

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 21-226-11/22 – Then & Now – Wintrow Construction
- 21-227-11/22 – Establish Ad Hoc 1969 Courthouse Lease Committee
- 21-228-11/22 – Budget Amendments
- 21-229-11/22 – Amend S&B Code 31.13 – Vacation Period
- 21-230-11/22 – Purchase (3) 2022 Interceptors (1 K9) & (1) 2022 Nissan Rogue – Police
- 21-231-11/22 – Increase PO #2021-1667 – Lake County Sewer – Service Dept.
- 21-232-11/22 – Accept (2) Easements – Gates Mills Bridge Replacement
- 21-233-11/22 – Amend S&B Code 31.14 (C), Sick Leave
- 21-234-11/22 – NOACA Electric Charging Stations Grant Agreement
- 21-235-11/22 – Wellness Services Agreement with Medina Hospital
- 21-236-11/22 – Amendment to Sublease Agreement Hospital / MCRC Use of Space
- 21-237-11/22 – Amend S&B Code, MCRC Part-Time Pay Rate
- 21-238-11/22 – Third Amendment to Cleveland Clinic / MCRC Health & Fitness Agreement
- 21-239-11/22 – Branch Road Infrastructure Improvements
- 21-240-11/22 – Amend S&B Code, Section 31.15 – Travel Policy
- 21-241-11/22 – Adopt Revised Purchasing Card Policy

11/22/21

OK
Jansen
6-8-2021

REQUEST FOR COUNCIL ACTION

No. PCA 21-128-6/14
Committee: Public Properties

FROM: Jansen Wehrley
DATE: June 8, 2021
SUBJECT: Ray Mellert Park Capital Bill Grant

7-7-21
Finance 11/22/21

SUMMARY AND BACKGROUND:

The parks department respectfully requests Council to review the concept plan for improvements at Ray Mellert Park.

The City of Medina applied for and received grant funding to expand the parking at Ray Mellert Park (N. Hunting Street lot) and to relocate the dog park from Memorial Park to a larger area to provide a better experience for park users. Since both of these grants were received simultaneously, we believe there are some efficiencies to complete the projects together.

Earlier this year we engaged Environmental Design Group to develop a concept plan to visualize how these improvements should be laid out. During this process, we identified other potential improvement opportunities including naturalized buffers and a site for future active recreation.

Grant specifics:

Ray Mellert Park Dog Park – The scope is to include environment study, design plans, grading, fencing, concrete, and park features. We must spend in excess of \$34,300. It was estimated that the project would cost \$70,000.

Ray Mellert Park Parking Lot Expansion – The scope is to include environmental study, design plans, grading, paving and lining of the new lot. We must expend in excess of \$69,580. It was estimated that the project would cost \$142,000.
Have to spend more than grant.

ODNR- keeps 2% of the grant for their administration fee.

MEDI-022C	City of Medina	Ray Mellert Park	\$71,000
MEDI-026C	City of Medina	Ray Mellert Dog Park Project	\$35,000

Jansen- 40 spaces pkg lot
Restroom facility
Pavilion
Fitness loop (1/4 m paved path)

Suggested Funding: TBD

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

Emergency Clause Requested: NO

Reason:

approve concept plan

COUNCIL USE ONLY: *7-7-21 no legislation at this time*
Committee Action/Recommendation:

JSK 3-D

Council Action Taken:

Ord./Res.
Date:

Kathy Patton

From: Barbara Dzur
Sent: Tuesday, November 9, 2021 4:04 PM
To: Kathy Patton; Coyne, John
Cc: Jansen Wehrley; Dennis Hanwell
Subject: Pending Matters

Kathy and John,

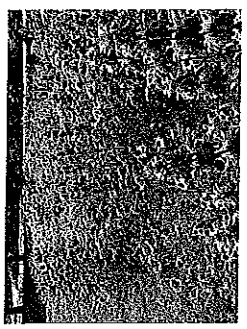
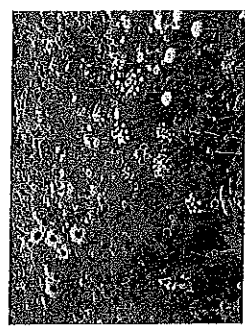
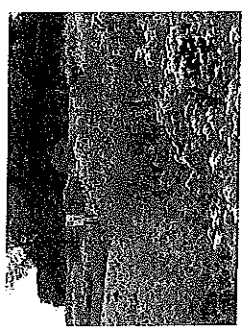
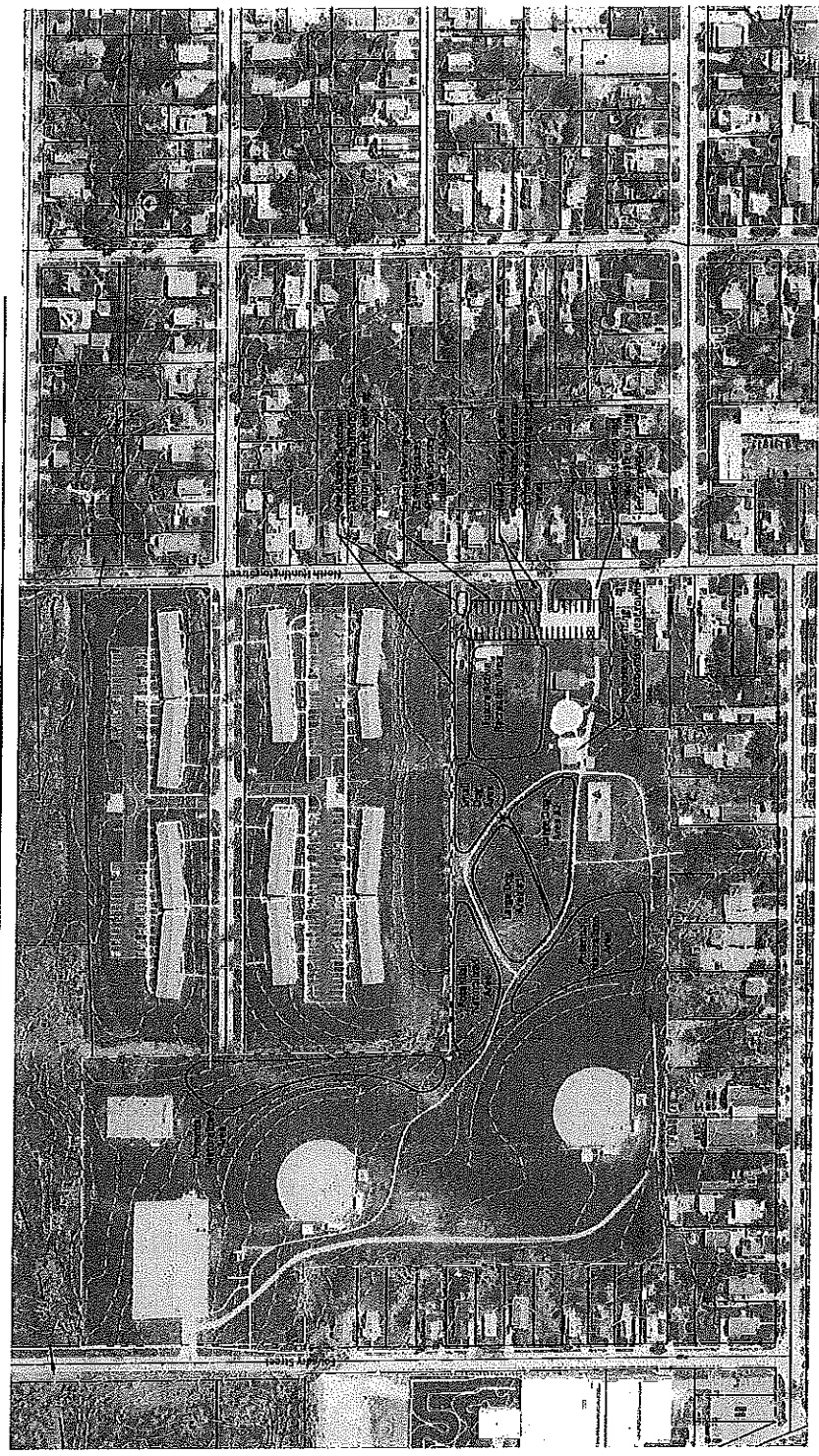
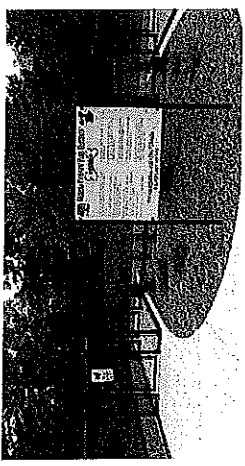
Could you please put city funding for ODNR Capital Grants for the Ray Mellert Dog Park and the Ray Mellert Parking Lot back on the council's agenda. The only thing council decided at that time was that Jansen should go ahead and pay for the Environmental Study. That's been done and paid for by Jansen/Parks, but nothing else was discussed. I can't submit the final grant applications until Council decides how they will fund the city's portion of each grant. I submitted the first request on June 8, 2021. Both of these project have to completed by June 2022.

Barbara

Barbara J. Dzur
Economic Development &
Marketing Manager
City of Medina
132 North Elmwood Avenue
Medina OH 44256
330.722.9029
www.medinaoh.org

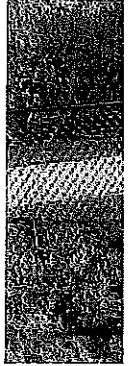
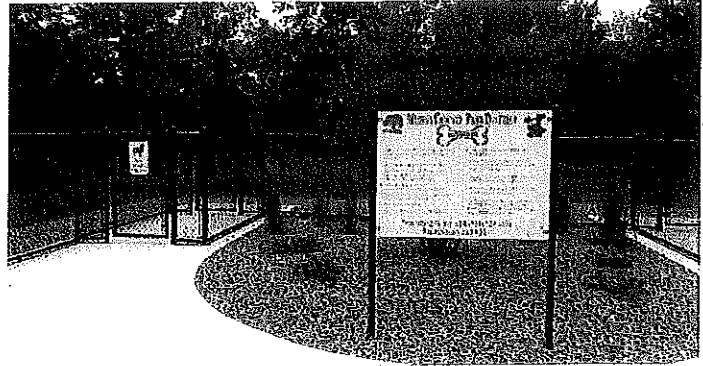


Examples of Area Dog Parks

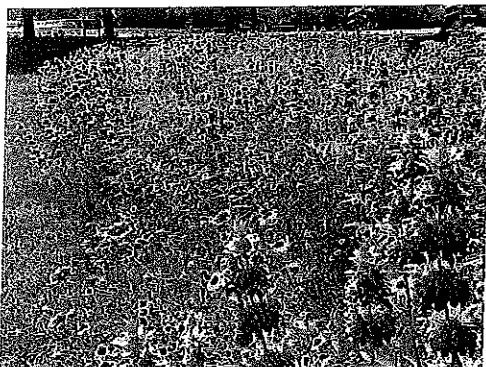


Examples of Ohio Pollinator Areas

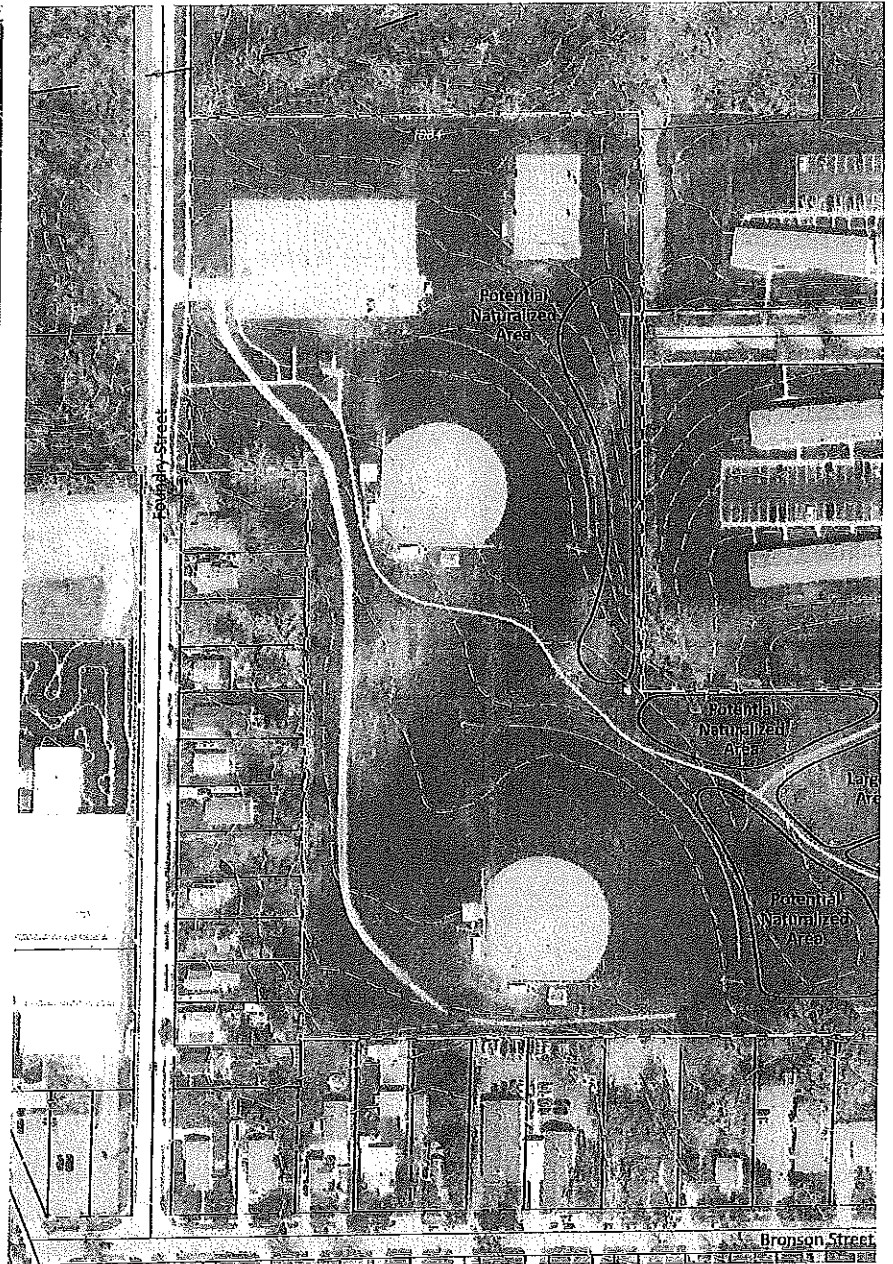
CONCEPT PLAN RAY MELLERT PARK - CITY OF MEDINA



Examples of Area Dog Parks



Examples of Ohio Pollinator Areas



COURTESY: CITY OF COLUMBUS, OHIO POLINATOR PLAN

CONCEPT PLAN RAY MELLERT PARK - CITY OF

Public Properties Committee
Wednesday, July 7th, 2021
4:30 p.m., Multi-Purpose Room

In attendance: Jim Shields - Chairman, Dennie Simpson, Bill Lamb

Also present: Mayor Hanwell, Jansen Wehrley, Nino Piccoli, Barb Dzur, Christy Moats, Debra Hallock, Keith Dirham and Rose.

Public Properties (4:30 p.m.)

1. 21-127-6/14 – MCRC Marketing Discussion

Jansen Wehrley reported the following on the Recreation Center:

- Board is good with rebranding/nicknaming that removes the word community.
- 65% normal revenues – memberships 62%
- Making great strides, summer camp doing great
- Sports have doubled
- Parties in the Park – 85% nonmembers
- Looking to bring back rentals and repurposing their café into a party room.
- Community room has been over flow for fitness equipment and spin classes they are hoping to install new flooring in that area and have it be an upfront kind of a showcase class and draw more people into the program.
- We want to update front desk area and create a commons area.

Jansen wants to know if Public Properties is good with deviating from using “Medina Community Recreation Center” or is that what we need to work with or give a graphic designer an artistic freedom?

Jim Shields stated that the community piece was to reflect that it was the entire school district that paid for part of that building, it wasn't just the City of Medina that paid for it and that is where the Community word comes from early on.

Mr. Simpson agreed with Jim stating that was a big selling point for the tax payers, the School Board - that it was going to be a joint effort that will benefit the entire community including the school district.

Mr. Shields also stated that generally people refer to the building as the “Rec Center”.

Mr. Wehrley asked if they would be open to if they had a tag line at the bottom that involved the word community? Something with the word community in it.

Mr. Shields stated he isn't against that but feels they should talk to the schools a little bit more. Jim understands marketing, and he knows Jansen wants it to be something a little catchier, but he feels it is probably a bigger discussion than just council too make and feels they owe it to the School Board to talk about it.

Jansen stated they will explore some tag lines that can be incorporated with it. He asked if the committee would be ok with at least acknowledging the color scheme he presented?

Mr. Shields stated from his point of view the colors are great and there is no history behind those.

Christy stated the problem they are having with the word Community is they are getting confused with the Community Center on a daily basis. They get phone calls all day long about the Community Center and that is causing a problem for us because we want to stand out as a recreation center and not the Community Center where the vaccinations take place. That is what spurred this on and that is why we want to drop the "Community" word from the title.

Bill Lamb stated he understands what they are trying to do. Bill stated they could keep the initial MCRC and the tag line could actually then follow and be the more image that you are looking for.

John Coyne stated he remembers the conversations and controversy related to the recreation center, it wasn't something that everybody wanted. It is a recreation center first and foremost, and it's about fitness but agrees that in the paperwork, you still have to call it the Medina Community Recreation Center.

Mr. Paul Rose stated that he was a mere resident at the time it was built, but through many conversations with neighbors and friends, the Community part did stand out and that is what helped in his group of friends decide to vote for it.

Mr. Shields suggested that Jansen talk a little bit tomorrow at the Rec Advisory Board Meeting and he has a School Board Meeting tomorrow night also and will bring it to them too and talk about this meeting and talk about the rec advisory and let them know where we are heading that it is not formally changing, it's just the tag line for marketing purposes. Nothing legally is changing, it's still going to be the Medina Community Recreation Center, its just how you market it and what's on the logos.

2. 21-128-6/14 – Ray Mellert Park Capital Bill Grant

Medina City applied for and received grant funding to expand the parking at Ray Mellert Park (N. Huntington St. lot) and to relocate the dog park to a larger area to provide better experience for park users. Other potential improvement opportunities include naturalized buffers and a site for future active recreation. ODNR will keep 2% of the grant for their administration fee.

Ray Mellert Dog Park

- Scope to include environmental study, design plans, grading, fencing, concrete and park features. Must spend in excess of \$34,300, project estimated at \$70,000.

Ray Mellert Park Parking Lot Expansion

- Scope to include environmental study, design plans, grading, paving and lining of the new lot. Must spend in excess of \$69,580, project estimated at \$142,000. Have to spend more than the grants.

Looking for approval of Concept Plan so they can move forward with design and engineering for the project. They have until 2022 to complete the project for this State Capital Bill Cycle.

Mr. Shields asked if Jansen has the City match in his budget. Jansen stated he does not have that in the budget. He stated he funded the Multi-Purpose Trail on Reagan Parkway with carryforward funds in the neighborhood of \$90,000.00.

Bill Lamb used to use the dog park in Memorial Park, and agreed that it has deteriorated over the years and is not desirable anymore, it's not someplace that he would want to take his own dog. This new Dog Park is a great idea, in a great area with a lot of property. He likes the pollenating idea so you don't have to mow excessively. He is all for this idea and loves the way it is laid out and expanded parking is a critical part of the ability to make good use of that park.

Mr. Simpson agreed with Mr. Lamb and feels the conceptual plan is right for what we need. The current dog park is deteriorating and isn't large enough.

Jansen feels until they take the next step, he feels they can tighten up those numbers.

Mr. Rose stated that he has received some comments that some of the regular users of the current dog park are going to be disappointed that they will have to go a further distant, but with this additional information on the proposed dog park, he is confident they will come around.

Mr. Shields feels this is the next best central location available.

Jansen spoke of a lot of development and improvements around Huntington Street with the senior living facility as well as the Union Square Apartments.

Mr. Simpson moved to approve the concept plans so Jansen can move forward with it, seconded by Bill Lamb. Motion passes 3-0.

There being no further business, the meeting adjourned at 5:14 p.m.

REQUEST FOR COUNCIL ACTION

No. RCA 21-212-11/8

FROM: Nino Piccoli, Service Director
DATE: October 27, 2021
SUBJECT: **Electric Aggregation Program**

Committee: Finance

*Kevin Lauterjung
Matthew Burleton*

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.

*Nino - Energy Harbor contract fell through.
Kevin - Comm. Energy Advisors.*

Current program active since 2010.

7,000 accounts participate in program.

Above \$0.06/kilowatt hour.

*- Checking pricing daily
48 mo rate 7/10 of a mil lower than 36 mo.*

*Jess - Ohio Edison - distribute energy
Market could go down if we are locked in
for 3 yrs. 5.5 or 5.4 is typical historically.*

*Utility will only hold rate for 24 Hrs.
Gas companies raise their prices in the winter.*

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: *11-8-21 HOLD*

Ord./Res.
Date:

Kathy Patton

From: Rich, Benjamin T <brich@energyharbor.com>
Sent: Thursday, November 4, 2021 2:54 PM
To: Kathy Patton
Subject: City of Medina Aggregation

Follow Up Flag: Follow up
Flag Status: Flagged

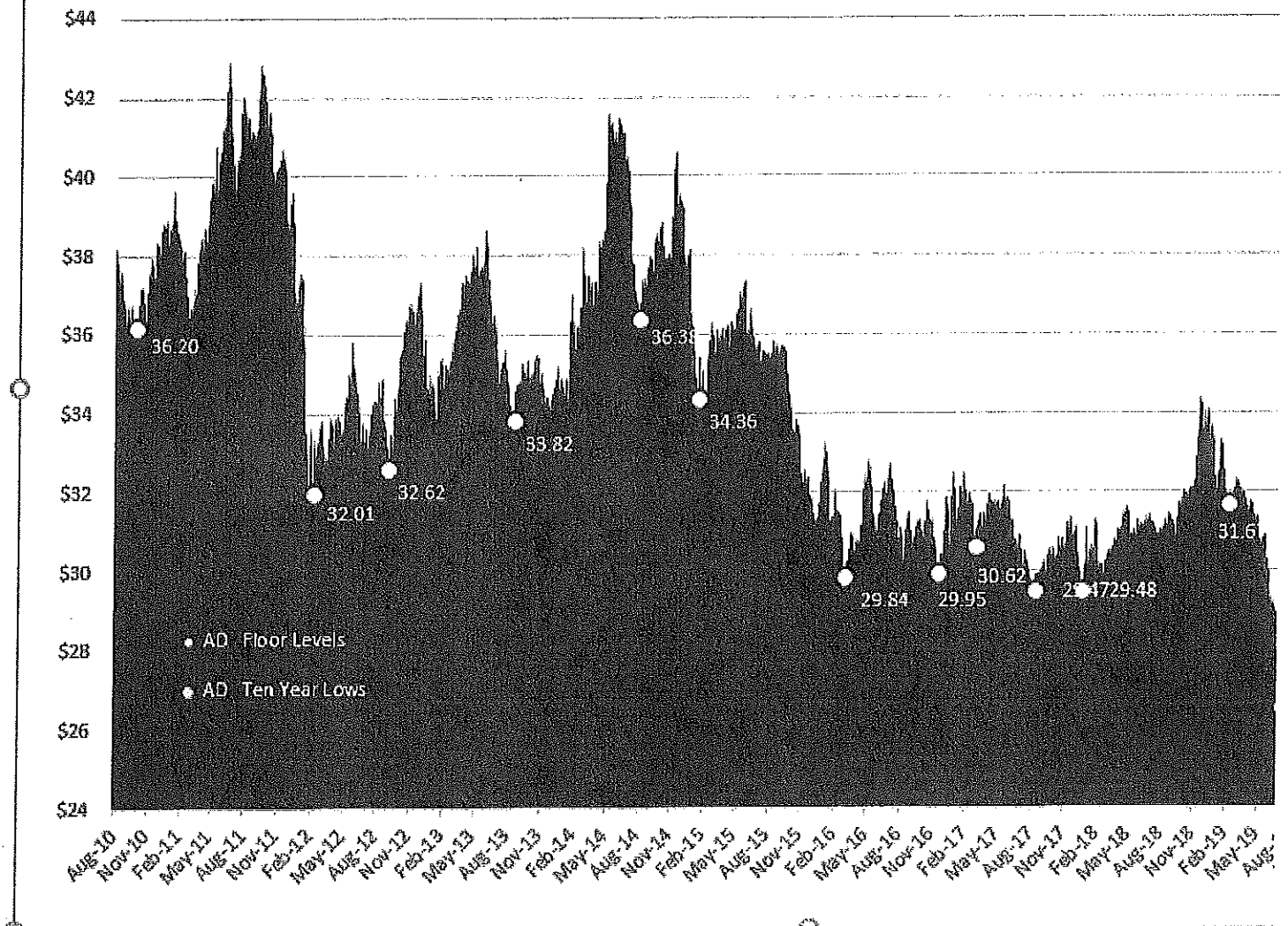
Good Afternoon, Kathy,

As we discussed earlier, we are in the midst of the greatest run on energy and capacity prices that we've seen in over a decade as you can see in the chart at the bottom of the email. The pricing that I provided today to Community Energy Advisors "CEA", who is handling the City's aggregation renewal, is as follows:

P&L Detail:	12m Avg	24m Avg	36m Avg	48m Avg
Price \$/MWh	\$60.60	\$57.00	\$55.70	\$55.00

This pricing changes daily. CEA is pricing the deal with multiple supplier to ensure that the City gets the best possible price. While we hope that it results in Energy Harbor retaining the business, we ultimately want what is best for the City and its residents!

