.00 | × | | to cover negatives |

| | | | | , 1 | | | |
|---------------------------------------|--|------------------|------------------------------|--------------|----------|--|---|
| | | 102-0610-50111 | | 60,000.00 | | × | to cover negatives |
| | | 102-0615-53312 | | 70,000.00 | | × | to cover deiter / chemicals |
| 108-0610-54411 | | 108-0687-54414 | | 95,649.01 | | × | to cover it broadway / spring grove project |
| | | 160-0705-53315 | | 5,000.00 | | × | lo cover negatives |
| | | 201-0645-52222 | TIF - AUDITOR EXP | 1,000.00 | | × | To cover auditor exp |
| | | 201-0645-56612 | TIF - | 20,000.60 | | х | to cover payments to schools |
| | | 939-0430-52213 | | 5,000.00 | | × | to cover negatives |
| | | 301-0726-54411 . | • | 200,000.00 | | × | to cover negatives - detention basin |
| | | | | | | | |
| | | | , | | | | |
| | | | Total increases to fund: | 9,456,297.25 | | | |
| | | | Total reductions to fund: | | | , | |
| | | | Total transfers within fund: | 132,649.01 | | | |
| | | | | | | | |
| EXPLANATION: | | | | , | | | |
| Appropriations needed for | r various items - see notes on the side. | | | | | | |
| | LB | | DATE: | 11/2/2021 | | | |
| MAYOR'S APPROVAL: (WHEN NECESSARY) | | | DATE: | | | | |
| | | | | | | | |
| COUNCIL/COMMITTEE AC | TION: | | | | | 186-21 | |
| APPROVED: DENJED: | | | | | ORD. NO. | 100011 | |
| RETURNED FOR EXPLAI | NATION: STING ACCOUNT FUNDS: | | | | | | |
| CLERK OF COUNCIL/DATE | | | | | • | DRIGINAL TO FINANCE COPY TO DEPT. HEAD COPY TO COUNCIL | |

REQUEST FOR COUNCIL ACTION

No. RCA 21-211-11/8
Committee: Finance

FROM: Grants/Barbara **DATE:** October 27, 2021

SUBJECT: Amendment of Resolution #46-21

SUMMARY AND BACKGROUND:

The amounts of the grant funds authorized in the resolution approving the application of a Targets of Opportunity Cares Act (CDBG-CV0 Grant as cited in Resolution No. 46-21 are incorrect. Bidding for the projects have begun and the city will soon need to be begin issuing purchase orders for selected bidders. The Finance Department has determined that the line item amounts need to be corrected and approved by

Battered Women's Shelter Improvements: \$355,500

Funds to pay contractors

Administration ORCD Contract:

\$34.500

Wrote the successful grant and will handle all the

Local Administration:

\$1,000

Cover admin for contracts and purchase order

approvals and other processing

Total Amount of Grant

\$391,000

125-10451-52215

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.

to Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason:

Project scheduled to begin soon.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord. /Res.

RESOLUTION NO. 46-21

A RESOLUTION AUTHORIZING THE OHIO REGIONAL DEVELOPMENT CORPORATION ON BEHALF OF THE CITY OF MEDINA, OHIO TO FILE AN APPLICATION FOR GRANT ASSISTANCE THROUGH THE PY2020 TARGETS OF OPPORTUNITY CARES ACT (CDBG-CV) GRANT FUNDING, AND DECLARING AN EMERGENCY.

- WHEREAS: The State of Ohio received 27.2 million in the first allocation of Community Development Block Grant (CDBG-CV) funds through the Coronavirus Aid Relief and Economic Security Act (CARES Act), and the City of Medina is eligible to apply for projects under CDBG-CV that prevent, prepare for, and respond to the COVID-19 pandemic through the Targets of Opportunity CARES Act funding; and
- WHEREAS: This request is to apply for CDBG-CV grant funds on behalf of the Battered Women's Shelter of Medina County in the amount of \$355,450.00 for the renovation of the shelter located in the City of Medina in order to accommodate social distancing and ensure the health and safety of residents that rely on the shelter for safety and security, and \$35,545.00 for administration costs.

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

- SEC. 1: That the Ohio Regional Development Corporation is hereby authorized to file an application for grant assistance on behalf of the City of Medina for grant assistance through the PY2020 Targets of Opportunity Cares Act (CDBG-CV) Grant funding.
- SEC. 2: That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement with the Ohio Regional Development Corporation and the Ohio Department of Development for its implementation and administration and execute any and all documentation associated with said grant.
- SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Department Development requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 22, 2021

SIGNED: James A. Shields
President of Council Pro-Tem

ATTEST: Kathy Patton
Clerk of Council

SIGNED: John M, Coyne, III
Acting Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 21-212-11/8
Committee: Finance

FROM: Nino Piccoli, Service Director

DATE: October 27, 2021

SUBJECT: Electric Aggregation Program

SUMMARY AND BACKGROUND:

Respectfully request Council's consideration for a discussion with Community Energy Advisors with respect to the City Electric Aggregation Program in Finance Committee.

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.

Dottorsell 11-1-2021

REQUEST FOR COUNCIL ACTION

FROM: Mayor Dennis Hanwell DATE: November 1, 2021

SUBJECT: Second Amendment to Emergency Medical Services Agreement

SUMMARY AND BACKGROUND:

Respectfully request Medina City Council to authorize Mayor to sign the Second Amendment to the Emergency Medical Services Agreement between Medina Hospital and the City of Medina. This agreement expires on 12/31/21. The amendment includes the new effective date of 1/1/22 and will expire 12/31/27, unless earlier terminated as provided in the Agreement. All other terms and conditions of the Agreement remain in full force and effect. (See attached)

Amending Ord. 131-12 - Original Agreement Ord. 25-17 - 1st Amendment

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No.

 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.

No. RCA 21-2-13-11 8
Committee: Finance

Second Amendment to Emergency Medical Services Agreement

This Second Amendment to Emergency Medical Services Agreement ("Second Amendment") is made an entered into as of the 1st day of January 2022, by and among **Medina Hospital** ("Hospital") and the **City of Medina**, an Ohio municipality (the "City"), **Medina Township** and **Montville Township**, and amends the Emergency Medical Services Agreement between the parties effective January 1, 2012 (the "Agreement.")

WHEREAS, the Agreement between the parties expires on December 31, 2021, and the parties mutually desire to continue and extend the term of the Agreement,

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

- 1. Effective Date. The Effective Date of this Second Amendment shall be January 1, 2022.
- 2. Article IV. Term and Termination, Section 1 Term. As the parties desire to continue and extend the Term, Article IV, Section 1. Term, is hereby amended to extend the Initial Term for another five (5) year period (the "Second Extension Term"), commencing January 1, 2022 and continuing to December 31, 2027, unless earlier terminated as provided in the Agreement.
- 3. All other terms and conditions of the Agreement remain in full force and effect.

[Remainder of this page intentionally left blank; signature page follows.]

[Signature page for Amendment to Emergency Medical Services Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their authorized agents as of the date first above written.

MEDINA HOSPITAL

| By: | |
|-----------|--------------------|
| · | Name: James Madasz |
| Date: | Title: COO |
| | |
| CITY OF M | MEDINA |
| Ву: | |
| | Name: |
| | Title: |
| Date: | |
| | |
| MEDINA 7 | TOWNSHIP |
| By: | |
| • | Name: |
| | |
| | |
| Date: | Title: |
| Date: | Title: |
| | Title: |
| | Title: |
| Montvil | Title: |

ORDINANCE NO. 25-17

AN ORDINANCE AMENDING ORDINANCE NO. 131-12, PASSED JULY 9, 2012 AND AUTHORIZING THE MAYOR TO CONTINUE AND EXTEND THE EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN MEDINA HOSPITAL, THE CITY OF MEDINA, MEDINA TOWNSHIP AND MONTVILLE TOWNSHIP.

- WHEREAS: Ordinance No. 131-12, passed July 9, 2012 authorized the Mayor to enter into an Emergency Medical Services Agreement between Medina Hospital, the City of Medina, Medina Township and Montville Township to provide emergency medical service for the benefit of the health and welfare of their respective citizens within the geographic boundaries of the Governmental Units; and
- WHEREAS: The Governmental Units desire to extend this agreement for an additional 5 years.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into an Amendment to Emergency Medical Services Agreement between Medina Hospital, the City of Medina, Medina Township and Montville Township in accordance with the Amendment marked Exhibit A, attached hereto and made a part hereof.
- That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

| PASSED: | February 27, 2017 | SIGNED: | John M. Coyne, III President of Council | | |
|---------|-------------------------------|-----------|--|--|--|
| ATTEST: | Kathy Patton Clerk of Council | APPROVED: | February 28, 2017 | | |
| | Ciera of Connei | | Ŧ | | |

SIGNED:

Dennis Hanwell

Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 21-214-11/8
Committee: Finance

FROM: Mayor Dennis Hanwell

DATE: November 1, 2021

SUBJECT: 2022 Membership Renewal to Main Street Medina

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to renew the annual membership with Main Street Medina.

See attached letter and invoice from Main Street Medina.

Estimated Cost: \$30,000

Suggested Funding: 001-0707-52215

- 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.

Membership Invoice

Date

1/1/2022

39 Public Square, Suite 305 Medina OH 44256

Invoice #

17608

330-722-6186

www.mainstreetmedina.com

To:

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

Please remit within 30 days

| Description | Amount |
|--|-------------|
| | 30,000.00 |
| | |
| Additional financial conribution to support Main Street Medina - 100% tax deductible | |
| Auditional intancial community to support Main Section 1 | |
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| Membership Commitment | \$30,000.00 |

Thank you for your membership in Main Street Medina. Without your financial support, we would not be able to continue to preserve, promote and build the downtown historic district - the heart of the Medina community.

Main Street Medina is a non-profit, 501 (c) (3) organization. 100% of your membership is tax-deductible as a charitable donation. Please keep this receipt for your tax records.



39 Public Square, Suite 305 Medina, Ohio 44256 Phone: 330-722-6186 email: info@mainstreetmedina.com www.mainstreetmedina.com

2021 Main Street Medina Year in Review (draft as of 10-23-21)

Organized in December of 2007, Main Street Medina, Inc. (MSM) is a 501(c)(3) non-profit organization and Nationally Certified, Ohio Main Street Program. Our mission is to lead the effort for historic preservation, economic sustainability and continued evolution of Medina's Historic District as the heart of the community. We sponsor and produce exciting events; promote the location; support economic development; facilitate attraction of new business and expansion of existing ones; foster partnerships with merchants, civic leaders, organizations and the community. Our efforts help bring hundreds of thousands of local and national visitors to Medina each year and raise the profile of our Historic District as a destination, cultivating meaningful engagement and civic pride.

Income & Investments

| \$30,000 | Financial support from City of Medina |
|----------|--|
| \$43,370 | Membership new and renewals |
| \$88,967 | Event generated sponsorship and income |
| \$18,600 | Fundraising, merchandise and miscellaneous donations |

Total: \$180,937 (projected for 12/31/2021)

City investment of \$30,000 leveraged in the following figures:

- Estimated 2,464 volunteer hours (1,535 MSM, 484 South Town, 450 Farm Market) were given in support of MSM reflecting \$70,323 in donated time valued at \$28.54/hour
- For every \$1 the city invested, MSM generated \$7 additional funding and in-kind support (\$180,937 cash + \$70,323 in donated value = \$251,260) **7.38 to 1 return on investment**
- MSM events and promotions brought an estimated 155,000 visitors to the City of Medina (projected through FY2021)
- Conservative estimate of at least \$1,523,750 of economic impact on the community (purchases at events and at local merchants calculated at \$10 per person cap) 50:1 return on investment

2021 Program Highlights

- MSM Board Strategic Planning session held in March, 2021, resulting in a three-year plan focused on four major initiatives
- Facilitated just under \$31,000 public funds generating an additional \$53,285 in private investment for façade renovation/signage/building repair grants,
- Restructured and grew the Medina Square Farmers Market to nearly 40 full time and 15 part time vendors; an increase of 50% over 2020
- Structured, launched, and produced five Mill Street Makers Market events on Mill Street in South Town to generate foot traffic and awareness of the district expansion
- Finalized the installation of Welcome to Medina Signs on S. Jefferson at E. Liberty and E. Washington
- Increased use of SNAP and Produce Perks food assistance programs at Medina Square Farmers Market \$6,000 in 2020 to over \$10,000 in 2021.
- Launched Market Table food show in partnership with Kristin Gambaccini and Armstrong
- Secured a major title sponsor for the Medina Square Farmers Market
- Secured grant funding from the Medina CDC and 3M to implement a historic marker program in South Town



39 Public Square, Suite 305 Medina, Ohio 44256 Phone: 330-722-6186 email: info@mainstreetmedina.com www.mainstreetmedina.com

- Completed the McDowell-Phillips House docuseries with the Medina County Historical Society and Armstrong to document the restoration of this historic property
- Launched Medina Ingenuity business spotlight show in partnership with the Greater Medina Chamber of Commerce and Armstrong to highlight Medina-made products or innovations
- Facilitated the Fall Flower Pot decorating contest in partnership with the Medina County CVB and Boyert's Greenhouse, with 55 entries
- MSM Staff serves on the City of Medina Comprehensive Plan committee
- MSM Staff serves on the City of Medina Archives Commission
- MSM Staff serves on the City of Medina Fair Housing Board
- MSM staff serves on Board of Directors for Medina County Arts Council
- Staff created and launched a formal Volunteer Recruitment and Training program for special event support and as District Ambassadors
- Staff fundraised to expand summer flower pot installations in South Town, and funded water/maintenance of same
- Staff fundraised to provide live, musical entertainment at Mill Street Makers Market
- Market staff expanded MSFM merchandise with a cookbook, canvas tote bag, and market t-shirt, largely covered by sponsor support

2021 Special Events

(Bold indicates MSM produced event; standard text indicates supporting and marketing role; Italicized number is estimated attendance)

Jan 8 1st Friday, 150

Feb 5 1st Friday, Sweets Stroll, 300

Feb 19-21 Medina Ice Festival, (partnership with Elegant Ice Creations) 40,000

Mar 5 1st Friday, Think Spring, 350 Mar 11 Ladies Night Out, 300

Mar 6-29 Student Art Show, attendance unknown

Apr 2 1st Friday, 250 May 7 1st Friday, 300

May 13 Ladies Night Out, 325

May 15-Oct 16 Medina Square Farmers Market, 50,000

May 12-Oct 13 South Town Cruise-Ins, 3,000

Jun 4 1st Friday, 250

Jun 5 Kids Day of Safety & Play, 5,000

Jun 19 Medina County Pizza Palooza, (partnership with Feeding Medina County) 3,500

Jun 27 Mill Street Makers Market, 1,500

Jul 8 Ladies Night Out, 450

Jul 11 Mill Street Makers Market, 1,000 Aug 15 Mill Street Makers Market, 900

Aug 28 Medina Fest, 6,000

Sep 19 Mill Street Makers Market, 1,000



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Oct 4-16 Medina Independent Restaurant Week, 600
Oct 14 Ladies Night Out, (Witches Night Out) 600

Oct 17 Mill Street Makers Market, 1,000

Nov 19-21 34th Annual Medina Candlelight Walk, 35,000 estimated

Nov 27 Small Business Saturday, 500

Other partner events that we promoted and marketed: Art in the Park, Arts Week, An Affair on the Square, Medina County Fair

In addition to the City of Medina, the following businesses support Main Street Medina with a significant financial member contribution (\$500+):

Buehlers Fresh Foods, City of Medina, Critchfield, Critchfield & Johnston, Cutler Real Estate, Discount Drug Mart, Greater Medina Chamber of Commerce, High Voltage Karting/Foundry Social, Huntington National Bank, Medina Community Design Committee, Medina Weekly News, Miss Molly's Tea Room and Gift Shop, Oberholtzer & Filous, LPA, Ohio Valley Pizza, Owens Corning, Root Candles, Roto-Rooter, Sandridge Food Corporation, Serpentini Chevrolet of Medina, Smith Bros. Inc, Summa Health, Waite & Son Funeral Home-, Westfield Insurance Foundation, Wichert Insurance, and World Truck Towing & Recovery

The following businesses are Small Business supporters of Main Street Medina at the \$200-250 level:

