

**CITY OF MEDINA**  
**AGENDA FOR COUNCIL MEETING**

November 25, 2019  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (November 12, 2019)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

- Mayoral Proclamation – Michael Gallagher, Eagle Scout

**Confirmation of Mayor's appointments.**

- Laura Nemeth – Recreation Center Advisory Committee, Exp. 12/31/22
- Keith Sooy – Recreation Center Advisory Committee, Exp. 12/31/22
  
- Eric Heffinger – Medina County Planning Commission, Exp. 12/31/22
- Jim Shields – Medina County Planning Commission Alternate, Exp. 12/31/22

**Notices, communications and petitions.**

**Introduction of visitors.**

**Introduction and consideration of ordinances and resolutions.**

Ord. 181-19

An Ordinance authorizing the Mayor to enter into a contract with Medical Mutual of Ohio for Healthcare Insurance for the employees of the City of Medina.

Res. 182-19

A Resolution authorizing the Mayor to execute a Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for a federal aid project grant for the W. Smith Road, Phase 4 Project.

Res. 183-19

A Resolution expressing the intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by internet auction during the calendar year 2020.

Res. 184-19

A Resolution authorizing the Mayor to enter into agreements with the Medina County Commissioners and the Medina County Public Defender Commission so as to provide legal counsel to indigent persons charged with a violation of the City's ordinances.

Ord. 185-19

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.  
(emergency clause requested)

Res. 186-19

A Resolution pursuant to Division (A)(3) of Section 128.06 of the Ohio Revised Code to select Mayor Robin Laubaugh of the City of Wadsworth as an additional voting member of the 9-1-1 Planning Committee.  
(emergency clause requested)

Ord. 187-19

An Ordinance to make appropriations for current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2020.

Res. 188-19

A Resolution adopting a Five-Year-Budget for the City of Medina, Ohio for the period beginning January 1, 2020 through December 31, 2024.

Ord. 189-19

An Ordinance repealing Ordinance No. 151-15, passed December 14, 2015 and replacing Section 161.13 of the codified ordinances of the City of Medina, Ohio, relative to the Allocation of Income Tax Funds.

Ord. 190-19

An Ordinance amending Ordinance No. 195-18, passed December 10, 2018. (Amendments to 2019 Budget)

Ord. 191-19

An Ordinance authorizing the mayor to enter into an amended joint operating agreement by and between the Board of Education of the Medina City School District and the City of Medina, Ohio relative to the Medina Recreation Center, and repealing all prior ordinances pertaining to this agreement.

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Tuesday, November 12, 2019

**Opening:**

Medina City Council met in regular, open session on Tuesday, November 12, 2019. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Kinney, Chief Painter, Kimberly Marshall, Mike Wright, Dan Gladish, Janson Wehrley and Jonathan Mendel.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on October 28, 2019 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yeas of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance Committee met prior to the Council meeting this evening and will meet again the week of Thanksgiving.

Health, Safety & Sanitation Committee: Mr. Simpson had no report.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report. He scheduled a meeting on the Comprehensive Plan – Feeding Wild Animals for November 19<sup>th</sup> at 5:30 p.m.

Streets & Sidewalks Committee: Mr. Heffinger had no report.

Water & Utilities Committee: Mr. Starcher had no report but stated he will be scheduling a meeting for Utility Rate Review Commission to go over some changes made by Avon Lake Regional Water District.

Emerging Technologies Committee: Mr. Rose had no report.

**Requests for Council Action:**

**Finance Committee**

- 19-202-11/12 – Health Insurance Renewal with Medical Mutual of Ohio
- 19-203-11/12 – NOACA Grant - W. Smith Phase 4: Sponsor Partnership Acknowledgement
- 19-204-11/12 – Renew Internet Auction Legislation for 2020
- 19-205-11/12 – Joint Operating Agreement (JOA) Revisions
- 19-206-11/12 – Renew Public Defender Contract
- 19-207-11/12 – Increase P.O. 19-691 – Walter Haverfield – Law Dept.
- 19-208-11/12 – City Hall Parking Structure Construction Update/ Change Order Discussion