AD Hub Prices since 2010 RTC Forwards



Thanks!

Ben

Benjamin Rich

Energy Harbor
 Government Aggregation Rep
 168 E. Market Street
 Akron, OH 44308
 Mobile: (330) 957-0355
 Fax: (330) 777-6589
brich@energyharbor.com

Kathy Patton

From: Nino Piccoli
Sent: Tuesday, November 9, 2021 4:47 PM
To: Kathy Patton
Cc: klauterjung@ceatean.com; Dennis Hanwell
Subject: FW: Follow up to City of Medina, Electric Government Aggregation, Presentation to Finance Committee
Attachments: Historical PTCs 211109.xlsx

Kathy,

Kevin from Community Energy Advisors sent this over as a follow up to the Finance Committee meeting regarding some of Council's questions.

Please forward at your convenience.

Thanks,

Nino

From: Kevin Lauterjung <klauterjung@ceateam.com>
Sent: Tuesday, November 9, 2021 11:01 AM
To: Nino Piccoli <npiccoli@medinaoh.org>
Subject: Follow up to City of Medina, Electric Government Aggregation, Presentation to Finance Committee

Nino

In follow up to questions from the committee last night, please see attached table and chart. In summary, the average utility supply rate (aka PTC) over the past 10 years has been 6.0 and 6.1 cents, residential and small commercial, respectively. Over the last 5 years, the rates have been 5.4 cents for both categories.

Average Utility Supply Rates	Residential	Sm. Comm.
Average (last 5 years)	\$0.054	\$0.054
Avg (last 10 years less Covid months in 2020)	\$0.061	\$0.061
Avg (last 10 years)	\$0.060	\$0.061

In terms of the futures market curves, that the suppliers are trading on to quote our program prices.... The market is telling us what it believes the price will be when each of those time periods arrive. No one can tell you whether or not in the actual years of 2022, 2023, 2024, etc, the real-time prices will be higher or lower than what the current, futures prices are (the proverbial crystal ball). The market of buyers and sellers are trading on what they believe the price will be, taking in to account all of the various supply and demand factors that we do not even know about, when the commodity is actually delivered and consumed.

Concluding, the historical pricing is relevant in that our residents have paid on average 6 cents per kwh over the last 10 years, but was not driven by the same market conditions affecting futures pricing. The current market pricing of 5.4 and 5.5 cents that Energy Harbor and Dynegy are bidding is lower than historical pricing. The market cannot be timed. We

would have been lucky to lock in this past March or April. But that would've been luck. The factors the market considers in futures pricing constantly evolves as new information comes available.

The city's program price going forward will be consistent, budgetable and reasonable given current market conditions. It provides participants an alternative to the monthly, variable, and sometimes volatile, utility company supply rate and protects against market spikes (Texas Winter last February) that can blow up consumers' and businesses budgets. Combined with the county load, pricing the City is evaluating strips away excess margin charged by suppliers.

We hope this information is helpful. If there is any additional information that we can provide, please do not hesitate to let me know.

Kevin

Kevin S. Lauterjung, CEM, CEP | Principal

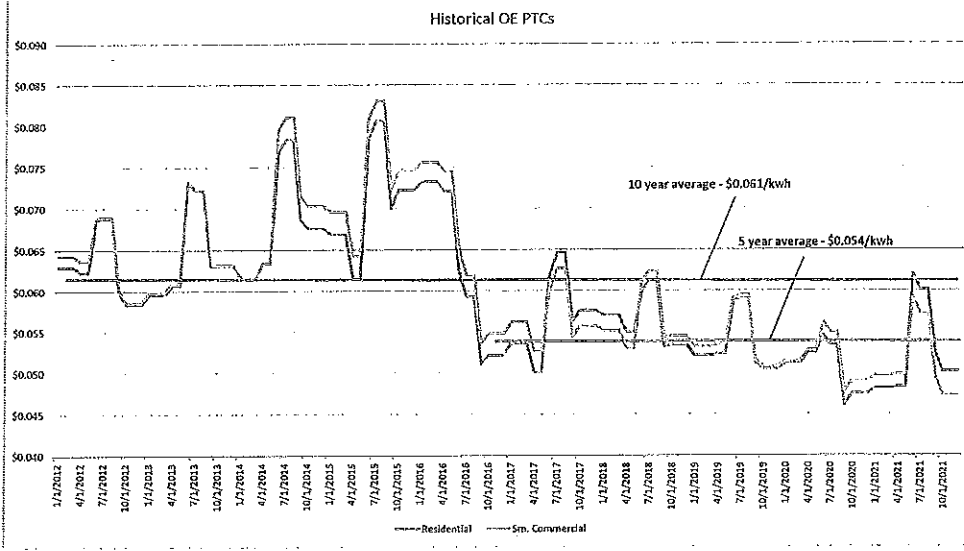
D 330.208.2086 | C 330.607.2829 | klauterjung@ceateam.com

Community Energy Advisors, LLC | 3725 Medina Rd., Ste. 112, Medina, OH 44256 | O 330.721.8000 x6 | F 330.721.8111 | www.ceateam.com



Average 1/17-10/21	\$0.054	\$0.054
Avg (less 3/20-12/20)	\$0.061	\$0.061
Avg	\$0.050	\$0.051

Date	Residential	Sm. Commercial
1/31/2012	0.0629070	0.0642520
2/29/2012	0.0629070	0.0642520
3/31/2012	0.0629070	0.0642520
4/30/2012	0.0622480	0.0635930
5/31/2012	0.0622480	0.0635930
6/30/2012	0.0686140	0.0688560
7/31/2012	0.0687810	0.0690230
8/31/2012	0.0687810	0.0690230
9/30/2012	0.0600000	0.0602420
10/31/2012	0.0583670	0.0586090
11/30/2012	0.0583670	0.0586090
12/31/2012	0.0583670	0.0586090
1/31/2013	0.0596050	0.0598470
2/28/2013	0.0596050	0.0598470
3/31/2013	0.0596050	0.0598470
4/30/2013	0.0607130	0.0609550
5/31/2013	0.0607130	0.0609550
6/30/2013	0.0731220	0.0730770
7/31/2013	0.0721690	0.0721240
8/31/2013	0.0721690	0.0721240
9/30/2013	0.0630790	0.0630340
10/31/2013	0.0631530	0.0631080
11/30/2013	0.0631530	0.0631080
12/31/2013	0.0631530	0.0631080
1/31/2014	0.0615470	0.0615020
2/28/2014	0.0615470	0.0615020
3/31/2014	0.0615470	0.0615020
4/30/2014	0.0633490	0.0633040
5/31/2014	0.0633490	0.0633040
6/30/2014	0.0768520	0.0795844
7/31/2014	0.0783610	0.0810930
8/31/2014	0.0783610	0.0810930
9/30/2014	0.0686040	0.0713360
10/31/2014	0.0675860	0.0703180
11/30/2014	0.0675860	0.0703180
12/31/2014	0.0675860	0.0703180
1/31/2015	0.0668601	0.0695920
2/28/2015	0.0668601	0.0695920
3/31/2015	0.0668601	0.0695920
4/30/2015	0.0615611	0.0642930
5/31/2015	0.0615611	0.0642930
6/30/2015	0.0786100	0.0809980
7/31/2015	0.0807090	0.0830970
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9/30/2015	0.0699980	0.0723860
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12/31/2015	0.0722410	0.0746290
1/31/2016	0.0732400	0.0756280
2/29/2016	0.0732400	0.0756280
3/31/2016	0.0732400	0.0756280
4/30/2016	0.0721160	0.0745040
5/31/2016	0.0721160	0.0745040
6/30/2016	0.0625460	0.0651220
7/31/2016	0.0593010	0.0618770
8/31/2016	0.0593010	0.0618770
9/30/2016	0.0510660	0.0536420
10/31/2016	0.0521860	0.0547620
11/30/2016	0.0521860	0.0547620
12/31/2016	0.0521860	0.0547620
1/31/2017	0.0536230	0.0561990
2/28/2017	0.0536230	0.0561990
3/31/2017	0.0536230	0.0561990
4/30/2017	0.0501190	0.0526950
5/31/2017	0.0501190	0.0526950
6/30/2017	0.0619450	0.0600490
7/31/2017	0.0646360	0.0627400
8/31/2017	0.0646360	0.0627400
9/30/2017	0.0563070	0.0544110
10/31/2017	0.0576120	0.0557160
11/30/2017	0.0576120	0.0557160
12/31/2017	0.0576120	0.0557160
1/31/2018	0.0570700	0.0551740
2/28/2018	0.0570700	0.0551740
3/31/2018	0.0570700	0.0551740
4/30/2018	0.0549020	0.0530060
5/31/2018	0.0549020	0.0530060
6/30/2018	0.0599910	0.0611530
7/31/2018	0.0612230	0.0623850
8/31/2018	0.0612230	0.0623850
9/30/2018	0.0531360	0.0542980
10/31/2018	0.0533700	0.0545320
11/30/2018	0.0533700	0.0545320
12/31/2018	0.0533700	0.0545320
1/31/2019	0.0521150	0.0532770
2/28/2019	0.0521150	0.0532770
3/31/2019	0.0521150	0.0532770
4/30/2019	0.0523560	0.0535180
5/31/2019	0.0523560	0.0535180
6/30/2019	0.0588380	0.0591440
7/31/2019	0.0591340	0.0594400
8/31/2019	0.0591340	0.0594400
9/30/2019	0.0512400	0.0515460
10/31/2019	0.0505270	0.0508330
11/30/2019	0.0505270	0.0508330
12/31/2019	0.0505270	0.0508330



1/31/2020	0.0511880	0.0514940
2/29/2020	0.0511880	0.0514940
3/31/2020	0.0511880	0.0514940
4/30/2020	0.0524450	0.0527510
5/31/2020	0.0524450	0.0527510
6/30/2020	0.0545420	0.0561230
7/31/2020	0.0533470	0.0549280
8/31/2020	0.0533470	0.0549280
9/30/2020	0.0460930	0.0476740
10/31/2020	0.0474480	0.0490290
11/30/2020	0.0474480	0.0490290
12/31/2020	0.0474480	0.0490290
1/31/2021	0.0480520	0.0496330
2/28/2021	0.0480520	0.0496330
3/31/2021	0.0480520	0.0496330
4/30/2021	0.0483020	0.0498830
5/31/2021	0.0483020	0.0498830
6/30/2021	0.0519660	0.0591110
7/31/2021	0.0500870	0.0572320
8/31/2021	0.0500870	0.0572320
9/30/2021	0.0524430	0.0495880
10/31/2021	0.0501520	0.0472970
11/30/2021	0.0501520	0.0472970
12/31/2021	0.0501520	0.0472970

REQUEST FOR COUNCIL ACTION

OK
Approved
11-16-2021

No. RCA 21-226-11/22

FROM: Patrick Patton
DATE: November 16, 2021
SUBJECT: Authorization to create a Purchase Order and authorize a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

Committee: Finance + Council

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Wintrow Construction Corporation for construction services related to the emergency repair of the City of Medina railroad (see attached invoices).

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost: \$20,693.

Suggested Funding:

- sufficient funds in Account No. 145-0630-52215
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes
Reason: Vendor is waiting for payment.

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Ord./Res. Ord. 198-21
Date: 11-22-21



INVOICE

Wintrow Construction Corporation
673 Norton Avenue
Barberton OH 44203-1725
330-753-2983

Invoice No: 26693
Date: 9/30/2021
Due Date: 10/30/2021
Customer PO #
Job No: 7855

Bill To:
City of Medina, OH
132 North Elmwood Ave,
P.O.Box 703
Medina, OH 44256

Job Address:
near Root Candle
Medina, OH

Terms: Net 30 Days
A late payment charge of 1½% per month (18%
annum) shall be assessed on any past due balance.

Accounts Receivable Email: Jennifer@WintrowConstruction.com

Description	Unit	Qty.	Unit Price	Extended Price
Work Performed 9/21/21 - 9/22/21				
Dérailment Repairs	LS	1.00	16,632.77	16,632.77

SEE ATTACHED

Subtotal:	\$	16,632.77
*Sales Tax (if applicable):	\$	0.00
Invoice Amount (USD):	\$	16,632.77

*Please reference invoice number on check.
Enclose a tax exempt certificate if sales tax is deducted from remittance

City of Medina
Medina OH
Job #7855
Derailment by Root Candle
\$16,632.77
 Pat Patton

EMERGENCY

9/21/2021 Mobilization of Equipment (Boom)

1 Driver/Boom/Trailer	EC	1 hrs @	\$ 159.50	\$ 159.50
<i>Surcharge</i>				\$ 12.76
				\$ 172.26

Pulled from another job to begin derailment repairs by Al Root: loaded materials & equipment to change out a stick of rail & 6 [difficult] ties; waited for the car to be re-railed in case other repairs were needed quickly

1 FC	EC	11 hrs @	\$ 83.13	\$ 914.43
1 Foreman	EC	11 hrs @	\$ 83.13	\$ 914.43
2 Operator	EC	11 hrs @	\$ 80.32	\$ 1,767.04
3 Laborer	EC	11 hrs @	\$ 71.42	\$ 2,356.86
				\$ 5,952.76

Equip: Tool Truck / Boom Truck / Backhoe / Air Compressor \$ 1,800.00

6 7x9 IG Ties, new	@	\$ 64.00	\$ 384.00
12 Track Bolts/Washers	@	\$ 5.00	\$ 60.00
1 39' #131 Rail, relay	@	\$ 766.35	\$ 766.35
			\$ 1,210.35

9/22/2021 Loaded & Mobilized Material (ties, spikes) to Medina; Demob of (Boom)

1 Driver/Boom/Trailer	3 hrs @	\$ 135.00	\$ 405.00
<i>Surcharge</i>			\$ 32.40
			\$ 437.40

Mobilization of Crew \$ 32.00

Finished derailment repairs: cleaned out track, installed ties in curve, added 1 gauge rod

1 FC	10 hrs @	\$ 62.87	\$ 628.70
1 Foreman	10 hrs @	\$ 62.87	\$ 628.70
2 Operator	10 hrs @	\$ 61.67	\$ 1,233.40
3 Laborer	10 hrs @	\$ 53.79	\$ 1,613.70
			\$ 4,104.50

Equip: Tool Truck / Boom Truck / Backhoe / Air Compressor \$ 1,400.00

.21 7x9 IG Ties, new	@	\$ 64.00	\$ 1,344.00
2.5 50# Keg of Spikes	@	\$ 47.00	\$ 117.50
1 DE Gauge Rod	@	\$ 62.00	\$ 62.00
			\$ 1,523.50

Subtotal	\$ 16,632.77
-----------------	---------------------

Labor	\$ 10,698.92
Equipment	\$ 3,200.00
Materials	\$ 2,733.85
T&M TOTAL	\$ 16,632.77

Invoice Total	\$ 16,632.77
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INVOICE

Wintrow Construction Corporation
673 Norton Avenue
Barberton OH 44203-1725
330-753-2983

Invoice No: 26670
Date: 9/9/2021
Due Date: 10/9/2021
Customer PO #
Job No: 7836

Bill To:

City of Medina, OH
132 North Elmwood Ave.
P.O.Box 703
Medina, OH 44256

Job Address:

Medina, OH

Terms: Net 30 Days

A late payment charge of 1½% per month (18% annum) shall be assessed on any past due balance.

Accounts Receivable Email: Jennifer@WintrowConstruction.com

Description	Unit	Qty.	Unit Price	Extended Price
8/25/21 - Drove out to Medina to scope out broken rail area. Loaded necessary equipment & materials at yard for next day work.	LB/EQ	1.00	613.62	613.62
8/26/21 - Crew mobilized to Medina. Hi-railed to broken rail, removed & replaced broken rail, plugged ties, spiked rail to proper gauge, and profile ground rail ends to match existing rail profile. Track back in-service. Pat Patton & WLE were advised.				
FC	HR	5.00	62.87	314.35
Supervisor	HR	5.00	62.87	314.35
Forman/Op	HR	5.00	62.87	314.35
Pickup Truck / Tool Truck / Boom Truck / AC	EQUIP	1.00	825.00	825.00
Spikes	50#KG	0.50	47.00	23.50
Track Bolts/Washers	EA	8.00	5.00	40.00
SSTP - Single Shoulder Tie Plates	EA	14.00	7.00	98.00
33' #90RB Rail, relay (2 pcs left on site)	EA	3.00	445.50	1,336.50
Joint Bars	PR	2.00	90.00	180.00

Subtotal: \$ 4,059.67
***Sales Tax (if applicable):** \$ 0.00
Invoice Amount (USD): \$ 4,059.67

Please reference invoice number on check
*Enclose a tax exempt certificate if sales tax is deducted from remittance

OK
Dennis Hanwell
11-16-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-227-11/22

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: November 16, 2021

SUBJECT: 1969 Courthouse Lease Committee Ad Hoc Committee

SUMMARY AND BACKGROUND:

Respectfully request Council to formally appoint Council President John Coyne and Council Pro-tem Jim Shields to represent Medina City Council on the above committee. Further request Council formally appoint Mayor Dennis Hanwell to represent the City Administration. This committee will work with County representatives to develop the draft lease for the City of Medina to use the 1969 Courthouse building for Municipal Court operations. Once a lease is discussed and accepted by the Committee it will be presented to Medina City Council and the Board of Medina County Commissioners for modification and/or approval.

Estimated Cost: 0

Suggested Funding:

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: YES

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 21-228-11/22
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2021-043
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	
		938-0940-56612	bid/perf bond -refunds	300,000.00		X	appropriation needed to cover performance/bid bonds
		125-0459-52214	cdbg - advertisin	1,000.00		X	Clear negatives due to closing py po
		138-0458-52215	cdbg-chlp contractual	30,000.00		X	clear grant acct
		139-0458-52215	cdbg-home contractual	3,000.00		X	Clear grant acct
		108-0808-55513	bond issuance costs	193,000.00		X	bond issuance costs
		301-0707-55513	bond issuance costs	24,000.00		X	bond issuance costs
		546-0530-55513	bond issuance costs	42,000.00		X	bond issuance costs
		574-0874-55513	bond issuance costs	5,000.00		X	bond issuance costs
		108-0808-55510	pmt to refunded bond escrow agent	5,830,000.00		X	bond issue
		301-0707-55510	pmt to refunded bond escrow agent	1,645,000.00		X	bond issue
		546-0530-55510	pmt to refunded bond escrow agent	2,700,000.00		X	bond issue
		108-0808-55511	bond principal payment	550,000.00		X	bond issue
		301-0707-55511	bond principal payment	160,000.00		X	bond issue
		546-0530-55511	bond principal payment	425,000.00		X	bond issue
		574-0874-55511	bond principal payment	345,000.00		X	bond issue
		108-0808-55512	bond interest payment	90,000.00		X	bond issue
		301-0707-55512	bond interest payment	26,000.00		X	bond issue
		546-0530-55512	bond interest payment	44,000.00		X	bond issue
		574-0874-55512	bond interest payment	4,800.00		X	bond issue
						X	
		147-0658-56615	Federal Airport Grant Fund - Adv Out	269,100.00		X	appropriation needed to repay advance
		380-0686-56615	Issue 2 Project Fund - Adv Out	478,000.00		X	appropriation needed to repay advance
		109-0726-56615	Grants Fund - Adv Out	70,666.00		X	appropriation needed to repay advance
		109-0658-56615	Grants Fund - Adv Out	14,950.00		X	appropriation needed to repay advance
			Total increases to fund:	13,250,516.00			
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 11/16/2021

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:
APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 199-21

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

No. RCA 21-229-11/22

FROM: Keith H. Dirham
DATE: November 15, 2021
SUBJECT: Amend vacation period in the Salaries and Benefits Code

Committee: Finance & Council

SUMMARY AND BACKGROUND:

Last year due to the COVID-19 pandemic and employees being unable to utilize their vacation time, Council added Paragraph F to the Salaries and Benefits Code 31.13, Section 2, as follows:

For the year 2020, the last day of the vacation period shall be December 31, 2020 rather than the last day of the payroll year as described in Section D.

We would like to continue this policy into 2021 and going forward. In the past, the City's accounting software did not allow us to calculate vacation on a calendar year due to the biweekly payroll schedule. This meant the vacation balance showing on employee paystubs was always slightly off, hence the reason we changed the Code to payroll year, syncing vacation year and payroll year. Then in fall 2020, the City's accounting software was upgraded, and now allows us to use the calendar year for purposes of vacation. Paystubs can now show exact usage and balances if we change the vacation period to calendar year. This will be so much easier for employees to know how much vacation they can use and have used in a one year period. Therefore, I respectfully request that Council amend 31.13 Section 2(D) as follows:

The vacation period is from the first day of the calendar year through the last day of the calendar year. ~~The payroll year is based on pay dates, not worked dates.~~

Article 24, Section 10 of the current Teamsters Contract will also need to be amended to reflect this change. We may need to do a Memorandum of Understanding if requested by the union. Police union contracts do not have the vacation period language.

Estimated Cost: 0

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Employees need to be notified as soon as possible, and this needs to take effect before the end of the payroll year (December 18, 2021).

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

*Ord. 200-21
11-22-21*

- J. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- K. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- L. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- M. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
- N. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.
(Ord. 102-20, 203-20)

Section 2. General practices and definitions.