620 Corp, Alan Parkhurst Rentals, All Fired Up!, Alpaca Boutique, Amuse Euro Bistro, Armbruster Moving & Storage, Armstrong, Bella Moxie, BKCD, Inc., Bonezzi Switzer Polito & Hupp LPA, Boyerts Greenhouse & Farm, Brown, Amodio & Chandler, Buckeye Super Wash, Buffalo Wild Wings, Building Blocks Adoption Service, Inc, Candyapple & Co., Castle Noel, Circles on the Square, Cleveland Clinic, Cool Beans Café, Corkscrew Saloon, Corrigan Kraus CPA, Courthouse Pizzeria, Creative Show Promotions, LLC, Dan's Dogs, Dominic's & JoJo's, Eastwood Furniture, Eppolito Signs, Event Ops Team, Firestorm Gear, Founders Way North, Friends of the Cemetery, Gerspacher Real Estate Group, H2 Wine Merchants, Habitat for Humanity Medina, Heart & Soul Gift Boutique, Heartland Church, HHL Group, Hospice of Medina County/Life's Treasures, Hunter Insurance Agency, Inc., Independent Order of Odd Fellows, Inspired Designs, Interior Design Studio, James B. Palmquist III, LPA, Jazzercise Medina, JMS952LLC, Keller Meats & Market, Kerrie Bellar Events, King Real Estate, Labyrinth Management Group, Lager Heads Brewing Company, LaPlaca Jewelers, Lemonberry Frozen Yogurt, Lyle's Jewelry & Coin, M.C. Real Estate, Marco & Marco, Mark's Cleaning Service, McJak Candy, Medina Auto Parts, Medina Breakfast Kiwanis, Medina Brewing Company, Medina Centre for Dance Art, Medina Community Band, Medina County Agricultural Society, Medina County Board of Developmental Disabilities, Medina County District Library, Medina County Historical Society, Medina County Visitor's Bureau, Medina Funtastic Toyz, Medina Gem Company, Medina Lodge 647 Order of Moose, Medina Sportscards & Collectibles, Minuteman Press, NEO Extreme Games, North Rose Management Group, LLC, Orange Theory Fitness Medina, P. J. Marley's, Polish Pottery, Project: LEARN of Medina County, Ravine's Edge, Rea & Associates, Recovery Center of Medina County/Serenite, RizTech, Rose Company, Sand & Lace Fine Art & Gift Gallery, Second Sole, Shine Acupuncture, Social 330, Society for Handicapped Citizens, Somethings Popping/M.W. Wolf Enterprises, Sperry CGA--The Masica Company-Sportsworld CIA, Square 42 Salon & Spa, Suburban Septic Service, Sully's Irish Pub, Sweets & Geeks, Swine BBQ, The Exchange Market, The Gardener's Cottage, The Olive Tap, The Raspberry and The Rose, The Western Reserve Preservation Company, LLC, Thyme 2, Transfer Title Agency, Tru Barre Studio, United Church of Christ Congregational, United Labor Agency, Inc, VCS Salon & Spa, Walker & Jocke, Westfield Bank, and Williams on the Lake

Individual and Family, non-business supporters of Main Street Medina:

Mari Halkovich, Stan Sever, Theresa Laffey, Barbara Mulcahy, Kevin Rych, Amy Busby, Robert Thompson, Colleen Rice, Bill Hutson, Julie Sedgwick, Denise Jeffery, Michael Kovack, Susan Russell, Julie McNabb, Jonathan Mendel, Cheryl



39 Public Square, Suite 305 Medina, Ohio 44256 Phone: 330-722-6186 email: info@mainstreetmedina.com www.mainstreetmedina.com

Riegger-Krugh, Debbie & Robert Jedreski, Jane Saettel, Sally & Bernard Willoughby, Char Klimko, Laura Stoltz, Kathy Williamson, Kimberly Marshall, Sharon Ray, Kristine Quallich, Marcus Neiman, Diana Miller, Dottie Nemec, Rhonda Wurgler, Carrie Park, Russ and Anna Leach, Judy Scaife, Sue Schuld, Brian & Susan Harr, Sandy Frommeyer, George Meindl, Stephanie Mueller, Tim & Christine Sheerer, Ellen Nolan, Lawrence & Deborah Wentz, Jim & Pat Fordosi, Corinne Hadley, Robert & Pamela Molnar, Carole Kowell, Frank & Spring Festi, Kathy Breitenbucher, Joyce & Randolph Fuerst, Sandy & Raymond Tomazic, Brian & Carole Feron, Lynda Hansen, Eric Stasiowski, Catherine Posner, Sharon Morris, Jason Morgan, Dennis & Christine Hanwell, Maria Stunek, Matthew & Joshua Wiederhold, Shannon Just, Teresa Rodgers, Elaine Wells Lamb, Aaron Costic, Valerie Rapp, Bob Smith & Ann Cole, Pamela B. Miller, Paul & Cathy Bican, George Sam, Sarah Jane & Roger Ingraham, Roger & Linda Smalley, Jim Shields, Denise Wilson, Medina County Arts Council

The following businesses have supported MSM special events with a significant financial sponsorship, or in-kind donation: City of Medina, Root Candle, PNC Bank, Serpentini Chevrolet of Medina, The Dress Bridal Boutique, Waite & Son Funeral Home, Huntington Bank, Home Depot, Armstrong, Westfield Bank, Summa Health System, Cleveland Clinic Medina Hospital, Medina Gem Co., 17 Public Square, 3M, Amy Hoes Howard Hanna, MTD Products, Landry Family Dentistry, Cool Beans Café, JK Gift Shop, Hospice of Medina County, South of the Square Collision, Habitat for Humanity/Medina County

Support Services, Marketing Outreach & Initiatives

- Updated 3 information kiosks in Medina Historic District as needed/monthly
- Grew Facebook fanbase from 12,944 on November 25, 2020 to 14,138 on October 23, 2021
- Weekly email newsletter sent to 2,981 contacts
- Partnered with City of Medina and Medina Chamber of Commerce to co-host monthly ribbon cuttings for new businesses and business expansions
- Sent weekly district email newsletters to 430+ contacts with special events information, COVID information and financial assistance programs, and important updates for businesses

Looking Ahead (2022)

- Celebrate our 15th anniversary of community development and historic preservation in Medina
- Plan and fund greenspace and park improvements along Champion Creek
- Plan and produce the 2022 Old House Fair in partnership with Heritage Ohio
- Initiate a new South Town Music Festival in fall, 2022, to be a multi-venue performance series
- Draft and introduce public art legislation for the District and the City of Medina
- Initiate DORA district for South Town to encourage economic development
- Partner with City of Medina and OHM Advisors to complete a master plan for South Town
- Focus on destination marketing to increase tourism to Medina
- Reimagine Medina Fest from a one-day, stand alone event into Medina Days, a week-long celebration of Medina, in partnership with multiple community partners

REQUEST FOR COUNCIL ACTION

No. RCA 21-215-11/8
Committee: Finance

FROM: Service Director Nino Piccoli

DATE: 11/03/2021

SUBJECT: Addition of (3) MEO to Sanitation Department Anual 31.05 S+B Code

SUMMARY AND BACKGROUND:

Finding candidates to fill city openings has been an issue this year. The Sanitation department has always struggled to find capable workers to keep up with the demands of the various positions in the department. Strength and endurance are needed in this department.

The department is running some of their routes with only a single employee to drive, then hop out and throw garbage and then hop back in the cab to drive. This is an unsafe practice.

The department is always advertising for seasonal or part-time employees, hoping to find qualified applicants that can handle the demands of throwing trash and hopefully be willing to get a CDL license. Today applicants are looking for full-time jobs and people with CDLs or wanting to get CDL licenses are scarce. This department requires such physical ability, we are respectfully coming to Council to ask to increase the Sanitation department's number of MEO (motor equipment operators) from 9 to 12.

Current MEO's are senior employees. They have a lot of PTO to use. The city no longer has a pool of laborers that have CDL licenses to move up temporarily to cover for absences. Flexible CDL employees are needed to fill in for various routes daily. The superintendent and foreman cannot continue to fill in and retirements are pending, the department needs to have personnel to function.

The department has funds budgeted.

Estimated Cost:

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

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

* That the Recreation Center Director is responsible for notifying the Finance Director in writing when an employee is eligible to advance to the next pay step. The Finance Department shall process the pay increase to be effective the second pay period after proper notification. (Ord. 23-06, 171-10, 207-10, 134-11, 54-18, 1-20, 13-20, 159-21)

SANITATION DEPARTMENT

| Classified Service | Classified | Classified | Classified | Classified | Dart-time | Aut. |
|--------------------|---------------------------|--------------------|--------------------------|---------------------|-------------------------------|----------------------|
| Steps Authorized | 15 A-F | 37 A-F | 34 A-F per contract | 31 A-F per contract | Sec. 31.02(B)(7) ner confract | |
| Classification | Sanitation Superintendent | Sanitation Foreman | Motor Equipment Operator | Laborer | Laborer (part-time) | 5, 27-13) |
| Number 1 | ⊣ ∓ | ٦ ٥ | - بر | ⊣ \ | 9 | (Ord. 273-05, 27-13) |

SERVICE DEPARTMENT

| Classified Service Unclassified/appointed by Mayor, | confirmed by Council Subject to Civil Service Rule IIIA Classified Part-time Part-time Part-time |
|--|--|
| Steps Authorized 43 A-F | 5 A-F 32 A-F per contract Sec. 31.02(B)(2) Sec. 31.02(A)(2) Sec. 31.02(B)(2) |
| <u>Classification</u> Public Service Director | 1 Account Clerk II 1 Building Maintenance & Repair 1 Clerical Help (part-time) 7 Seasonal Laborers (part-time) 1 Custodian (part-time) Ord. 2-04, 242-04, 273-05, 76-08, 81-09, 82-10, 32-14 |
| Number 1 | 1 1 7 1 Ord. 2-04, 2. |

Ortonoll Ortonoll

Committee:

REQUEST FOR COUNCIL ACTION

FROM: Medina Community Recreation Center

DATE: November 2, 2021

SUBJECT: Purchase of Human Sport Cable Fitness Equipment

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the purchase of a collection of seven pieces of Nautilus Human Sport Cable Fitness Equipment using American Rescue Plan Act grant funds. Equipment will be purchased through Core Health and Fitness State Term Schedule Contract 800848 via dealer S & K Design Fitness. This equipment is designed to be used by a wide variety of people including persons with disabilities and can be adjusted to accommodate people of varying heights and range of motion limitations. Five pieces can be adjusted to accommodate wheelchairs. This series of equipment will offer disabled people fitness options that are not currently available at the Rec Center with our existing traditional weight equipment.

Estimated Cost:

\$29,209,34

Suggested Funding:

sufficient funds in Account No. 171-0351-53315

• 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.

design FITNESS

equipment I sales I service

P.O. Box 398 Lewis Center, OH 43035 740-548-7033 - office 740-548-7044 - fax

Proposal

Proposal Number 22239 Proposal Date 11/2/2021

www.designfitness.net

Ship To:

Bill To:

Medina Community Recreation Center Christy Moats 855 Weymouth Rd Medina, OH 44256 330-721-6919

| Product# | Product Description | Qt | Unit Price | Total |
|--------------------|---|-----|------------|-----------|
| 9-HSFT3 | Nautilus Human Sport Freedom Trainer w/ Lock n Load Weight Stack | 1 | 4,387.00 | 4,387.00T |
| | Technology | ١. | | |
| 9-HSSC3 | Nautilus Human Sport Chest/Shoulder w/ Lock n Load Weight Stack | 1 | 3,373.00 | 3,373.00T |
| | Technology | 1 | 3,373.00 | 3,373.00T |
| 9-HSLP3 | Nautilus Human Sport Lat/Pull w/ Lock n Load Weight Stack Technology | 1 | 3,373.00 | 3,373.00T |
| 9-HSTD3 9-HSAC3 | Nautilus Human Sport Total Delt w/ Lock n Load Weight Stack Technology Nautilus Human Sport Arm/Crunch w/ Lock n Load Weight Stack | 1 | 3,373.00 | 3,373,00T |
| 9-NSAC3 | Tracking numan Sport Amirorunan w Lock it Load Weight Stack | ' | 0,070.00 | 0,010.001 |
| 9-HSPL3 | Nautilus Human Sport Pull/Lift w/ Lock n Load Weight Stack Technology | 1 | 3,373.00 | 3,373.00T |
| 9-HSTL3 | Nautilus Human Sport Total Leg w/ Lock n Load Weight Stack Technology | 1 | 3,373:00 | 3,373.00T |
| Custom Upholstery | Custom Upholstery (Outback Code FA) | | 260.00 | 260.00T |
| 820TR | 24" Tricep Rope | 1 | 26.00 | 26.00T |
| 820HR | Hammer Rope | 1 | 20.00 | 20.00T |
| 820TPD | Tricep Full Ext Chrome Bar | 1 | 56.00 | 56,00T |
| 106-BK | Ankle Strap, Neoprene, Black | 1 1 | 14.00 | 14.00T |
| Surcharge | International Transit Surcharge | | 1,663.34 | 1,663.34T |
| Shipping | Shipping Charges from Manufacture to designFITNESS warehouse. | | 1,250.00 | 1,250.00T |
| Delivery | Delivery, Installation and Setup Charges | | 1,295.00 | 1,295.00T |
| | Standard Frame Colors: Matte Black Code -60 Standard Trim Color: Carbon Fiber Custom Uph Color: Outback Code:FA | | | |
| | ***Core Health and Fitness State Term Schedule Contract 800848 discount applied to each line item*** | | | |
| | Warranties Nautilus:Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components - guide rods, plates, bearings, etc. 3 years on minor mechanical components - plate switches, cables, grips, etc. 90 days on upholstery, 3 years labor. | | | |
| | ****Please note that due to black frame, customized upholstery color and international supply chain and shipping issues that this order has an approx lead time of 16 weeks. 16 weeks lead time is an approx and NO guarantee**** | | | |

| Terms: Net 30 After Delivery | | Subtotal | \$29,209.34 |
|------------------------------|--------------|------------------|-------------|
| Terms: Net 30 After Delivery | | Sales Tax (0.0%) | \$0.00 |
| Sales Representative | Kelly Naylor | Total | \$29,209.34 |
| Customer Signature and Date | | · | |
| Customer Signature and Date | | | |

- *Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions above.
- *All commercial treadmills require a 20 amp, 110v, dedicated circuit.
- *Please specify frame and uphoistery color if ordering strength equipment.
- *Installation delays over 2 months are subject to storage fees.

Proposal Expires On-12/2/2021



FREEDOM TRAINER DUAL STACK HSFT3

HumanSport is so simple, intuitive and natural that it feels as if it were custom-built for each and every user. Seven cable-based machines with dual weight stacks provide a complete range of workouts for total body training. When paired with the provided programming designed by our Master Trainers, HumanSport makes a powerful addition to any facility.

| P | RODUCT DIMENSIONS | W | HEELCHAIR ACCESSIBLE |
|-----------------|---|---|--|
| WIDTH | 75 IN (191 CM) Arms Extended Left and Right 125 IN (317 CM) | | 3:1 cable ratio for low starting resistance |
| LENGTH | 43 IN (108 CM) | | Open design allowing for wheelchair access |
| HEIGHT | 72 IN (182 CM) Arms Extended Vertically Up 92 IN (234 CM) | | Easily adjustable, counter balanced pivot handles, even while in the seated position |
| STACK WEIGHT | 2X 80 LB (2x 36 KG) | | Weight stack utilizes LockNLoad switch technology for quick and easy weight selection even while seated |
| OVERALL WEIGHT | 1,100 LB (499 KG) | | **Control of the Control of the Cont |
| SHIPPING WEIGHT | 1150 LB (522 KG) | | |

| | ADJUSTMENTS & MOVEMENTS |
|---|---|
| USER DEFINED RANGE OF MOTION | Yes, cable-based training utilizing multiple planes of motion. Nine horizontal position options and 12 vertical position adjustment options |
| ASSISTED ADJUSTMENTS | Yes, counter balanced on vertical adjustment arm ends |
| COLOR CODED PIVOT POINTS AND ADJUSTMENTS | Yes, including visual indicators when pull pin is disengaged |
| UNILATERAL OR BILATERAL MOVEMENT | Yes, independent arms use for user defined path of motion by incorporating independent weight stacks and swivel pulleys |
| CONVERGING OR DIVERGING MOVEMENTS | Yes, user defined |
| PULLEY RATIO | 3:1 ratio with 9.5 ft (289.5 cm) training space and 113 in (287 cm) cable travel |
| FR | AME SPECIFICATIONS & CABLE INFORMATION |
| STANDARD FRAME COLOR OPTIONS | Silver with wood trim, Silver with carbon fiber trim, Black with carbon fiber trim, Black with wood trim |
| STANDARD UPHOLSTERY COLOR OPTIONS | N/A |
| FRAME FINISH | Electrostatic Powder coating |
| CUSTOMIZABLE PAINT OPTIONS AVAILABLE | Yes with additional fees and extended lead times |
| CUSTOMIZABLE UPHOLSTERY OPTIONS AVAILABLE | N/A |
| CUSTOMIZABLE BRANDING OPTIONS AVAILABLE | Yes with additional fees and extended lead times |
| CABLE VS. BELT DRIVEN TRANSMISSION | 4mm cable driven |
| BOLT DOWN LOCATIONS DEFINED | Yes, 3 defined bolt down locations located on weight stack tower |
| INTEGRATED LEVELING SYSTEM | No, rubber feet for floor protection |
| HARDWARE TYPE | Hex / Button Head |
| TUBBING STYLE & THICKNESS | Modern blend of square and round tubing. Most are 3 or 2.5 mm / 11 ga |
| | USER SPECIFIC INFORMATION |
| STATIC PLACARDS | 12 pre-defined exercises with static placards with start and finish diagrams |
| MULTI-LANGUAGE PLACARDS OPTIONS AVAILABLE | Yes |
| ANIMATED LENTICULAR | No |
| SAFETY CATCH & STOPS | N/A |
| WATER BOTTLE HOLDER | No |
| PHONE HOLDER | No |
| GRIP SPECIFICATIONS | Oversized, rubber grips on stabilization handles which provide ideal positioning for hip, knee and ankle exercises |
| FOOT PLATFORM | N/A |
| CONTOURED PADS | N/A |
| RESTRAINT SYSTEM | N/A |
| | WEIGHT STACK SPECIFICATIONS |
| TOTAL STACK WEIGHT | User Feels Stack Weight Capacity: 2x 80 lb (2x 36 kg) at each handle through two, independent and enclosed weight stacks. Actual weight stack, 2x 240 lb (109 kg) |
| INCREMENTAL WEIGHT SYSTEM | No |
| WEIGHT STACK TOWER HEIGHT | 68.5 _i in (174 cm) |
| PLATE LOADED | N/A |
| WEIGHT STORAGE SOLUTION | No but it does include accessory rack for multiple pulley attachments: - Grip Handles (2) - Ankle strap - Long bar |

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.