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** reported

- 1) Parking Deck - Construction of parking deck south of Medina City Hall commenced the week of Labor Day. Long term lots will be available at Castle Noel lot; Feckley lot on north side of Thyme<sup>2</sup>; County Courthouse parking deck; County Administration lot extension off E. Liberty Street; parking lot between W. Liberty and W. Washington with Huntington bank drive through; Municipal Court lot is available on weekends and evenings; 3 hour lots were established at open areas of lot between Sully's and Porters as well as lot at the southeast corner of Elmwood and W. Liberty. Customer parking along West Friendship adjacent to Medina Co. Historical Society. 2 handicap spaces outside NW doors of Medina City Hall.
- 2) Utility drop boxes and post office mailbox moved to Municipal Court lot; working on getting post office to move their box to Municipal Court lot too; mini library was placed at 3 hour lot at SE corner of Elmwood and W. Liberty;
- 3) Annual Veteran's Day free concert by Medina Community Band at St. Francis Church, 606 East Washington St., Wednesday, November 13th at 7 p.m. Theme this year will be "Celebrating the Patriots." All are encouraged to bring a non-perishable food item to support the St. Vincent DePaul Society.
- 4) 35<sup>th</sup> Annual Candlelight Walk activities - Friday, November 22<sup>nd</sup> - activities during the day, 7 p.m. - tree and downtown lighting; Saturday, November 23<sup>rd</sup> - activities during the day, 5:30 p.m. Parade from MHS to Square delivering Santa to Santa house into county courts; After parade at approx. 6:45 p.m., fireworks will be displayed over the Square to holiday music; Sunday, November 24<sup>th</sup> activities during the day. Great event and draw to our fine community. See [www.mainstreetmedina.com](http://www.mainstreetmedina.com) for details.
- 5) Congratulations to Police Chief Ed Kinney for being selected to attend the Federal Bureau of Investigation National Academy, Jan.-March, 2019.

**Keith Dirham, Finance,** Mr. Dirham thanked Council, the Mayor and Administration -- everyone was on board in supporting the levy especially the voters who helped pass it.

Last week the Service Director, the City Engineer, the Water Superintendent and he attended a meeting of the Avon Regional Water. They have told us they are increasing the rates above and beyond what they had already posted.

Congratulations to the council members who are elected and reelected and is looking forward to working with you all.

**Greg Huber, Law Director,** had no report. Congratulated Chief Kinney on the award he is receiving and knows from speaking with other police chiefs how competitive that is and what a high honor, he deserves it.

**Chief Kinney, Police Department,** had no report.

Medina City Council  
November 12, 2019

**Kimberly Marshall, Economic Development Director**, had no report.

**Jonathan Mendel, Planning Community Director**, had no report.

**Chief Painter, Fire Department**, had no report.

**Mike Wright, Rec. Center Director**, reported the Medina Youth Basketball skills testing and registrations for 6th – 12th grades are tomorrow and Thursday night. Please see our brochure or go online to review the times for these last two registration dates at [www.medinarec.org](http://www.medinarec.org).

The facility is still in need of lifeguards. The starting pay is \$9.46 an hour and the position includes OPERS and a flexible schedule. We can train or if you are already certified, please fill out an application online or in person, at the Recreation Center.

The next Rec Advisory Committee meeting is Thursday, November 21st at 7:30 a.m. at the Rec.

**Jansen Wehrley, Parks and Recreation Director**, stated they will be conducting the second round of the visual deer survey next week on November 19<sup>th</sup> and 21<sup>st</sup>, between the hours of 5 a.m. and 7 a.m. City park staff will be out in red city trucks spotlighting and collecting numbers for our Deer Management Program.

**Dan Gladish, Building Official**, had no report.

**Patrick Patton, City Engineer**, reported they are getting close to finishing the S. Elmwood Bridge Project. They do anticipate that West Smith will be open through the S. Elmwood intersection for the weekend of the Candlelight Walk which starts on November 22<sup>nd</sup> and anticipate that the entire project and the entire intersection will be open within a couple weeks after that.

**Nino Piccoli, Service Director**, reported the latest big snowfall put a damper on the Leaf collection program, but the weather is supposed to warm up by the end of the week and then they can resume with the leaf pick up. Please do not push leaves into the street.

#### **Notices, Communications and Petitions**

There were none.

#### **Unfinished Business:**

There is none.

#### **Introduction of Visitors:**

There were none.

#### **Introduction and Consideration of Ordinances and Resolutions:**

##### **Ord. 173-19:**

**An Ordinance authorizing the Mayor to enter into an amended Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District, and Repealing Ordinance No. 94-19, passed June 24, 2019.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 173-19, seconded by Mr. Simpson. Mr. Wehrley

stated this ordinance is repealing the original since the Medina City School District requested a change to the agreement for mutual easements for the purpose of constructing the connector trail from Reagan Park to Northrop Elementary School. The change that was added was to limit the use of the trail during school hours. Jansen noted that the project is moving along and hopefully it will be open this spring. Mr. Shields will abstain from voting since he is employed by Medina City Schools. The roll was called and Ordinance/Resolution No. 173-19 passed by the yea votes of P. Rose, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

**Ord. 174-19:**

**An Ordinance amending Section 133.01, Association Memberships of the Codified Ordinances of the City of Medina, Ohio relative to the Police Department Chaplin.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 174-19, seconded by Mr. Simpson. Chief Kinney stated this ordinance permits their Police Chaplin to join the International Alliance of Chaplin Corps. The roll was called and Ordinance/Resolution No. 174-19 passed by the yea votes of J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb and P. Rose.