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Department Head is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.
- B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.
- C. Basic Work Week. A basic work week as used in Section 31.09.
- D. The vacation period is from the first day of the payroll year through the last day of the payroll year. The payroll year is based on pay dates, not worked dates.
- E. For the year 2020, the requirement that employees take off three weeks before being compensated for unused vacation described in Section A shall be waived at the discretion of the appointing authority of the employee.
- F. For the year 2020, the last day of the vacation period shall be December 31, 2020 rather than the last day of the payroll year as described in Section D.

(Ord. 79-17, 130-17, 102-20, 203-20)

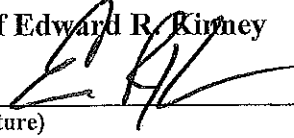
REQUEST FOR COUNCIL ACTION

No. RCA 21-230-11/22

Committee Finance

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

Mayor's Initials: _____



(Signature)

Guidelines: See information on back of form

Date: 11/5/21

Subject: Purchase of (2) 2022 Ford Interceptor; (1) 2022 Ford Interceptor with rear air as a K9 vehicle; (1) 2022 Nissan Rogue Sport as a detective bureau vehicle

Summary and Background:

Respectfully request Council's approval for the purchase of (3) Ford Interceptors, one upgraded as a K9 vehicle and (1) Nissan Rogue as a Detective Bureau vehicle. The upfit of all three Interceptors is included in this cost and will be purchased under the (CUE) Community University Education Purchasing Contract from Montrose Ford. Requesting PO in the amount of \$170,000.00.

Estimated Cost: \$168,002.45

Suggested Funding: Upfit Cost 106-0001-54413 (\$45,033.93); Vehicles 106-0101-54417 (\$122,968.52)

Sufficient Funds in Account: Yes

Transfer Needed From: To:

New Appropriation Needed: N/A

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

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

FORD VEHICLE QUOTE CONFIRMATION

CITY OF MEDINA

Dealer: F44209

2022 INTERCEPTOR

Page: 1

Order No: **G017-G018 PATROL** Priority: A4

FIN:QH807

Order Type:58

Price Level: 215

K8A	4DR AWD POLICE	549	PWR MIRR HTD
	.119" WHEELBASE	59B	KEY CODE 1284X
UM	AGATE BLACK	68G	RR DR/LK INOP
9	CLTH BKTS/VNL R		FLEX-FUEL
6	EBONY		SP DLR ACCT ADJ
500A	EQUIP GRP		SP FLT ACCT CR
	.AM/FM STEREO		FUEL CHARGE
99B	3.3L V6 TI-VCT	B4A	NET INV FLT OPT
44U	10SPD AUTO TRAN		DEST AND DELIV
	FLEET SPCL ADJ		
17T	CARGO DOME LAMP		
18D	GBL LOCK/UNLOCK		
425	50 STATE EMISS		
43D	COURTESY DISABL		
51R	DRV LED SPT LMP		

C.U.E Cost for car only	\$	33,857.49
HALL PUBLIC SAFETY Upfit for (1)	\$	14,084.62
Patrol Unit		
TITLE ONLY	\$	15.00
	\$	47,957.11
x2 Patrol Units	\$	95,914.22

CITY OF MEDINA

C.U.E. Quote

Attn: Lt. Scott Marcum

Model Yr: 22 Body: K8A Beg Ord: G017 No Units: 002 End Ord: G018

Ord Type: 0 Order Code: 500A

Priority: A4 Paint: UM Trim: 96 Accent: ___ Roof: ___

Options: B4A 17T 18D 425 43D 44U 51R 549 59B 68G 794 98F 99B

Init: _ Cust/Flt Name: MEDINA Ord FIN: QH807 User FIN: QH807

PO Number: PATROL Ship-to Code: ___ Additional Trailers (Y/N): _

Derek Powers
Fleet/Gvmt. Sales Mgr.
Montrose Ford
QUOTED 10/26/2021

STATUS: CLEAN UNSCHEDULED ORDER

STATUS DATE: 10/28/21



UPFITTERS

Hall Public Safety Upfitters

Corporate Office
8291 Darrow Rd.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Estimate

EST-10059

Customer

Montrose Auto Group

Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Estimate Date : October 20, 2021

Expiration Date : November 20, 2021

Project : Medina City PD- 2022
Utility Interceptor

Ship To

Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Sales rep : Jason Hall

#	Item & Description	Qty	Rate	Amount
1	**reuse- front partition, gun rack, radio, radar, camera system and computer	1.00		
2	Serina Tall Mans Partition Transfer Kit for a 20-22 Utility Interceptor with Recess Panels and 2 PC Lower Extension Panels SKU : PT2185ITU20TM	1.00 EA		
3	Serina Stand Alone OEM Replacement Transport Seat, with #12 Coated Polycarbonate Cargo Partition, Center Pull Seat Belt for 20-22 Utility Interceptor SKU : QK0566ITU20	1.00 EA		
4	Serina Aluminum Push Bumper for 20-22 Utility Interceptor SKU : PB400SUV-UINT20	1.00 EA		
5	Whelen Cencom Core Amplifier Control Module SKU : C399	1.00 EA		
6	Whelen Installation Kit for Cencom Core Series for 20-21 Ford Interceptor Utility WITHOUT 61B Factory Option SKU : C399K4	1.00 EA		
7	Whelen Core controller 8 push buttons, 4 position slide switch, 7 position rotary knob and traffic advisor buttons SKU : CCTL6	1.00 EA		
8	Whelen WeCanX 16 Output Expansion Module SKU : CEM16	1.00 EA		
9	Whelen Vehicle to Vehicle Module, Includes Internal Antenna SKU : CV2V	1.00 EA		
10	Whelen compact 100 Watt Composite Speaker SKU : SA315U	1.00 EA		

#	Item & Description	Qty	Rate	Amount
11	Whelen SA315 Mount Kit for 20-21 Utility Interceptor Driver Side SKU : SAK66D	1.00 EA		
12	Whelen Vertex LED light- Red SKU : VTX609R tail light	1.00 EA		
13	Whelen vertex LED light- Blue SKU : VTX609B tail light	1.00 EA		
14	Whelen vertex LED light- Clear SKU : VTX609C 4 corner	4.00 EA		
15	Whelen ION Duo Red/White SKU : I2D front push bumper	1.00 EA		
16	Whelen ION Duo Blue/White SKU : I2E front push bumper	1.00 EA		
17	Whelen ION Duo Red/Blue SKU : I2J rear window and rear side windows	4.00 EA		
18	Whelen ION T-Series Linear DUO Blue/White SKU : TL12E side of push bumper and rear gate	2.00 EA		
19	Whelen ION-T Series Linear DUO Red/White SKU : TL12D side of push bumper and rear gate	2.00 EA		
20	Whelen ION-T Series Linear DUO Red/Blue SKU : TL12J under gate	2.00 EA		
21	Whelen 54" Legacy DUO WeCanX Lightbar- Red/Blue with white front and amber rear SKU : EB2SP3J	1.00 EA		
22	Whelen Lightbar Mount Kit for 20-21 Utility Interceptor SKU : MKE2105	1.00 EA		
23	Hint Equipment Installation Case for SETINA Rear Cargo Partition with CUTOUT for 20-21 PIU SKU : EIC-7712-20-SETINA	1.00 EA		
24	Havis Charge Guard battery saver/timer SKU : CG-X	1.00 EA		
25	Abile 2 Multi Accessorry Outlet with USB Port SKU : 14,0434	1.00 EA		
26	Secure Idle Ignition System for Interceptor Sedan and SUV with LED Round Switch SKU : SI240-T-IH-LED	1.00 EA		
27	Whelen 6" round dome light, red/white SKU : 60CREGCS officer area	1.00 EA		

#	Item & Description	Qty	Rate	Amount
28	Whelen 3" Round LED compartment light, white SKU : 35C0CDCR prisoner area	1.00 EA		
29	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02	1.00 EA		
30	Gamber Johnson Faceplate for Kenwood TK8360 SKU : 7140-0345	1.00 EA		
31	Gamber Johnson Faceplate for Whelen Cencom SKU : 7160-0339	1.00 EA		
32	Gamber Johnson 9" mongoose locking slide arm with motion device SKU : 7160-0220	1.00 EA		
33	Labor - Mobile SKU : Labor - Mobile Remove needed equipment from old cruiser	1.00		
34	Labor - Mobile SKU : Labor - Mobile Install lightbar, console, mobile radio and antenna, siren/lightbar controller, 6 corner LED kit, push bumper, grill lights, rear side window lights, rear deck lights, MDT system, camera system, front partition with gun rack, rear partition, rear seat and misc. other items, wire in and test.	1.00		
35	Misc. wires SKU : Misc. wires Misc. wires, connectors, supplies and hardware	1.00 EA		
36	Data control harness and cables SKU : Data control	1.00 EA		
			Sub Total	13,634.62
			Shipping charge	450.00
			Total	\$14,084.62

Notes

Thank you for your business !!

****Remit to Mailing Address****
12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days

FORD VEHICLE QUOTE CONFIRMATION

CITY OF MEDINA Dealer: F44209
 2022 INTERCEPTOR Page: 1
 Order No: **G016 K-9 Unit** Priority: A4 FIN:QH807 Order Type:5B Price Level: 215

K8A	4DR AWD POLICE	51R	DRV LED SPT LMP
	.119" WHEELBASE	549	PWR MIRR HTD
UM	AGATE BLACK	59B	KEY CODE 1284X
9	CLTH BKTS/VNL R	68G	RR DR/LK INOP
6	EBONY		FLEX-FUEL
500A	EQUIP GRP		SP DLR ACCT ADJ
	.AM/FM STEREO		SP FLT ACCT CR
99B	3.3L V6 TI-VCT		FUEL CHARGE
44U	10SPD AUTO TRAN	B4A	NET INV FLT OPT
	FLEET SPCL ADJ		DEST AND DELIV
17A	AUX CLIMATE CTL		
17T	CARGO DOME LAMP		
18D	GBL LOCK/UNLOCK		
425	50 STATE EMISS		
43D	COURTESY DISABL		

C.U.E Cost for car only	\$	34,408.54
HALL PUBLIC SAFETY Upfit for (1) K-9 Unit	\$	16,864.69
TITLE ONLY	\$	15.00
	\$	51,288.23

CITY OF MEDINA
 C.U.E. Quote
 Attn: Lt. Scott Marcum

Model Yr: 22 Body: K8A Beg Ord: G016 No Units: 001 End Ord: _____

Ord Type: 0 Order Code: 500A
 Priority: A4 Paint: UM Trim: 96 Accent: ___ Roof: ___
 Options: B4A 17A 17F 18D 425 43D 44U 51R 549 59B 68G 794 98F 99B
 Init: _ Cust/Flt Name: MEDINA_____ Ord FIN: QH807 User FIN: QH807
 PO Number: K9 UNIT_____ Ship-to Code: _____ Additional Trailers (Y/N): _

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford
 QUOTED 10/26/2021

STATUS: CLEAN UNSCHEDULED ORDER STATUS DATE: 10/28/21



UPFITTERS

Hall Public Safety Upfitters

Corporate Office
 8291 Darrow Rd.
 Twinsburg, Ohio 44087
 855-387-3911
 Hallpublicsafety.com

Remit to/Mailing Address
 12400 Beechlawn Ave. N.E.
 Alliance, Ohio 44601

Estimate

EST-10060

Customer

Montrose Auto Group

Attn: Derek Powers
 3960 Medina Rd
 , Fairlawn OH

Estimate Date : October 20, 2021

Expiration Date : November 20, 2021

Project : Medina City PD- K-9
 2022 Utility Interceptor

Ship To

Attn: Derek Powers
 3960 Medina Rd
 , Fairlawn OH

Sales rep : Jason Hall

#	Item & Description	Qty	Rate	Amount
1	**Reuse- gun rack, radio, radar, camera system, computer, Hot-N-Pop system, truck vault rear system.	1.00		
2	Seena Aluminum Push Bumper for 20-22 Utility Interceptor SKJ : PB400SUV-UINT20	1.00 EA		
3	Whelen Cencom Core Amplifier Control Module SKJ : C399	1.00 EA		
4	Whelen Installation Kit for Cencom Core Series for 20-21 Ford Interceptor Utility WITHOUT 61B Factory Option SKJ : C399K4	1.00 EA		
5	Whelen Core controller 8 push buttons, 4 position slide switch, 7 position rotary knob and traffic advisor buttons SKJ : CCTL6	1.00 EA		
6	Whelen WeCanX 16 Output Expansion Module SKJ : CEM16	1.00 EA		
7	Whelen Vehicle to Vehicle Module, includes Internal Antenna SKJ : CV2V	1.00 EA		
8	Whelen compact 100 Watt Composite Speaker SKJ : SA315U	1.00 EA		
9	Whelen SA315 Mount Kit for 20-21 Utility Interceptor Driver Side SKJ : SAK66D	1.00 EA		
10	Whelen Vertex LED light- Red SKJ : VTX609R tail light	1.00 EA		

#	Item & Description	Qty	Rate	Amount
11	Whelen vertex LED light- Blue SKU : VTX609B tail light	1.00 EA		
12	Whelen vertex LED light- Clear SKU : VTX609C 4 corner	4.00 EA		
13	Whelen ION Duo Red/White SKU : I2D front push bumper	1.00 EA		
14	Whelen ION Duo Blue/White SKU : I2E front push bumper	1.00 EA		
15	Whelen ION Duo Red/Blue SKU : I2J rear window and rear side windows	4.00 EA		
16	Whelen ION T-Series Linear DUO Blue/White SKU : TL12E side of push bumper and rear gate	2.00 EA		
17	Whelen ION-T Series Linear DUO Red/White SKU : TL12D side of push bumper and rear gate	2.00 EA		
18	Whelen ION-T Series Linear DUO Red/Blue SKU : TL12J under gate	2.00 EA		
19	Whelen 54" Legacy DUO WeCanX Lightbar- Red/Blue with white front and amber rear SKU : EB25P3J	1.00 EA		
20	Whelen Lightbar Mount Kit for 20-21 Utility Interceptor SKU : MKEZ105	1.00 EA		
21	Hint Equipment Installation Case for SETINA Rear Cargo Partition with CUTOUT for 20-21 PIU SKU : EIC-7712-20-SETINA	1.00 EA		
22	Havis Charge Guard battery saver/timer SKU : CG-X	1.00 EA		
23	Abre 2 Multi Accessorry Outlet with USB Port SKU : 14.0434	1.00 EA		
24	Secure Idle Ignition System for Interceptor Sedan and SUV with LED Round Switch SKU : SI240-T-IH-LED	1.00 EA		
25	Whelen 6" round dome light, red/white SKU : 60CREGCS officer area	1.00 EA		
26	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02 Also faceplate for ACE controller	1.00 EA		
27	Gamber Johnson Faceplate for Kenwood TK8360 SKU : 7140-0345	1.00 EA		

#	Item & Description	Qty	Rate	Amount
28	Gamber Johnson Faceplate for Whelen Cencom SKU : 7160-0339	1.00 EA		
29	Gamber Johnson 9" mongoose locking slide arm with motion device SKU : 7160-0220	1.00 EA		
30	Havis K-9 Insert with Prisoner Transport for 20-21 Utility Interceptor SKU : K9-F28-PT	1.00 EA		
31	ACE K-9 Firmware Upgrade SKU : FIRMWARE UPGRADE *Serial# C502E5057G-12494*	1.00 EA		
32	ACE K-9 heavy duty door solenoid system SKU : DP-HDS-K	1.00 EA		
33	ACE K-9 Gas Spring Only (Door Shock Only) SKU : D-SSO-D	1.00 EA		
34	Truck Vault Conversion Kit Floor Mounted for 11-22 Utility Interceptor SKU : P-964	1.00 EA		
35	Labor - Mobile SKU : Labor - Mobile Remove needed equipment from old cruiser	1.00		
36	Labor - Mobile SKU : Labor - Mobile Install lightbar, console, mobile radio and antenna, siren/lightbar controller, 6 corner LED kit, push bumper, grill lights, rear side window lights, rear deck lights, MDT system, camera system, gun rack, K-9 insert, Hot-N-Pop system, and misc. other items, wire in and test.	1.00		
37	Misc. wires SKU : Misc. wires Misc. wires, connectors, supplies and hardware	1.00 EA		
38	Data control harness and cables SKU : Data control	1.00 EA		
			Sub Total	16,089.69
			Shipping charge	775.00
			Total	\$16,864.69

Notes

Thank you for your business !!

****Remit to Mailing Address****
12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days

VEHICLE QUOTE CONFIRMATION

STATE OF OHIO

Order No: **S123** Priority: 2022 NISSAN ROGUE SPORT F#G87389 Order Type: Page: 1 Price Level: RETAIL

XXXXX	S AWD	\$25,260.00
	2.0 Liter I4	\$0.00
KAD	Gun Metallic	\$0.00
L93	FLOOR MATS/FIRST AID	\$290.00
	DESTINATION	\$1,150.00

TOTAL BASE AND OPTIONS	\$ 26,700.00
TOTAL	\$ 26,700.00

BID AMOUNT	\$ 20,800.00
	\$ 20,800.00

RS902821 (INDEX GDC093)

STATE OF OHIO
Attn: LT SCOTT MARCUM

Derek Powers
Fleet/Gvmt. Sales Mgr.
Montrose Ford

OK
2/1/2021
11-10-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-231-11/22

FROM: Nino Piccoli Service Director
DATE: November 4, 2021
SUBJECT: Expenditure Approval

Committee Finance

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase the existing Purchase Order with Lake County Sewer. This increase will allow the Street department to continue the necessary repairs on the City Storm sewer system. We are requesting this PO to be increased to a new total of \$25,000.00

Suggested Funding:

53319

- Sufficient funds in Account No. 102-0620-~~52215~~
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



City of Medina
 132 North Elmwood Ave
 P.O. Box 703
 Medina, OH 44258

PURCHASE ORDER

Page: 1
 P.O. Number: 2021001667
 P.O. Date: 11/10/2021
 Req. Number: 2021-SER-0042

Requested By: Lilly Selva
 Blanket Type: RB
 Ship Via:
 Terms:

Deliver To SERVICE DIRECTOR
 CITY OF MEDINA
 132 NORTH ELMWOOD AVENUE
 MEDINA, OHIO 44256

Vendor L00015
 LAKE COUNTY SEWER CO INC
 32900 LAKELAND BLVD
 WILLOWICK, OH 44095

TERMS:
 1. City of Medina is exempt from excise or sales tax.
 2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
 3. Delivery must be prepaid to destination shown above or billed to same.
 4. No change may be made in this order without consent of the Director of Finance.
 DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	RB-STORM SEWER MAINT	102-0620-53319				\$1,500.00

Purchase Order Total: \$1,500.00

This amount has been lawfully appropriated for such purpose and is in the treasury or in the process of collection.

Keith A. Dvornik

11/12/2021

Director of Finance

Date

REQUEST FOR COUNCIL ACTION

OK
R. Hamel
11-19-2021

NO. RCA 21-232-11/22

FROM: Patrick Patton



COMMITTEE

REFERRAL:

Finance

DATE: November 10, 2021

SUBJECT: Easements for Gates Mills Bridge Replacement

In order to complete project #1061: Gates Mills Bridge Replacements, the City must acquire a total of three (3) easements from property owners. Attached are two (2) of the easements needed for this project; see below for a summary:

	Property	Acquisition	Value
1	815 Gates Mills Boulevard PPN 028-19D-05-281; part of Medina City Out Lot No. 1644	One (1) storm sewer and drainage easement	\$3,344.64
2	816 Gates Mills Boulevard PPN 028-19D-05-274; part of Medina City Out Lot No. 1651	One (1) storm sewer and drainage easement	\$1,347.85
TOTAL			\$4,692.49

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

ESTIMATED COST: \$4,692.49

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE THOUSAND THREE HUNDRED FORTY SEVEN and 85/100) Dollars (\$1,347.85) and other good and valuable consideration recited herein given to SHARON Y. SCHUESSLER hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, Medina County, Ohio and known as being part of Lot 1651 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 21, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29th day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at the intersection of the Grantor's northwesterly property corner and the northeasterly right of way line of Gates Mills Blvd. and the **True Point of Beginning** of the parcel herein described;

1. Thence **North 51 degrees 31 minutes 12 seconds East** a distance of **22.00 feet** to a point on the Grantor's northwesterly property line;
2. Thence **South 38 degrees 28 minutes 48 seconds East** a distance of **16.00 feet** to a point;
3. Thence **South 51 degrees 31 minutes 12 seconds West** a distance of **22.00 feet** to a point on the Grantor's southwesterly property line and the northeasterly right of way line of Gates Mills Blvd.;
4. Thence, **North 38 degrees 28 minutes 48 seconds West** a distance of **16.00 feet** on the Grantor's southwesterly property line and the northeasterly right of way line of Gates Mills Blvd. to the **True Point of Beginning** and enclosing an area of 0.0081 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel No. 028-19D-05-274.

Bearings do not match plat and are based on an assumed meridian for reference only. This description was prepared and reviewed under the supervision of Marv E.

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 816 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-274, part of Medina City Lot 1651 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert, headwall and rock rip rap installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances and rock channel protection; to remove a portion of the existing concrete driveway and to replace it in kind with concrete; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 816 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-274, part of Medina City Lot 1651 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the

EXHIBIT A

DRAWING OF EASEMENT AREA

STA. 10+17.00 N 38°28'48" W

52.00' LT

16.00'

STA. 10+33.00

52.00' LT

N 51°31'12" E

22.00'

STA. 10+33.00

30.00' LT

S 38°28'48" E

16.00'

IRON PIPE FOUND

N 51°31'12" E,

0.10'

SHARON Y SCHUESSLER
PPN: 028-19D-05-274

N 51°31'12" E

(M01)

Ex R/W

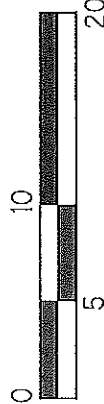
⊙ P.F.

CONSTRUCTION LIMITS

± R/W & CONSTRUCTION
GATES MILLS BLVD

S 38°28'48" E

STA. 10+17.00



HORIZONTAL
SCALE IN FEET

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (THREE THOUSAND THREE HUNDRED FORTY FOUR and 64/100) Dollars (\$3,344.64) and other good and valuable consideration recited herein given to MEGAN E. COWEN also known as MEGAN E. COWEN TRIPP hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, Medina County, Ohio and known as being part of Lot 1644 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 14, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29th day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at the Grantor's southeasterly property corner and the intersection of the southwesterly right of way line of Gates Mills Blvd., 60' wide; thence following the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. **North 38 degrees 28 minutes 48 seconds West** a distance of **45.00 feet** to a point on the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the **True Point of Beginning** of the parcel herein described;

1. Thence **South 51 degrees 31 minutes 12 seconds West** a distance of **25.00 feet** to a point;
2. Thence **North 38 degrees 28 minutes 48 seconds West** a distance of **35.00 feet** to a point on the Grantor's northwesterly property line;
3. Thence **North 51 degrees 31 minutes 12 seconds East** a distance of **25.00 feet** to a point on the Grantor's northwesterly property corner and the intersection of the southwesterly right of way line of Gates Mills Blvd.;
4. Thence, **South 38 degrees 28 minutes 48 seconds East** a distance of **35.00 feet** along the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the **True Point of Beginning** and enclosing an area of 0.0201 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 815 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-281, part of Medina City Lot 1644 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert and headwall installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances; to remove a portion of the existing concrete driveway and to replace it in kind with concrete; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 815 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-281, part of Medina City Lot 1644 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13 day of September, 20 21.