LNL TECHNOLOGY

ADD-ON RESISTANCE AVAILABLE

WEIGHT STACK SHROUD SPECIFICATIONS



Yes, standard

inside and outside steel shrouds.



HumanSport is so simple, intuitive and natural that it feels as if it were custom-built for each and every user. Seven cable-based machines with dual weight stacks provide a complete range of workouts for total body training. When paired with the provided programming designed by our Master Trainers, HumanSport makes a powerful addition to any facility.

| PRODUCT | DIMENSIONS | WHE | ELCHAIR ACCESSIBLE |
|-----------------|----------------------|---------|---|
| WIDTH | 39 IN (99 CM) | | 2:1 cable ratio for low starting resistance |
| LENGTH | 43 IN (109 CM) | | Flat anti-skid plate that can be used to roll in a wheelchair |
| HEIGHT | 68 IN (172 CM) | | Adjustable stabilizer pad |
| STACK WEIGHT | 2X 88 LBS (2X 40 KG) | | Seat is eliminated allowing for wheelchair access |
| OVERALL WEIGHT | 655 LBS (298 KG) | JARIEN. | Accessory handles are optimally placed for easy access while in the seated position |
| SHIPPING WEIGHT | 767 LBS (348 KG) | | Weight stack utilizes LockNLoad switch technology for quick and easy weight selection even while seated |

| ADJUSTMENTS & MOVEMENTS | | |
|--|--|--|
| USER DEFINED RANGE OF MOTION | Yes, seat is eliminated to facilitate exercise in the standing position and provide multiple arm curling motions pronated, supinated and hammer curls. Adjustable lumbar pads provides stabilization for abdominal movements | |
| ASSISTED ADJUSTMENTS | Yes, gas assist shock | |
| COLOR CODED PIVOT POINTS AND ADJUSTMENTS | Yes | |
| UNILATERAL OR BILATERAL MOVEMENT | Yes, Unilateral or bilateral use user defined | |
| CONVERGING OR DIVERGING MOVEMENTS | Yes, user defined | |
| PULLEY RATIO | 2:1 ratio | |

| FRAME SPECIFICATIONS & CABLE INFORMATION | | |
|---|--|--|
| STANDARD FRAME COLOR OPTIONS | Silver with wood trim, Black with carbon fiber trim | |
| STANDARD UPHOLSTERY COLOR OPTIONS | Black | |
| FRAME FINISH | Electrostatic Powder coating | |
| CUSTOMIZABLE PAINT OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE UPHOLSTERY OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE BRANDING OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CABLE VS. BELT DRIVEN TRANSMISSION | 3mm cable driven | |
| BOLT DOWN LOCATIONS DEFINED | Yes | |
| INTEGRATED LEVELING SYSTEM | No, rubber feet for floor protection | |
| HARDWARE TYPE | Hex / Button Head | |
| TUBBING STYLE & THICKNESS | Modern blend of square and round tubing. Most are 3 or 2.5mm / 11 ga | |

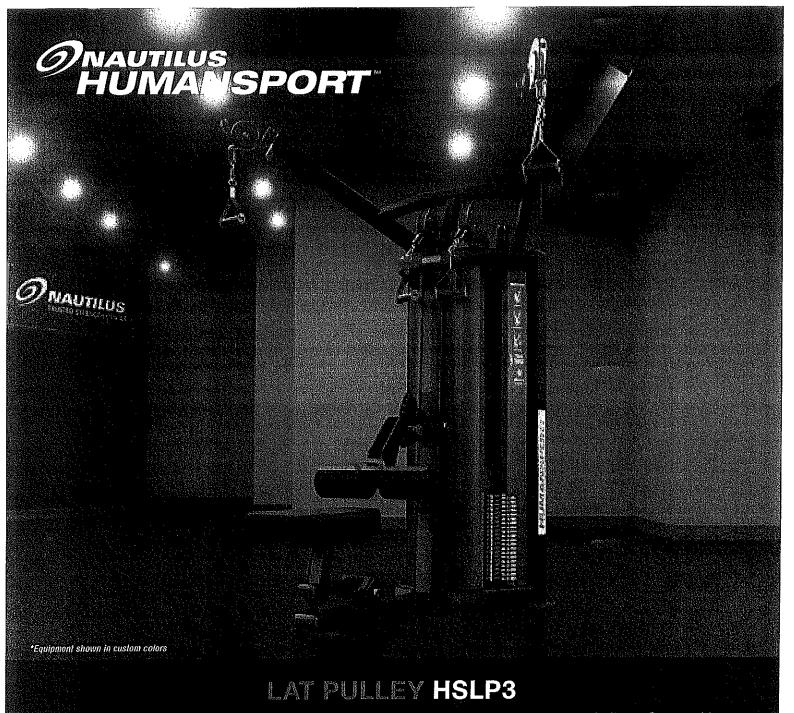
| | USER SPECIFIC INFORMATION |
|---|--|
| STATIC PLACARDS | Start finish diagram |
| MULTI-LANGUAGE PLACARDS OPTIONS AVAILABLE | Yes |
| ANIMATED LENTICULAR | No |
| SAFETY CATCH & STOPS | No |
| WATER BOTTLE HOLDER | No |
| PHONE HOLDER | No |
| GRIP SPECIFICATIONS | Multiple accessory handle configurations with multiple D-rings to support varying levels of pre-stretch and modalities. Abdominal crunch straps can be used for overhead triceps extension |
| FOOT PLATFORM | Steel foot platform with black traction paint |
| CONTOURED PADS | Yes |
| RESTRAINT SYSTEM | No but wheelchair accessible |

| WEIGHT STACK SPECIFICATIONS TOTAL STACK WEIGHT Stack Weight Capacity: 2x 88 lbs (2x 40 kg) INCREMENTAL WEIGHT SYSTEM No | |
|---|----------|
| | |
| INCREMENTAL WEIGHT SYSTEM No | |
| | |
| WEIGHT STACK TOWER HEIGHT 65 in (165 cm) | <u> </u> |
| PLATE LOADED N/A | |
| WEIGHT STORAGE SOLUTION N/A | |
| LNL TECHNOLOGY Yes, standard | |
| ADD-ON RESISTANCE AVAILABLE No | · |
| WEIGHT STACK SHROUD SPECIFICATIONS Inside and outside steel shrouds. | |

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable filness brands to ensure our customers can offer their members authentic filness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.



StairMaster SCHWINN NAUTILUS STAR TRAC



HumanSport is so simple, intuitive and natural that it feels as if it were custom-built for each and every user. Seven cable-based machines with dual weight stacks provide a complete range of workouts for total body training. When paired with the provided programming designed by our Master Trainers, HumanSport makes a powerful addition to any facility.

| PRODUCT | DIMENSIONS | WHEELCHAIR ACCESSIBLE |
|-----------------|----------------------|---|
| WIDTH | 58 in (147 cm) | 2:1 cable ratio for low starting resistance |
| LENGTH | 58 in (147 cm) | Fold away seat to allow for wheelchair access |
| HEIGHT | 83 ln (211 cm) | Knee pad adjustment stabilizes users lifting heavy loads |
| STACK WEIGHT | 2x 88 lbs (2x 40 kg) | Accessory handles are optimally placed for easy access while in the seated position |
| OVERALL WEIGHT | 655 lbs (298 kg) | Weight stack utilizes LockNLoad switch technology for quick and easy weight selection even while seated |
| SHIPPING WEIGHT | 772 lbs (351 kg) | |

| ADJUSTMENTS & MOVEMENTS | | |
|--|---|--|
| USER DEFINED RANGE OF MOTION | Yes, multiple pulling motions including frontal plane and sagittal plane pull, rotational pull and unilateral pull. Drop-down seat for enhanced training options in the standing position. Seated stable, seated unstable and standing positions can be utilized | |
| ASSISTED ADJUSTMENTS | No but knee pad adjustment stabilizes users lifting heavy loads | |
| COLOR CODED PIVOT POINTS AND ADJUSTMENTS | Yes | |
| UNILATERAL OR BILATERAL MOVEMENT | Yes, Unilateral or bilateral use user defined | |
| CONVERGING OR DIVERGING MOVEMENTS | Yes, user defined | |
| PULLEY RATIO | 2:1 ratio | |

| FRAME SPECIFICATIONS & CABLE INFORMATION | | |
|---|--|--|
| STANDARD FRAME COLOR OPTIONS | Silver with wood trim, Black with carbon fiber trim | |
| STANDARD UPHOLSTERY COLOR OPTIONS | Black | |
| FRAME FINISH | Electrostatic Powder coating | |
| CUSTOMIZABLE PAINT OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE UPHOLSTERY OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE BRANDING OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CABLE VS. BELT DRIVEN TRANSMISSION | 3mm cable driven | |
| BOLT DOWN LOCATIONS DEFINED | Yes | |
| INTEGRATED LEVELING SYSTEM | No, rubber feet for floor protection | |
| HARDWARE TYPE | Hex / Button Head | |
| TUBBING STYLE & THICKNESS | Modern blend of square and round tubing. Most are 3 or 2.5mm / 11 ga | |

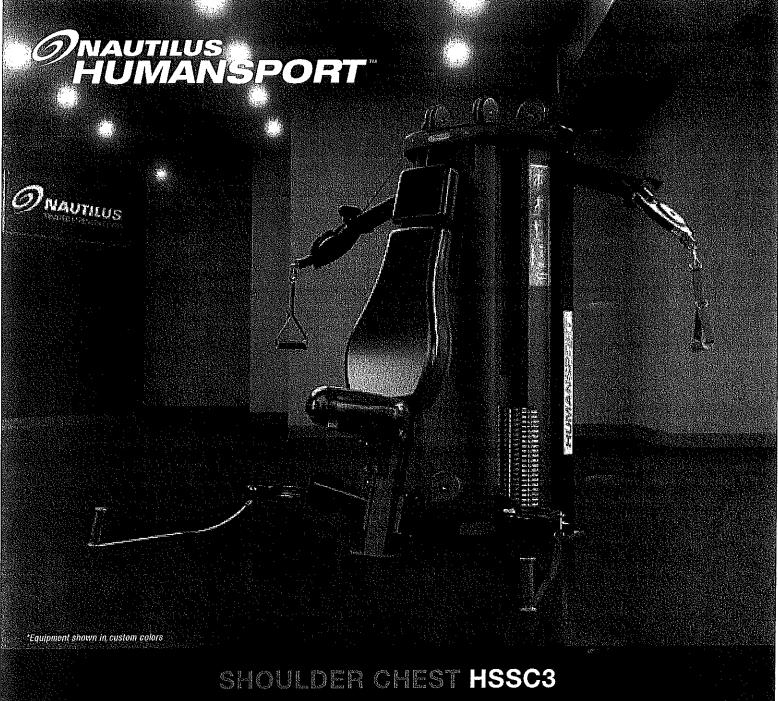
| | USER SPECIFIC INFORMATION | |
|---|---|--|
| STATIC PLACARDS | Start finish diagram | |
| MULTI-LANGUAGE PLACARDS OPTIONS AVAILABLE | Yes | |
| ANIMATED LENTICULAR | No | |
| SAFETY CATCH & STOPS | No | |
| WATER BOTTLE HOLDER | No | |
| PHONE HOLDER | No | |
| GRIP SPECIFICATIONS | Multiple accessory handle configurations with multiple D-rings to support varying levels of pre-stretch and modalities. | |
| FOOT PLATFORM | N/A | |
| CONTOURED PADS | Yes | |
| RESTRAINT SYSTEM | No but wheelchair accessible | |

| | WEIGHT STACK SPECIFICATIONS |
|------------------------------------|---|
| TOTAL STACK WEIGHT | Stack Weight Capacity: 2x 88 lbs (2x 40 kg) |
| INCREMENTAL WEIGHT SYSTEM | No |
| WEIGHT STACK TOWER HEIGHT | 65 in (165 cm) |
| PLATE LOADED | N/A |
| WEIGHT STORAGE SOLUTION | N/A |
| LNL TECHNOLOGY | Yes, standard |
| ADD-ON RESISTANCE AVAILABLE | No . |
| WEIGHT STACK SHROUD SPECIFICATIONS | Inside and outside steel shrouds. |

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StairMaster SCHWINN NAUTILUS STAR TRAC



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| PRODUCT I | DIMENSIONS | | WHEELCHAIR ACCESSIBLE | |
|-----------------|----------------------|------------|--|-------------------|
| WIDTH | 63 in (160 cm) | بالله الله | 2:1 cable ratio for low starting resistan | ce |
| LENGTH | 45 in (114 cm) | | Fold away seat to allow for wheelchair | access |
| HEIGHT | 64 in (163 cm) | | Accessory handles are optimally place while in the seated position | d for easy access |
| STACK WEIGHT | 2x 88 lbs (2x 40 kg) | | Weight stack utilizes LockNLoad switc | |
| OVERALL WEIGHT | 655 lbs (298 kg) | | KA 8 2 | |
| SHIPPING WEIGHT | 772 lbs (351 kg) | ····· | | |

| ADJUSTMENTS & MOVEMENTS | | |
|--|--|--|
| USER DEFINED RANGE OF MOTION | Yes, multiple chest pressing motions including horizontal press, incline and decline press, chest fly and rotational press. Multiple shoulder pressing motions including frontal plane press, sagittal plane press and rotational press. Drop-down seat for enhanced training options in the standing position | |
| ASSISTED ADJUSTMENTS | Yes, gravity assisted | |
| COLOR CODED PIVOT POINTS AND ADJUSTMENTS | Yes | |
| UNILATERAL OR BILATERAL MOVEMENT | Yes, Unilateral or bilateral use user defined | |
| CONVERGING OF DIVERGING MOVEMENTS | Yes, user defined | |
| PULLEY RATIO | 2:1 ratio | |

| FRAME SPECIFICATIONS & CABLE INFORMATION | | |
|---|--|--|
| STANDARD FRAME COLOR OPTIONS | Silver with wood trim, Black with carbon fiber trim | |
| STANDARD UPHOLSTERY COLOR OPTIONS | Black | |
| FRAME FINISH | Electrostatic Powder coating | |
| CUSTOMIZABLE PAINT OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE UPHOLSTERY OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE BRANDING OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CABLE VS. BELT DRIVEN TRANSMISSION | 3mm cable driven | |
| BOLT DOWN LOCATIONS DEFINED | Yes | |
| INTEGRATED LEVELING SYSTEM | No, rubber feet for floor protection | |
| HARDWARE TYPE | Hex / Button Head | |
| TUBBING STYLE & THICKNESS | Modern blend of square and round tubing. Most are 3 or 2.5mm / 11 ga | |