**Ord. 175-19:**

**An Ordinance amending Ordinance No. 135-19, passed September 9, 2019, authorizing a payment to GB Hawk Construction Co. for the Private Home Rehabilitation at 33 Circle Drive, Medina as part of the PY18 CHIP Grant Program.** Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 175-19, seconded by Mr. Simpson. Mr. Mendel stated this is a change to the existing P.O. for this project for \$4,700.00 increasing the total to \$45,000.00. Emergency clause is needed due to limited contractors for CHIP Projects and this would allow them to be paid sooner to free up capital to continue bidding on more CHIP Projects. The roll was called on adding the emergency clause and was approved by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson. The roll was called and Ordinance/Resolution No. 175-19 passed by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

**Ord. 176-19:**

**An Ordinance the Mayor to enter into a Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 176-19, seconded by Mr. Simpson. Mr. Mendel stated this agreement exempts the city from environmental reviews for certain HUD funded projects. The roll was called and Ordinance/Resolution No. 176-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

**Ord. 177-19:**

**An Ordinance authorizing the expenditure of \$20,000.00 to the Medina County Office of Older Adults for meals and related services for the year 2020.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 177-19, seconded by Mr. Simpson. Mayor states this is the third year that the Office of Older Adults for Medina County is asking the city to contribute \$20,000 for meals and related services and the Mayor is happy to report that the Human Services levy did pass in November and a portion of those funds will support the ADAMH Board for mental health and substance abuse, Medina County Job & Family Services as well as the Office of Older

Adults for Medina County so it is uncertain as to whether this supplement will need to be continued but those levy funds will not be available until the year 2021. The roll was called and Ordinance/Resolution No. 177-19 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

**Ord. 178-19:**

**An Ordinance amending Ordinance No. 95-18, passed June 11, 2018, authorizing bids and awarding a contract for the Champion Creek Multi-Purpose Path and Streetscape Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 178-19, seconded by Mr. Simpson. Mr. Patton stated that they have completed this project to the Champion Creek Bicycle and Streetscape enhancement project. The final estimate did exceed the authorized amount by a little over \$3,500 and we are requesting that council will modify that ordinance to accommodate that. This is a grant project, 80% covering. The roll was called and Ordinance/Resolution No. 178-19 passed by the yeas votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

**Ord. 179-19:**

**An Ordinance authorizing the Mayor to execute a Real Estate Purchase Agreement with Leon and Ella Mae Brown for the purchase of the house and land at 364 Foundry Street.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 179-19, seconded by Mr. Simpson. Mayor Hanwell stated he was approached by Reverend Brown regarding the city's interest in this property. Reverend Brown has been trying to sell it and understands that the city would have no purpose for the house itself, it is a single level home that was converted for a church use that they no longer need and this lot is adjacent to another lot that the city was able to acquire and demolish the home for unpaid taxes, so this would provide us with more land to expand the park. As some of these properties become available and we've negotiated a price with the Reverend and Mrs. Brown for \$11,000 for the property. The roll was called and Ordinance/Resolution No. 179-19 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

**Ord. 180-19:**

**An Ordinance authorizing the expenditure of \$9,500.00 to Medina Excavating for the demolition and removal of the building located at 364 Foundry Street, Medina.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 180-19, seconded by Mr. Simpson. Mayor Hanwell stated this home is on the property they just discussed and obviously they need to demolish this house and restore the lot. They had two bids on it and Medina Excavating was the lower of the two and would like council to authorize an expenditure not to exceed \$9,500.00 for that purpose. The roll was called and Ordinance/Resolution No. 180-19 passed by the yeas votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose

**Council Comments:**

Eric Heffinger stated unfortunately a family in Medina on South Court Street had a house fire and it was completely devastating. Luckily they were not home at the time but their dog was and is being treated at a vet. Eric thanked the emergency responders for getting there so quickly but stated the family still needs a lot of help. They need immediate money or gift cards for what they are

going through, if anyone can help at all the South Court Historic Neighborhood is collecting funds. If you can help, please make out a check to South Court Historic Neighborhood and drop off here at the City Council Office and Eric will make sure it gets to them. VCS Salon and Spa are also accepting any donations and are open Monday through Thursday from 9 a.m. – 8 p.m. and Friday 9 a.m.-5 p.m., Saturday 9 a.m.-4 p.m. These are our neighbors, so anything you can do to help would be appreciated.

Mr. Simpson congratulated Chief Kinney stating that is quite an honor. Dennie recognized the great job and response time of Chief Painter and firefighters on the South Court house fire, they even treated a dog for smoke inhalation.

Finally, Mr. Simpson stated he is glad this campaign season is over and thanked his family and friends and supporters in having confidence in reelecting him, he is honored and humbled.

Mr. Lamb spoke of the house fire and the young family affected by it. They had bought the house and were restoring it. The family is incredibly grateful for the enormous outpouring of help from the community. A number of sites have been created including a Go Fund Me for the family dog that has over \$1,000.00.