Grantor:

Megan E. Cowen Tripp

Signature: Megan Tripp

Print Name: MEGAN COWEN TRIPP

State of Ohio)

County of Medina) SS:

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

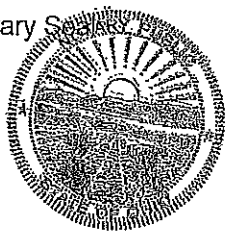
In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 13 day of September, 2021.

Notary Signature: [Handwritten Signature]

Print Name: Dean T States

My Commission Expires: 12-1-2022

Notary Seal



DEAN T. STATES
Notary Public, State of Ohio
My Comm. Expires 12-01-2022
Recorded in Medina County

EXHIBIT A

DRAWING OF EASEMENT AREA

S 38°28'48" E

Ø R/W & CONSTRUCTION
GATES MILLS BLVD

IRON PIN FOUND

S 53°55'31" E,

0.30'

(M01)

30.00'

(M01)

L.S. 51°31'12" W

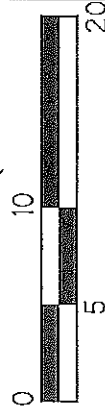
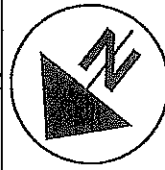
EX R/W

STA. 10+35.00
30.00' RT
T.P.O.B. (1-SH)

CONSTRUCTION LIMITS

STA. 10+35.00
55.00' RT

MEGAN E COWEN TRIPP
PPN: 028-19D-05-281



HORIZONTAL
SCALE IN FEET

10

STA. 10+00.00
30.00' RT

35.00'
N 38°28'48" W

25.00'
S 51°31'12" W

25.00'
N 51°31'12" E

S 38°28'48" E
35.00'

STA. 10+00.00
55.00' RT

REQUEST FOR COUNCIL ACTION

No. RCA 21-233-11/22

FROM: Keith H. Dirham
DATE: November 15, 2021
SUBJECT: Correction to Salaries and Benefits Code 31.14(C), Sick Leave

Committee: Finance

SUMMARY AND BACKGROUND:

This is a correction to Salaries and Benefits Code 31.14(C) regarding use of sick time for time off due to death in an employee's immediate family. Section 31.14 was revised in the 2020 update of the Salaries and Benefits Code to match Article 21 of the Teamsters Contract. However, Paragraph C is missing the words "three days," and currently reads:

A full-time employee may also use such sick leave, upon approval of the responsible administrative officer of the employing unit, for each death in their immediate family. Immediate family shall be defined to include...

Three days has always been the past practice for paycode employees, and mimics the Teamsters Contract. I respectfully request that Council amend 31.14(C) as follows:

A full-time employee may also use three days of such sick leave, upon approval of the responsible administrative officer of the employing unit, for each death in their immediate family. Immediate family shall be defined to include...

Estimated Cost: 0

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

NO. RCA 21-234-11/22

FROM: Patrick Patton

*OK
Patton
11-16-2021*

COMMITTEE
REFERRAL: Finance

DATE: November 16, 2021

SUBJECT: NOACA Electric Vehicle Charging Stations Grant Agreement

Previously Council authorized the administration to submit a Letter of Interest to NOACA regarding installation of fast charging electric vehicle charging stations (EVCS) at the City Hall Parking Deck (Resolution 30-21).

We have been notified by the NOACA that the City has been selected for installation of two (2) fast charging EVCS through this federally funded program. This request asks that Council accept the attached Partner Agreement with NOACA and authorize the Mayor to sign the agreement as the City's authorized representative.

Thank you for your consideration.

ESTIMATED COST: No cost to the City

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:
Reason:

Yes.

NOACA submitted the agreement to the City on November 12, 2021 with the request that the agreement be returned prior to December 22, 2021. Assuming this request is passed by the Finance Committee on November 22, it would be on Council's agenda for the December 13 meeting.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Patrick Patton

From: Randy Lane <RLane@mpo.noaca.org>
Sent: Friday, November 12, 2021 3:32 PM
Subject: NOACA Electric Vehicle Charging Station Program - Site Summaries and Draft Agreement
Attachments: NOACA_EV_ChargingStation_Summary_FINAL.pdf; Electric Vehicle Charging Station Program Partner Agreement 10-25-21.docx

Hello Partners,

Thank you all for your participation in helping to ensure that the site evaluations were successful. Attached you will find a summary from those visits. The summary contains the final list of sites that we will be partnering with you to move forward for implementation.

Also attached is the draft NOACA / Partner agreement that I am requesting for your review and execution. Please complete the sections of the agreement highlighted in yellow for each approved site. Those Partners that have multiple sites will have a separate agreement for each site. I am requesting that agreements be executed with signature and returned to my attention by email **prior to December 22nd**. If there are any concerns with this request please bring to my attention ASAP.

Thank you for your continued partnership. Please let me know any additional questions or concerns.

Randy Lane

Director of Programming
Northeast Ohio Areawide Coordinating Agency
1299 Superior Avenue
Cleveland, OH 44114
216-241-2414, ext. 300
www.noaca.org
rlane@mpo.noaca.org



Electric Vehicle Charging Station Program Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **[NAME OF COMMUNITY/ORGANIZATION]**, hereinafter referred to as the **PARTNER**, **[STREET ADDRESS, CITY, STATE, ZIP]**; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as **NOACA**, 1299 Superior Avenue, Cleveland, Ohio, 44114.

1. PURPOSE

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Congestion Mitigation and Air Quality (CMAQ) program and the funds apportioned to Ohio under 23 U.S.C. 149 are administered by the Ohio Department of Transportation ("ODOT").
- 1.2 NOACA has been allocated federal funds and is contributing a local portion of funds for a project involving the planning, distribution and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization. The Project is identified as PID 112897, and named District 12/District 3 NOACA EV Charging Stations.
- 1.3 The Partner is authorized to enter into contract with NOACA to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 **[Partner Name]** owns the property known as and located at **[Street Number, Street Name, Zip Code]**; and is agreeable to allow use of a portion of that property as a site for installation, operation and maintenance of electric vehicle charging stations under the Project. As of the date of this Agreement, the intended location is depicted on Exhibit A attached hereto.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for NOACA and the PARTNER in administration, construction, operation and maintenance of the PROJECT.

2. FUNDING

- 2.1 NOACA shall using the above-mentioned federal funding and the local share that NOACA is providing to pay for all eligible items at a rate of 100% participation to implement the PROJECT as scoped, including all expenses associated with preliminary engineering, design, planning; construction and construction administration activities.
- 2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

NOACA and the PARTNER shall designate a point of contact for all communications with associated with performance of the PROJECT. The point of contact shall be responsive to all communications in the performance of the PROJECT. As of the Effective Date of this Agreement, the parties designate the following contacts:

NOACA:
Randy Lane
NOACA
1299 Superior Avenue
Cleveland, OH 44114
rlane@mpo.noaca.org
(216) 241-2414, ext. 300

PARTNER:
[CONTACT NAME]
[COMMUNITY/ORGANIZATION NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]
[EMAIL]
[PHONE NUMBER]

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, NOACA shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

6.1 NOACA will service as the Local Public Agency ("LPA") for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. NOACA will engage the services of any consultants and contractors necessary to perform the PROJECT provided under this Agreement.

6.2 NOACA will in coordination with the Partner, assess potential sites to determine level of scope, costs, and schedule for charger installation the identified site.

6.3 NOACA will be responsible for:

a. Development of detailed project scope and location identification as well as an engineer's estimate identifying all costs necessary for implementation of the Project.

- b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
 - c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
 - d. Directly or through a consultant perform construction inspection (Consultant)
 - e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit and approval. To the extent necessary to obtain such permit, license or approval, Partner will cooperate with NOACA or its contractor in obtaining such permit, license or approval as may be necessary.
- 6.4 NOACA shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 Either NOACA or its contractor will make application with ODOT for a standard permit (MR 509) through ODOT's epermitting portal.
- 6.6 NOACA shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and to maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended) a copy of which is appended hereto as Exhibit B.
- 6.7 Typical construction items, for which NOACA is responsible, depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint striping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required) included in the original purchase price
 - Construction inspection
- 6.8 NOACA shall require that its contractor or vendor cooperate with ODOT in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV Charging ports under Section _12.
- 6.9 NOACA or its contractor or vendor will be responsible for registering the location, hours of availability and other details about the EV Charging Stations at the ODOT site in any mapping or other relevant EV Charging Station database.

- 6.10 NOACA will ensure compliance with all federal requirements associated with project implementation, including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting and reporting.
- 6.11 NOACA will include provisions in its Project or construction contract requiring that routine troubleshooting of the Electric Vehicle charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

- 7.1 As provided in Section 8, Partner will provide access to a specific location on its property for the construction, maintenance and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.
- 7.2 Partner will coordinate with NOACA in
 - a. The assessment of potential sites to determine level of scope, costs, and schedule for charger installation at each identified site:
 - b. The development of detailed project scope and location identification
 - c. The development of an engineer's estimate identifying all costs necessary for implementation
 - d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.
- 7.3 Partner will within this Agreement grant NOACA a right of entry onto its property to perform inspections or surveys in the planning of construction at ODOT's site and for the full construction/installation of the EV Charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.
- 7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV Charging Stations.
- 7.5 Partner will maintain public access to the EV Charging Stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

- 8.1 The PARTNER hereby grants a temporary license and permission for a Right of Entry to NOACA, its consultants, contractors and subcontractors, and utility providers ("Agents") for entry onto the work area located at [STREET ADDRESS, CITY, STATE, ZIP], for the purpose of making surveys and tests and constructing the PROJECT, including installation of electric vehicle supply equipment ("EVSE"), necessary site and utilities improvements to operate the EVSE.

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the "Term"), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the PROJECT shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 NOACA and its Agents shall coordinate all Improvements onsite with the designated PARTNER contact for the Work Area by telephone or by email.
- 8.5 NOACA, and its Agents shall notify the PARTNER contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. NOACA, or its Agents, shall provide the following information to the PARTNER contact at the time of notification:
- (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by NOACA and its Agents, will be reviewed, approved and inspected by the PARTNER before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 NOACA and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.
- 8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and NOACA shall contact State and Federal oversight agencies for guidance.

9. OWNERSHIP OF PROJECT EQUIPMENT

- 9.1 Upon completion of installation and construction EV Charging Station at the Partner's site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible to provide maintenance as covered in Section 10, including maintenance of an electric power supply.
- 9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it; or choose to have the equipment removed and discontinue making the charging stations available to the public.
- 9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five year period, the Partner/ODOT will be responsible for maintaining an agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

- 10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The PARTNER shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The PARTNER shall also maintain public access to the site for 12 hours or more per day for the full useful life.
- 10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.
- 10.3 The PROJECT will be included for review under NOACA's annual Project Maintenance Monitoring Policy. If selected for maintenance review, NOACA will coordinate with the PARTNER to perform a site maintenance review in accordance with the policy, which may result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

- 11.1 The PARTNER will provide, or arrange to be provided through the Electric Vehicle Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:
1. Location: Site name, EVSE ID number, address, city, zip, county
 2. Operational uptime (percentage)
 3. Number of charge events
 4. Number of unique vehicles
 5. Average charge time per event (minutes)
 6. Average kW per charge event
 7. Total kW consumed

12. FEE STRUCTURE

- 12.1 The PARTNER shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The PARTNER shall not monetarily profit or direct fees collected to any other purpose.
- 12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.
- 12.3 Management of the fee payment system will be handled by NOACA's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection, management and disbursement of fees will be set out in a separate written Agreement to be entered after NOACA has awarded the Project construction contract.
- 12.4 Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.

12.5 Following the term of this Agreement, in the event that Partner/ODOT chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner/ODOT will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

13.1 NOACA, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of NOACA or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.

13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to ODOT/Partner copies of certificates of insurance coverage.

14. GENERAL

14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.

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

14.5. NOACA agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

14.6 NOACA certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. NOACA understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

14.7. NOACA affirms that it is compliant with R.C. § 3517.13.

- 14.8 NOACA affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), NOACA warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 14.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures delivered electronically (by facsimile or electronic mail) shall be deemed originals for all intents and purposes. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 14.11 While this Agreement is captioned as Partner Agreement, that neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and NOACA.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: [COMMUNITY/ORGANIZATION NAME]	PARTNER: [COMMUNITY/ORGANIZATION NAME]
By:	By:
Legal Counsel	[AUTHORIZED REPRESENTATIVE]

OK
D. Hanwell
11-16-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-235-11/22
Committee: Finance

FROM: Mayor Dennis Hanwell

DATE: November 16, 2021

SUBJECT: Wellness Services Agreement with Medina Hospital

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign an agreement between the City of Medina and Medina Hospital effective January 1, 2022 and ending December 31, 2022. This provides services and health risk assessment to City staff as part of our Healthy Medina Program. The charge per participant is \$83.00, which is consistent with last year's charges.

Law Director approved per DH.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No. 001-0707-52226
- 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:

**AMENDMENT
TO THE
WELLNESS SERVICES AGREEMENT BETWEEN
MEDINA HOSPITAL
AND
CITY OF MEDINA**

This Amendment (the "Amendment"), entered into as of _____, 202_ is between **MEDINA HOSPITAL** ("MH") and **CITY OF MEDINA** ("COMPANY") and modifies the Wellness Services Agreement dated as of August 1, 2012 and as may be amended (the "Agreement") (MH Contract ID CW2336692).

WITNESSETH:

WHEREAS, MH and COMPANY desire to make modifications to the Agreement as set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, MH and COMPANY agree to amend the Agreement as follows:

1. This Amendment shall serve as notice that the parties agree to renew the Agreement for one (1) year, ending on December 31, 2022, in accordance with the terms set forth in Section 6 of the Agreement.
2. Supplement the Agreement to include Exhibit D, attached hereto and incorporated herein.

Except as modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect. All capitalized words not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one theme and instrument.

IN WITNESS WHEREOF, the parties hereby execute this Amendment through their authorized representatives as of the date first written herein.

MEDINA HOSPITAL

CITY OF MEDINA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D
STATEMENT OF WORK
Number:
Project:
Organization: City of Medina

This Statement of Work ("SOW") dated as of _____, 202_, shall be governed and controlled by the Wellness Services Agreement dated August 1, 2012, as amended, between Medina Hospital ("MH") and the City of Medina ("Company"). The parties agree that this SOW is effective as of January 1, 2022.

1. INTRODUCTION

- a. Medina Hospital provides companies with wellness assessment services. Company would like to retain MH to provide Wellness Assessment services to Company employees, with an emphasis on prevention. MH will provide these services pursuant to this Statement of Work.

2. Scope of Services

Medina Hospital will provide programming and screenings for the employees of the City of Medina.

Annual Biometric Screening - consisting of cholesterol, diabetes, hypertension, and obesity risk assessments - \$83.00 per participant
Health Risk Assessment (HRA) screening
Follow-up report identifying top health risks for each participant
Educational opportunities addressing top health risks as identified by the HRA
Various wellness campaigns and challenges to encourage increased physical fitness
Monthly newsletters for updates, information for participants to continue their efforts, and web-based educational videos
Participation in all Community screenings, education, challenges, events.
"Wellness-breaks" informational presentations, e.g. brown bag lunch and learns
A Cleveland Clinic Healthy Medina liaison who attends Wellness Committee meetings

Medina Hospital Responsibilities

Oversee and initiate a working group committee. Suggested members of the committee should be: wellness representative(s) as designated by Medina Hospital, administrative representative(s) as designated by Medina City Council and city representative(s) as designated by the mayor of the city of Medina.

Determine meeting schedule
Responsible for determining schedule of events and promotion
Provide staffing /speakers for events
Provide volunteers for events
Provide Newsletter or other related materials

City of Medina Responsibilities

Promote the programs through city resources
Assist in distribution of marketing materials and/ or assist in cost savings for distribution
Encourage participation in programming and events
Help in providing staffing/volunteers for programs as needed.

Benefits

This is a win win for the City of Medina as well as the Medina Hospital. Medina Hospital can continue to solidify their presence and commitment to the city of Medina while helping the city to continue in its efforts to live a healthier lifestyle. The City of Medina can provide wellness opportunities for their employees.

[signatures on the following page]

MEDINA HOSPITAL

CITY OF MEDINA

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (print or type)

Name (print or type)

Title

Title

Date

Date

*ok
20
11-16-2021*

REQUEST FOR COUNCIL ACTION

No. RCA 21-236-11/22
Committee: Finance

FROM: Mayor Dennis Hanwell

DATE: November 16, 2021

SUBJECT: Sublease agreement for Medina Hospital to use space at Medina Community Recreation Center

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the first amendment for extension to sublease agreement for Medina Hospital to continue to provide services at the Medina Community Recreation Center. The existing lease expires March 1, 2022 and the attached sublease will commence on March 2, 2022 and continue through March 31, 2027 (per attached).

Law Director approved. per DH

Estimated Cost: 0

Suggested Funding:

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

 **Cleveland Clinic - Law Department**

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

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

CONTRACT INFORMATION

Contract ID: 4256339
Master Agreement Number: 3088221
Dept Reference No.:
Contract Description: FIRST AMENDMENT FOR EXTENSION TO SUBLEASE AGREEMENT FOR
MEDINA HOSPITAL CONTINUE PROVIDING SERVICES (1,723 SF) AT MEDINA RECREATION CENTER SAME
RATES & TERMS. WITH 60 DAYS OUT BOTH PARTIES.
Institute: Operations
Submitting Dept: REAL ESTATE
Contract Amount: \$210,000
Dept Contact: MARYANN MCKEEVER
PETER VOLAS

TERM INFORMATION

Effective Date: 3/2/2022
Expiration Date: 3/31/2027
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: HEATHER SUMMERS

Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4256339
Attorney: SUMMERS, HEATHER
By: Smith, Janice
Date: 11/9/2021 8:05:11 AM

**FIRST AMENDMENT
TO
SUBLEASE AGREEMENT**

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (the "First Amendment") is made and entered into as of _____, 2021 by and between the **City of Medina**, a municipal corporation and political subdivision organized under its charter and the laws of the State of Ohio (the "City") and **Medina Hospital**, an Ohio non-profit corporation (the "Hospital").

WHEREAS, Hospital and City have entered into a certain Sublease Agreement effective as of March 1, 2011 (the "Sublease") pursuant to which Hospital subleased from City the exclusive use of Rooms U-032, U-033, U-034 and U-037 and an area designated solely for the use of rehabilitation services, as well as the non-exclusive use of the leisure pool, one 25-meter lap lane of the competitive pool, the fitness room, and field house and running track in the Medina Community Recreation Center (the "Recreation Center"). The Recreation Center is situated on land leased by the City from the Medina School District ("the "Master Lessor") pursuant to an Operating Agreement dated May 30, 2001 (the "Master Agreement") and is located at 855 Weymouth Road, Medina, Ohio 44256;

WHEREAS, Hospital and City have entered into a Wellness Service Agreement dated July 1, 2015, as amended by Amendments to Wellness Service Agreement effective July 1, 2018 and July 1, 2021 (collectively, the "Wellness Agreement") which remains in full force and effect and sets forth the terms and conditions under which the parties have agreed to jointly operate a Wellness Program within the Recreation Center;

WHEREAS, the initial one year term of the Sublease, as extended for ten additional terms of one year each, is scheduled to expire on March 1, 2022; and

WHEREAS, the parties desire to extend and amend the Sublease as set forth below.

NOW THEREFORE, in consideration of the mutual covenants, conditions and premises hereinafter set forth, the parties hereto hereby agree to amend the Sublease as follows:

1. Incorporation of Recitals. The recitals set forth above, the Sublease, the Master Agreement, and Wellness Agreement referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this First Amendment.
2. Term. The Term of the Sublease shall be extended commencing on March 2, 2022 (the "Effective Date") and continuing through March 31, 2027 (the "First Extended Term"), unless earlier terminated pursuant to the terms and conditions of the Sublease. Either party may terminate the Sublease at any time upon sixty (60) days' notice to the other party. In the event either the Master Agreement or the Wellness Agreement expires or is terminated, this Sublease shall automatically terminate.
3. Notices. Section 13 of the Sublease shall be modified to show the following addresses for Hospital notices: Medina Hospital, 1000 E. Washington Street, Medina, OH 44256, Attn: COO; The Cleveland Clinic Foundation, 9500 Euclid Avenue, HS1-02, Cleveland, OH 44195, Attn: Sr. Director of Real Estate; The Cleveland Clinic Foundation, 3050 Science Park Drive, AC321, Beachwood, OH 44122, Attn: Sr. Counsel, Real Estate.
4. Confidentiality. The following paragraph shall be added to the Sublease as Section 14:

“14. CONFIDENTIALITY

Each party agrees that it will hold in strict confidence all documents, materials and other information concerning the Sublease (whether obtained before or after the date of the Sublease), including, without limitation, the business terms contained herein. Such documents, materials, information and terms shall not be communicated to any third party (other than to a party’s partners, counsel, accountants, financial advisors or lenders) and no public statements regarding the Sublease (e.g., press releases) shall be made without the permission of the other party. The obligation of each party to treat such documents, materials, information and terms in confidence shall not apply to any information which: (i) is or becomes available to such party on a non-confidential basis from a source other than such party; (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents; (iii) is required to be disclosed as part of the application for any permit or entitlements related to the Sublease; or (iv) is required to be disclosed under applicable law or judicial process, but only to the minimum extent it must be disclosed.”

5. General. Except as specifically amended hereby, the terms and conditions of the Sublease shall remain unchanged and in full force and effect. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sublease. In the event any provision contained in the First Amendment conflicts with the terms and conditions of the Sublease, the terms of this First Amendment shall control.

6. Representations and Warranties. City hereby represents, warrants and agrees that it has timely performed all of its obligations under the Master Agreement, prior to the date hereof and is not in default of any of its obligations thereunder and that, to the best of its knowledge, Master Lessor has timely performed all of its obligations under the Master Agreement, prior to the date hereof and is not in default of any of its obligations thereunder.

7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original as against any party whose signature appears on it, and all of which shall together constitute a single instrument. This First Amendment shall become binding when one or more counterparts, individually or taken together, bear the signatures of all parties. This First Amendment may be executed and delivered by facsimile or other electronic means, with such electronic copy to serve as conclusive evidence of the consent and ratification of the matters contained herein by the parties hereto.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this First Amendment to be effective as of the Effective Date.

CITY OF MEDINA:

MEDINA HOSPITAL:

By: _____

By: _____

Print Name:

Print Name: Jason Hergenroeder

Title:

Title: Executive Director, Financial Accounting

ACKNOWLEDGMENT FOR CITY

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CITY OF MEDINA, through _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is the free authorized act and deed of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Ohio, this _____ day of _____, 2021.

(Notary Seal) _____
Notary Public
My commission expires _____

ACKNOWLEDGMENT FOR HOSPITAL

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for the said County and State, personally appeared the above-named MEDINA HOSPITAL, by Jason Hergenroeder, its Executive Director, Financial Accounting, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed of the non-profit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this _____ day of _____, 2021.

(Notary Seal) _____
Notary Public
My commission expires _____

CONSENTED TO AND APPROVED BY:

MASTER LESSOR:

Medina School District

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT FOR MASTER LESSOR

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named MEDINA SCHOOL DISTRICT, through _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed of the MEDINA SCHOOL DISTRICT.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Ohio, this _____ day of _____, 2021.

(Notary Seal)

Notary Public
My commission expires _____

Dennis Hanwell

From: Greg Huber <ghuber@gambit.net>
Sent: Thursday, November 4, 2021 9:38 AM
To: Dennis Hanwell
Subject: RE: Rec Center Sublease Agreement

Mayor: I reviewed the agreement and it looks fine; no problems.