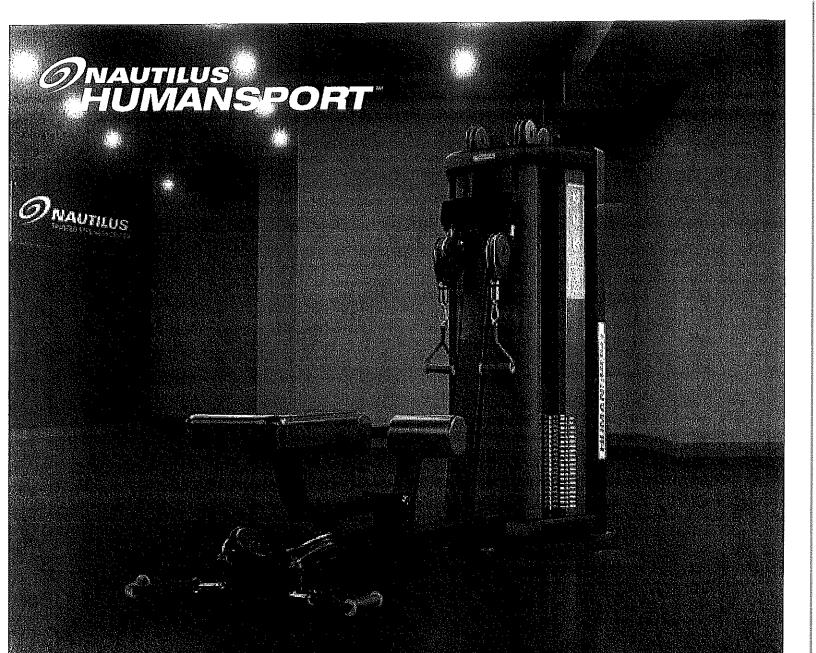
| | USER SPECIFIC INFORMATION | |
|---|---|--|
| STATIC PLACARDS | Start finish diagram | |
| MULTI-LANGUAGE PLACARDS OPTIONS AVAILABLE | Yes | |
| ANIMATED LENTICULAR | No | |
| SAFETY CATCH & STOPS | No | |
| WATER BOTTLE HOLDER | No | |
| PHONE HOLDER | No | |
| GRIP SPECIFICATIONS | Multiple accessory handle configurations with multiple D-rings to support varying levels of pre-stretch and modalities. | |
| FOOT PLATFORM | N/A | |
| CONTOURED PADS | Yes | |
| RESTRAINT SYSTEM | No but wheelchair accessible | |

| | WEIGHT STACK SPECIFICATIONS |
|------------------------------------|---|
| TOTAL STACK WEIGHT | Stack Weight Capacity: 2x 88 lbs (2x 40 kg) |
| INCREMENTAL WEIGHT SYSTEM | No |
| WEIGHT STACK TOWER HEIGHT | 65 in (165 cm) |
| PLATE LOADED . | N/A |
| WEIGHT STORAGE SOLUTION | N/A . |
| LNL TECHNOLOGY | Yes, standard |
| ADD-ON RESISTANCE AVAILABLE | No |
| WEIGHT STACK SHROUD SPECIFICATIONS | Inside and outside steel shrouds. |

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members audhentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.



StairMaster SCHWINN NAUTILUS STAR TRAC



TOTAL DELTS HSTD3

HumanSport is so simple, intuitive and natural that it feels as if it were custom-built for each and every user. Seven cable-based machines with dual weight stacks provide a complete range of workouts for total body training. When paired with the provided programming designed by our Master Trainers, HumanSport makes a powerful addition to any facility.

Equipment shown in custom colors

| PRODUCT | DIMENSIONS | WHI | EELCHAIR ACCESSIBLE |
|-----------------|----------------------|-----|---|
| WIDTH | 29 IN (74 CM) | | 2:1 cable ratio for low starting resistance |
| LENGTH | 78 IN (198 CM) | | Fold away seat to allow for wheelchair access |
| HEIGHT | 64 IN (163 CM) | | Accessory handles are optimally placed for easy access while in the seated position |
| STACK WEIGHT | 2X 88 LBS (2X 40 KG) | | Weight stack utilizes LockNLoad switch technology for quick and easy weight selection even while seated |
| OVERALL WEIGHT | 600 LBS (273 KG) | | |
| SHIPPING WEIGHT | 787 LBS (357 KG) | | |

| ADJUSTMENTS & MOVEMENTS | | |
|--|---|--|
| USER DEFINED RANGE OF MOTION | Yes, foldaway seat for enhanced training options in the standing position. Multiple mid and low pulley shoulder options. Seated supported, seated unstable and standing positions can be utilized | |
| ASSISTED ADJUSTMENTS | No | |
| COLOR CODED PIVOT POINTS AND ADJUSTMENTS | N/A | |
| UNILATERAL OR BILATERAL MOVEMENT | Yes, Unilateral or bilateral use user defined | |
| CONVERGING OR DIVERGING MOVEMENTS | Yes, user defined | |
| PULLEY RATIO | 2:1 ratio | |

| FRAME SPECIFICATIONS & CABLE INFORMATION | | |
|---|--|--|
| STANDARD FRAME COLOR OPTIONS | Silver with wood trim, Black with carbon fiber trim | |
| STANDARD UPHOLSTERY COLOR OPTIONS | Black . | |
| FRAME FINISH | Electrostatic Powder coating | |
| CUSTOMIZABLE PAINT OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE UPHOLSTERY OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CUSTOMIZABLE BRANDING OPTIONS AVAILABLE | Yes with additional fees and extended lead times | |
| CABLE VS. BELT DRIVEN TRANSMISSION | 3mm cable driven | |
| BOLT DOWN LOCATIONS DEFINED | Yes | |
| INTEGRATED LEVELING SYSTEM | No, rubber feet for floor protection | |
| HARDWARE TYPE | Hex / Button Head | |
| TUBBING STYLE & THICKNESS | Modern blend of square and round tubing, Most are 3 or 2.5mm / 11 ga | |

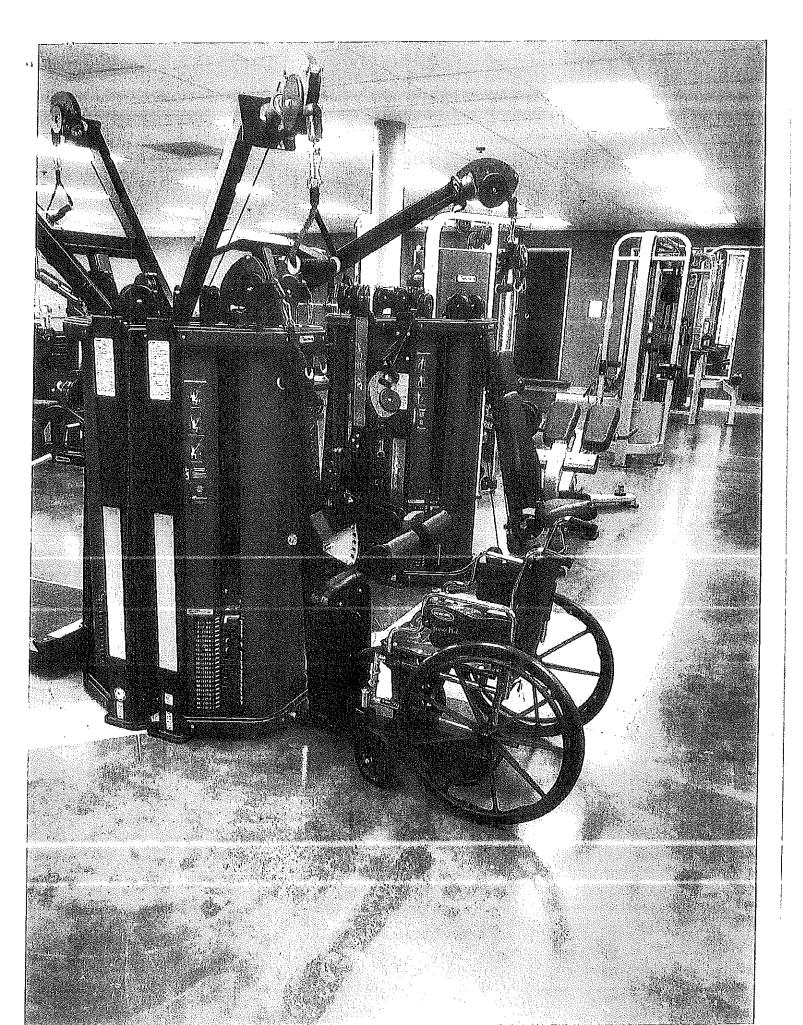
| | USER SPECIFIC INFORMATION | |
|---|--|--|
| STATIC PLACARDS | Start finlsh diagram | |
| MULTI-LANGUAGE PLACARDS OPTIONS AVAILABLE | Yes | |
| ANIMATED LENTICULAR | No | |
| SAFETY CATCH & STOPS | No | |
| WATER BOTTLE HOLDER | No | |
| PHONE HOLDER | No | |
| GRIP SPECIFICATIONS | Multiple accessory handle configurations with multiple D-rings to support varying levels of pre-stretch and modalities. Abdominal crunch straps can be used for overhead triceps extension | |
| FOOT PLATFORM | N/A | |
| CONTOURED PADS | Yes | |
| RESTRAINT SYSTEM | No | |

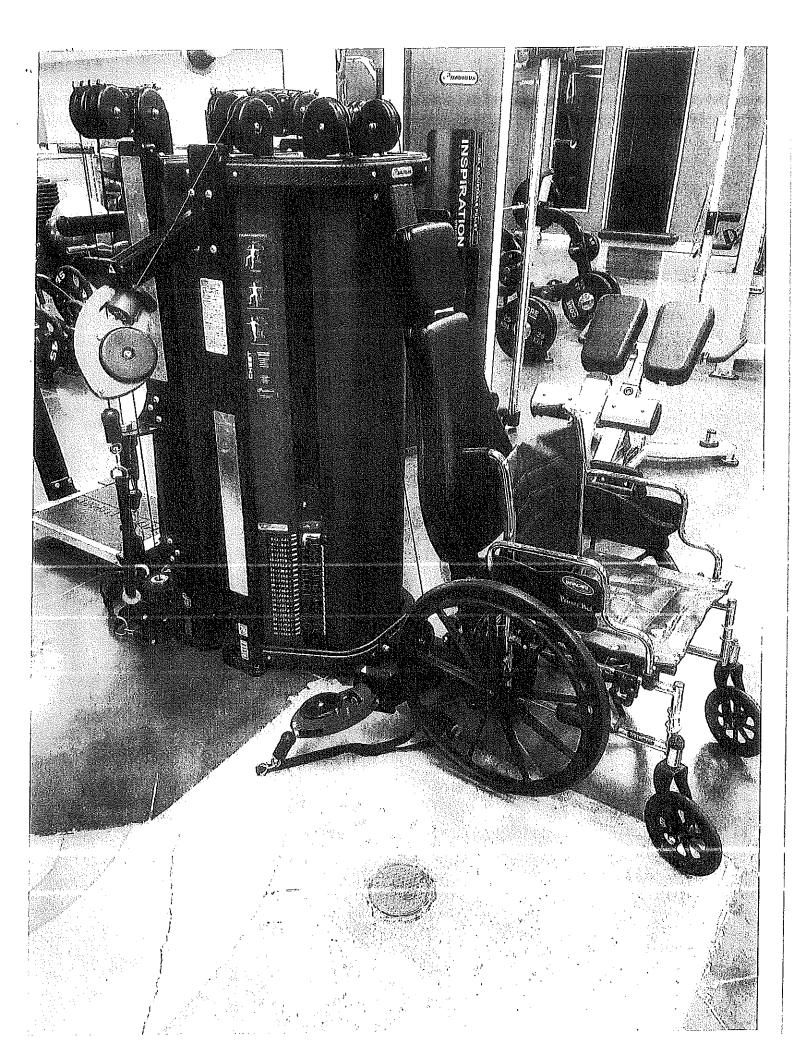
| | WEIGHT STACK SPECIFICATIONS |
|------------------------------------|---|
| TOTAL STACK WEIGHT | Stack Weight Capacity: 2x 88 lbs (2x 40 kg) |
| INCREMENTAL WEIGHT SYSTEM | No . |
| WEIGHT STACK TOWER HEIGHT | 65 in (165 cm) |
| PLATE LOADED | N/A |
| WEIGHT STORAGE SOLUTION | N/A |
| LNL TECHNOLOGY | Yes, standard |
| ADD-ON RESISTANCE AVAILABLE | No . |
| WEIGHT STACK SHROUD SPECIFICATIONS | Inside and outside steel shrouds. |

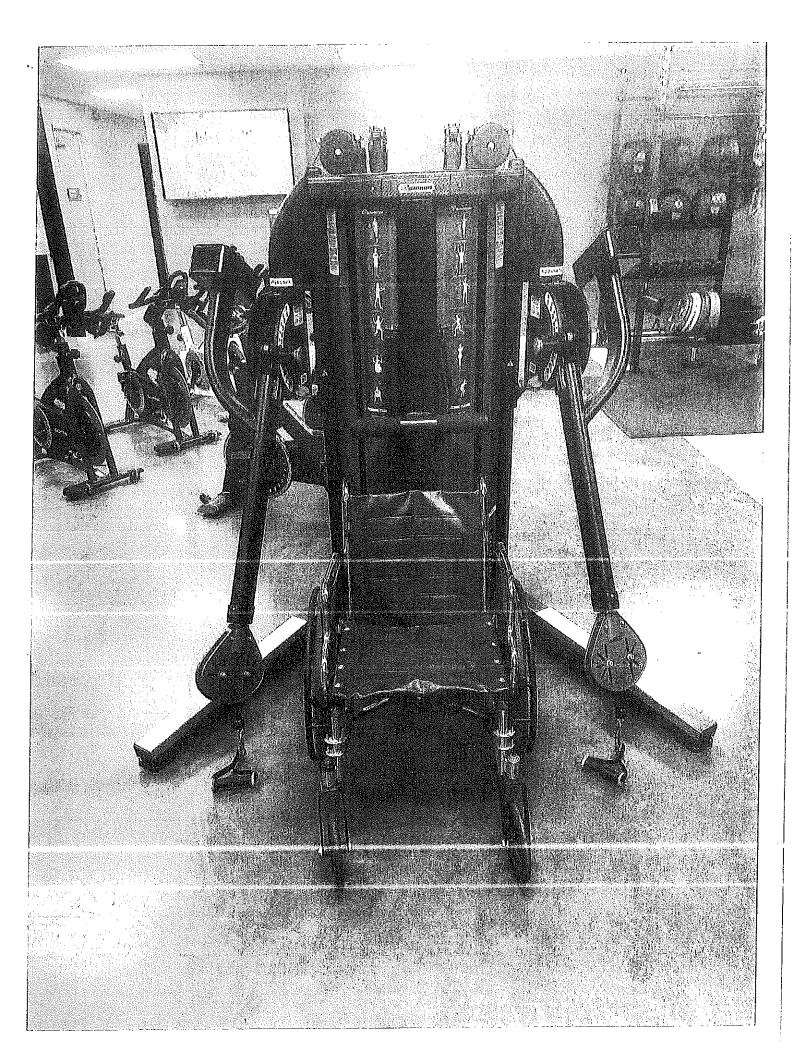
Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.



StairMaster SCHWINN NAUTILUS STAR TRAC







REQUEST FOR COUNCIL ACTION

FROM:

Medina Community Recreation Center

Committee: <u>Finance</u>

DATE:

November 2, 2021

SUBJECT: Purchase of ADA Swim Lifts (3)

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the purchase of three ADA Compliant Swim Lifts using American Rescue Plan Funds. This equipment will be replacing three units purchased in 2010 with CDBG grant funds. This equipment is used consistently by all types of persons with disabilities and is in need of being rebuilt or repaired often. Quote includes installation and anchors.

Estimated Cost:

\$16,175

Suggested Funding:

171-0356-53315 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.



O.P. AQUATICS Strongsvil

P.O. BOX 360660 22350 ROYALTON ROAD STRONGSVILLE, OH 44149 Phone: (440)238-2800



Invoice No.:

4078764-000

Date:

11/02/2021

Page:

1 1 of

Sold To:

CITY OF MEDINA **PARKS & RECREATION** 132 N. ELMWOOD MEDINA, OH 44258

Ship To:

MEDINA REC CENTER 855 WEYMOUTH ROAD MEDINA, OH 44256

P.O. No.:

QUOTE / LIFT

Phone:

(330)721-6900

Reference

Req. Date Ship Via SalesRep Order No./Rel. Customer No. Terms 06/09/2021 MRY MIKE Y. **OUR TRUCK** 4013350 4078764-000 **NET 30 DAYS** QUOTE ORDER - DO NOT PAY Extension Unit Net Price Ordered Shipped Back Description Product No. 4,350.00 EΑ 4350.00 1 *INV02394 F-SCTXL-LIFT SCOUT EXCEL SPA LIFT - 375LB CAP 8,570.00 4285.00 EΑ 2 2 F-MTY400 - LIFT MIGHTY 400 *INV01698 COMPETITION OR LEISURE POOL 400LB CAP. 255.00 85.00 3 3 EΑ F-808SA ANCHOR FOR SCOUT & *INV01494 MIGHTY LIFT, 1 EACH REQUIRED FOR EACH STATIONARY LIFT 2,000.00 EΑ 2000.00 1 **INSTALL 3 ADA LIFTS** *INSTALL Sub Total: 15,175.00 1,000.00 FREIGHT IN:

Total:

\$ 16,175.00

Item# F-MTY400

400 lb weight capacity Up to 12" deck to water

The new Mighty Lifts are UL Certified, ADA compliant lifts designed to provide versatility and accessibility solutions with greater water drafts and setbacks up to 44 inches.