Mr. Rose stated he went to Union Square Apartments and that they are in the process of doing a \$10 million dollar rehab. He was shown an apartment as is and one how it will look when complete. This will be a nice improvement to the neighborhood, an improvement to the community, and everyone will benefit from this. Mr. Rose thanked Mr. Piccoli for mentioning the Leaf Pick up Program because he had a few constituents concerned about it and is glad their leaves will be picked up as soon as the snow melts. Finally, Paul thanked all the veterans for their sacrifices in their time to allow us to do what we do here and to allow us the privilege to vote.

President John Coyne thanked the community for passing the LST Levy, it's very helpful to the city and the budget for the city and providing the services it does. He also thanked those who elected to run for office this time throwing their private life into a public atmosphere, and congratulated those who have stuck it out and won and put their hard work in because running for a campaign is a lot of hard work.

Final budget was completed this evening and won't have another meeting until next year.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 7:55 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council



**ORDINANCE NO. 181-19**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR HEALTH CARE INSURANCE FOR THE EMPLOYEES OF THE CITY OF MEDINA.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into a contract with Medical Mutual of Ohio to provide health care insurance for the employees of the City of Medina, Ohio for the year 2020.

**SEC. 2:** That a copy of the renewal Contract is marked Exhibit A, attached hereto and incorporated herein.

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

**SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

ORD. 181-19  
Exh. A



Prepared For:  
**CITY OF MEDINA**

Effective Date: 1/1/2020  
End Date: 12/31/2020  
County: Medina  
State: Ohio

Quote ID: 0074491-03

Monday, November 4, 2019  
9:39 AM



MEDICAL MUTUAL®

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

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

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



MEDICAL MUTUAL®

### Federal Definitions

**Full-Time Employee** – Section 4980H provides that full-time employee status is determined on a monthly basis. Under § 4980H, a full-time employee with respect to any month is an employee (including a seasonal employee) who is employed, on average, at least 30 hours of service per week (or, under the rules contemplated to be included in proposed regulations, at least 130 hours of service in the calendar month). An employee who is not a full-time employee under this standard (including a seasonal employee) for a given month is taken into account in the FTE calculation. Section 4980H(c)(2)(E).

**Full-Time Equivalent Employee** – In determining whether an employer is an applicable large employer for the current calendar year, § 4980H provides that the employer is required to calculate the number of FTEs it employed during the preceding calendar year and count each such FTE as one FT employee for that year. All employees (including seasonal employees) who were not full-time employees for any month in the preceding calendar year are included in calculating the employer's FTEs for that month. The number of FTEs for each calendar month in the preceding calendar year would be determined using the following steps:

- (1) Calculate the aggregate number of hours of service (but not more than 120 hours of service for any employee) for all employees who were not full-time employees for that month.
- (2) Divide the total hours of service in step (1) by 120. This is the number of FTEs for the calendar month.

In determining the number of FTEs for each calendar month, fractions would be taken into account. For example, if in a calendar month employees who are not full-time employees work 1,260 hours, there would be 10.5 FTEs for that month. However, after adding the 12 monthly full-time employees and FTE totals, and dividing by 12 (the amount in Section IV.E, step (4) below), all fractions would be disregarded. For example, 49.9 FT employees for the preceding calendar year would be rounded down to 49 FT employees (and thus the employer would not be an applicable large employer in the current calendar year).

**Seasonal Employee** - Section 4980H provides that seasonal employees are employees who perform labor or services on a seasonal basis as defined by the Secretary of Labor, including seasonal workers covered by 29 C.F.R. § 500.20(s)(1) and retail workers employed exclusively during holiday seasons. Section 4980H(c)(2)(B)(ii). If an employer's workforce exceeds 50 FT employees for 120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that period of no more than 120 days were seasonal employees, the employer would not be an applicable large employer. It is contemplated that, for this purpose only, four calendar months would be treated as the equivalent of 120 days.



**MEDICAL MUTUAL®**  
Renewal Form

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

Please complete the following information for the renewing group policy:

**Group Information**

Group Name: CITY OF MEDINA

Group Number: # 778236

**Group Certification**

1. Total number of people employed by your company (exclude COBRA/retirees):
  - a. \_\_\_\_\_ # of full-time
  - b. \_\_\_\_\_ # of part-time
  - c. \_\_\_\_\_ # of FTEs (full-time equivalent employees)
2. Total number of covered persons:
  - a. \_\_\_\_\_ # electing COBRA
  - b. \_\_\_\_\_ # who are retired
3. Minimum work hours per week:
  - a. \_\_\_\_\_ # of employees working 25 or more hours per week
  - b. \_\_\_\_\_ # of hours an employee must work to be eligible for coverage under this renewing group policy
  - c. \_\_\_\_\_ # of employees working the minimum number of hours disclosed in statement 3-b
4. Total number of eligible employees residing outside of Ohio: \_\_\_\_\_
5. Total number of eligible waivers (ie: employees not applying for coverage): \_\_\_\_\_
  - Examples of waivers include employees covered:
    - in a spouse's employer sponsored health plan
    - as an active eligible employee or retiree in another health plan sponsored by a second employer
    - covered under a parent's plan
    - covered by Medicare and/or a Medicare Supplement plan
    - in a government-sponsored plan such as: TRICARE, Medicaid or Veteran's Administration (VA) coverage
    - in subsidy-eligible individual coverage
6. Do you offer spousal coverage:
  - a.  Yes
  - b.  Yes, only if no other coverage is available
  - c.  No