Greg

Gregory A. Huber, LLC
Attorney at Law
600 East Smith Road
Medina, OH 44256
Tel: (330)722-5300
Fax: (330)722-2437

CONFIDENTIAL NOTICE

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From: Dennis Hanwell [mailto:dhanwell@medinaoh.org]
Sent: Wednesday, November 03, 2021 10:59 AM
To: Greg Huber (ghuber@gambit.net); Greg Huber
Cc: Dennis Hanwell
Subject: FW: Rec Center Sublease Agreement

Greg
Can you please review and advise before we submit to Council.
Thanks
Dennis

From: Flowers, Cynthia <flowerc2@ccf.org>
Sent: Wednesday, November 3, 2021 10:55 AM
To: Dennis Hanwell <dhanwell@medinaoh.org>
Subject: Rec Center Sublease Agreement

Good Morning Mayor,

Please see the attached redline for review. If agreeable, we will have legal finalize and send for signatures.

Thanks, Cindy



Cindy Flowers | Executive Secretary to
Richard K. Shewbridge, MD, FACP, President &
Jim Madasz, Chief Operating Officer &
Matt Vrobel, MD, Chief Medical Officer
Medina Hospital | 1000 E. Washington Street | Medina, OH 44256 | (330) 721-5656

Please consider the environment before printing this e-mail

Cleveland Clinic is currently ranked as one of the nation's top hospitals by *U.S. News & World Report* (2021-2022). Visit us online at <http://www.clevelandclinic.org> for a complete listing of our services, staff and locations. Confidentiality

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ORDINANCE NO. 52-11

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SUBLEASE AGREEMENT WITH THE MEDINA GENERAL HOSPITAL TO JOINTLY OPERATE A WELLNESS PROGRAM WITHIN THE MEDINA RECREATION CENTER, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance 13-04, passed January 26, 2004 authorized and Operating and Sublease Agreement with Medina General Hospital;

WHEREAS: It has been deemed necessary to amend the original Sublease Agreement with Medina General Hospital.

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

SEC. 1: That the Mayor is hereby authorized to enter into a Sublease Agreement with the Medina General Hospital to jointly operate a Wellness Program within the Medina Recreation Center.

SEC. 2: That a copy of the Sublease Agreement is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the collection of the increased rent; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: April 25, 2011 **SIGNED:** Cynthia M. Fuller
President of Council

ATTEST: Kathy Patton **APPROVED:** April 26, 2011
Clerk of Council

SIGNED: Dennis Hanwell
Mayor

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, entered into effective the 15th day of March, 2011, by and between the City of Medina, a municipal corporation and political subdivision organized under its charter and the laws of the State of Ohio ("City") and Medina Hospital, a nonprofit corporation organized under the laws of the State of Ohio ("Hospital") and the Medina City School District.

WHEREAS, City operates the Medina Community Recreation Center (the "Recreation Center") on land leased from the Medina City School District ("School District") and located adjacent to and integrated with the Medina High School; and

WHEREAS, City and Hospital have entered into an agreement entitled "Operating Agreement for Medina Wellness Program" (the "Operating Agreement"), setting forth the terms and conditions under which the parties have agreed to jointly operate a Wellness Program within the Recreation Center; and

WHEREAS, City and Hospital wish to enter into this Sublease Agreement to carry out the intent of the Operating Agreement;

NOW THEREFORE, in consideration of the payment by Hospital of the rents hereinafter reserved by City, and the performance and observance by the parties of all the terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. PREMISES

City does hereby demise and sublease unto Hospital four (4) rooms in the Recreation Center, designated as rooms U-032 (595 square feet), U-033 (88 square feet), U-034 (66 square feet) and U-037 (974 square feet) according to the site plan attached hereto as Exhibit "A." This sublease includes limited use by Hospital therapists and therapy patients of the leisure pool, one 25-meter lap lane of the competitive pool, the fitness room, field house and running track as outlined in the Operating Agreement. Medina General Hospital will have at their discretion an area designated solely for the use of rehabilitation services.

2. TERM

The term of this Sublease shall be for one (1) year commencing on March 1st, 2011, and terminating on March 1st, 2012; provided that if the Operating Agreement shall terminate on an earlier date, this Sublease Agreement shall terminate concurrently with the Operating Agreement. The term of this Sublease shall also terminate simultaneously with the termination of the underlying Lease between the City and the School District. Hospital shall have the right to renew the term of this Sublease for ten (10) additional terms of one (1) year each, subject to renegotiation of the rental amount and subject to the right of either party to terminate the Operating Agreement and in turn this Sublease Agreement, on sixty (60) days' written notice. All rights and obligations as between the parties shall terminate upon termination of the Operating Agreement and this Sublease Agreement.

3. **SUBJECT TO OPERATING AGREEMENT**

This Sublease Agreement is subject in all respects to the terms and conditions of the Operating Agreement, which terms and conditions are incorporated herein by this reference. The parties agree to perform and abide by all the terms of the Operating Agreement. Any default under the Operating Agreement shall be considered a default under this Sublease Agreement. Both the Sublease Agreement and the Operating Agreement are subject to all terms of the Operating Agreement between the City and the School District dated May 30th, 2001. The parties hereto agree to comply with any of the requirements of the master operating agreement between the City and the School District.

4. **RENT**

Hospital agrees to pay to City, as annual base rent for the initial term, the sum of Forty-Two Thousand Dollars (\$42,000.00), payable in monthly installments of Three Thousand Five Hundred Dollars (\$3,500.00) in advance on the first day of each month. The rent shall be inclusive of all utilities, with the exception of telephone service, which shall be the sole responsibility of Hospital. Hospital is responsible for cleaning service for the premises identified as U-032, U-033, U-034 and U-037.

5. **USE OF PREMISES**

Hospital shall use the Premises as set forth in the Operating Agreement for the Medina Wellness Program.

6. **ALTERATION OF PREMISES**

Hospital shall be responsible for the costs of any alteration or modification required by the Hospital for use of the four (4) rooms which comprise the Premises. Prior to commencing alteration of the Premises, Hospital shall obtain the written approval of the City and the School District. Upon termination of this Lease, Hospital shall restore the premises to its original condition except for normal wear and tear.

7. **SIGNS**

Hospital may install suitable signs on the outside of the Premises while following stipulations and locations outlined in the Wellness Service Agreement entered into July 1st, 2010 between the Hospital and the City of Medina. The Hospital will be responsible for repair of any damage caused by the signs or installation or removal of the signs.

8. **INSURANCE**

The School District shall obtain and maintain a policy for general public liability, all risk, fire and property damage insurance for the replacement value of the Recreation Center. Hospital shall obtain and maintain in force all risk or fire insurance relating to Hospital fixtures, furnishings, and all personal property of Hospital in, on, or about the Premises on a full replacement value basis. Hospital shall provide and keep in full force workers' compensation insurance on Hospital employees as required by law.

9. WAIVER OF SUBROGATION

The City, the School District and the Hospital do hereby waive any rights of subrogation each such party may have under any circumstances against the other party. The City, the School District and the Hospital release each other and their respective principals, employees, representatives, and agents from any claims for damage to any person or to the Recreation Center or to Recreation Center facilities caused by, or that result from fire or any other risks that could be insured against under any insurance policies that could be carried by the parties or are in force at the time of any such damage. The City, the School District and the Hospital shall cause each insurance policy obtained by each of them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

10. COVENANTS OF TITLE AND QUIET ENJOYMENT

City warrants that the City is the lawful sublessor of the Premises and has the authority or has received all necessary approvals to make this Sublease. If Hospital pays the rent as agreed, and fulfills all other conditions and obligations under this Sublease, Hospital may quietly enjoy the Premises without hindrance by City or any person lawfully claiming under City.

11. DEFAULT

- A. In the event of a material default by either party in the performance of its obligations under this Sublease, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default. The defaulting party shall have ten (10) days to cure the default if the default involves a direct payment of money and thirty (30) days to cure the default if the default does not involve a direct payment of money.
- B. If the default shall not be resolved to the satisfaction of both parties within such thirty (30) day period, the non-defaulting party may terminate this Sublease.
- C. In the event of termination, the defaulting party shall have no further rights or obligations under this Sublease Agreement after the date of termination; however, the defaulting party shall not be relieved of its obligations under this Sublease which accrued prior to the date of termination.

12. MISCELLANEOUS

This Sublease shall be governed by the laws of the State of Ohio. This Sublease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. If any provision of this Sublease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances, and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and the circumstances. Headings and captions in this Sublease are inserted for convenient reference only and in no way define, limit or describe the scope or intent of this Sublease, nor constitute any part of this Sublease and are not to be considered in the construction of this Sublease.

13. NOTICES

All notices which either party hereto may give to the other party hereto shall be addressed, in the case of the City, as follows:

THE CITY OF MEDINA

132 North Elmwood Street

Medina, OH 44256

Attention: Mayor and Clerk of Council

And in the case of the Hospital, as follows:

MEDINA GENERAL HOSPITAL

1000 East Washington Street

Medina, OH 44256

Attention: Robert Stall, President and CEO

With a copy at the same address to the attention of: Lisa Barrett, Esq.

And in the case of the School District, as follows:

MEDINA CITY SCHOOL DISTRICT

120 West Washington Street

Medina, OH 44256

Attention: Jon Burkhart, Director of Business Affairs

Such notices shall be delivered personally, sent by certified mail to the above addresses or such other addresses in the United States of America as addressee may specify in writing, sent by facsimile transmission and promptly confirmed by regular mail or by overnight courier service. Delivery shall be deemed given upon receipt or delivery refused.

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

HOSPITAL:

MEDINA HOSPITAL

BY:


Robert Stall, President

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 7-11-11


CMSI #:

BY: 

CITY:

THE CITY OF MEDINA

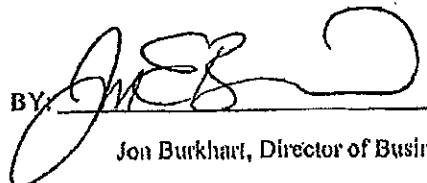
BY:

 4-26-11
Dennis Hanwell, Mayor

SCHOOL DISTRICT:

MEDINA CITY SCHOOL DISTRICT:

BY:


Jon Burkhardt, Director of Business Affairs

fully executed

ORDINANCE NO. 56-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WELLNESS SERVICES AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.

WHEREAS: The City of Medina desires to continue as a wellness partner with the Medina Community Recreation Center (MCRC) for certain community events; and

WHEREAS: Medina Hospital desires to serve as the official "Wellness Partner" of the MCRC.

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

SEC. 1: That the Mayor is hereby authorized to enter into a Wellness Services Agreement between the Medina Hospital, a Cleveland Clinic Hospital, and the Medina Community Recreation Center for a wellness partnership for the community.

SEC. 2: That a copy of the Wellness Services Agreement is marked Exhibit A, attached hereto and made a part hereof and is subject to the Law Director's final approval.

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: April 27, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 28, 2015

SIGNED: Dennis Hanwell
Mayor

ORD. 56-15
Exh. A

Wellness Service Agreement

This Wellness Services Agreement ("Agreement") is made and entered into as of July 1st, 2015. ("Effective Date") between the City of Medina, for its Medina Community Recreation Center ("MCRC"), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256 and Medina Hospital, A Cleveland Clinic Hospital ("Hospital"), located at 1000 E. Washington Street, Medina, Ohio 44256.

WHEREAS, MCRC is an organization in the business of providing recreational services to its local community; and

WHEREAS, Hospital desires to become a wellness partner of certain of MCRC's community services, as described herein, and receive certain marketing and promotional opportunities associated with said services on the terms and conditions set forth in this Agreement; and

WHEREAS, Hospital desires to serve as the official "Wellness Partner" of MCRC;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, Hospital and MCRC agree to as follows:

1. SERVICES.

MCRC agrees to provide the wellness benefits and promotional services at the locations and dates set forth and as described on the attached EXHIBIT A, which is hereby incorporated by reference (the "Services").

2. Independent Contractor Status.

In the performance of MCRC's obligations under this Agreement, MCRC shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render MCRC or any of its employees, agents, or officers, an employee, joint venture, agent, or partner of Hospital. MCRC is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Hospital, except as specifically set forth herein. The employees, methods, facilities, and equipment of MCRC shall at all times be under MCRC's exclusive direction and control.

3. Fees.

Fees and financial support for all Services under this Agreement provided by the parties shall be set forth in Exhibit A. If the Services outlined in Exhibit A are substantially changed, modified, reduced or cancelled, then Hospital shall be entitled to either a refund of the reasonably attributable portion of its wellness fee, or to additional Services from the MCRC in lieu thereof.

4. Responsibilities of MCRC

MCRC shall use its best efforts to facilitate and promptly complete the Services. MCRC will determine the methods, details and means of facilitating the Services.

5. Conflict of Interest.

Hospital maintains and adheres to a Conflict of Interest Policy. In that connection MCRC represents that no Hospital employees, officers or directors are employees, officers or directors of MCRC or serve on any boards or committees of or in any advisory capacity with MCRC, except as disclosed here in _____.

6. Tax Exempt Status.

The parties recognize that the Hospital is a non-profit, tax exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with Hospital's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of Hospital and/or any of its exempt affiliates, then Hospital will have the right to terminate this Agreement immediately.

7. Use of Name.

Except as required for purposes of performing its obligations under this Agreement, MCRC shall not use the name, logo, likeness, trademarks, image or other intellectual property of Hospital for any advertising, marketing, endorsement or any other purpose without the specific prior written consent of an authorized representative of Hospital as to each such use.

8. Confidential Information.

During the term of this Agreement, MCRC may learn certain confidential information about Hospital's business and/or operations. MCRC agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without Hospital's specific, prior written consent. This section shall survive termination of the Agreement.

9. Notices.

All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission if the necessary information for delivery of such is shown below, addressed as follows:

If to Hospital
Medina Hospital
Marketing
1000 E. Washington Street
Medina, OH 44256
ATTN: Ellie Westenburg

If to MCRC
Medina Community Recreation Center
855 Weymouth Road
Medina, OH 44256
ATTN: Michael Wright

10. Non-assignment.

MCRC shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of Hospital.

11. Jurisdiction and Venue.

This Agreement shall be governed by the Laws of the State of Ohio, without regard to conflicts of laws, provisions, and any legal action relating, in any way, to this Agreement, shall be brought in the courts sitting in the State of Ohio, County of Medina.

12. Compliance.

By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations relating to this Agreement as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement without further obligation on thirty (30) days written notice to the other party.

13. General.

In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. Any amendment to this Agreement must be in writing and must be signed by the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

14. Term and Termination.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for three (3) years until June 30th, 2018, unless either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such term.

15. Sponsorship Opportunity.

During the Initial or any Renewal Term of this Agreement, MCRC agrees to provide Hospital the first opportunity to be the "official sponsor" for any wellness event, screening, festival, or other program held either at MCRC, or off-site in conjunction with MCRC ("Event"), that is either initiated by MCRC, or proposed to MCRC by a third party, on terms no less favorable to Hospital. Hospital shall have a reasonable period of time to consider and respond to any such Event presented to it by MCRC. If the Hospital accepts the opportunity to sponsor the Event, the parties shall memorialize such acceptance and the details of the Event sponsorship in writing, which states that such Event sponsorship is governed by the terms of the Agreement.

[Remainder of this page intentionally left blank.]

16. Integration.

This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior written or oral agreements.

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

Medina Hospital, A Cleveland
Clinic Hospital

By: *Tom Tolisano*

Tom Tolisano
(print name)

Title: President

Date: 5/25/15

City Of Medina

By: *Dennis Hanwell*

Dennis Hanwell
(print name)

Title: Mayor

Date: 4-28-15

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 4/17/15 CMSI #: 2012889
BY: *Robert F. [Signature]*

Law Director, City Of Medina

By: *Greg Huber*

Greg Huber
(print name)

**Hopital Wellness Agreement Funds
July 1, 2015 - June 30, 2016**

Date	Item & Description	Actual	Estimate
Jul - Jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		\$ 4,000.00
	Direct Mail - 5000-8000 homes		\$ 2,500.00
	Print Ads		
Sep/Oct	Fall Walk N Talk Challenge		\$ 200.00
	Healthy Medina Promotional Items		\$ 150.00
	Prizes		
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		\$ 1,750.00
	Healthy Snacks ~ 50 participants		\$ 300.00
	Equipment		
Sep	Family First Night		\$ 100.00
	Presentation/Handouts		\$ 250.00
	Equipment - boardgames, games, activities		\$ 500.00
	Spaghetti Dinner		
Oct	Senior Day		\$ 300.00
	Healthy Medina Promotional Items		
Nov/Dec	Holiday Series - Cooking		\$ 200.00
	Presentors/Cooking Demonstrations		\$ 300.00
	Food Supplies		\$ 100.00
	Receipe Book		
Jan	Healthy Medina Kickoff		\$ 300.00
	Healthy Medina Promotional Items		
Jan/Feb	Walk N Talk Challenge		\$ 200.00
	Healthy Medina Promotional Items		\$ 250.00
	Prizes/Tshirts		
Mar/Apr	Biggest Loser Compettton		\$ -
	Healthy Medina Promotional Items		\$ 200.00
	Scale/measurement tools		\$ 150.00
	Prizes		
Mar/Apr	Couch to 5K		\$ -
	Healthy Medina Promotional Items		\$ 250.00
	pedometer/lap counter		\$ 150.00
	Prizes		
Mar	Family First Night		\$ 100.00
	Presentation/Handouts		\$ -
	Equipment - boardgames, games, activities		\$ 600.00
	Dinner		
May/Jun	Nutritlon Challenge/Healthy Eating		\$ 200.00
	Healthy Medina Promotional Items		\$ 150.00
	Prizes		
May/Jun	Couch to 5K		\$ -
	Healthy Medina Promotional Items		\$ 250.00
	pedometer/lap counter		\$ 150.00
	Prizes		
Jun - Aug	Outdoor Activity Competition - Family		\$ 500.00
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		
Jun	Safety Day / Kids Day		\$ 300.00
	Promotion Items		
	Hospital Logo on Bball Shirts ~ 1250 Kids (.30/screen)		\$ 375.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ 50.00
	Hospital Logo on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC websit		\$ -
			\$ 19,825.00

EXHIBIT A

Wellness and Promotional Services and Fees

1. Promotional Services:

Medina Hospital will serve as the official "Wellness Partner" of the MCRC, and the Cleveland Clinic/ Medina Hospital logo shall be used on related MCRC promotional literature, including brochures, pamphlets, postcards, print advertising, website links, email newsletter, promotional giveaways, etc.

2. Signage:

Medina Hospital signage currently displayed at MCRC will remain for the period of the contract.

Signage includes:

- Exterior signage at main entrance to building, under overhang, large brick wall
- Entrance driveway curb on curved wall next to MCRC section - optional
- New interior building signage for Rehab Services
- Entrance to pool and aquatic therapy treatment area
- Community Room A shall be recognized in all literature and room signage as "Medina Hospital Room." This room will be made available to the Hospital for any meetings or health talks the Hospital requests on a priority basis.
- Medina Hospital Health Kiosk near main entrance
- Signage recognizing Medina Hospital on the equipment purchased through previous agreements

3. Screenings:

- Hospital to provide regular screening schedule at MCRC. Education is provided to screening participants.

4. Miscellaneous:

- Hospital staff will provide contributions to the MCRC newsletter, website, etc.
- Hospital Therapy staff to provide quarterly in-services on use of fitness equipment to MCRC fitness room staff.
- Provide graduates of Rehab Services programs with a free one-week pass to the MCRC as an incentive to continue working out and to increase MCRC membership.

5. Fees:

Annual fee for Medina Hospital will be \$20,000 for the Initial Term in 2015 and for any Renewal Term commencing in 2016 and years thereafter.

Fee payments by Hospital shall be due forty five (45) days from receipt of invoice.

6. Use of funds:

The attached spreadsheet outlines the agreed upon schedule of how the annual fee must be used by MCRC during the Initial Term. This outline will serve as a template for each Renewal Term.

Hospital Wellness Agreement Funds
July 1, 2015 - June 30, 2016

Date	Item & Description	Actual	Estimate
Jul - Jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		
	Direct Mail - 5000-8000 homes		\$ 4,000.00
	Print Ads		\$ 2,500.00
Sep/Oct	Fall Walk N Talk Challenge		
	Healthy Medina Promotional Items		\$ 200.00
	Prizes		\$ 150.00
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		
	Healthy Snacks ~ 50 participants		\$ 1,750.00
	Equipment		\$ 300.00
Sep	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ 250.00
	Spaghetti Dinner		\$ 500.00
Oct	Senior Day		
	Healthy Medina Promotional Items		\$ 300.00
Nov/Dec	Holiday Series - Cooking		
	Presentors/Cooking Demonstrations		\$ 200.00
	Food Supplies		\$ 300.00
	Recipe Book		\$ 100.00
Jan	Healthy Medina Kickoff		
	Healthy Medina Promotional Items		\$ 300.00
Jan/Feb	Walk N Talk Challenge		
	Healthy Medina Promotional Items		\$ 200.00
	Prizes/Tshirts		\$ 250.00
Mar/Apr	Biggest Loser Competition		
	Healthy Medina Promotional Items		\$ -
	Scale/measurement tools		\$ 200.00
	Prizes		\$ 150.00
Mar/Apr	Couch to 5K		
	Healthy Medina Promotional Items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Mar	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ -
	Dinner		\$ 600.00
May/Jun	Nutrition Challenge/Healthy Eating		
	Healthy Medina Promotional Items		\$ 200.00
	Prizes		\$ 150.00
May/Jun	Couch to 5K		
	Healthy Medina Promotional Items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Jun - Aug	Outdoor Activity Competition - Family		
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		\$ 500.00
Jun	Safety Day / Kids Day		
	Promotion Items		\$ 300.00
	Hospital Logo on Bball Shirts ~ 1250 Klds (.30/screen)		\$ 375.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ 50.00
	Hospital Logo on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC website		\$ -
			\$ 19,825.00

OK
Hornell
4-16-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-237-11/22

FROM: MCRC *sw*
DATE: November 16, 2021
SUBJECT: MCRC Part Time Pay Rate Amendment

Committee: Finance

SUMMARY AND BACKGROUND:

The MCRC is requesting approval to amend Section 31.02 (E) of the Salaries and Benefits Code, relative to the Part Time Pay Rate Schedule. The Ohio Minimum Wage has increased, requiring changes to some part time pay rates. The MCRC is requesting the change be effective January 1, 2022 or the first pay period of the new year.

Please See Exhibit A for details.

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: Effective for first pay period of 2022

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

OK
Do Hammett
11-16-2021

REQUEST FOR COUNCIL ACTION

No. RCA 21-238-11/22

FROM: MCRC *SW*

Committee: Finance

DATE: November 16, 2021

SUBJECT: Cleveland Clinic Employee Health and Fitness Agreement Contract Approval

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center is requesting approval to extend the current Cleveland Clinic Fitness Center Health and Fitness Agreement for the Clinic's Employee Health Plan for the year of 2022. This is the third amendment of the original contract effective January 1, 2013.

Please see attached contract amendment for all details, pending approval of Law Director.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**Third Amendment to Cleveland Clinic Fitness Center
and
Medina Community Recreation Center
Health and Fitness Agreement**

This Third Amendment to the Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement ("Third Amendment") is made and entered into as of **January 1, 2022**, by and between **The Cleveland Clinic Foundation**, an Ohio nonprofit corporation, located at 9500 Euclid Avenue, Cleveland, Ohio 44195, on behalf of its Fitness Center, ("CCFFC"), and the **City of Medina**, an Ohio municipality, for its Medina Community Recreation Center, and amends the Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement between the parties effective January 1, 2013 (the "Agreement.")