The Mighty series features an adjustable height seat pole allowing 4" of additional adjustment in 2" increments.

In addition the Mightys' can rotate 360 degrees in either direction. Designed for in ground anchoring, the Mighty series will accommodate existing : "standard" Scout 2 and Revolution concrete anchors. Created for its adaptability, the Mightys' can be purchased with a pedestal for additional wall clearance or unusual gutter profiles. Pedestals come in 1', 2', 3', and 4' options.

The Mighty series ideal easy and affordable ADA compliance. US Patent Pending.

All lifts come standard in white with blue seat and footrest. Additional color options are available for both plastics and powder coat.

pedestal accessory

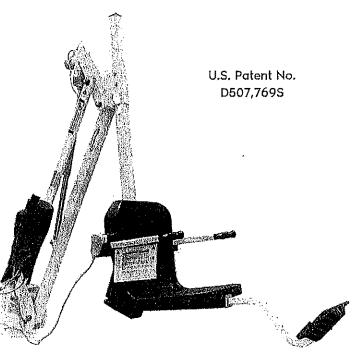
FEATURES:

- UL certified
- 400 LB weight capacity
- Up to 12" deck to water
- 360 degree rotation
- Setback up to 44"
- Adjustable seat height
- Direct drive rotation
- Flip-up armrests
- Stainless steel construction
- Durable powder coat finish
- Five year pro-rated electronics warranty
- Five year structural warranty









ACCENT COLORS

Available in a variety of accent and powder coat colors



*Blue seat standard (not a powder coat option)

OPTIONS/ACCESSORIES:

| F-808SA | Anchor kit, standard 1,9" ID x 6" deep | | | |
|------------|--|--|--|--|
| F-808SA-10 | Anchor, 10" for payers | | | |
| F-77SSA | Anchor, Semi-Recessed, Shallow Concrete | | | |
| F-MTLC | Cover, standard, blue | | | |
| F-MTLC-T | Cover, standard, tan | | | |
| F-MTLC-G | Cover, standard, gray | | | |
| F-422PLH-2 | Headrest | | | |
| F-LRB | Pull-out leg rest assembly (blue, tan, gray, | | | |
| | or white) | | | |
| F-048SCH | Solar charging station | | | |
| F-MTTC | Mighty series transport cart | | | |
| F-MTY1PD | Pedestal, I foot tall | | | |
| F-MTY2PD | Pedestal, 2 foot tall | | | |
| F-MTY3PD | Pedestal, 3 foot tall | | | |
| F-MTY4PD | Pedestal, 4 foot tall | | | |

PROUDLY SOLD BY:

THE SCOUTEXCEL

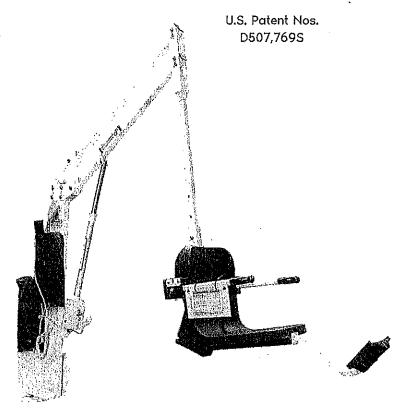


Item# F-SCTXL

The New Scout Excel pool lift is ADA compliant and UL Certified. It was designed to provide greater accessibility solutions with versatility, greater water drafts, and a setback up to 44 inches. Additional features of the new Scout Excel include an adjustable height seat pole, direct drive rotation, and it will accommodate most existing anchors by utilizing adapter sleeves. The optional pull-out leg rest may be used for greater clearance on raised pool and spa applications.

The Scout Excel is ideal for easy and affordable ADA compliance. Like all Aqua Creek lifts, the Scout Excel is constructed from all stainless steel with a durable powder coat finish in your choice of colors; standard white, gray, or tan. Seats and footrests are also available with color options in standard blue, white, gray, and tan.

Purchase the optional solar charging station to help extend the lift of your battery. The Scout Excel comes standard with the best warranty in the industry, a 5 year structural and 5 year prorated electronics warranty.



ACCENT COLORS

Available in a variety of accent and powder coat colors







*Blue seat standard (not a powder coat option)

OPTIONS/ACCESSORIES:

| F-808SA | Anchor kit, standard, 1.9" x 6" deep |
|------------|--|
| F-808SA-10 | Anchor kit, paver applications, 1.9" |
| | ID x 10" deep |
| F-842SWDA | Anchor kit, wood deck applications |
| F-77SSA | Anchor kit, semi-recessed, shallow concrete deck |
| F-450SSC | Cover, standard lockable, blue |
| F-450SSC-G | Cover, standard lockable, gray |
| F-450SSC-T | Cover, standard lockable, tan |
| F-422PLH-2 | Headrest |
| F-LRB | Pull-out leg rest assembly (blue, tan, gray, or white) |
| F-806SLS | Sling assembly |
| F-045SCH | Solar charging station |
| | |

Transport cart

F-814SCTC

FEATURES:

- UL Certified
- · 375 lb. (170 kg) weight capacity
- Setback range up to 44"
- 10" water draft
- · Adjustable seat pole
- Direct drive rotation
- Flip-up armrests
- · All stainless steel construction
- · Durable powder coat finish
- Rechargeable battery & wall mount charger
- Five year structural warranty
- · Five year pro-rated electronics warranty

PROUDLY SOLD BY:

FROM:

Medina Community Recreation Center

DATE:

November 2, 2021

SUBJECT: Purchase of NuStep Trainers

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the purchase of three NuStep T6 PRO Recumbent Cross Trainers using American Rescue Plan Funds. This equipment will be replacing three units that have reached their end of service life per NuStep. This equipment continues to be used by all types of persons with disabilities and serves our population of seniors and those with limited mobility. Requesting approval to apply a used equipment trade in discount of \$2,400.00 for the units listed below:

| NuStep T5 | Serial Number T5 101192 | 2009 |
|-----------|-------------------------|------|
| NuStep T5 | Serial Number T5 102264 | 2010 |
| NuStep T5 | Serial Number T5 102263 | 2010 |

Estimated Cost:

\$19,310.00

Suggested Funding:

sufficient funds in Account No.

171-0351-53315

transfer needed from Account No.

to Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

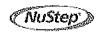
COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Nustep, LLC 5111 Venture Dr. Suite 1 Ann Arbor MI 48108 United States Quote 40105045

Quote #QUO5045

Quote Date: 9/30/2021 Quote Expires 12/30/2021

Customer Number: 116789 Customer Contact: Christy Moats Customer Phone: 330-721-6919

Customer Email: cmoats@medinaoh.org

Sales Rep Name: Erin Hoard Sales Rep Phone: 734-418-1817 Sales Rep Fax: 734-418-1881

Sales Rep Email: ehoard@nustep.com

Customer Notes

SBA shipping quote #1100016884

Bill To

Accounts Payable City of Medina 132 North Elmwood Ave PO Box 703 Medina OH 44258 United States Ship To

Medina Recreation Center 855 Weymouth Road Medina OH 44256 United States **TOTAL**

\$19,310.00

\$0.00

\$19,310.00

Terms Net 30 FOB

Destination, PPD & Add

Sales Rep

ehoard .

PO#

Shipping Method DTD w/Liftgate

Estimated Tax

Total

| Quantity | Item | Rate (USD) | Amount |
|------------------------------------|--|--|------------------------------------|
| 3 | 06001 T6 PRO Recumbent Cross Trainer | \$7,045.00 | \$21,135.00 |
| | Retirement Credit Retirement Credit \$800/unit | | (\$2,400.00) |
| nerve a some transfer a separation | and the second of the second o | the same of the relation of the same of th | a labor on a polar barron or delta |
| | | Subtotal | \$18,735.00 |
| | · | Shipping Cost | \$575.00 |

| X Signature | XDate | |
|--------------------------------------|-------|---|
| X | X | _ |
| NuCton LLC Authorized Penresentative | Date | |

Unless otherwise stated, terms are NET 30 from ship date. If payment is more than 15 days past due, a late fee of \$35 and interest in the amount of 1.5% per month will be charged, or, if less, the maximum rate of interest permitted under applicable law. For customers with a line of credit, balances not paid within 90 days will result in the loss of their line of credit. Non sufficient fund (NSF) fee is \$35.

NuStep® T6PRO and T6MAX

Recumbent Cross Trainer Specifications

Overall Features

- User controlled step length up to 8½" (21.5 cm)
- Machine footprint:
 - T6_{PRO} Machine: 28" x 73" (71cm x 185 cm)
 - T6_{MAX} Machine: 30" x 73" (76cm x 185 cm)
 - Required free area: 76" x 97" (193cm x 246cm)
- StrideLock® to immobilize arms and pedals
- Optional grab ring to support user during ingress / egress
- Easy startup with no button press required
- Built-in Transporter ball receiver
- Step-through height of 3" to 4" (8 to 10cm)
- Fits users from 4'6"-6'7" (137-200cm) in height
- User weight capacity 500 lbs. (227kg)
- Latex free construction

Display

- Easy-to-use one button quick start & reset
- 10" & 7" diagonal color touch screen display
- · Admin Settings option to customize default settings
- Heart rate monitoring
- Provides seat position readout on screen
- Audible feedback with volume control
- 3 Minute console shut-down + Extended Pause option
- USB port for Data Logging and software updates
- Provides workout tracking by user with iOS & Android Apps
- · Workout Apps: Pace Partner, Quick Start, Charting

Seat

- Seat adjustment along the rail of 18" (46 cm)
- Seat cushion height of 21½" 24" (55 cm 61 cm)
- Seat width: standard = 18" (46cm), wide = 22" (56cm)
- 360° ball bearing swivel seat which locks every 45 degrees
- Integrated sturdy armrests to support user during ingress / egress
- Large non-handed accessible rail / swivel adjustment levers
- Ergonomically designed with high 19 1/2" (50 cm) contoured back
- Easy-to-clean heavy-duty vinyl seat covering
- Integrated water bottle holder
- 12° seatback recline adjustability

Frame, Rail & Covers

- Heavy-duty welded steel frame
- Rust resistant coatings on all parts
- Stable, 5-point contact with floor; including two leveling feet
- Strong, high-impact polystyrene easy-to-clean covers

Arms and Handles

- Anodized aluminum arms with rubber handgrips
- Handle adjustment of 18" (46 cm)
- Clamshell style upper arm lock
- 40° rotational hand grip adjustment



Drivetrain / Resistance System

- Instant freewheel capability
- 15 workload levels
- Brake-resistance range of 0 -1400 watts
- · Smooth stepping motion
- Quiet, high-performance poly-v and timing belts
- Durable maintenance-free sealed roller bearings
- 90W AC Adapter power

Foot pedals

- · Durable molded plastic pedals with non-slip insert
- 4-bar linkage to stabilize pedal angle through stepping range
- Slip resistant pedal heel cup
- Foot Secure System

Unit Dimensions

| | | Unit only | Fully Pkg. |
|---|------------------------|------------------|-------------------|
| • | Length | 73" (185 cm) | 77" (196 cm) |
| • | Width | 30" (76 cm) | 30 ½" (77 cm) |
| • | Height | 52" (117 cm) | 55" (132 cm) |
| • | T6 _{PRO} Wt.2 | 85 lbs. (129 kg) | 389 lbs. (176 kg) |

T6_{MAX} Wt.285 lbs. (129 kg) 389 lbs. (176 kg)

Warranty and Quality

- Limited 10-year frame, 3-year parts and 1-year labor warranty (US and Canada)
- Patents 6,042,518; 6,361,479; 6,666,799; 7,775,942, D610,635 and patents pending

Directives and Standards

EN20957-1:2013 Class SB; EN 55011:2009/A1:2010 Group1; EN60601-1:2006; EN60601-1-2:2007; EN957-8:1998



NuStep, LLC / 5111 Venture Drive, Ste 1 / Ann Arbor, MI 48108

800.322.2209 / NUSTEP.COM

October 1, 2021

Dear Valued Customer,

You may recall that in fall 2019, we sent notification that product support was ending for TRS 4000 Recumbent Cross Trainers manufactured between February 1999 to December 2004 with a serial number range falling between 411001 and 428326.



NuStep, LLC is implementing end of service life for additional cross trainers. Any TRS 4000 Cross Trainer with a serial number range extending to **452796** is no longer eligible for service parts, troubleshooting assistance or product support information.

UNITS NO LONGER SUPPORTED: TRS 4000 Recumbent Cross Trainers serial numbers 411001 thru 452796

Providing outstanding product support is a priority at NuStep, so this decision was not easy. However, it became necessary due to incremental design changes, spare parts availability and obsolescence issues since your unit was manufactured.

Considering this change, we are offering an \$800 trade-in credit for T6, a \$400 credit for any T5 model, or a \$200 credit to trade-up to a T4r. This credit will be available through December 31, 2021.

ELIGIBLE TRADE-IN VALUE: \$200 - \$800 valid until September 30, 2021

If you have any questions or concerns, please contact our sales team at 800.322.2209. Please share this important information with other staff members who should be aware of this notification in order to implement a phase-out plan.

Thank you for your continued patronage.

Sincerely,

Tobey Thelen Vice President, Marketing & Product Development NuStep, LLC No. <u>RCA 21-219-11/8</u>
Committee: <u>Finance</u>

REQUEST FOR COUNCIL ACT

FROM:

Jansen Wehrley 5000

DATE:

November 2, 2021

SUBJECT: Miracle League of Northeast Ohio- Field Expansion Project

SUMMARY AND BACKGROUND:

The Parks Department respectfully request Council to approve the Miracle League of Northeast Ohio Field Expansion Project. The Miracle League has a Ground Lease with the City of Medina that was executed on 12/15/2015. The initial lease term is for a period of ten years with an option to renew the lease for and additional ten years (Ordinance 153-15) The mission of the Miracle League is to provide recreational support and opportunities for individuals with physical and mental disabilities.

In 2015, the Miracle League resurfaced 7,794 square feet of the infield at Sam Masi Park with poured in place rubberized surfacing to help accommodate wheel chairs, other walking devices, and to help prevent injuries at a cost of approximately \$54,000. The proposed Field Expansion Project involves finishing the outfield, construction of a new homerun fence, and creating a memorial within the existing field area of the Ground Lease. The total project estimate is approximately \$131,450.00.

Please see Article 5 Additional Consideration of the ground lease (attached). This article allows new construction, modifications, and alterations to the premises and facilities during the term of the agreement as long as it is approved in writing in advance by the City of Medina. Provided that the Miracle league pays for the improvements and complies with the terms and intent of the agreement.

The Miracle League has already began fundraising for this project and has secured approximately \$75,000.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

to Account No.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



October 19, 2021

Dear Mayor Hanwell and the Medina City Council;

The Miracle League of Northeast Ohio Board is requesting an addendum to our lease agreement with the City of Medina. This addendum would allow us to construct an outfield surface to match the infield surface that is in place, to install a permanent, 4' chain link home run fence and a 12' diameter memorial area outside the home run fence. These new additions would be located on our Miracle League Field at Sam Masi Park. We have full intentions of paying for all expenses involved in preparing the site, laying a concrete base, installing a rubberized pour-on surface along with fencing and a memorial structure. We also agree to maintain all of these new additions. We have included with this request a site plan and quotes showing projected expenses. We believe that these additions will enhance our mission by making our baseball field more accessible to all players, especially those with wheelchairs and walkers.

We appreciate your time in considering our request.