MEDICAL MUTUAL

Renewal Form

Outside Vendor Information

1. Health Savings Account (HSA)
  - A. \_\_\_\_\_ Not applicable
  - B. \_\_\_\_\_ Name of administrator
  - C. \$ / % \_\_\_\_\_ Employer contribution toward single coverage
  - D. \$ / % \_\_\_\_\_ Employer contribution toward family coverage
2. Health Reimbursement Account (HRA)
  - A. \_\_\_\_\_ Not applicable
  - B. \_\_\_\_\_ Name of administrator
  - C. \$ \_\_\_\_\_ Employer contribution toward single coverage
  - D. \$ \_\_\_\_\_ Employer contribution toward family coverage
  - E. Who pays first?  Employee  Employer  Other
3. Name of Pharmacy Benefit Manager (PBM): \_\_\_\_\_
4. Name of Stop Loss Carrier: \_\_\_\_\_

Employer Contribution

1. Employer contribution toward employee coverage: \$ \_\_\_\_\_
2. Employer contribution toward family/dependent coverage: \$ \_\_\_\_\_
3. Has your company decreased its level of contributions toward health premium by more than 5 percent below the contribution rate on March 23, 2010, for any tier of coverage and any class of similarly situated individuals?  
Yes  No

Renewal Acceptance

Group Official/Broker/Consultant/Medical Mutual Rep signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



**MEDICAL MUTUAL®**

**CITY OF MEDINA  
ALL SECTIONS  
INSURED RENEWAL DEVELOPMENT**  
Effective January 1, 2020, through December 31, 2020

Experience Period:  
August 1, 2019, through July 31, 2019

	MEDICAL	DRUG	DENTAL	TOTAL
ESTIMATED INCURRED CLAIMS	\$1,886,699	\$333,929	\$81,818	\$2,302,446
POOLING ADJUSTMENT	(\$276,284)	N/A	N/A	(\$276,284)
CLAIMS TO ANNUALIZE	N/A	N/A	N/A	N/A
BENEFIT/ENROLLMENT CHANGES	N/A	N/A	N/A	N/A
CREDIBILITY & RISK ADJUSTMENTS	(\$16,767)	\$12,763	\$4,878	\$874
APPLICABLE TREND	# months Annual			
	1.1446	1.2130	1.0285	1.1513
	17.0	17.0	17.0	17.0
	10.00%	14.60%	2.00%	10.44%
PROJECTED INCURRED CLAIMS	\$1,824,090	\$420,537	\$89,167	\$2,333,794
ADMINISTRATION & COMMISSION	\$277,222	\$27,129	\$11,337	\$315,688
PREMIUM TAX	\$0	\$0	\$0	\$0
MANDATED FEES*	\$76,323	\$0	\$0	\$76,323
RENEWAL PREMIUM	\$2,177,635	\$447,666	\$100,504	\$2,725,805
REVISED RENEWAL PREMIUM	\$1,913,742	\$450,282	\$104,438	\$2,468,462
PREMIUM AT CURRENT RATES	\$1,755,727	\$413,103	\$104,438	\$2,273,268
CHANGE IN PREMIUM	24.03%	8.37%	-3.77%	19.91%
REVISED CHANGE IN PREMIUM	9.00%	9.00%	0.00%	8.59%
Based on Average Enrollment of:				
	Single	33	33	33
	Family	84	84	84

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

Mandated Fees  
 PCORI: \$0  
 Reinsurance: \$0  
 Market Share: \$76,323  
 MCO Fee: \$0  
 Total: \$76,323



MEDICAL MUTUAL®

CITY OF MEDINA  
ALL SECTIONS  
INSURED RENEWAL RATES

Effective January 1, 2020, through December 31, 2020

		Monthly Enrollment	Current Rates	Renewal Rates
# 779236				
MM 1	\$500 Ded / 80% Coins / \$1,000 MOOP	33 84	\$600.04 \$1,500.11	\$654.04 \$1,635.12
DRUG 1	Retail Copays: \$15 / \$50 / \$50	33 84	\$141.18 \$352.96	\$153.89 \$384.73
DENTAL 1	Dental	33 84	\$31.84 \$90.74	\$31.84 \$90.74

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

**Rate Acceptance**

Group Official Initial: \_\_\_\_\_ Please initial next to the benefits that have been selected by the group.