WHEREAS, the Term of the Agreement, as amended by the Second Amendment effective January 1, 2019, expires on December 31, 2021, and the parties desire to extend the Term for one more year; and

WHEREAS, the parties desire to further amend the Agreement as described herein,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, CCFFC and the City of Medina, for its Medina Community Recreation Center, agree as follows:

1. **Term.** The Term of the Agreement expires on December 31, 2021. Therefore, the parties hereby agree that the Term shall be extended through **December 31, 2022** ("Term"), unless and until terminated earlier by the parties.
2. **Termination.** The parties hereby amend the Agreement to add a termination provision that either party may terminate the Agreement without cause upon sixty (60) days prior written notice to the other party.
3. **Rates.** The current member rates shall continue unchanged during the extended Term period.
4. **Effective Date of Third Amendment.** This Third Amendment is effective as of January 1, 2022.

All other terms and conditions of the Agreement not modified by this Third Amendment remain in full force and effect. In the event of any conflict between this Third Amendment and the Agreement, the terms of this Third Amendment will govern.

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

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

**THE CLEVELAND CLINIC
FOUNDATION**

**CITY OF MEDINA, for its Medina
Community Recreation Center**

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (print or type)

Name (print or type)

Title

Title

Date

Date

[Large, faint, stylized watermark text, possibly reading "DR" or similar, is visible across the page.]

**Second Amendment to Cleveland Clinic Fitness Center
and
Medina Community Recreation Center
Health and Fitness Agreement**

This Second Amendment to the Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement ("Second Amendment") is made and entered into as of October 1, 2019, by and between The Cleveland Clinic Foundation, an Ohio nonprofit corporation, located at 9500 Euclid Avenue, Cleveland, Ohio 44195, on behalf of its Fitness Center, ("CCFFC"), and the City of Medina, an Ohio municipality, for its Medina Community Recreation Center, and amends the Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement between the parties effective January 1, 2013 (the "Agreement.")

WHEREAS, the Term of the agreement, as amended by the Amendment effective December 31, 2015, technically expired on December 31, 2018, and the parties have continued to deal with each other under the terms of the Agreement; and

WHEREAS, the parties desire to retroactively re-instate, continue, and extend the Term of the Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, CCFFC and the City of Medina, for its Medina Community Recreation Center, agree as follows:

1. **Term.** The Term of the Agreement technically expired on December 31, 2018; however, the parties have continued to perform under the Agreement and desire to re-instate, continue and extend the Term for an additional three (3) year period. Therefore, the parties agree that the Agreement shall be re-instated and extended through December 31, 2021 ("Term"), unless and until terminated earlier by the parties.
2. **Rates.** The first Amendment, effective December 31, 2015, noted that the rates for all Medina Community Recreation Center members were to be adjusted effective January 1, 2016, and that a new twenty dollar (\$20) cancellation fee approved by the City of Medina was applicable to all cancelled memberships. For purposes of clarity, those 2016 membership rates currently remain the same. However, since CCFFC members receive a thirty percent (30%) discount off such membership rates, the parties acknowledge that if the Medina Community Recreation Center membership rates were to increase during the Term, then such rate increase will be applicable to CCFFC's discounted membership rates.
3. **Effective Date of Second Amendment.** This Second Amendment is effective as of January 1, 2019.

All other terms and conditions of the Agreement not modified by this Second Amendment remain in full force and effect. In the event of any conflict between this Second Amendment and the Agreement, the terms of this Second Amendment will govern.

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.

**THE CLEVELAND CLINIC
FOUNDATION**

**CITY OF MEDINA, for its Medina
Community Recreation Center**

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (print or type)

... DENNIS HANWELL

Name (print or type)

Title

MAYOR

Title

Date

Date



This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

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

CONTRACT INFORMATION

Contract ID: 4200824
Master Agreement Number: 3038652
Dept Reference No.:
Contract Description: SECOND AMENDMENT TO MASTER HEALTH AND FITNESS AGREEMENT -
EHP MEMBERS USE OF MEDINA RECREATION FACILITY, TO EXTEND TERM FOR 3 YEARS. RETROACTIVE
TO 1-1-2019.
Institute: Wellness
Submitting Dept: WELLNESS
Contract Amount: \$0
Dept Contact: LINDSEY SITKO

TERM INFORMATION

Effective Date: 1/1/2019
Expiration Date: 12/31/2021
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: JOHN RITCHEY

Paralegal:

Contract approved as to form for: 4200824
Attorney: RITCHEY, JOHN
By: Ritchey, John
Date: 10/1/2019 4:38:08 PM

HEALTH & WELLNESS AGREEMENT → AMENDMENT
to 2016-2018 EXT.

BOC APPROVED
4-25-16

Amendment to Cleveland Clinic Fitness Center
and
Medina Community Recreation Center
Health and Fitness Agreement

This Amendment to the Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement ("Amendment") is made and entered into as of the 31st day of December, 2015, between The Cleveland Clinic Foundation, an Ohio nonprofit corporation, located at 9500 Euclid Avenue, Cleveland, Ohio 44195, on behalf of its Fitness Center, ("CCFFC"), and the City of Medina, an Ohio municipality, for its Medina Community Recreation Center, and amends the Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement between the parties which was effective January 1, 2013 (the "Agreement.")

In consideration of the mutual promises and covenants contained herein, CCFFC and the City of Medina, for its Medina Community Recreation Center, agree as follows:

1. **Parties names.** The correct name of the contracting entity for the Cleveland Clinic Fitness Center is "The Cleveland Clinic Foundation." Therefore, all references to "Cleveland Clinic Fitness Center" in the Agreement are changed to "The Cleveland Clinic Foundation", with the continued use of the abbreviation "CCFFC," as originally defined in the Agreement.
2. **Term.** The Term of the Agreement expired on December 31, 2015; however, the parties have continued to deal with each other and desire to re-instate the Agreement, and continue and extend the Term for an additional three (3) year period. Therefore, the parties agree that the Agreement shall be re-instated and extended through December 31, 2018 ("Term"), unless and until terminated earlier by the parties.
3. **Duties and Responsibilities of Medina Community Recreation Center.** In the sixth (6th) bullet item, after the heading and following first sentence, the following new sentence is added:

"Effective January 1, 2016, Medina City Council approved a 5% increase for all MCRC membership plans and types. Following are the rates for 2016, which includes the Cleveland Clinic 30% discount:

Further, following the new sentence above, the previous rates are deleted in their entirety and replaced with the following:

Type	New	Renewal
Youth/College	\$121.10	\$112.70
Adult	\$175.00	\$160.30

Senior	\$91.00	\$84.00
2 Person	\$298.20	\$276.50
Family	\$394.80	\$368.90

In the eighth (8th) bullet item, the following new sentence is added at the end of the paragraph:

"Medina City Council approved a \$20 cancellation fee for all cancelled memberships. This \$20 cancellation fee will include all CCFFC memberships that are cancelled per notification from CCFFC."

4. Effective Date of Amendment. This Amendment is effective as of December 31, 2015.

All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment will govern.

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

THE CLEVELAND CLINIC
FOUNDATION

By: Tom Tulkarski
Authorized Signature
Tom Tulkarski MD
Name (print or type)
President
Title
4/2/2016
Date

CITY OF MEDINA, for its Medina
Community Recreation Center

By: Dennis Howell
Authorized Signature
Dennis Howell
Name (print or type)
Mayer / City of Medina
Title
4-26-16
Date

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: 3-25-2016 CMS1 #: CW2513846
BY: J. RICHIE

Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement

This Health and Fitness Agreement is made and entered into as of Dec 10th, 2012, between the Cleveland Clinic Foundation Fitness Center (CCFFC) and the City of Medina, Medina Community Recreation Center (MCRC), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256.

Overview of Program

- The MCRC agrees to allow all eligible Cleveland Clinic Caregivers and eligible spouses/dependents (must be over the age of 16) access to their facility.
- All program participants (including spouses and dependents) must comply with Employee Healthcare Plan (EHP) program requirements, CCFFC requirements, and policies and procedures of the MCRC.
- Membership does not include additional programming such as group fitness, personal training, swim lessons, or any educational programs.
- Any current member of the MCRC must wait until their membership expires before enrolling in the free EHP program. Refunds will not be issued.
- Any current member of CCFFC who wishes to use the MCRC must transfer their membership so their primary facility is MCRC. New EHP paperwork is not necessary; expiration date will stay the same. Will need to complete paperwork at the MCRC.

Duties and Responsibilities of the CCFFC

- Will assist with communication of program to all Cleveland Clinic Caregivers.
- Provide training to the Wellness Program Coordinator for membership sign-ups and measurements
- Coordinate installation of card readers and FITT program at the MCRC, at no cost to the MCRC
- Coordinate sign-up days and times for the first month of offerings and weekly from that point forward
- Work with staff at MCRC to provide logistics for members who sign-up
- Communicate with members monthly on important due dates for measurements or registration
- Disable access for those members who have not completed outlined requirements for membership. Provide MCRC with monthly list of members that need to be placed on hold in their system.
- Handle all inquiries in regards to fitness center requirements or questions, or forward inquiries to appropriate department (EHP)
- Provide monthly membership and visit reports to MCRC, to ensure that both databases are accurate.
- Troubleshoot any issues with Card Reader, FITT database, FITT log-in or Online Registration forms
- Provide EHP with monthly invoice for Medina members (Included with current invoice for all other facilities, excluding Fairview)
- Process cancellations and inform both EHP and MCRC when a member has cancelled or become ineligible. Notify MCRC weekly of any member who has cancelled or become ineligible.

- Process monthly payment to **MCRC** according to payment structure outlined in **MCRC** deliverables. Fitness Center will pay for full year membership at time of enrollment.
- Point of contact for **MCRC**, Medina Hospital, and **EHP**.
- Will process all medical holds for members.
- Maintain card reader at **MCRC**
- Ensure that **FITT** software is up to date on the Wellness Program Coordinator's computer.

Duties and Responsibilities of the Medina Community Recreation Center

- Provide access to facility for all eligible Cleveland Clinic employees and their dependents over the age of 16 at the agreed upon rates, to be paid by **CCFFC**.
- Invoice the **CCFFC** monthly for all eligible annual memberships purchased during that month.
- Will provide Fitness Center with monthly membership list and a visit report for any visitors who do not have scans in the **FITT** system.
- Space provided for card reader and computer kiosk for registration or checking visits.
- **MCRC** will continue to provide corporate membership rates to those **CCF** employees, volunteers or family members who are not eligible for membership through **EHP**.
- Cleveland Clinic Discounted Annual Rates. Reflect a 30% discount off the current membership rate. Rates are subject to change if ordinance changes
 - Youth/College- \$115.50
 - Adult- \$166.60
 - Senior- \$86.80
 - 2 person- \$284.20
 - Family- \$375.90
- Eligible employees will be able to sign up for any type of membership whenever they choose, and the **MCRC** will invoice the **CCFFC** monthly, based on date of registration. If a household has two adults and a qualifying Youth / College child, all the younger "ineligible" members of the family will be included in the family membership.
- For any member who cancels or becomes ineligible during their membership term, **MCRC** will prorate the remainder of the membership fees and credit the **CCFFC** on the monthly invoice. **CCFFC** will notify **MCRC** of all cancellations and ineligible members.
- Upon renewal of this program for additional contract years, any existing Medina Hospital employees will then be eligible for the further discounted renewal rate. This can be a savings range of \$7 to \$24 per membership.
- The **MCRC** will book community room A as needed for any Hospital screenings, assessments, or meetings that they may require as part of this program. The Hospital already has Rehabilitation Services Rooms on site for those things, but in the event those rooms are reserved, or inadequate, the **MCRC** will make every effort to accommodate the Hospital's needs.

- The MCRC will grant access to the Wellness Kiosk that will have dedicated computers with fitness tracking software and informational programs for all MCRC members.
 - The Cleveland Clinic may download any pertinent software to these computers for their employees' use, either for access scanning or fitness tracking.
 - Any specified Cleveland Clinic Wellness websites can be part of the few allowable sites for all MCRC members. (These computers will have very limited web access, with only a few sites allowed for public viewing.)
- Process membership holds for those members who do not complete membership requirements (Measurements). Fitness Center will provide monthly list.

Duties and Responsibilities of the Medina Hospital

- Communicate program offering to all Caregivers at Medina Hospital and affiliate locations.
- Medina Hospital will allocate 4 hours per week of the Wellness Program Coordinator's time to perform membership registration and measurements.
- All current MCRC members will have to wait until their membership expires before registering for the BHP membership.
- Access control at Medina Hospital will provide non-CCF employees with yellow fitness center badges. Confirmation letter is given to member at time of registration and must be brought to access control office.
- Medina Hospital will cover expense of card reader installation at MCRC.

Member Program Requirements

- All BHP members, including spouses and dependents, are required to have quarterly measurements taken in order to maintain free access to the facility. If measurements are not completed in the month they are due membership will be placed on hold and will not have access to the facility until measurements are completed.
- The member is responsible for knowing when their measurements are due. FITT website is provided to members to keep track of this information.
- Members are required to have at least 5 visits a month, since the fitness center is paying for an annual membership in full at time of enrollment. If the member goes 3 consecutive months without 5 visits their membership will be terminated. The MCRC will reimburse for any remaining membership fees after time of termination. Visits can be at any of the CCF owned Fitness Centers or the MCRC. NOTE: This is a fitness center requirement, not an BHP requirement.
- While using the MCRC or any CCF owned Fitness Center all Caregivers are expected to follow the Cleveland Clinic Code of Conduct. Violation of any of these policies will result in immediate termination of membership and possible corrective action.

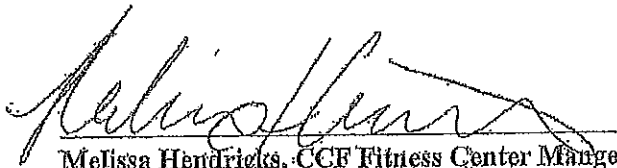
- While using the MCRC or any CCF owned Fitness centers all members must follow established policies and procedures for that facility. Violations of any policies will result in immediate termination of membership and possible corrective action.
- All EHP members are required to complete registration paperwork annually. Current year EHP insurance card and badge are required at time of registration.
- If the member will be out on medical leave for any reason and unable to use the facility, it is the members' responsibility to notify the Fitness Center and provide a letter from their physician excusing them from activity. Once this is provided the Fitness Center will put the membership on hold until member is cleared to exercise again. During any medical holds members are not subject to visit requirements or measurements, until membership is reactivated.

Other:

- CCFFC is responsible for maintaining the card reader located at the MCRC. This card reader is only to be used for Cleveland Clinic EHP members. Cleveland Clinic employees who are injured while using the MCRC are not covered under Cleveland Clinic liability insurance and are not able to file for Workers Compensation.

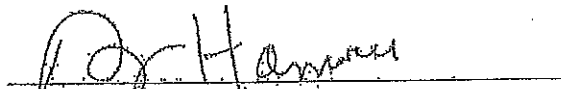
Term: This Agreement is valid for a term of three (3) years commencing on the 1st day of January, 2013, and shall continue in full force and effect until the 31st day of December, 2015.

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



Melissa Hendricks, CCF Fitness Center Manager

12/13/12
Date



City of Medina, Mayor

12/12/12
Date



City of Medina, Law Director

12/12/12
Date



President, Medina Hospital

12/14/12
Date

*OK Handled
11-16-2021*

REQUEST FOR COUNCIL ACTION

No. RCA 21-239-11/22

FROM: Kimberly Marshall & Patrick Patton

Committee Finance

DATE: November 16, 2021

SUBJECT: Branch Rd Infrastructure Improvements

SUMMARY AND BACKGROUND:

A request to renovate Branch Rd. from Commerce Drive to westerly limits of MCL 8875 (the Fruth Turner Property). Extend Sanitary sewer and water from Commerce Drive to the same parcel and install necessary storm sewer to drain the roadway. No work will be completed on the Fruth-Turner property within this scope. The roadway and all utilities will be completed within a 60 foot wide R/W of Branch Rd. A sanitary sewer easement maybe needed along the south side of Branch Road to the depth of the sanitary sewer. Prices assumes all labor to be paid State of Ohio prevailing wages. See attached Budget Estimate.

We are working with a manufacturing company out of Cleveland that wants to relocate to the City of Medina (Fruth-Turner site) located in the CEDA. Cooperative Economic Development Area with York Township. The company is willing to reimburse the city for the cost of the sanitary sewer, water mains, hydrants and fittings. Additionally, we are researching additional grant assistance from the State of Ohio to help offset the city portion of this project.

Suggested Funding:

- Sufficient funds in Account No. *T. B. D.*
- 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:

BUDGET ESTIMATE
EXPERT CRANE
BRANCH ROAD UPGRADE

PROJECT SCOPE

Rennovate Branch Rd. from Commerce Drive to westerly limits of MCL 8875 (the Fruth-Turner Property). Extend sanitary sewer and water from Commerce Drive to the same parcel, and install necessary storm sewer to drain the roadway. No work will be completed on the Fruth-Turner property within this scope. The roadway and all utilities will be completed within a 60 foot wide R/W of Branch Rd. A sanitary sewer easement maybe needed along the south side of Branch Road to the depth of the sanitary sewer. Prices assumes all labor to be paid State of Ohio prevailing wages.

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
				QTY.	TOTAL
EARTHWORK & REMOVAL ITEMS					
1	ODOT 201 Clearing and Grubbing, complete	LUMP	\$15,000	1	\$15,000
2	ODOT 651 Toposil Stripped and Stockpiled	Cubic Yard	\$20	250	\$5,000
3	ODOT 652 Placing Stockpiled Topsoil	Cubic Yard	\$20	250	\$5,000
4	ODOT 203 Excavation, not including embankment, for use as embankment material on-site	Cubic Yard	\$15	450	\$6,750
5	ODOT 203 Embankment, not including excavation, using onsite excavated material	Cubic Yard	\$15	650	\$9,750
6	ODOT 203 Embankment, not including excavation, using imported soil	Cubic Yard	\$50	200	\$10,000
7	ODOT 203 Excavation and Embankment, for removal and replacement of unsuitable pavement base material, not including embankment	Cubic Yard	\$60	50	\$3,000
8	ODOT 209 Linear Grading, Ditch Shaping	Lineal Foot	\$2	2,700	\$5,400
9	Pavement Removal, 6" to 8" Concrete, including sawcutting (driveways)	Square Yard	\$18	38	\$684
10	Pavement Removal, Asphalt Pavement, including sawcutting	Square Yard	\$10	620	\$6,200
SUBTOTAL, EARTHWORK & REMOVAL ITEMS:					\$66,784

STORM SEWER					
11	ODOT 202 Pipe Removed, replaced with 304	Lineal Foot	\$25	285	\$7,125
12	Storm Sewer, 12-inch diameter, outside pavement areas as per plan (including trenching, furnishing and installing bedding, and backfill)	Lineal Foot	\$50	750	\$37,500
13	Storm Sewer, 12-inch diameter, within pavement areas as per plan (including trenching, furnishing and installing bedding, and premium backfill)	Lineal Foot	\$80	110	\$8,800
14	4-inch perforated, corrugated polyethylene smooth lined pipe (curb drain) complete including trenching, aggregate backfill per plan detail, fabric wrap and tie-in to storm	Lineal Foot	\$10	2,790	\$27,900
15	Standard 2-2B Catch Basin, complete in place	Each	\$1,800	7	\$12,600
16	Standard 12 inch Half Headwall, complete in place	Each	\$1,000	2	\$2,000
SUBTOTAL, STORM SEWER:					\$95,925

BUDGET ESTIMATE
EXPERT CRANE
BRANCH ROAD UPGRADE

SANITARY SEWER					
17	Sanitary Sewer, 8-inch diameter SDR-35 PVC pipe, within pavement areas (premium fill required) as per plan (including trenching, furnishing and installing bedding, and	Lineal Foot	\$125	40	\$5,000
18	Sanitary Sewer, 8-inch diameter SDR-35 PVC pipe, outside pavement areas (natural compacted fill required) as per plan (including trenching, furnishing and installing bedding, and backfill, testing) complete in place	Lineal Foot	\$100	930	\$93,000
19	Sanitary Manhole installed outside pavement areas (including trench, furnishing & installing bedding and backfill, testing and connection to ex. 8" VCP pipe w/ conc.	Each	\$4,500	4	\$18,000
SUBTOTAL, SANITARY SEWER:					\$116,000

WATER MAINS, HYDRANTS and FITTINGS					
20	Flushing Assembly Removed	Each	\$1,000	1	\$1,000
21	Twelve (12) inch Ductile Iron Class 52 Water Main within pavement areas with Polyethylene Encasement, (including bedding and cover material, including trenching and furnishing and installing premium backfill)	Lineal Foot	\$110	50	\$5,500
22	Twelve (12) inch Ductile Iron Class 52 Water Main outside pavement areas with Polyethylene Encasement, (including bedding and cover material, including trenching and furnishing and installing natural backfill)	Lineal Foot	\$90	945	\$85,050
23	Hydrant Assembly, six (6) inch line, including tees, couplings, valve & valve box, risers, complete in place	Each	\$6,000	4	\$24,000
24	Twelve (12) Inch Line Valve with Valve Box, complete in place	Each	\$1,800	2	\$3,600
SUBTOTAL, WATER MAINS, HYDRANTS AND FITINGS:					\$119,150

BUDGET ESTIMATE
EXPERT CRANE
BRANCH ROAD UPGRADE

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
				QTY.	TOTAL
PAVEMENT					
25	ODOT 304 Aggregate Base	Cubic Yard	\$50	52	\$2,600
26	ODOT 301 Asphalt Concrete Base	Cubic Yard	\$275	104	\$28,600
27	ODOT 407 Tack Coat	Gallons	\$3	60	\$180
28	ODOT 442 Asphalt Concrete Intermediate Course	Cubic Yard	\$300	35	\$10,500
29	ODOT 442 Asphalt Concrete Surface Course	Cubic Yard	\$325	155	\$50,375
30	ODOT 411 Limestone Berm	Cubic Yard	\$50	52	\$2,600
31	City of Medina Concrete Pavement for drive aprons (eight (8) inch fiber reinforced Type MS concrete pavement with two (2) inches of type 57 aggregate base). Unit price submitted to include furnishing and installing concrete pavement and 57 aggregate base.	Square Yard	\$80	36	\$2,880
32	Gravel Drive Apron Repair	Square Yard	\$5	120	\$600
				SUBTOTAL, PAVEMENT:	
				\$98,335	

MAINTENANCE OF TRAFFIC					
33	Maintenace of Traffic	Lump	\$5,000	1	\$5,000
				SUBTOTAL, TRAFFIC CONTROL:	
				\$5,000	

SEEDING AND LANDSCAPING					
34	ODOT 659 Commercial Fertilizer	Tons	\$2,000	0.8	\$1,500
35	ODOT 659 Seeding and Mulching	Square Yard	\$2	5,600	\$11,200
36	ODOT 659 Water	M Gallons	\$50	30	\$1,500
37	ODOT 832 Erosion Control	Each	\$15,000	1	\$15,000
				SUBTOTAL, SEEDING and LANDSCAPING:	
				\$29,200.00	

INCIDENTALS					
38	ODOT 624 Mobilization	Lump	\$5,000	1	\$5,000
39	Construction Layout	Lump	\$10,000	1	\$10,000
40	Performance Bond, Warranty and Maintenance Bond	Lump	\$8,100	1	\$8,100
				SUBTOTAL, INCIDENTALS:	
				\$23,100	

BUDGET ESTIMATE
EXPERT CRANE
BRANCH ROAD UPGRADE

SUMMARY - ALL ITEMS	
	TOTAL
SUBTOTAL, EARTHWORK	\$66,784
SUBTOTAL, STORM SEWER:	\$95,925
SUBTOTAL, SANITARY SEWER:	\$116,000
SUBTOTAL, WATER MAINS, HYDRANTS AND FITTINGS:	\$119,150
SUBTOTAL, PAVEMENT:	\$98,335
SUBTOTAL, MAINTENANCE OF TRAFFIC:	\$5,000
SUBTOTAL, INCIDENTALS	\$23,100
SUBTOTAL, CONSTRUCTION COSTS (ALL ITEMS):	\$524,294
Engineering/Design/Project Management Costs (5.0% of Construction Subtotal)	\$10,486
Printing, Advertising, Legal	\$5,000
Contingency (10% of Construction Subtotal)	\$52,429
TOTAL PROJECT ESTIMATE:	\$592,209

REQUEST FOR COUNCIL ACTION

No. RCA 21-240-11/22
Committee: Finance

FROM: KEITH DIRHAM, FINANCE DIRECTOR
DATE: 11/17/21
SUBJECT: TRAVEL POLICY

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council approve the attached Travel Policy for the City of Medina. The current City Travel Policy was found as noncompliant in both 2019 and 2020 audits. Establishing a more comprehensive travel policy for the City of Medina was a recommendation noted on State of Ohio auditors' findings.