Sincerely,

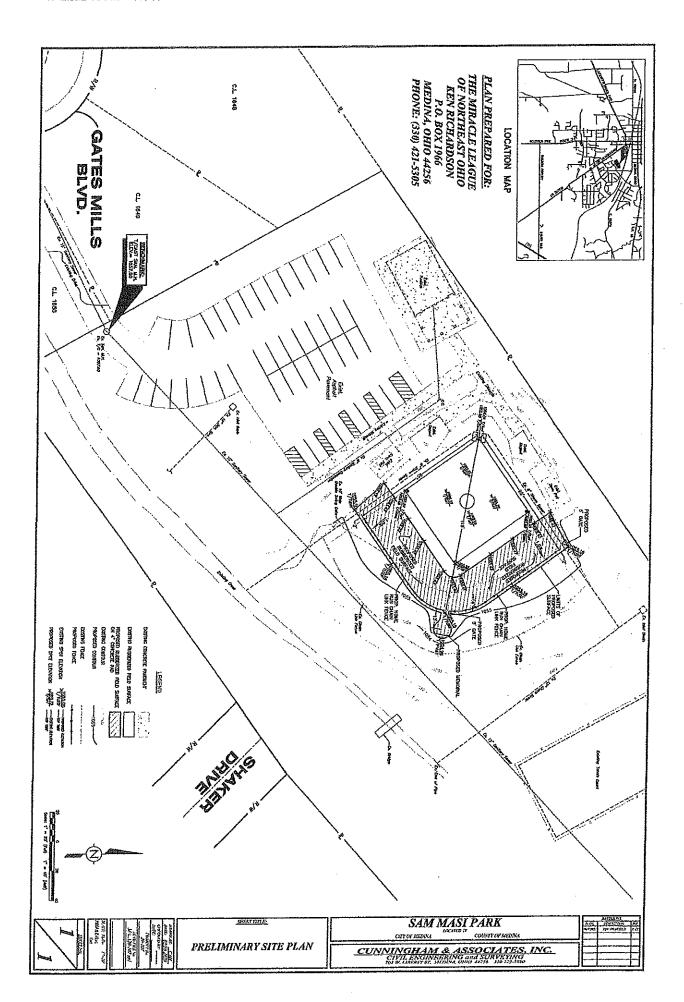
Ken Richardson

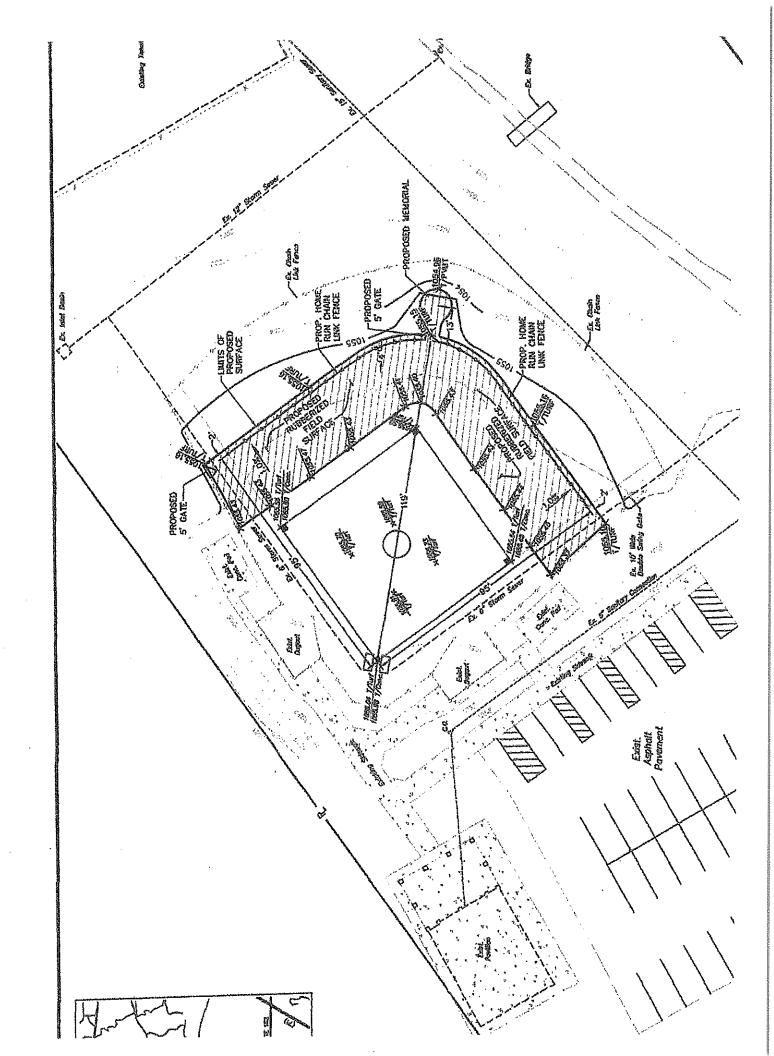
President

Miracle League of Northeast Ohio

Board Members: Mike Rubino, Sherri Becker, Michelle Connors,

Bob Grady, Shane Schirmer and Steve Mueller





The Miracle League of Northeast Ohio's 2022 Field Expansion Project

The purpose of this project is to finish our field at Sam Masi Park. Currently, the outfield has a natural grass surface that cannot accommodate all our players special needs. Today we're seeking funds to remove the grass and install a rubberized surface to match the existing surface of the infield. Upon completion, we will have a fully functioning field that will allow all our players, including those with wheelchairs and walkers to utilize the whole field while playing the great game of baseball!

Estimated Project Costs

| Rubberized Pour-on Surface: | \$45,000.00 |
|-------------------------------------|-------------|
| Construction Excavation & Concrete: | \$57,500.00 |
| Fencing: | \$10,000.00 |
| Player/Coach Memorial: | \$ 5,000.00 |
| Engineering Plans and Permits: | \$ 2,000.00 |
| Contingency (10%) | \$11,950.00 |
| Applitting array is a ray | |

Total Estimated Costs: \$131,450.00

The Miracle League Board operates responsibly to fund our operating, equipment and event costs. Through our annual golf outing, generous donations and sponsorships, the league is funded on a solid financial basis into the near future. We are prepared to commit up to \$70,000 to this project from these funds depending upon the success of our fundraising. We're seeking support from you to help us make this exciting improvement to our facility a reality. Please consider being a part of our project to make the Miracle League Field at Sam Masi Park accessible to ALL our players.





Cunningham & Associates, Inc. Civil Engineering and Surveying 203 W. Liverty St., Medina, OH 44256





H S H Construction And Excavating, Inc

PO Box 150 Wadsworth, OH 44282 US dan@hshexcavatinginc.com



Estimate

| ADDRESS Miracle League NE Ohio PO Box 1966 Medina 44256 | | SHIP DATE | 12/20/2019 | ESPEATE OVER EXPIRATION OVER | m197 09/06/2021 12/31/2021 |
|---|--|------------------|------------|---------------------------------------|----------------------------------|
| | DESCRIPTION | ¥ | QTY | RATE | AMOUNT |
| Excavation | Place and compact approx 110 ton of #3 under concrete slab. | 04 limestone for | 50 | 32.00 | 1,600.00 |
| Concrete | Form and pour 4" thick concrete pad. 550 | 00 Sq ft | 5,500 | 8.50 | 46,750.00 |
| Excavation | Install approx 300 If of 4" perforated pipe new infield expansion. | around outside o | f 300 | 9.00 | 2,700.00 |
| Excavation | Finish grade aroun new infield and seed | and straw. | 1 | 4,000.00 | 4,000.00 |
| Excavation | Excavate 6" of topsoil and truck off site. A | pprox 5500 Sq F | 7) 150 | 16.00 | 2,400.00 |
| | · | TOTAL | • | | \$57,450.00 |

Accepted By

Accepted Date



SURFACEAMERICA'

Recreational & Athletic Surfacing for Maximum

Performance

Quote Number: 88805

Surface America, Inc. PO Box 157 Williamsville NY 14231

Phone: (800) 999-0555 Fax: (716) 632-8324

Page:

1 of 1

Quote To:

General Contractor

Date: 9/13/2021

Expires: 1/11/2022

Project: Miracle League - Northeasst Ohio

(Outfield Only)

Attn:

Description:

Surface America's EverTop Miracle League System: Nominal 1/2" thick poured rubber system (outfield only). Includes aliphatic binder. Includes freight.

QUOTE

United States Dollar

Line

Part

Description

Rev

Drawing

1 SYS-015 System, Miracle League EverTop

001

Sales Category

Quantity

Unit Price

Net Price

Installed

5,000.00SF

9.00 /1

\$45,000.00

Line 1 Subtotal:

\$45,000.00

- 1. Sub-base needs to be asphalt or concrete with 1%-2% slope to allow for positive drainage. Surface can't be installed over stone.
- 2. Any logos will be priced separately and are not included in above price.
- 3. Any site work other than the installation of the EverTop system is to be done by others.
- 4. System is quoted from the specifications (poured rubber EverTop system).



| | "The Fence Professionals" WWW.Pffence.com Serving Your Community Since 1988 |
|--|--|
| | KXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| Tence IIC. | The state of the s |
| 8885 State Route 14 • Streetsboro, CH 44241 1-800-760-5170 • (330) 626-5170 • (216) 663-0979 • Fax (330) 626-3331 | |
| Proposal Submitted to: KEN RICHARDSON Date: | |
| MIRACLE LEAGUE NE OHIO 10/25/21 | Y AOT |
| Street: | 3 84 84 |
| 612 GATES MILLS BLVD. City: State: Zip: | \$ * * * * * * * * * * * * * * * * * * * |
| MEDINA OH | Proposed |
| Home Phone: Work Phone: Email: | & New Fence |
| 330 ~ 421 ~ 5305 | \} |
| FENCE SPECIFICATIONS | K X |
| Chain Link Wood / Treated or Cedar | \(\frac{\chi}{2}\) |
| Height Style Style Gate Posts Gate Posts | \$ |
| Gate Posts 3"1640 Stringers | & Existing |
| Line 2 CLUB Pickets | Fence |
| Footers | y |
| Circle One: | |
| Q The us | and the control of the first of the control of the |
| Footers: Concrete | *ANY FOOTAGE OVER OR UNDER CONTRACT AMOUNT WILL BE CHARGED OR CREDITED AT EXISTING RATE.* |
| Bottom Wire YES 9 LA SMOUTH | |
| Concrete Cuts: Yes / (No Asphalt Cuts: Yes / | |
| Tear Out: Yes / 160 Haul Away: Yes / 160 | Clear Fence Lines: Yes / 100 |
| YELLOW SAFERY CAP ON | OF , 4' HIGH ALL BLACK VINY! |
| 6ATE, \$9,200 1 | |
| | |
| | |
| | . Acc. |
| | |
| • | 1.00 Market 1990 |
| | |
| • | - |
| Buyers Right To Cancel: You (the buyer) may cancel this transaction at any time prior to | o midnight of the third business day after the date of this transaction. |
| We Propose Hereby to furnish materials and labor complete in accordance with above spe | |
| Acceptance of Proposal: The above prices, specifications, and conditions are satisfactor Payment will be made as outlined above and you agree to the terms and conditions listed on the only when signed by an officer of the company. | or and are hereby accepted. R & T Fence Co. Inc. is authorized to do the work as specified. |
| Acceptance of Proposal: The above prices, specifications, and conditions are satisfactor Payment will be made as outlined above and you agree to the terms and conditions listed on the only when signed by an officer of the company. | ry and are hereby accepted. R & T Fence Co. Inc. is authorized to do the work as specified. back page of this proposal. This proposal is binding on R & T Fence Co. Inc. |
| Acceptance of Proposal: The above prices, specifications, and conditions are satisfactor Payment will be made as outlined above and you agree to the terms and conditions listed on the only when signed by an officer of the company. Signature: R & T Fence Co. Inc. / Salesperson: | ry and are hereby accepted. R & T Fence Co. Inc. is authorized to do the work as specified. back page of this proposal. This proposal is binding on R & T Fence Co. Inc. Date: Date: |
| Acceptance of Proposal: The above prices, specifications, and conditions are satisfactor Payment will be made as outlined above and you agree to the terms and conditions listed on the only when signed by an officer of the company. Signature: R & T Fence Co. Inc. / Salesperson: R & T Fence Co. Inc. / Officer: | ry and are hereby accepted. R & T Fence Co. Inc. is authorized to do the work as specified. back page of this proposal. This proposal is binding on R & T Fence Co. Inc. Date: Date: |
| Acceptance of Proposal: The above prices, specifications, and conditions are satisfactor Payment will be made as outlined above and you agree to the terms and conditions listed on the only when signed by an officer of the company. Signature: R & T Fence Co. Inc. / Salesperson: R & T Fence Co. Inc. / Officer: | ry and are hereby accepted. R & T Fence Co. Inc. is authorized to do the work as specified. back page of this proposal. This proposal is binding on R & T Fence Co. Inc. Date: Date: |

ORDINANCE NO. 153-15

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF MEDINA AND THE MIRACLE LEAGUE OF NORTHEAST OHIO, INC. FOR THE MEDINA LIONS FIELD AT SAM MASI PARK.

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

- SEC. 1: That the Mayor is hereby authorized to execute a Ground Lease Agreement between the City of Medina, Ohio and the Miracle League of Northeast Ohio, Inc. for the Medina Lions Field at Sam Masi Park.
- SEC. 2: That Resolution No. 60-02, passed April 22, 2002 is hereby modified to reflect the duties and obligations as set forth in the Ground Lease Agreement which is marked Exhibit A, attached hereto and incorporated herein.
- SEC, 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

| PASSED: | December 14, 2015 | SIGNED: | John M. Coyne, III President of Council |
|---------|---|-----------|---|
| ATTEST: | <u>Kathy Patton</u> Clerk of Council | APPROVED: | December 15, 2015 |
| | | SIGNED: | Dennis Hanwell Mayor |

STATE OF OHIO

COUNTY OF MEDINA

GROUND LEASE

This GROUND LEASE AGREEMENT is entered into by and between THE CITY OF MEDINA, a municipal corporation organized and existing under the laws of the State of Ohio, (herein called the "City"), located at 132 N. Elmwood Avenue, Medina, Ohio 44256 and MIRACLE LEAGUE OF NORTHEAST OHIO, INC., a non-profit company organized and existing under the laws of the State of Ohio (herein called the "Miracle League"), located at P.O. Box 1966, Medina, Ohio 44256

RECITALS

WHEREAS, the mission of The Miracle League is to provide recreational support and opportunities for individuals with physical and mental disabilities (hereinafter referred to as "special needs"; and

WHEREAS, the Miracle League constructs special recreational facilities known as "Miracle League Fields" on which individuals with special needs compete; and

WHEREAS, the Miracle League Fields are custom-designed facilities incorporating cushioned synthetic turf that accommodate wheelchairs and other walking devices and help prevent injuries; and

WHEREAS, the Miracle League allows those individuals with specials needs to participate in an organized recreational program just like their brothers, sisters and friends; and

WHEREAS, the Miracle League agreed to provide the equipment and the funds with which to construct the Miracle League Field and facility in Medina; and

WHEREAS, the Mayor and City Council of the City of Medina, Ohio, recognizes that the endeavors of the Miracle League will enrich the lives of the individuals with special needs as well as their families and their communities and will promote the public health, safety and welfare of its citizens; and

WHEREAS, the organized recreational program in which individuals with special needs will participate shall be known and referred to as the "Miracle League of Northeast Ohio".

NOW, THEREFORE, for and in consideration of the mutual covenants, representations and agreements contained herein, City and the Miracle League hereby covenant and agree as follows:

1. <u>LEASED PREMISES</u>. For and in consideration of the covenants contained in this Lease, the City does hereby lease to the Miracle League for the purposes stated herein a parcel of real property located at Sam Masi Park, Medina, Ohio more particularly described as follows (hereinafter referred to as the "Premises"):

An area at the Sam Masi Park consisting of not less than 22,000 sq. feet suitable for baseball activities; said area including the playing field and the dugouts and foul areas designated by the City and agreed to by the Miracle League; the same being depicted on Exhibit "A" which is attached hereto and incorporated herein by reference.

It is further acknowledged and agreed that the support facilities located at Sam Masi Park, such as the pavilion, restrooms, playground, etc. are not a part of the leased premises and may be used by the City in conjunction with its operation of the Sam Masi Park.

- 2. <u>USE OF PREMISE</u>. The Miracle League shall use the premises to provide recreational support and opportunities for individuals with special needs through an organized recreational program known and referred to as the "Miracle League of Northeast Ohio"; provided, however, that the City reserves and shall have the right to advertise and promote the Medina Lions Miracle League Field. The use of Medina Lions Field by Individuals or organizations other than the Miracle League would be inconsistent with the purpose for which the field was built.
- CONSTRUCTION. The Miracle League will resurface 7,794 sq. feet of the Medina 3. Lions Miracle League Field and install an announcer's booth on the premises in accordance with plans and specifications submitted to the City. Prior to the commencement of construction of any of the premises the Miracle League will provide the City with initial plans and specifications related to such construction. Within thirty (30) days after receipt of such plans and specifications by the city, the city will review such plans and specifications and notify the Miracle League if such plans and specifications are approved, which approval shall not be unreasonably withheld. Further, any material changes to the plans and specifications previously approved in accordance with this section shall be subject to the same approval requirements set forth herein. Commencement of work on the project shall not begin until the Medina City Engineer approves the construction plans and specifications. Commencement of work on this project shall not commence until complete funding for the project is in place and ready and available to pay for the project. Upon completion of the construction on the Medina Lions Miracle League Field, the Medina Lions Miracle League Field will meet and satisfy the project specifications and plans and specifications approved in accordance with this Section in all material respects. The parties agree that the City shall have no financial responsibility with respect to the construction, operation, or maintenance of the Medina Lions Miracle League Field unless otherwise noted in this Agreement.