Group Official Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_





CITY OF MEDINA  
 ALL SECTIONS  
 DISCLAIMERS AND NOTES

Effective January 1, 2020, through December 31, 2020

- 1 - Rates include broker commission of \$11.00 PEPM based on Medical LOB only.
- 2 - All rates are subject to the terms and conditions specified in the Group Contract.
- 3 - Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 4 - Medical rates include Essential only.
- 5 - In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- 6 - Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 7 - As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 8 - Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco QuitLine, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 9 - This offer includes wellness funds in the amount of \$3,000. Wellness funds must be spent during this contract period and do not carry-over to subsequent contract periods. Refer to the contract for more specifics regarding the wellness fund.
- 10 - Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- 11 - If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.
- 12 - The addition of a specialty drug copay of 25% up to a maximum of \$250 to any Rx Card that does not have a specialty drug copay currently would reduce fully-insured rates up to 3.50% for the drug line of business.
- 13 - Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life.

**Rate Acceptance**

Group Official Initial: \_\_\_\_\_ *Please initial next to the benefits that have been selected by the group.*

Group Official Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



CITY OF MEDINA  
ALL SECTIONS  
LEGISLATIVE UPDATES

Effective January 1, 2020, through December 31, 2020

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- Pursuant to Ohio House Bill 463, based on your current Autism Spectrum Disorder benefits, your renewal (effective 1/1/18 or later) has been adjusted for compliance with the law, where applicable.
- In order to comply with the United State Preventive Task Force final recommendations effective with plan years beginning 12/1/2017, your renewal has been adjusted to reflect changes to your non-grandfathered plan benefits effective with your next plan year on or after 12/1/2017.
- The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 49801 of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

Rate Acceptance	
Group Official Initial: _____	<i>Please initial next to the benefits that have been selected by the group.</i>
Group Official Signature: _____	
Title: _____	
Date: _____	

**RESOLUTION NO. 182-19**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SPONSOR PARTNERSHIP RESPONSIBILITY ACKNOWLEDGEMENT WITH THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (N.O.A.C.A) FOR A FEDERAL AID PROJECT GRANT FOR THE W. SMITH ROAD PHASE 4 PROJECT.**

**WHEREAS:** Resolution No. 140-16 authorized the submittal of an application to NOACA for grant funds for the West Smith Phase 4 Reconstruction.; and

**WHEREAS:** On September 13, 2019, the Board approved our application for grant funds in the amount of \$2,046,500.00; and

**WHEREAS:** As part of the acceptance process, NOACA requires that an Authorized Representative of the City sign the attached acknowledgment.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute the Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for the Federal Aid Project Grant for the W. Smith Road Phase 4 Project.

**SEC. 2:** That a copy of the Acknowledgement is marked Exhibit A, attached hereto and incorporated herein.

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

**SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

Res. 182-19  
Exh. A

**NOACA 2021-2024 TIP Project Award – Sponsor Partnership Responsibilities**

**Sponsor Agency:** City of Medina

**Project(s):**

<b>Project Name</b>	<b>NOACA Funding</b>	<b>SFY</b>
West Smith Road Rehabilitation (East off State Road to South Court Street)	\$2,046,590 (80% STBG)	2021

The sponsor shall work with NOACA as a partner in the development and implementation of the stated project(s). To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meetings (if applicable).
3. NOACA review and approval of the original, and any proposed modifications to, project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the project.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grace Gallucci, Executive Director, NOACA

\_\_\_\_\_  
Date

**RESOLUTION NO. 183-19**

**A RESOLUTION EXPRESSING THE INTENT TO SELL MUNICIPALLY OWNED PERSONAL PROPERTY WHICH IS NO LONGER NEEDED FOR PUBLIC USE, OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION DURING THE CALENDAR YEAR 2020.**

**WHEREAS:** Section 135.01 of the codified ordinances of the City of Medina, Ohio provides for the sale or disposition of personal property of the City of Medina no longer needed for municipal purpose, obsolete or unfit for the use for which it was acquired; and

**WHEREAS:** Section 135.01(d) of the codified ordinances of the City of Medina, Ohio authorizes the sale by internet auction.

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

**SEC. 1:** That this Council hereby expresses its intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by internet auction during the calendar year 2020.

**SEC. 2:** That the sales shall be conducted in accordance with Section 135.01 of the codified ordinances of the City of Medina by the Mayor or his designee under the following terms and conditions:

- a. Internet markets, including but not limited to GovDeals.com may be utilized. Fees for this service shall be negotiated.
- b. The minimum number of days for bidding shall be no less than fifteen days including Saturdays, Sundays and legal holidays.
- c. The Mayor or his designee may conduct the auction directly or may negotiate with a representative to conduct the auction.
- d. The Board of Control may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax.
- e. The Mayor is authorized to sign any documents necessary to establish the procedure if a representative is used or to complete the transaction.