This travel policy was written in compliance with State Auditor guidelines.

Amend S+B Code 31.15

Estimated Cost: N/A

Suggested Funding: N/A

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Noncompliance Findings (Continued)

3. Public records - Custodian/Manager

Ohio Rev. Code § 149.43(E)(2) provides that the public office shall distribute the public records policy to the employee who is the records custodian or records manager or employee who otherwise has custody of the records of that office. The public office shall require that employee to acknowledge receipt of the copy of the public records policy.

The City could not provide written evidence that the public records custodian received the public records policy upon appointment.

The City should ensure the public records custodian has an understanding of the public records policy and maintain written acknowledgment from the public records custodian indicating receipt of the policy.

A similar comment was included in the prior year audit.

Recommendations

1. Travel Policy

Auditor of State Bulletin 2003-005 Expenditure of Public Funds/Proper "Public Purpose" states that governmental entities may not make expenditures of public monies unless they are for a valid public purpose. There are two criteria to consider whether an expenditure is for a public purpose. First, the expenditure is required for the general good of all inhabitants and second, the primary objective of the expenditure is to further a public purpose, even if an incidental private end is advanced.

The City has a travel reimbursement policy; however, it does not establish the maximum reimbursements for job-related expenses such as hotel, parking, etc. Additionally, no policy exists regarding the accumulation and/or use of "frequent flyer" miles accumulated by employees while on official business for the City.

Failure to have guidance regarding maximums for such items could result in extravagant expenses being submitted for reimbursement and misuse of public funds. In addition, without a policy regarding the use of "frequent flyer" miles, employees could improperly use their positions with the City to obtain free or discounted airline tickets for personal use.

The City should amend its reimbursement policies and establish maximum allowances for hotel, telephone, parking, and any related reimbursed expenses employees may incur. The City should also adopt a policy regarding the accumulation and use of "frequent flyer" miles that either (1) prohibits the accumulation of "frequent flyer" and employees. miles by officials and employees of the City or (2) requires any such miles earned to be used for future official travel for that employee or another employee of the City, or to forfeit any such miles. The City's policy should be similar to Ohio Ethics Commission Advisory Opinion No. 91-010 which applies to State officials

A similar comment was included in the prior audit.

Current policy

1

SECTION 31.15 TRAVEL AND EDUCATION BENEFITS.

(A) Travel Allowance.

1. Any official or employee of the City may attend, at the expense of the City, any conference or other municipal business relating to municipal affairs, if approved by the responsible elected official. Any member of Council, at this own discretion, may incur expenses not exceeding one hundred dollars (\$100) without prior approval of the Finance Committee. The Director of Finance shall certify that funds are appropriated and available for such purposes. If advanced funds are necessary, the employee shall submit a request to the Finance Department not less than ten (10) working days prior to departure.

2. Any official or employee of the City may be reimbursed for his actual necessary expenses incurred while traveling on official business. The mileage reimbursement rate for privately owned vehicles shall be in accordance with Internal Revenue Service (IRS) guidelines and shall be adjusted each January 1st accordingly. (Ord. 90-08)

3. Upon return, all expense reports with applicable receipts attached shall be approved by the responsible elected official prior to being submitted to the Finance Director for payment. Each member of Council shall approve his or her own expenses not exceeding one hundred dollars (\$100); however, expenses exceeding one hundred dollars (\$100) must have approval of the President of Council or the Finance Committee.

4. All approved expense reports shall be paid within ten (10) days after submission to the Finance Department.

(B) Law Enforcement Educational Benefit.

Upon receipt of or proof of having earned an associate degree in the law enforcement field or a four (4) year baccalaureate degree from an accredited university, all non-union police officers shall receive additional compensation in the amount of ten dollars (\$10) per pay period, payable semi-annually.

CITY OF MEDINA

TRAVEL POLICY



I. Approval for Employee Business Travel.

Any official or employee of the City may attend, at the expense of the City of Medina, any conference or other municipal business relating to municipal affairs if approved by responsible elected official.

A. Qualification

In order to qualify for payment by the City of Medina, all business travel, and the projected reimbursable cost of that travel, must be approved in advance by the department's Superintendent and the Appointing Authority. The Mayor must approve Superintendents travel. Request for approval is submitted on *Travel/Education Expense Request Form*.

1. Approved expenditures meet two criteria.
 - (a) The expenditure is required for the general good of all inhabitants of the City of Medina.
 - (b) The primary objective of the expenditure is to further a public purpose.
2. Any member of Council, at their own discretion, may incur expenses not exceeding one hundred dollars (\$100) without prior approval of the Finance Committee.
3. The Director of Finance shall certify that funds are appropriated and available for such purposes. If advanced funds are necessary, the employee shall submit a request to the Finance Department not less than ten (10) working days prior to departure.

II. Reimbursable Travel Expenditures.

Reimbursable travel expenditures are expenses authorized and incurred while transacting official business away from the City. It is the responsibility of both the traveler and his or her supervisor to ensure that all travel charges to be paid by the City are incurred for the benefit of the City and that the travel is completed at the most economical and reasonable cost

Purchase orders for employee reimbursement of travel expenses are to be requested prior to travel.

A. Wage and overtime.

Generally, for the purposes of wage and overtime administration, travel incidental to City business will be considered hours worked. This does not include overnight lodging time. Such travel may be considered hours worked under limited circumstances, including situations in which:

1. The employee is required to travel during a time that cuts across the employee's normal workday, excluding normal commute time;
Example: The employee normally works 8am to 5pm Monday through Friday. If the employee travels to a training session from 3pm to 8pm on Monday, the hours between 3pm and 8 pm will be considered hours worked, excluding normal commute time.
2. The employee is required to travel on a non-workday during hours that **do not** correspond with the employee's normal workday hours;
Example: The employee normally works 8am to 5pm Monday through Friday. If the employee travels to a training session from 3pm to 8pm on Sunday (non-work day), the hours between 3pm and 8 pm will be considered hours worked.
3. The travel itself is a part of the principle activity that the employee is engaged in.

The City of Medina, in accordance with Federal, State and Local laws, rules and regulations retains the sole discretion to determine if the travel time will be considered hours worked.

Notwithstanding any other section of this policy, employees traveling on City business will be reimbursed for travel time and expenses in accordance with applicable IRS regulations, any collective bargaining agreements, and/or Fair Labor Standards Act.

B. Transportation/Mileage.

The most economical and reasonable form of available transportation should be used to satisfactorily accomplish City of Medina business.

1. Use of City vehicles.
 - City vehicles, if available, may be used for regional travel. City vehicles cannot be used for any non-business purpose. Employees anticipating personal travel in connection with a business trip should not use a City owned vehicle for the trip.
 - o Gasoline for a City vehicle may be purchased on a City issued fuel purchasing card. Employees who are issued the use of City of Medina fuel purchasing card shall adhere to the City of Medina Purchase Card Policy.
2. Use of privately-owned vehicles.
 - Employees may use their own vehicles for City business travel.
 - The mileage reimbursement rate for privately-owned vehicles shall be in accordance with Internal Revenue Service guidelines and shall be adjusted each January 1st accordingly (ORD 90-08). The rate as of January 1, 2021 is \$.56 per mile for use of a personal vehicle.
 - Employees will be reimbursed for round-trip mileage based on the most direct route of travel.
 - o Calculated from employees start address (their City of Medina employment address) to their approved destination.
 - o Most direct route is generated using MapQuest.
 - Employees must submit mileage on Travel Expense Reimbursement form to their supervisor so payment approval can be authorized and turned in to the Finance Department for reimbursement.
 - No reimbursement shall be made for personal travel.

C. Lodging.

Employees are always expected to seek out and utilize reasonably priced accommodations. Some hotels and motels grant corporate, government, GSA or other favorable rates to City employees. The traveler should inquire about such rates.

1. Lodging should be charged to City issued purchasing card whereas only lodging and parking may be charged on the hotel receipt.
2. Lodging will be reimbursed at the maximum rate of \$200/night. Any charges over \$200 should be evaluated and approved by Appointing Authority.
3. No other incidental items or meals may be charged to the room.
4. In accordance with purchasing card policy, an itemized receipt is required to substantiate lodging and/or parking expenses charged to a City card.
5. It is the employee's responsibility to inquire as to tax exemption requirements and forms for lodging accommodations within the State of Ohio.
6. The employee must submit lodging receipt to their supervisor so payment approval can be authorized and turned in to the Finance Department.

D. Meals.

To qualify for meal reimbursement, IRS regulations require that an employee must be away from home substantially longer than an ordinary day's work and during the time away from home, need sleep or

rest (referred to as the "overnight rule"). Therefore, for same day trips, City of Medina employees will not qualify for meal reimbursements unless the meal would qualify as a business meeting meal.

1. City issued purchase cards may not be used to purchase meals while traveling.
2. Should one employee seek reimbursement for the meals of multiple City employees, it is necessary to submit proof of permission to travel for all employees involved. It is further necessary to have all employees sign the reimbursement calculation form for the one employee to be reimbursed.
3. The maximum per-day meal allowance is \$45.00.
 - An itemized meal receipt is required for reimbursement.
 - Reasonable tipping is reimbursed, not to exceed 20%.
4. Employees are required to provide an itemized receipt prior to reimbursement.
5. Alcoholic beverages will not be reimbursed.

E. Registration Fees.

Registration fees should be prepaid by the City if time allows.

1. Registration fees paid through an employee's personal funds may be reimbursed by the City if a copy of the registration form and proof of payment are attached to the expense report.
2. The City of Medina prefers to prepay registrations rather than reimburse employees for personal payment. Registration fees may be charged to City purchasing cards in most cases.

F. Tolls/Parking.

Reimbursement for parking and toll expenses are only permissible if the employee is reporting to a site, attending official training, conferences or seminars where parking and/or toll expenses are incurred.

1. Itemized receipts are required for reimbursement.

III. Non-Reimbursable Travel Expenditures.

- A. Alcoholic beverages
- B. Non-itemized receipts
- C. Entertainment expenses
- D. Personal expenses incurred during travel that are primarily for the benefit of the City of Medina employee and not directly related to the official purpose of the travel.
- E. Political expenses
- F. Travel insurance expense
- G. Cost of traffic fines and parking tickets

IV. Prohibited use of personal benefits associated with City of Medina

Travel.

City of Medina employees and public officials are prohibited from using frequent flyer benefits (from any establishment's reward program including but not limited to grocery, hotel, and gasoline station reward cards), earned through travel on City business, because the benefits would constitute additional compensation for the official or employee.

V. Reimbursement.

A. Employee Travel/Education Reimbursement Form.

Upon return, *Employee Travel/Education Reimbursement Form* with applicable itemized receipts attached shall be approved by responsible elected official prior to being submitted to the Finance Director for payment.

1. Each member of Council shall approve his or her own expenses not exceeding one hundred dollars (\$100), however, expenses exceeding one hundred dollars (\$100) must have approval of the President of Council or the Finance Committee.
2. All approved expense reports shall be paid within 10 business days after submission to the Finance Department.

CITY OF MEDINA
Travel / Education Expense Requisition

To: **Finance Director**
City of Medina

Date: _____

I would appreciate receiving your permission to attend:

To be held on: _____

Date of Departure: _____

Destination
 Name/Address: _____

Date of Return: _____

Department: _____

Account # _____

Please attach copies of all Travel / Seminar information

Purpose	Authorized Amount	Vendor Name	Vendor #	Expense To Be Paid By City
Registration Fee				
Lodging				
Meals				
Mileage	56 cents/mile			
Misc Expenses				
Total travel expense				\$ _____

 Employee Printed Name

 Employee Signature Date

 Supervisor signature Date

 Approved by: Mayor Signature Date

Per ORC Section 733.79 and Section 31.15 of Codified Ordinances of the City of Medina

Form must be approved by Finance Director before a purchase order can be assigned.

If total travel cost exceeds \$1,500.00, please submit request to BOC.

After receiving approval / PO, please submit registration invoice for payment.

If you plan to take the hotel check with you, please submit the confirmation from the hotel, along with a note indicating that you'd like to take the check with you.

Upon return, complete the Employee Travel-Education Reimbursement Form, and submit with itemized receipts attached.

Misc Expenses include tolls, parking - that are paid by the employee. Save all receipts.

EMPLOYEE TRAVEL / EDUCATION REIMBURSEMENT

EMPLOYEE: _____ DATE: _____
DEPARTMENT: _____
DESTINATION NAME/ADDRESS: _____ DEPARTURE DATE: _____
REASON: _____ RETURN DATE: _____

EXPENSES TO REIMBURSE:

MILEAGE - PRIVATELY OWNED VEHICLE

	MILES @ 0.56	#VALUE!
--	--------------	---------

COMMENTS: _____

OTHER TRANSPORTATION COST: _____

MEALS TOTAL \$ AMOUNT _____

LODGING TOTAL \$ AMOUNT _____

MISC EXPENSES: TOTAL \$ _____

COMMENTS: _____

REGISTRATION FEE: TOTAL \$ _____

TOTAL REIMBURSEMENT: #VALUE!

PURCHASE ORDER #: _____

EMPLOYEE SIGNATURE _____

DEPT HEAD SIGNATURE _____

MAYOR SIGNATURE _____

NOTE: ATTACH ALL ITEMIZED RECEIPTS

REQUEST FOR COUNCIL ACTION

FROM: KEITH DIRHAM, FINANCE DIRECTOR
DATE: 11/17/21
SUBJECT: PURCHASING CARD POLICY

No. RCA 21-241-11/22
Committee: Finance

SUMMARY AND BACKGROUND: *Amend Ord. 8-18, passed Jan. 8, 2018*

- 1) The Finance Department respectfully requests Council approve the attached Purchasing Card Policy for the City of Medina. Line number (14) fourteen of the current Purchasing Card Policy was revised.

From: 'Meals may be charged to the card as long as they do not include alcohol. Itemized receipts are required. Maximum tip allowed is 20%. Failure to provide an itemized receipt will result in the employee being required to reimburse the City for the full amount. Failure to reimburse will result in payroll deduction for the amount'.

To: "Meals may not be charged to the card".

- 2) The Finance Department was found noncompliant in 2020 and prior year audits for not following their own Purchasing Card Policy. The City's policy expressly uses the 'Custody and Control Model' as outlined by the State of Ohio Auditor. State Auditors found as noncompliant the City for allowing the Municipal Court to maintain custody of Municipal Court cards. The Finance Department respectfully requests Council enforce the City of Medina Purchasing Card Policy *custody controls* with the Municipal Court as recommended by State of Ohio Auditors.

Estimated Cost: N/A

Suggested Funding: N/A

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

City of Medina
2019
ISSUES Listing



Total number of Issues in the project: 11

No.	Issue (Sorted by Type)
	<p>unaccounted for refund on income taxes. The error was reported to management as an unadjusted item.</p> <p>Failure to accurately report transactions or balances could lead to undetected material misstatements.</p> <p>The City should exercise due care when posting transactions or accounting for accruals to help ensure transactions are correct and posted to the proper funds and accounts. Management should also review the draft journal entries and financial statements to help ensure they are supported by sufficient documentation, reconciled to the trial balances, free of obvious errors and omissions, and consistent with their financial expectations. These procedures should help avoid financial statement errors and help ensure more accurate financial reporting.</p>
8.	<p>ISS.10-Municipal Court Bank Reconciliations <i>[Type: Schedule of Findings include in GAGAS Section ONLY Reporting Level(s): ****A-Material Weakness*****]</i></p> <p>Sound accounting practices require that when designing the public office's system of internal control and the specific control activities, management should ensure adequate security of assets and records, and verify the existence and valuation of assets and liabilities and periodically reconcile them to the accounting records.</p> <p>The reconciliation of cash (bank) balances to accounting system records (book) to the accounting system is the most basic and primary control process performed. Lack of completing an accurate and timely reconciliation may allow for accounting errors, theft and fraud to occur without timely detection.</p> <p>The Municipal Court is responsible for reconciling the book (fund) balance to the total bank balance on a monthly basis, and the Clerk of Court is responsible for reviewing the reconciliations and related support.</p> <p>Monthly bank to book reconciliations were not prepared or reviewed each month of 2019. Failure to reconcile monthly increases the possibility that the Entity will not be able to identify, assemble, analyze, classify, and record its transactions correctly or to document compliance with finance related legal and contractual requirements. Further, the lack of accurate monthly reconciliations increases the risk of theft/fraud over the cash cycle and could lead to inaccurate reporting in the annual financial statements.</p> <p>The Municipal Court should record all transactions and prepare monthly bank to book cash reconciliations, which include all bank accounts and all fund balances. Variances should be investigated, documented and corrected. In addition, the Clerk of Court should review the monthly cash reconciliations including the related support (such as reconciling items) and document the reviews.</p>
9.	<p>ISS.8-Credit Card Policy <i>[Type: Verbal/Agenda Items]</i></p> <p>House Bill 312 (132 GA) required political subdivisions to follow procedures for the use of credit card accounts, including adopting a policy, conducting a periodic review, and in some cases providing itemized receipts to the political subdivision. The statute established two separate internal control models for credit card usage by political subdivisions: the custody and control model and the compliance officer model. The legislative authority of a political subdivision that holds a credit card account must adopt a written policy for the use of credit card accounts not later than February 2,</p>

**City of Medina
2019
ISSUES Listing**

Total number of Issues in the project: 11

No.	Issue (Sorted by Type)
	<p>2019. Additionally, the City's credit card policy limits all purchases on a single card to \$2,500 per month, and purchases for all cards may not exceed \$10,000</p> <p>The District adopted the custody and control model policy in March 2018. The custody and control model is a system in which the treasurer or fiscal officer maintains physical control over all credit cards of the entity and may use a system requiring the cards to be "signed out" by authorized, designated users. However, the credit cards for the Municipal Court are physically maintained by the Municipal Court. Therefore, the finance department does not maintain physical control over all credit cards.</p> <p>Additionally, for one tested payment, the Municipal Court made purchases on one card for \$5,870, which is in excess of the \$2,500 limit set in the City's policy.</p> <p>Failure to maintain physical control of credit cards may lead to misuse of credit cards.</p> <p>The City should ensure all credit cards are in the physical control of the Finance Director or consider adopting the compliance officer model policy. The compliance officer model is a system in which the Finance Director does not maintain physical control of the credit cards. In this instance, the Council appoints a compliance officer. The compliance officer should not be the Finance Director, should not be an authorized user of the card, or authorize use of the credit card by an individual. The compliance officer at least once every six months must review the number of cards and accounts issued, the number of active cards and accounts issued, the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.</p>
10.	<p>ISS.4-Police Services Contract <i>[Type: Verbal/Agenda Items]</i></p> <p>On June 28, 2018, the City entered into an Agreement for Community Policing Law Enforcement Services with Lafayette Township to provide any and all police related services to the Township. The contract indicates, "In return for said services the full proceeds of the Township Police District (property tax) Levy will be passed through to the City of Medina."</p> <p>For 2019, the contract did not specify how often or when payment would be due from the Township. Additionally, the contract language indicates "full proceeds" for the tax levy will be provided to the City; however, "full proceeds" are not defined as to whether the gross or net amount of taxes should be remitted.</p> <p>One payment to the City was made at the gross amount of taxes including the County Auditor and the other two payments made to the City were made at net less a variance of \$1,000 due to a typo made on the first payment. Subsequent to year-end, it appears the Township's intention is to remit the full amount of tax levy to the City, net of the County Auditor expenses per an amendment made to the agreement.</p> <p>If the Township continues to remit the gross amount, rather than the net amount, adequate funds may not be available in future years to compensate the City for their services.</p> <p>The City should amend the Agreement for Community Policing Law Enforcement Services with Lafayette Township to include frequency of payments and due dates, clarify the definition of "full proceeds" to specify the gross or net amount of property taxes to be remitted, and to specify the Township provide supporting documentation for the amount remitted, such as the County Auditor Tax Settlement.</p>

ORDINANCE NO. 8-18

AN ORDINANCE ADOPTING A PURCHASING CARD POLICY FOR THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Purchasing Card Policy for the City of Medina is hereby adopted.
- SEC. 2:** That a copy of the Policy is marked Exhibit A, attached hereto and incorporated herein, and shall be subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

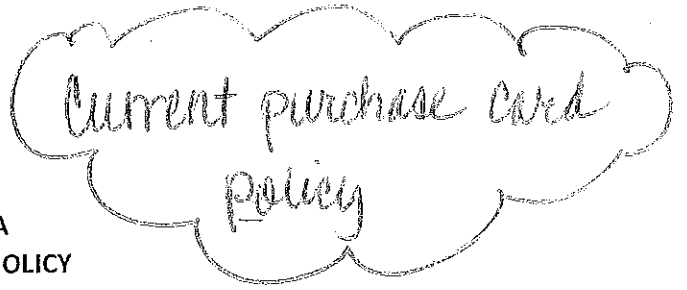
PASSED: January 8, 2018

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 9, 2018

SIGNED: Dennis Hanwell
Mayor



**CITY OF MEDINA
PURCHASING CARD POLICY**

OVERVIEW

The objective of the City of Medina's Purchasing Card Program is to improve the way we conduct business. It will allow us to obtain favorable pricing by enabling us to purchase from vendors who do not accept purchase orders, or expedite a transaction in an emergency situation. This program is designed to be easy to use, however, appropriate controls must be in place to ensure the ongoing success of the program.

This program is not intended to avoid or bypass current purchasing and payment procedures (i.e. purchase order and payment by check direct to vendor). Rather, the program enhances the existing process. Policies and procedures cannot cover every issue, exception or contingency that may arise in the use of purchasing cards, therefore, users should use common sense and good judgement in the use of government resources. City funds are committed each time a purchasing card is used, a responsibility that cannot be taken lightly.

GUIDELINES

1. Purchasing card transactions are hereby authorized for in-store, internet, telephone, fax or mail order acquisitions, only when a purchase order is not accepted by the vendor or in emergency situations where use of a purchasing card would be more efficient. You must have a purchase order in place to sign out the card from the Finance Department.
2. The Finance Director shall be responsible for the issuance, monitoring, retrieval and general oversight of compliance with this Purchasing Card Policy.
3. Purchasing cards shall be in the name of City of Medina. Transactions made on behalf of the City are ONLY to be made by City employees authorized by the Finance Director to do so. Authorized user lists will be maintained in the Finance Department.
4. Purchasing cards shall only be used for the purchase of goods and services that are the official business of the City of Medina.
5. All purchasing cards issued to the City of Medina will be maintained in the Finance Department. Should it become necessary for an employee to use a card for the purchase of goods or services as part of official City business, the employee shall sign out the card providing his/her name, department, date of use, vendor, reason for purchase, purchase order number and date of card's return.
6. Because of short payment terms and costly late fees and interest charges, a purchase order must be on file in the Finance Department BEFORE the purchasing card is signed out and used.