It is further acknowledged that the Miracle League shall pay all costs and expenses to construct the Miracle Field and discharge any liens arising, should they arise, with respect to any equipment or personal property on or part of the premises due to the neglect or omission of the Miracle League.

- 4. RENT. The Miracle League shall pay to the City for the use of the Premises the sum of One Dollar (\$1.00) per year and provide such additional consideration as set forth herein.
- 5. <u>ADDITIONAL CONSIDERATION</u>. The Miracle League agrees that it will: (1) pay for and construct upon the Premises a custom-designed baseball sports facility for use by individuals with special needs, and for no other purpose without the written consent of the City indorsed on this Lease; (2) operate on the Premises a recreational program that will allow those individuals with special needs to participate in an organized recreational program; (3) pay for and provide all equipment and other improvements necessary for the operation of the above described program and to comply with the terms



and intent of this agreement; and (4) provide all services and pay all expenses incidental to the operation of the program; provided, however, all new construction, modifications, and alterations to the premises and any facilities located thereon during the term of this Agreement must be approved in writing in advance by the City, which approval shall not be unreasonably withheld.

- 6. <u>BOND.</u> The Miracle League agrees to provide to the City of Medina and shall maintain through all phases of construction a performance bond to assure proper completion of the construction project described herein; the bond shall be for an amount determined to be reasonable by the Medina City Engineer. The City of Medina shall approve the bond prior to the commencement of the project.
- 7. MECHANICS LIEN. Any mechanics lien filed as against the property owned by the City of Medina for work claimed to have been done or materials claimed to have been furnished to the Miracle League shall be discharged and paid in full by the Miracle League within 30 days of the filing of the lien. The lien may be paid by the Miracle League or paid by the bonding company retained by the Miracle League or as provided or required by law or in any other lawful manner.
- 8. <u>LEASE TERM</u>. The Miracle League's right to use the Premises as provided for herein shall be for the initial period of ten (10) years.
- g. RENEWAL TERM. Provided the Miracle League has fully complied with all of the terms, provisions, and conditions on its part to be performed under this agreement and is not in default under this Agreement, the Miracle League shall have the option to extend the Term of this Agreement for one (1) additional period of ten (10) years, and upon the same covenants and agreements as are herein set forth. Said renewal shall be automatic at the sum of \$1.00 unless the Miracle League, one month prior to the expiration of the original Term, provides a written notice not to renew this agreement.
- 10. <u>SURRENDER OF THE PREMISES</u>. The Miracle League shall quit and surrender the Premises and all permanent equipment, fixtures and improvements located on and in the Premises upon demand of the City as provided above in the same condition as at the date of the commencement of this Agreement, ordinary use and wear excepted.
- 11. <u>FURNISHING OF SERVICES</u>. The City shall be responsible for furnishing no services except the following:

The City will perform routine services on the leased premises in picking up trash, mowing the outfield, and maintaining the area around the field in a reasonably clean condition.

- 12. <u>RULES AND REGULATIONS</u>. The Miracle League shall abide by and conform to all rules and regulations adopted or prescribed by the City for the operation and management of the Premises including but not limited to the City's Sports Field Regulations. The Miracle League shall coordinate the scheduling of all events through the City's Parks and Recreation Director.
- 13. <u>INDEMNIFICATION</u>. The Miracle League covenants and agrees that it will protect and save and keep the City forever harmless and against and from any penalty or damages or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the Miracle League or those holding under the Miracle League, and that the Miracle League will, at all times, protect, indemnify

and save and keep harmless the City from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save and keep harmless the City against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of the Miracle League in any respect to comply with and perform all the requirements and provisions of this lease and construction agreement.

The Miracle League covenants and agrees that it shall indemnify the City and save the City harmless from any and all claims and judgements for injury to or death to persons (including costs of litigation and attorney fees) made or obtained against the City by third parties, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Ground Lease. The provisions of this Section 13 shall not include claims arising as a result of the willful actions or negligence of the City, its employees or agents.

- 14. <u>COMPLIANCE WITH LAW</u>. The Miracle League shall comply with all applicable laws and rules and regulations, including but not limited to, the City of Medina Codified Ordinances, and will not do or allow to be done anything on the Premises during the term of this Agreement in violation of any such laws, ordinances, rules or regulations.
- during the lease term, and furnish the City with a Certificate of Insurance evidencing that the Miracle League has insurance coverage of not less than bodily injury Five Hundred Thousand Dollars (\$500,000.00) each person, One Million Dollars (\$1,000,000.00) aggregate and property damage, Five Hundred Thousand Dollars (\$500,000.00) each occurrence, One Million Dollars (\$1,000,000.00) aggregate naming the City of Medina as additionally insured. In addition, the Miracle League shall acquire, maintain, keep in full force and effect during the lease term, and furnish the City with a Certificate of Insurance for the replacement value of the playing surface and the facilities constructed on the leased premises naming the City as additionally insured.

16. DAMAGE TO PREMISES.

- A. If the Premises, or any part of the Premises, or any equipment located on the Premises during the term of this Agreement shall be damaged by the act, default, or negligence of Miracle League, or of its agents, employees, patrons, guests, or any person admitted to the Premises by the Miracle League, the Miracle League shall have a reasonable period of time to cure said damage. If the damage is not cured within a reasonable period of time, the Miracle League will pay to the City upon demand such sum as shall be necessary to restore to its present condition, the Premises or equipment contained in or on the Premises.
- B. The Miracle League assumes full responsibility for the character, acts, and conduct of all persons admitted to the Premises by the consent of the Miracle League, or by or with consent of any person acting for or on behalf of the Miracle League.
- C. All equipment entrusted to the care of Miracle League or on the Premises during the term of this Agreement which shall become lost, stolen, or disappear shall be the sole responsibility of the Miracle League. It shall be the responsibility of the Miracle League to pay full replacement costs for such lost, stolen or missing property.

- 17. <u>ASSIGNMENT:</u> The Miracle League shall not assign this agreement nor allow any use of the premises other than as specified in this agreement.
- 18. <u>OTHER USES</u>. The Miracle League understands and agrees that during the term of this Agreement, it may not use or cause to be used any part of the Premises for any use other than that stated in this Agreement.
- 19. BOARD OF DIRECTORS. During the term of this Lease, the Miracle League agrees that the City shall have the right to appoint not less than twenty-five percent 25% of the members to the Miracle League Board of Directors.
- 20. ENTIRE AGREEMENT: This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
- 21. <u>MODIFICATION</u>. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 22. <u>WAIVER</u>: Waiver by the Commission of any breach of any covenant or duty of the City under this agreement is not a waiver of a breach of any other covenant or duty of the City, or of any subsequent breach of the same covenant or duty.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date and year first above written.

THE MIRACLE LEAGUE OF NORTHEAST OHIO, INC.

By Kenneth S. Richardson

Its:

ATTEST:

Tte:

THE CITY OF MEDINA OHIO

By: Mayor Dennis Hanwell
Its: Mayor

| 2-15-2015

ATTEST:

-6-



04/2021 11/2/2021

REQUEST FOR COUNCIL ACTION

FROM: Nino Piccoli Service Director

DATE: November 2, 2021

SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

No. <u>RCA</u> 21-200-11/8 Firance

Respectfully requesting Council's authorization for a Purchase Order for Mason Custom Builders in the amount of \$42,274.00. This project is in conjunction with the phase II City Hall HVAC project which began in 2020. The current ceiling will be removed in a large area of the Rotunda while replacing four large VAV boxes. The new ceiling will be Millenia 2X2 reveal tile with 15/16" white grid in the main open area, public corridors, and public vestibules. The existing HVAC fixtures will be lowered to the new grid. Additionally, new 2X2 LED lights will be installed at all lighting areas. Funding for this project will be provided from the American Rescue Plan Act.

Suggested Funding: \$42,274

- Sufficient funds in Account No. 171-0743-53322
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Jansen Wehrley

DATE:

FROM:

November 2, 2021

SUBJECT: Amend Ordinance 943.09 Special Lot Endowment Fund

SUMMARY AND BACKGROUND:

The Cemetery Department respectfully requests Council to amend Ordinance 943.09 the Special Lot Endowment Fund for the Spring Grove Cemetery. The Cemetery Commission at the regularly scheduled meeting on 11/2/21 recommended this Amended Ordinance.

AMENDED ORDINANCE:

943.09 SPECIAL LOT ENDOWMENT FUND.

Specially endowed lots shall no longer be available for purchase after 12/31/21. Specially endowed lots purchased prior to 12/31/21 shall continue to receive special care. Special care of endowed lots shall include one decoration for Memorial Day and one winter wreath each Christmas.

*Pending approval from the Law Director.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

to Account No.

Date:

CURRENT

943.09 SPECIAL LOT ENDOWMENT FUND.

Lots may be specially endowed and the income from the amount paid shall be used for special care of such lots. The income from the amount paid to specially endow a lot shall be used for one planting each Memorial Day and one winter wreath each Christmas, and shall not be less than one thousand dollars (\$1,000.00). (Ord. 25-05. Passed 2-14-05.)

No. RCA 21-229-11/8 Committee: Firance

FROM: Dennis Hanwell DATE: November 3, 2021

SUBJECT: Health Insurance with Medical Mutual of Ohio

SUMMARY AND BACKGROUND:

Respectfully request Medina City Council to authorize the Mayor to sign the necessary contracts and forms to renew health insurance for the City with Medical Mutual of Ohio for the calendar year 2022. (See attached documents)

*Respectfully request approval at Finance Committee Meeting on 11/8/21 and Council approval without the emergency clause on 11/22/21.

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:



August 13, 2021

ELIZABETH BROWN CITY OF MEDINA 132 N ELMWOOD AVE MEDINA, OH 44256

Subject:

Group #:

778236

Renewal Date:

01/01/2022

Dear Group Official,

Thank you for allowing us to provide your employees with valuable group insurance protection during the past year. We have completed a comprehensive review of your benefit plan to determine the appropriate premium rates for your upcoming renewal effective 01/01/2022. Our review included an analysis of your group's demographic information, industry classification, and overall benefit package to establish your renewal rates illustrated below.

| Benefit | Current Rates | Renewal Rates | |
|--|-------------------|-------------------|----------------------------|
| Basic Life Basic AD&D | \$0.222 \$0.02 | \$0.222 \$0.02 | per \$1,000 per \$1,000 |
| Supplemental Life – Dependent Child(ren) | \$0.17 | \$0.17 | per \$1,000 |

Benefit

Supplemental Life - Employee and Dependent Spouse

| Age Brackets | Current Rates | Renewal Rates | |
|---------------|---------------|---------------|-------------|
| Under 20 | \$0.07 | \$0.07 | per \$1,000 |
| 20 - 24 | \$0.07 | \$0.07 | |
| 25 - 29 | \$0.07 | \$0.07 | |
| 30 - 34 | \$0.08 | \$0.08 | |
| 35 – 39 | \$0.10 | \$0.10 | |
| 40 - 44 | \$0.18 | \$0.18 | |
| 45 – 49 | \$0.33 | \$0.33 | |
| 50 - 54 | \$0.52 | \$0.52 | |
| 55 <i></i> 59 | \$0.86 | \$0.86 | |
| 60 - 64 | \$1.22 | \$1.22 | |
| 65 - 69 | \$2.11 | \$2.11 | |
| 70 - 74 | \$3.15 | \$3.15 | |
| 75 and over | \$5.75 | \$5.75 | |
| | | | |



Subject:

Group #:

Renewal Date:

778236 01/01/2022

Page 2

Based on your current benefit plan, your renewal rate[s] are guaranteed until 01/01/2024.

Thank you for choosing MedMutual Life Insurance Company and we look forward to serving the insurance needs of you and your employees in the future.

If you have any questions regarding your insurance plan, please contact Dino Sciulli at (330) 725-0501.

Sincerely,

James McGonagle

Vice President, Specialty Products



Prepared For: CITY OF MEDINA

Effective Date: 1/1/2022 End Date: 12/31/2022 County: Medina State: Ohio

Quote ID: 0095176-01

Friday, October 8, 2021 12:25 PM



As part of the Affordable Care Act, health insurance issuers and group health plans are required to provide a Summary of Benefits and Coverage (SBC) to all participants (and their dependents if they reside at a different address).

materials during open enrollment. An SBC must be provided for each benefit package in which a participant or dependent is eligible. If you do not require a written application from your participants to renew, you must provide each participant with the SBC specific to the plan in which he or she is enrolled no later than 30 days prior to the first day of the new plan broker. As the plan sponsor, you are responsible for distributing SBCs to your participants with other written application The SBC(s) applicable to your current plan(s) will be available on EmployerLink or from your sales representative or or policy year.

contact your sales representative or broker to initiate the change and ensure new SBCs are available for your open enrollment Please review your applicable SBC(s) carefully. If you make a change that affects the information in your SBC, please period.



To comply with various new components of healthcare reform, Medical Mutual needs to gather the following information in order to correctly process your group's renewal. Please review the definitions section before completing the form.

Please complete the following information for the renewing group policy:

| Group Information | rmation |
|-------------------|--|
| Sroup Na | Group Name: CITY OF MEDINA |
| Sroup Nu | Group Numbe# 778236 |
| iroup Ce | Group Certification |
| ÷ | Total number of people employed by your company (exclude COBRA/retirees): a. # of full-time b. # of part-time c. # of FTEs (full-time equivalent employees) |
| 4 | Total number of covered persons: a. #electing COBRA b. #who are retired |
| က် | Minimum work hours per week: a. # of employees working 25 or more hours per week b. # of hours an employee must work to be eligible for coverage under this renewing group policy c. # of employees working the minimum number of hours disclosed in statement 3-b |
| 4; | Total number of eligible employees residing outside of Ohio: |
| ហ | Total number of eligible waivers (ie: employees not applying for coverage): • Examples of waivers include employees covered: • In a spouse's employer sponsored health plan • as an active eligible employee or retiree in another health plan sponsored by a second employer • covered under a parent's plan • covered by Medicare and/or a Medicare Supplement plan • In a government-sponsored plan such as: TRICARE, Medicaid or Veteran's Administration (VA) coverage • in subsidy-eligible individual coverage |
| ω˙ | Do you offer spousal coverage: a. Yes b. Yes, only if no other coverage is available c. No |



| Outside V | Outside Vendor Information |
|---------------|--|
| -; | Health Savings Account (HSA) ANot applicable B Name of administrator C. \$ 1 % Employer contribution toward single coverage D. \$ 1 % Employer contribution toward family coverage |
| 4 | Health Reimbursement Account (HRA) A Not applicable B Name of administrator C. \$ Employer contribution toward single coverage D. \$ Employer contribution toward family coverage E. Who pays first? Employee Employer Other |
| ლ 4 | Name of Pharmacy Benefit Manager (PBM): |
| Employer | Employer Contribution |
| ⊹ 4 | Employer contribution toward employee coverage: \$ |
| က် | Has your company decreased its level of contributions toward health premium by more than 5 percent below the contribution rate on March 23, 2010, for any tier of coverage and any class of similarly situated individuals? |
| Renewal | Renewal Acceptance Group Official/Rroker/Consultant/Medical Mutual Ran signature. |
| Title: | To Crimina Consultation in Francisco Consultation Consult |
| | |

This form must be returned no later than five business days before the effective date of the group's renewal



Experience Period:

CITY OF MEDINA ALL SECTIONS INSURED RENEWAL DEVELOPMENT

Effective January 1, 2022, through December 31, 2022

. 6.59% **∀**N 11.18% \$2,799,670 \$2,626,539 TOTAL 1.1621 \$893 \$2,626,539 \$2,271,593 (\$108,352)\$121,420 \$2,654,953 \$143,824 1.1995 17.0 13.70% 35.68% 0.00% <u>DRUG</u> Ν Ν \$805,009 \$593,324 Ϋ́ 84 33 (\$63,580)\$593,324 \$36,756 စ္တ \$704,058 \$768,253 엻 1.1475 17.0 10.20% \$1,994,661 \$2,033,215 -1.90% 0.00% Ϋ́ ΚŽ 32 \$893 \$2,033,215 (\$108,352)\$1,886,700 \$107,068 8 MEDICAL \$185,000 \$1,567,535 Single Family \$130,000 # months Annual CREDIBILITY & RISK ADJUSTMENTS August 1, 2020, through July 31, 2021 BENEFIT/ENROLLMENT CHANGES ADMINISTRATION & COMMISSION PROJECTED INCURRED CLAIMS ESTIMATED INCURRED CLAIMS PREMIUM AT CURRENT RATES CHANGE IN PREMIUM REVISED CHANGE IN PREMIUM RENEWAL PREMIUM REVISED RENEWAL PREMIUM Based on Average Enrollment of: POOLING ADJUSTMENT CLAIMS TO ANNUALIZE APPLICABLE TREND MANDATED FEES* PREMIUM TAX

8

Rates reflect the federally mandated fees as listed below. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period. See notes for rate details.