**SEC. 3:** That upon adoption of this legislation, the Clerk of Council shall publish in a newspaper of general circulation, notice of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. Notice shall include a summary of this legislation and shall be published twice. The second and any subsequent notice shall be published not less than ten nor more than twenty days after the previous notice.

**SEC. 4:** That a similar notice shall be posted continually throughout the calendar year in a conspicuous place in the office of the Clerk of Council and at [www.medinaoh.org](http://www.medinaoh.org).

**SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**RESOLUTION NO. 184-19**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH THE MEDINA COUNTY COMMISSIONERS AND THE MEDINA COUNTY PUBLIC DEFENDER COMMISSION SO AS TO PROVIDE LEGAL COUNSEL TO INDIGENT PERSONS CHARGED WITH A VIOLATION OF THE CITY'S ORDINANCES.**

**WHEREAS:** The City of Medina, Ohio, is required to provide legal counsel to indigent persons charged with serious offenses and loss of liberty offenses in the Medina Municipal Court pursuant to the State of Ohio Constitution and the laws of the State of Ohio; and

**WHEREAS:** The City of Medina, Ohio, desires that legal services be delivered to the City's indigent citizens and others so situated; and

**WHEREAS:** Ordinance 135-11, passed September 27, 2011 authorizing agreements to provide the aforesaid legal services; and

**WHEREAS:** Section 3.2 of the contract states that the contract may be extended by one year upon passage of a Resolution which will then be forwarded to the Ohio Public Defender's Office.

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

**SEC. 1:** That the Mayor be and hereby is authorized and directed to enter into agreements with the Medina County Commissioners and the Medina County Public Defender Commission so as to provide for the appointment of legal counsel to defend indigent persons charged with a serious violation of the City's ordinances;

**SEC. 2:** That the contract is hereby extended until December 31, 2020.

**SEC. 3:** That the Clerk of Council is hereby directed to send a certified copy of this Resolution to the Medina County Public Defender's Office.

**SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
**Clerk of Council**

**SIGNED:** \_\_\_\_\_  
**Mayor**

I hereby certify that the foregoing Resolution No. \_\_\_\_\_ as duly published by title only in the *Medina County Gazette* on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 and the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
**Kathy Patton**  
**Clerk of Council**



**ORDINANCE NO. 185-19**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

**SEC. 1:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 2:** That the Finance Director is authorized to draw warrants for the payment of Invoice to Walter & Haverfield and authorizing the increase of P.O. #19-691 to \$45,000.00 for legal services.

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**RESOLUTION NO. 186-19**

**A RESOLUTION PURSUANT TO DIVISION (A)(3) OF SECTION 128.06 OF THE OHIO REVISED CODE TO SELECT MAYOR ROBIN LAUBAUGH OF THE CITY OF WADSWORTH AS AN ADDITIONAL VOTING MEMBER OF THE 9-1-1 PLANNING COMMITTEE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Division (A) of section 128.06 of the Ohio Revised Code provides that a board of county commissioners may adopt a resolution to convene a 9-1-1 planning committee and the Medina County Board of Commissioners has adopted such a resolution; and

**WHEREAS:** Division (A)(3) of section 128.06 of the Ohio Revised Code provides that in counties with a population of one hundred seventy-five thousand or more the planning committee shall consist of additional members, including the chief executive officer of a municipal corporation in the county selected by a majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.

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

**SEC. 1:** That pursuant to division (A)(3) of section 128.06 of the Ohio Revised Code, this Council selects Mayor Robin Laubaugh of the City of Wadsworth as an additional voting member of the 9-1-1 Planning Committee of Medina County.

**SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the development of a necessary final plan for implementing a countywide 9-1-1 system for Medina County; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

ORDINANCE NO. 187-19

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020.

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

SEC. 1: That to provide for the current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2020, the following appropriations are hereby authorized as follows:

That there is hereby appropriated from the General Fund:

**001-0101 – Police Department**

52215	Contractual Service	10,000.00
		10,000.00

**001-0140 - Street Lighting**

52212	Utilities/Communications	180,000.00
53322	Maintenance of Facilities	30,000.00
		210,000.00

**001-0210 – Cemetery**

50111	Straight Time	98,085.00
50112	Overtime	3,000.00
50114	Holiday Time	1,943.00
50115	Vacation	2,915.00
50116	Sick Time	1,943.00
50117	Longevity	576.00
51121	Employee Retirement	15,185.00
51122	Employee Hospitalization	22,906.00
51123	Workers' Compensation	3,254.00
51126	Medicare	1,573.00
51131	Uniform/Clothing Allowance	800.00
52212	Utilities/Communications	13,000.00
52213	Insurance/Taxes	1,500.00
52215	Contractual Services	7,500.00
52226	Professional Services	200.00
52232	Rental of Equipment	400.00
53311	Office Supplies	400.00
53313	Operating Supplies	6,000.00
53314	Gasoline and Oil	6,000.00
53315	Tools & Minor Equipment	2,500.00
53321	Maintenance of Equipment	14,500.00