7. When providing the vendor with an email address for a purchasing card transaction, the employee must use accountspayable@medinaoh.org as the primary contact so that transactions and amounts can be monitored. Any emails received will then be forwarded to the employee who made the purchase for receipt processing.
8. The employee needs to ensure that sales tax is not charged at the point of sale – the City cannot pay sales tax. The employee is responsible for getting the vendor to remove any sales tax applied in error. If sales tax is not removed, the employee will be required to reimburse the City for that amount. Failure to reimburse will result in payroll deduction for the tax amount.
9. Documentation itemizing the goods and services purchased with City purchasing cards shall be required for all transactions. Obtaining appropriate receipts is the responsibility of the user. Acceptable receipts must be **itemized** and contain vendor name, dollar amounts, description of all items purchased, and date of purchase. This may be a signed credit card slip, sales receipt, invoice showing payment was made, purchase confirmation email, or a combination thereof. If this documentation cannot be provided, the employee shall reimburse the City for the entire amount of the purchase. Failure to reimburse will result in payroll deduction for the entire amount. Habitual failure to turn in appropriate receipts will result in termination of purchasing card privileges.
10. City purchasing cards shall not be used for personal use, cash advances, or other vendor category exclusions (i.e. alcohol, tobacco products, etc.). See "Card Controls and Limits" below.
11. Any refunds from purchasing card sales must be credited back to the purchasing card.
12. All benefits derived from the use of purchasing cards shall become the property of the City of Medina.
13. A purchasing card must be used for hotel stays so the City avoids paying a majority of the taxes. However, the card is only to be used for the room rate and any parking fees. No room service, mini bar food or drink, or entertainment expenses, or anything else other than room rate and parking fees are to be charged to the card.
14. Meals may be charged to the card as long as they do not include alcohol. Itemized receipts are required. Maximum tip allowed is 20%. Failure to provide an itemized receipt will result in the employee being required to reimburse the City for the full amount. Failure to reimburse will result in payroll deduction for the amount.
15. If an employee experiences denials when using a City purchasing card, the employee shall immediately notify Accounts Payable, who will then investigate the denial.
16. Employees shall be responsible for the protection and custody of the purchasing card while in their possession. Employees shall not knowingly post or otherwise make public available card data that could potentially result in fraud or unauthorized charges. If a card is lost or stolen, the

Removed.
replaced w/:
Meals may
not be
charged to
the card."

employee shall immediately notify Accounts Payable. Repeated card loss may result in termination of card privileges.

17. Any City employee who violates the provisions of this Purchasing Card Policy shall be subject to disciplinary action, up to and including discharge and/or civil or criminal action.

CARD CONTROLS AND LIMITS

The purchasing cards have embedded limits and restrictions. Each time a card is used, the vendor is required to obtain authorization from the banking network. This ensures the purchase is within the program controls and limits established to safeguard against possible improper and/or fraudulent use.

The following is an outline of the types of embedded restrictions on the cards. They are designed to protect you and the City of Medina:

1. Spending limits:
 - Monthly purchase limit - \$2,500 per card; \$10,000 City wide.
 - The splitting of purchases into separate transactions to avoid either of these requirements is strictly prohibited.
 - Board of Control approval is required to increase any limits.
2. City of Medina purchasing cards are not to be used for items such as:
 - Personal purchases
 - Cash advances, ATM transactions, and other cash related activities
 - Entertainment expenses
 - Alcohol and tobacco

I have read the City of Medina purchasing card policy and agree to abide by all of the requirements.

(Employee name – printed)

(Employee signature)

(Date)



**CITY OF MEDINA
PURCHASING CARD POLICY**

OVERVIEW

The objective of the City of Medina's Purchasing Card Program is to improve the way we conduct business. It will allow us to obtain favorable pricing by enabling us to purchase from *vendors* who do not accept purchase orders, or expedite a transaction in an emergency situation. This program is designed to be easy to use, however, appropriate controls must be in place to ensure the ongoing success of the program.

This program is not intended to avoid or bypass current purchasing and payment procedures (i.e. purchase order and payment by check direct to vendor). Rather, the program enhances the existing process. Policies and procedures cannot cover every issue, exception or contingency that may arise in the use of purchasing cards, therefore, users should use common sense and good judgement in the use of government resources. City funds are committed each time a purchasing card is used, a responsibility that cannot be taken lightly.

GUIDELINES

1. Purchasing card transactions are hereby authorized for in-store, internet, telephone, fax or mail order acquisitions, only when a purchase order is not accepted by the vendor or in emergency situations where use of a purchasing card would be more efficient. You must have a purchase order in place to sign out the card from the Finance Department.
2. The Finance Director shall be responsible for the issuance, monitoring, retrieval and general oversight of compliance with this Purchasing Card Policy.
3. Purchase cards shall be in the name of City of Medina. Transactions made on behalf of the City are ONLY to be made by City employees authorized by the Finance Director to do so. Authorized user lists will be maintained in the Finance Department.
4. Purchasing cards shall only be used for the purchase of goods and services that are the official business of the City of Medina.
5. All purchasing cards issued to the City of Medina will be maintained in the Finance Department. Should it become necessary for an employee to use a card for the purchase of goods or services as part of official City business, the employee shall sign out the card providing his/her name, department, date of use, vendor, reason for purchase, purchase order number and date of card's return.
6. Because of short payment terms and costly late fees and interest charges, a purchase order must be on file in the Finance Department BEFORE the purchasing card is signed out and used.

7. When providing the vendor with an email address for a purchasing card transaction, the employee must use accountspayable@medinaoh.org as the primary contact so that transactions and amounts can be monitored. Any emails received will then be forwarded to the employee who made the purchase for receipt processing.
8. The employee needs to ensure that sales tax is not charged at the point of sale - the City cannot pay sales tax. The employee is responsible for getting the vendor to remove any sales tax applied in error. If sales tax is not removed, the employee will be required to reimburse the City for that amount. Failure to reimburse will result in payroll deduction for the tax amount.
9. Documentation itemizing the goods and services purchased with City purchasing cards shall be required for all transactions. Obtaining appropriate receipts is the responsibility of the user. Acceptable receipts must be **itemized** and contain vendor name, dollar amounts, description of all items purchased, and date of purchase. This may be a signed credit card slip, sales receipt, invoice showing payment was made, purchase confirmation email, or a combination thereof. If this documentation cannot be provided, the employee shall reimburse the City for the entire amount of the purchase. Failure to reimburse will result in payroll deduction for the entire amount. Habitual failure to turn in appropriate receipts will result in termination of purchasing card privileges.
10. City purchasing cards shall not be used for personal use, cash advances, or other vendor category exclusions (i.e. alcohol, tobacco products, etc.). See "Card Controls and Limits" below.
11. Any refunds from purchasing card sales must be credited back to the purchasing card.
12. All benefits derived from the use of purchasing cards shall become the property of the City of Medina.
13. A purchasing card must be used for hotel stays so the City avoids paying a majority of the taxes. However, the card is **only** to be used for the room rate and any parking fees. No room service, mini bar food or drink, or entertainment expenses, or anything else other than room rate and parking fees are to be charged to the card.
14. Meals may not be charged to the card.
15. If an employee experiences denial when using a City purchasing card, the employee shall immediately notify Accounts Payable, who will then investigate the denial.
16. Employees shall be responsible for the protection and custody of the purchasing card while in their possession. Employees shall not knowingly post or otherwise make publicly available card data that could potentially result in fraud or unauthorized charges. If a card is lost or stolen, the

employee shall immediately notify Accounts Payable. Repeated card loss may result in termination of card privileges.

17. Any City employee who violates the provisions of this Purchasing Card Policy shall be subject to disciplinary action, up to and including discharge and/or civil or criminal action.

CARD CONTROLS AND LIMITS

The purchasing cards have embedded limits and restrictions. Each time a card is used, the vendor is required to obtain authorization from the banking network. This ensures the purchase is within the program controls and limits established to safeguard against possible improper and/or fraudulent use.

The following is an outline of the types of embedded restrictions on the cards. They are designed to protect you and the City of Medina:

1. Spending limits:
 - Monthly purchase limit - \$2,500 per card; \$10,000 City wide.
 - The splitting of purchases into separate transactions to avoid either of these requirements is strictly prohibited.
 - Board of Control approval is required to increase any limits.
2. City of Medina purchasing cards are not to be used for items such as:
 - Personal purchases
 - Cash advances, ATM transactions, and other cash related activities
 - Entertainment expenses
 - Alcohol and tobacco

I have read the *City of Medina* purchasing card policy and agree to abide by all of the requirements.

Employee name - printed

Employee signature

Date

ORDINANCE NO. 8-18

AN ORDINANCE ADOPTING A PURCHASING CARD POLICY FOR THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Purchasing Card Policy for the City of Medina is hereby adopted.
- SEC. 2:** That a copy of the Policy is marked Exhibit A, attached hereto and incorporated herein, and shall be subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 8, 2018

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 9, 2018

SIGNED: Dennis Hanwell
Mayor



Dave Yost • Auditor of State

Auditor Purchase Card
Policy requirements

Bulletin 2018-003

Auditor of State Bulletin

DATE ISSUED: November 30, 2018

TO: All Political Subdivisions
All Independent Public Accountants

FROM: Dave Yost, Auditor of State

SUBJECT: House Bill 312 Amendments to Regulate the Usage of Credit and Debit Cards

Background

House Bill 312 amends Ohio Revised Code sections 505.64, 511.234, 940.11, 940.12, 1545.072, 1711.131, 2913.21, 3313.291, and 3375.392 and enacts sections 9.21, 9.22, 717.13, 3313.311, 3314.52, 3326.52, 3328.52, and 6119.60 of the Revised Code to regulate the use of credit and debit cards. The credit card requirements apply to all political subdivisions, except colleges and universities and counties. The debit card requirements apply to all political subdivisions, except law enforcement.

Written Policy Requirements

House Bill 312 establishes two separate internal control models for credit card usage by political subdivisions: the custody and control model and the compliance officer model. The bulletin describes these models below.

Not later than February 2, 2019, the legislative authority of a political subdivision that holds a credit card account must adopt a written policy for the use of credit card accounts. Otherwise, a legislative authority must adopt a written policy before the use of a card account. The policy must include provisions addressing all the following:

- The appointment of a compliance officer, where applicable;
- The officers or positions authorized to use a credit card account;
- The types of expenses for which a credit card account may be used;

- The procedures for acquisition, use, and management of a credit card account and presentation instruments related to the account including cards and checks;
- The procedure for submitting itemized receipts to the fiscal officer or the fiscal officer's designee;
- The procedure for credit card issuance, credit card reissuance, credit card cancellation and the process for reporting lost or stolen credit cards;
- The political subdivision's credit card account's maximum credit limit or limits; and
- The actions or omissions by an officer or employee that qualify as misuse of a credit card account.

These policy points are a minimum. Policies should be tailored to the specific needs of your entity.

Definitions

"Political subdivision" means a body corporate and politic that is responsible for government activities in a geographic area smaller than that of the state. *Counties are excluded under Ohio Rev. Code §9.21 pertaining to credit card accounts, but are included under Ohio Rev. Code §9.22 pertaining to debit cards.*

"Credit card account" means any bank issued credit card account, store issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, or any other card or credit account allowing the holder to purchase goods or services on credit or to transact with the account, and any debit or gift card account related to the receipt of grant moneys.

We interpret credit card accounts to include online purchasing accounts (e.g., Amazon Business which include the ability for local governments to set internal controls over employee spending) and store gift cards (not related to the receipt of grant monies). Store gift cards are credit cards which are preloaded with a set dollar amount and may be used only at a specific retailer.

"Credit card account" does not include the following:

- Procurement card account – a card issued to designated users by a political subdivision to make purchases at selected businesses. Procurement cards can be tied to either a credit card or bank account. Security measures for procurement cards include setting per-purchase and per-month dollar limits. Procurement cards may also feature spending restrictions for the types of purchases allowed and merchant category codes which define where purchases can and cannot be made. *A bank that manages a procurement card will issue payments to payees within days, while providing monthly invoicing to the local government.* The appropriate local government supervisor or fiscal staff must review and approve these invoices prior to payment. This differs from a credit card

because use can be limited to specific businesses and dollar amounts. These accounts generate merchant invoices to local governments.

- Gasoline card – card utilized strictly for fuel and automotive parts or repairs purchases.
- Telephone credit card account – account utilized to enable users to make long distance phone calls.
- Any other card account, similar to a gasoline or telephone card, where a merchant category code limiting the type of good that may be purchased is in place as a system of control for use of the card account.

“Presentation instruments” means any card, check, or account number which can be used to purchase goods or services, including online purchasing accounts.

“Debit card account” means a card account issued by a financial institution which allows the holder to transfer money electronically to another bank account when making a transaction. For the purposes of this bulletin, a debit card account includes the following:

- A single-use cash gift card (not related to the receipt of grant monies). A cash gift card is a debit card account with a set dollar amount and may be accepted by any retailer, similar to a debit card. The cash gift card is void upon spending the balance or expiration.
- A prepaid gift card (not related to the receipt of grant monies). A prepaid gift card is a debit card account that is reloadable, unlike the cash gift card.

In both examples above, the gift cards act like cash or debit cards and do not have built-in restrictions over employee spending.

Custody and Control Model

The custody and control model is a system in which the treasurer or fiscal officer maintains physical control over all credit cards of the entity and may use a system requiring the cards to be “signed out” by authorized, designated users. Entities utilizing the custody and control model should specify the following items in their written policies, approved by the governing board:

- Who the authorized, designated users are,
- A reasonable length of time the card is allowed to be out of the control of the treasurer or fiscal officer for the transaction(s) to be completed,¹ and
- The procedures that should be followed to submit itemized receipts, as well as any other entity specific requirements that would fit the needs of a political subdivision.
- An officer or employee is liable in person and upon any official bond the officer or employee has given to the political subdivision to reimburse the treasury for the amount

¹ Auditors will evaluate the length of time a card is out of the control of the treasurer or fiscal officer for reasonableness on a case-by-case basis as part of the upcoming audits of political subdivisions.

for which the officer or employee does not provide itemized receipts in accordance with the credit card policy.

Compliance Officer Model

The compliance officer model is a system in which the treasurer or fiscal officer does not maintain physical control of the credit cards. In this instance, a political subdivision must appoint a compliance officer. The compliance officer should not be the treasurer or fiscal officer and should not be an authorized user of the card or authorize use of the credit card by an individual. In certain instances in which the compliance officer is authorized to use a credit card, the compliance officer must have their credit card statement reviewed by the executive or legislative body of the entity.

A quarterly review process should take place where the compliance officer reviews the number of cards the entity has, the number of active cards the entity has, and the credit limit for each card. *(See the entity specific sections below for specific requirements of the compliance officer model.)*

Additional General Requirements

The name of the political subdivision must appear on each presentation instrument related to the account including cards and checks.

The use of a credit card account for expenses beyond those authorized by the legislative authority constitutes misuse of a credit card account. An officer or employee of the political subdivision or a public servant as defined under section 2921.01 of the Revised Code who knowingly misuses a credit card account held by the legislative authority violates section 2913.21 of the Revised Code, which is a misdemeanor of the first degree.

The fiscal officer or the fiscal officer's designee annually must file a report with the legislative authority detailing all rewards received based on the use of the political subdivision's credit card account.

No political subdivision may hold or utilize a debit card account, except for law enforcement purposes. Possession or use of a debit card account by a political subdivision, except law enforcement, is a violation of section 2913.21 of the Revised Code.

The requirements set forth in House Bill 312 do not apply to debit card accounts related to the receipt of grant moneys.

Entity Specific Requirements:

Township Specific Requirements

If a township fiscal officer does not retain general possession and control of the credit card and the entity must utilize the compliance officer model, the following applies:

In a township that has adopted a limited home rule government under Chapter 504 of the Revised Code, the board must appoint a compliance officer to perform the duties as outlined under the policy requirements. The compliance officer may not use a credit card account and may not authorize an officer, employee, or appointee to use a credit card account, with the exception of a board of township trustees serving in the role of compliance officer, then they may use a credit card if so authorized under the policy adopted by the township and may authorize an officer, employee, or appointee to use a credit card account as provided in the policy requirements. The fiscal officer is not eligible for appointment as compliance officer.

In a township that has not adopted a limited home rule government under Chapter 504 of the Ohio Revised Code, the fiscal officer must present credit card account transaction detail from the month previous, monthly to the board. The board must review the credit card transaction detail and the chairperson of the board must sign an attestation stating the board reviewed the credit card account transaction detail.

The compliance officer, if applicable, and the board, at least once every six months, must review the number of cards and accounts issued, the number of active cards, and accounts issued the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.

The fiscal officer or the fiscal officer's designee annually must file a report with the board detailing all rewards received based on the use of the township's credit card account.

Municipal Corporations (Cities and Villages) Requirements

If a city auditor or village fiscal officer does not retain general possession and control of the credit card and the entity must utilize the compliance officer model, the following applies:

In a municipal corporation that has the authority to operate a mayor's court pursuant to Chapter 1905, of the Revised Code, the chief executive officer of the municipal corporation must appoint a compliance officer to perform the duties enumerated under the policy established. The compliance officer may not use a credit card account and may not authorize an officer or employee to use a credit card account. The village clerk or city auditor is not eligible for appointment as compliance officer.

In a municipal corporation that does not have the authority to operate a mayor's court pursuant to Chapter 1905 of the Revised Code, the village clerk or city auditor must present monthly the

legislative authority credit card account transaction detail from the previous month. The legislative authority must review the credit card account transaction detail and the presiding officer of the legislative authority must sign an attestation stating the legislative authority reviewed the credit card transaction detail.

The compliance officer, if applicable and the legislative authority at least quarterly must review the number of cards and accounts issued, the number of active cards and accounts issued, the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.

The village clerk or city auditor, as applicable, or the designee of that applicable officer annually must file a report with the legislative authority detailing all rewards received based on the use of the municipal corporation's credit card account.

School District, Educational Service Center, or Information Technology Center Requirements

If a School District, Educational Service Center (ESC), or Information Technology Center (ITC) treasurer does not retain general possession and control of the credit card the governing authority must appoint a compliance officer.

Unless the compliance officer is a superintendent of a school district or chief administrator of an ITC, the compliance officer may not use the credit card account. The compliance officer may not authorize an officer or employee to use a credit card account. If a school district superintendent acting as compliance officer has authority to use a credit card account, the treasurer or the treasurer's designee, who must not be the school district superintendent, must review monthly the credit card account transaction detail and must sign an attestation stating the treasurer or designee reviewed the credit card account transaction detail. If the chief administrator of an ITC acting as compliance officer has authority to use a credit card account, the governing authority must review monthly the credit card account transaction detail and must sign an attestation stating the governing authority reviewed the credit card account transaction detail. The treasurer of the board of education, treasurer of the ESC, and chief fiscal officer of the ITC are not eligible for appointment as compliance officer. The superintendent of a school district or chief administrator of an ITC is eligible for appointment as compliance officer.

The compliance officer at least once every six months must review the number of cards and accounts issued, the number of active cards and accounts issued, the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.

The treasurer or chief fiscal officer, as applicable, or the designee of that applicable officer annually must file a report with the board or authority detailing all rewards received based on the use of the credit card account.

Community School and STEM School Requirements

If a community or STEM school treasurer does not retain general possession and control of the credit card, the governing authority must appoint a compliance officer.

Except for a chief administrator of a community or STEM school serving as compliance officer, the compliance officer may not use a credit card account. The compliance officer may not authorize an officer or employee to use a credit card account. If a chief administrator acting as compliance officer has authority to use a credit card account, the governing authority must review the credit card account transaction detail monthly, and must sign an attestation stating the governing authority reviewed the credit card account transaction detail. The designated treasurer is not eligible for appointment as compliance officer. The chief administrator is eligible for appointment as compliance officer.

The compliance officer and the governing authority at least quarterly must review the number of cards and accounts issued, the number of active cards and accounts issued, the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.

The designated treasurer or the designated treasurer's designee annually must file a report with the governing authority detailing all rewards received based on the use of the community or STEM school's credit card account.

College Preparatory Boarding School Requirements

If the treasurer of the college-preparatory boarding school does not retain general possession and control of the cards, the board should appoint a compliance officer.

Except for a chief administrator of college-preparatory boarding school serving as compliance officer, the compliance officer may not use a credit card. If the chief administrator acting as compliance officer has authority to use a credit card account, the board must review the credit card account transaction detail monthly, and must sign an attestation stating the board reviewed the credit card account transaction detail. The treasurer is not eligible for appointment as compliance officer. The chief administrator is eligible for appointment as compliance officer.

The compliance officer and the governing body at least quarterly must review the number of cards and accounts issued, the number of active cards and accounts issued, the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.

The treasurer or the treasurer's designee annually must file a report with the board detailing all rewards received based on the use of the college-preparatory boarding school's credit card account.

Library Requirements

If the fiscal officer of a free public library or library district does not retain general possession

and control of the credit card account, and presentation instruments related to the account include cards and checks, the board must appoint a compliance officer.

The compliance officer may use a credit card account only upon authority from the fiscal officer of the free public library or library district, except the director of a free public library or library district serving in the role of compliance officer may use a credit card if so authorized under the policy. If the compliance officer has authority to use a credit card account, the fiscal officer or the fiscal officer's designee, who must not be the compliance officer, monthly must review the credit card account transaction detail and must sign an attestation stating the fiscal officer or designee review the credit card account transaction detail. The compliance officer may not authorize an officer, employee, or appointee to use a credit card account, except a director serving in the role of compliance officer may authorize an officer, employee, or appointee to use a credit card account. The fiscal officer of the free public library or library district is not eligible for appointment as compliance officer. The director is eligible for appointment as compliance officer.

The compliance officer must review the number of cards and accounts issued at least once every six months, the number of active cards and accounts issued, the cards' and accounts' expiration dates, and the cards' and accounts' credit limits.

The fiscal officer or the fiscal officer's designee annually must file a report with the board detailing all rewards received based on the use of the free public library's or library district's credit card account.

Summary

Political subdivisions, except colleges and universities, are required to implement a credit card policy by February 2, 2019, if they already hold a credit card account. All other entities subject to this legislation must adopt a credit card policy before obtaining a credit card account. The policy should address each point as outlined in the legislation, at a minimum, with additional specific policy points to fit the needs of the entity. No political subdivision may hold or utilize a debit card account, except for law enforcement purposes. Possession or use of a debit card account by a political subdivision, except law enforcement, is a violation of section 2913.21 of the Revised Code.

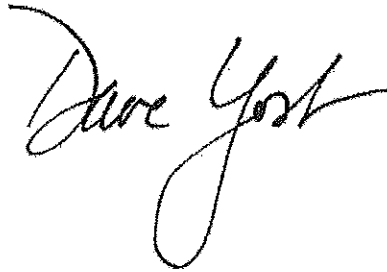
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Questions

If you have any questions regarding this bulletin, please contact the AOS Center for Audit Excellence at (800) 282-0370.

A handwritten signature in black ink that reads "Dave Yost". The signature is written in a cursive style with a large, looping initial "D".

Dave Yost
Auditor of State