Mandated Fees PCORI: Reinsurance: Market Share: MCO Fee

Quote ID; 0095176-01, Client Ref #: 25362000001





CITY OF MEDINA ALL SECTIONS INSURED RENEWAL RATES

Effective January 1, 2022, through December 31, 2022

| # 778236 | | | Monthly Enrollment | Current Rates | Renewal <u>Rates</u> |
|----------|--------------------------------------|------------------|-----------------------|------------------------|-------------------------|
| CMM 1 | \$500 Ded / 80% Coins / \$1,000 MOOP | Single Family | 32 87 | \$681.71 \$1,704.29 | \$681.71 \$1,704.29 |
| DRUG 1 | Retail Copays: \$15 / \$30 / \$50 | Single Family | 32 87 | \$198.93 \$497.34 | \$198.93 \$497.34 |

Rates include PCORI, Reinsurance and Market Share fees, when applicable, which are federally mandated. All fees are subject to premium tax. When a contract spans more than one calendar year, the fees are averaged over the length of the period.

| Rate Acceptance | |
|--|--|
| Group Official Initial: | Please initial next to the benefits that have been selected by the group. |
| Group Official Signature: | THE PARTY OF THE P |
| Title: | |
| Date: | |
| A THE RESERVE THE PERSON NAMED IN THE PERSON N | The state of the s |



CITY OF MEDINA ALL SECTIONS DISCLAIMERS AND NOTES

Effective January 1, 2022, through December 31, 2022

- 1 Rates include broker commission of \$11.00 PEPM based on Medical LOB only.
- 2 All rates are subject to the terms and conditions specified in the Group Contract.
- 3 Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 4 In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- 5 Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 6 As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 7 Covered employees will automatically have access to Medical Mutual's Basics wellness program, which includes online health resources, health assessments, WW (Weight Watchers) discounts, 24/7 nurse line and tobacco cessation programs. If not already enrolled in a buy up program, additional wellness program options are available upon request for an additional fee..
- 8 This offer includes Wellness Funds in the amount of \$3,000. Wellness Funds must be spent during this contract period and do not carry-over to subsequent contract periods. Medical Mutual reserves the right to adjust the Wellness Fund if the Group's monthly medical enrollment declines by ten percent (10%) or more from the expected medical monthly enrollment of 119 contracts. Any adjustment to the Wellness Fund will be effective as of the date of the change in medical enrollment, however, Medical Mutual will not retroactively take back Wellness Funds already spent as of the change in medical enrollment date. Refer to the contract for more specifics regarding the Wellness Fund.
- 9 If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.

| Group Official Initial: Please initial next to the benefits that have been selected by the group. Group Official Signature: Title: | Rate Acceptance | |
|--|---------------------------|---|
| • | Group Official Initial: | Please initial next to the benefits that have been selected by the group. |
| Title: | Group Official Signature: | |
| | Title: | |
| Date: | Date: | |



CITY OF MEDINA ALL SECTIONS LEGISLATIVE UPDATES

Effective January 1, 2022, through December 31, 2022

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- Pursuant to Ohio House Bill 463, based on your current Autism Spectrum Disorder benefits, your renewal (effective 1/1/18 or later) has been adjusted for compliance with the law, where applicable.
- In order to comply with the United State Preventive Task Force final recommendations effective with plan years beginning 12/1/2017, your renewal has been adjusted to reflect changes to your non-grandfathered plan benefits effective with your next plan year on or after 12/1/2017.
- The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 4980l of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

| Rate Acceptance | | |
|---------------------------|---|---|
| Group Official Initial: | Please initial next to the benefits that have been selected by the group. | |
| Group Official Signature: | | |
| Title: | | |
| Date: | _ | į |

MEDICAL MUTUAL OF OHIO

CONTINGENT PREMIUM AGREEMENT

This Agreement is made between **City of Medina #778236** (the "Group") on behalf of itself and by and among Medical Mutual of Ohio ("Medical Mutual") on behalf of itself and its subsidiaries.

The Effective Date of the Agreement is **January 1, 2021** at 12:01 a.m., regardless of the date executed by the parties. The Agreement Period shall be from the Effective Date through **December 31, 2021.**

RECITALS

- A. Medical Mutual is the insurer for the health benefit plan offered by the Group, effective January 1, 2021.
- B. The Group has elected a Contingent Premium arrangement.
- C. The Group has more than 100 eligible employees covered under its health insurance plan.
- D. Medical Mutual and the Group wish to state their respective rights and responsibilities under the Contingent Premium arrangement.

PROVISIONS

ARTICLE I DEFINITIONS

- <u>Section 1.1</u> <u>Billing Premium</u> the rates per Certificate Holder for which the Group will be billed each month during the Agreement Period. The Billing Premium rates are shown on Exhibit A.
- Section 1.2 Contingent Premium the maximum amount for which the Group may be liable at Annual Settlement. The Contingent Premium will be determined by multiplying the number of months in the Agreement Period by the number of contract-types in effect for each of those months times the Contingent Premium rates. The Contingent Premium rates are shown on Exhibit A.
- Section 1.3 Discounted Premium: the minimum amount for which the Group may be liable at Annual Settlement. The Discounted Premium will be determined by multiplying the number of months in the Agreement Period by the number of contract-types in effect for each of those months times the Discounted Premium rates. The Discounted Premium rates are shown on Exhibit A and are discounted from the Fully Insured Premium.

- Section 1.4 Fully Insured Premium 100% of the premium for which the Group would be liable under a conventional Fully Insured program. The Fully Insured Premium amounts are intended to fund the Group's Incurred Claims, including reserve requirements for Incurred Claims not reported until after the end of the Agreement Period, administrative fees and other insurance expenses. The Discounted and Contingent Premium rate(s) are minimum and maximum percentages, respectively, of the Fully Insured Premium.
- Section 1.5 Incurred Claim a claim for Covered Services, as defined in the applicable Certificate(s), that has beginning service dates on or after the effective date of the Agreement and prior to termination of the Agreement. For purposes of this Contingent Premium arrangement, Incurred Claims may also include Medical Mutual's best estimate of Incurred Claims not reported until after the end of the Agreement Period.

ARTICLE II PAYMENTS

Section 2.1 Premium Payments

The Group agrees to pay the Billing Premium rate(s) shown on Exhibit A for the medical and drug line(s) of business, adjusted for increases or decreases in enrollment. The Contingent Premium arrangement is in effect for the above Agreement Period only.

Premium payments are due on the first day of each month. This is called the Premium Due Date and all premiums must be paid on or before the Premium Due Date.

A period of thirty (30) days from the Premium Due Date is allowed for the payment of premiums, except the initial and renewal premium. During the thirty (30) day period, this Agreement will stay in force; however, the payment of claims by Medical Mutual may be suspended until the premiums are received by Medical Mutual.

In the event the premiums are not received by Medical Mutual within thirty (30) days after the Premium Due Date, this Agreement may be terminated by Medical Mutual retroactive to the last day of the period for which premiums were paid

Section 2.2 Change in Premiums

Medical Mutual may change the amount of premiums for this Agreement. Medical Mutual shall give at least thirty (30) days' notice of the change in premium prior to the Premium Due Date.

Medical Mutual also reserves the right to adjust the premiums for the Agreement Period if the Group's monthly enrollment changes, either in aggregate or for a specific line of business, by ten percent (10%) or more from the average monthly enrollment used in the Group's Fully Insured renewal development. Any adjustment in premiums will be effective as of the date of the change in enrollment.

Changes in premium rates will be conclusively determined to have been approved by the Group if the Group pays the required premium.

Section 2.3 Annual Settlement

The Contingent Premium arrangement will be settled, for all sections and lines of business combined, within one-hundred fifty (150) days following the end of the Agreement Period or the date of termination of the Agreement. Medical Mutual will reconcile Billing Premium(s) paid by the Group for the Agreement Period to Incurred Claims, administrative fees, risk charges and commission for the Agreement Period.

 If the Billing Premium paid for the Agreement Period is greater than the Group's Incurred Claims and administrative fees, risk charges and commission, a refund will be made to the Group for the difference only to the level of the Discounted Premium amount.

The amount of administrative fees, state and federal taxes and fees, risk charges and commission, if applicable, to be used for the Annual Settlement is shown on Exhibit A.

No settlement will be performed, and the Group will forfeit its right to all credits or refunds on the date any of the following occurs:

- The Group cancels this Contingent Premium Agreement prior to the end of the Agreement Period;
- The Group terminates its coverage with Medical Mutual prior to the end of the Agreement Period;
- The Group does not renew its insurance coverage with Medical Mutual at the end of the Agreement Period for the following full 12 months;

DISCLAIMER:

If the Contingent Premium Agreement is not signed within six (6) months of the effective date, the Contingent Premium arrangement will be void and will revert to a regular Fully Insured arrangement. At such time, the Group will be responsible for the 100% Fully Insured Premium rates, and:

- 1) If the Group paid the Discounted Premium, the difference between the Discounted Premium paid by the Group and the Fully Insured Premium will be billed to the Group; or
- 2) If the Group paid the Fully Insured Premium rates, there will be no settlement to the Discounted Premium rates.

IN WITNESS WHEREOF, the Group and Medical Mutual have signed this Contingent Premium Agreement on the dates indicated below:

| City of Medina (Group) | Medical Mutual of Ohio (Medical Mutual) |
|---------------------------|---|
| Do Hanvell | Patricia R Jeronsi |
| Signature | Signature |
| Mayor Dennis HANWell | Secretary |
| Title | Title |
| 01-19-2021 | 1/20/21 |
| Date | Date |

Exhibit A

the Contingent Premium Agreement

for

City of Medina

Group Number 778236 January 1, 2021 through December 31, 2021

100% Fully Insured / Contingent / Billing Premium:

| | \$500 PPO | \$500 PPO Rx Card |
|--------|------------|-------------------|
| Single | \$681.71 | \$198.93 |
| Family | \$1,704.29 | \$497.34 |

95% Discounted Premium:

| 1 | \$500 PPO | \$500 PPO Rx Card |
|--------|------------|-------------------|
| Single | \$647.62 | \$188.98 |
| Family | \$1,619.08 | \$472.47 |

7.55% Retention:

- For purposes of this Agreement, the Billing Premium and the Fully Insured Premium rates are the same.
- For purposes of this Agreement, the Contingent Premium rates and Fully Insured Premium rates are the same.

Accepted by:

Date:

noyor Dennis HANWell

No. RCA 21-2-3-11/8

Committee: Finance + Connect

FROM:

Keith Dirham, Finance Director

Lori Bowers, Deputy Finance Director

DATE:

advances:

November 02, 2021

Repay Advances SUBJECT:

SUMMARY AND BACKGROUND: The Finance Department respectfully requests Council to authorize the Finance Director to repay the following

\$150,000 from the Grant Fund (#125) to the General Fund (#001) \$1,000,000 from the Grant Fund (#109) to the General Fund (#001) \$27,000 from the Cemetery Improvement Fund (#821) to the General Fund (#001) \$116,000 from the Stormwater/Street Fund (#108) to the General Fund (#001)

Estimated Cost:

\$1,293,000

Suggested Funding:

Sufficient funds in Account No.:

Transfer needed:

From Account No.:

To Account No.:

NEW APPROPRIATION needed in Account Nos.:125-0459, 109-0725, 821-0230,108-0610 Refer to Appropriation Adjustment #2021-041

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Drd.184-21
Date: 11-8-21

FROM:

Keith Dirham, Finance Director Lori Bowers, Deputy Finance Director

DATE: SUBJECT: November 2,2021

Rollover of Outstanding Advances

SUMMARY AND BACKGROUND:

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

| Advance From; | Advance To: | Amount | Purpose |
|---------------------|--------------------------------------|--------------|--|
| General Fund (#001) | 138-CDBG-CHIP Fund | \$261,000.00 | To rollover the advance initially authorized in 2019 for the CDBG-CHIP grant |
| General Fund (#001) | 139-HOME-CHIP Fund | \$386,700.00 | To rollover the advance initially authorized in 2019 for the HOME-CHIP grant |
| General Fund (#001) | Grants Fund (#109) | \$14,950 | N-S Taxiway project |
| General Fund (#001) | Grants Fund (#109) | \$95,950 | Airport Remarking project |
| General Fund (#001) | Grants Fund (#109) | \$70,666 | To rollover the advance initially authorized in 2020 for the Midblock crossing project |
| General Fund (#001) | ODNR Grant Fund (#110) | \$195,053 | To rollover the advance initially authorized in 2020 for the trail linkage project |
| General Fund (#001) | Fed Airport Grant Fund(#147) | \$269,100 | N-S Taxiway project |
| General Fund (#001) | Fed Airport Grant Fund(#147) | \$150,000 | To rollover the advance initially authorized in 2020 for the Airport Obstruction Removal Study project |
| General Fund (#001) | Issue 2 Project Fund (#380) | \$478,000 | S Broadway Reconstruction Project #992 |
| General Fund (#001) | Special Assessment Project (#428) | \$20,600 | To rollover the advance initiall authorized in 2020 for the Special Assessments fund. |
| General Fund (#001) | Airport Fund (#547) | \$235,000.00 | cover negatives in the Airport Fund |
| General Fund (#001) | Airport Fund (#547) | \$300,000.00 | To rollover the advance initially authorized in 2012 to help pay for a jet fuel tank and dispensing system. |
| General Fund (#001) | Airport Fund (#547) | \$400,000.00 | To rollover the advance initially authorized in 2019. |
| General Fund (#001) | Agency (#637) | \$145,000.00 | To rollover the advance initially authorized in 2020. |
| General Fund (#001) | Mechanics (#676) | \$50,000.00 | To rollover the advance initially authorized in 2020. |
| General Fund (#001) | Developer Deposits (#723) | \$60,000.00 | To rollover the advance initially authorized in 2020. |
| General Fund (#001) | Cemetery Endowment (#819) | \$5,000.00 | To rollover the advance initially authorized in 2020. |
| General Fund (#001) | Cemetery Improvement (#821) | \$30,000.00 | To rollover the advance initially authorized in 2020. |
| General Fund (#001) | Law Library (#924) | \$30,000.00 | To rollover the advance initially authorized in 2020. |
| General Fund (#001) | Bd / Bldg Standars (#939) | \$20,000.00 | To rollover the advance initially authorized in 2020. |
| | | | |
| | | | |
| | | | |

These advances (for the grant funds) are necessary to cover expenditures until the City recives reimbursment from the grantor agency.

Estimated Cost:

\$3,216,419 from General Fund

Suggested Funding:

See above.

Sufficient Funds in Account

Transfer neaded:

From Account No.: To Account No.:

NEW APPRORIATION needed in Account No.:

refer to appropriation #2021-041

Emergency Clause Requested;

Νo

Reason:

COUNCIL USE ONLY: Committee Action/Recommendation:

Council Action Taken:

Ord/Res. Date:

ORD.187-21

No. RCA 21-225-11/8
Committee: Finance + Council

FROM:

Keith Dirham, Finance Director

Lori Bowers, Deputy Finance Director

DATE: SUBJECT: November 2, 2021 Advance Request

SUMMARY AND BACKGROUND:

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

| Advance From: | Advance To: | Amount | Purpose |
|---------------------|-------------------------|----------|----------------------------|
| General Fund (#001) | Special Assessment #428 | \$10,000 | To cover shortfall in fund |
| | | | |
| ·: | | | |
| | | | |
| | | | |

| | | | · · · · · · · · · · · · · · · · · · · | |
|--------------------------|--|--------------------------|--|---------------------|
| These advances (loans | s) are necessary to cover shortfa | ills until the funds can | герау. | |
| Estimated Cost: | \$10,000 from the General Fund the shortfall. | d. General Fund to be | reimbursed once funds | s are able to cover |
| Suggested Funding: | See above. | | | |
| Sufficient funds in Acco | ount No.: | | | |
| Transfer needed: | From Account No.: To Account No.: | | | |
| NEW APPROPRIATIO | N needed in Account No.: | | account 001-0707-5661 n Adjustment #2021-04 | |
| | | | | |

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 188-21 Date: 11-8-21