53322	Maintenance of Facilities	5,000.00
54413	Equipment	6,500.00
54417	Vehicles	<u>7,500.00</u>
		223,180.00

**001-0410 - Planning & Zoning**

50111	Straight Time	114,556.00
50114	Holiday Time	3,338.00
50115	Vacation Time	5,007.00
50116	Sick Time	3,338.00
50117	Longevity	324.00
50141	Boards & Commissions	800.00
51121	Employee Retirement	17,831.00
51122	Employee Hospitalization	22,906.00
51123	Workers' Compensation	3,821.00
51126	Medicare	1,847.00
51131	Uniform Allowance	300.00
52211	Education and Travel	3,500.00
52212	Utilities and Communications	1,600.00
52213	Insurance and Taxes	800.00
52214	Advertising Expense	1,800.00
52215	Contractual Service	16,500.00
52226	Professional Services	3,500.00
53311	Office Supplies	2,000.00
53315	Tools and Minor Equipment	210.00
53321	Maintenance of Equipment	<u>210.00</u>
		204,188.00

**001-0420 - Forestry/Shade Tree**

50111	Straight Time	75,277.00
50112	Overtime	2,500.00
50114	Holiday Time	3,346.00
50115	Vacation	5,019.00
50116	Sick Time	3,346.00
51121	Employee Retirement	12,529.00
51122	Employee Hospitalization	28,178.00
51123	Workers' Compensation	2,685.00
51126	Medicare	1,298.00
51131	Uniform and Clothing Allowance	800.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	1,000.00
52213	Insurance/Taxes	1,000.00
52215	Contractual Services	15,000.00
52226	Professional Services	125.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	300.00

53313	Operating Supplies	4,000.00
53314	Gasoline and Oil	7,800.00
53315	Tools & Minor Equipment	3,500.00
53321	Maintenance of Equipment	16,000.00
54411	Land and Improvements	17,000.00
54417	Vehicles	<u>5,000.00</u>
		208,703.00

**001-0430 – Building**

50111	Straight Time	240,376.00
50114	Holiday Time	9,441.00
50115	Vacation	14,161.00
50116	Sick Time	9,441.00
50117	Longevity	972.00
51121	Employee Retirement	38,415.00
51122	Employee Hospitalization	55,030.00
51123	Workers' Compensation	8,232.00
51126	Medicare	3,979.00
51131	Clothing Allowance/Uniform	900.00
52211	Education/Travel	9,000.00
52212	Utilities/Communications	8,480.00
52213	Insurance/Taxes	15,000.00
52214	Advertising Expenses	200.00
52215	Contractual Service	6,380.00
52226	Professional Services	39,000.00
53311	Office Supplies	5,900.00
53314	Gasoline & Oil	4,600.00
53315	Tools and Minor Equipment	2,550.00
53321	Maintenance of Equipment	7,500.00
54417	Vehicles	14,000.00
56612	Refunds	<u>750.00</u>
		494,307.00

Building Official's vehicle approved to go home.

**001-0510 – Utility Rate Review Commission**

50141	Board & Commissions	1,000.00
51121	Employee Retirement	140.00
51123	Workers' Compensation	30.00
51126	Medicare	<u>15.00</u>
		1,185.00

**001-0701 – Council**

50111	Straight Time	137,686.00
50114	Holiday Time	2,299.00
50115	Vacation	3,448.00
50116	Sick Time	2,299.00

50117	Longevity	576.00
51121	Employee Retirement	20,484.00
51122	Employee Hospitalization	5,272.00
51123	Workers' Compensation	4,390.00
51126	Medicare	2,122.00
51129	Miscellaneous Personal	650.00
52211	Education and Travel	3,500.00
52212	Utilities and Communications	3,020.00
52213	Insurance/Taxes	1,615.00
52214	Advertising Expenses	6,180.00
55215	Contractual Service	5,000.00
53311	Office Supplies	3,400.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>2,100.00</u>
		205,041.00

**001-0702 – Mayor**

50111	Straight Time	119,689.00
50114	Holiday Time	5,320.00
50115	Vacation Time	7,980.00
50116	Sick Time	5,320.00
51121	Employee Retirement	19,364.00
51122	Employee Hospitalization	45,812.00
51123	Workers' Compensation	4,150.00
51126	Medicare	2,006.00
52211	Education and Travel	1,800.00
52212	Utilities/Communications	2,500.00
52213	Insurance/Taxes	2,000.00
53311	Office Supplies	1,200.00
53315	Tools and Minor Equipment	800.00
53321	Maintenance of Equipment	<u>400.00</u>
		218,341.00

**001-0703 – Finance**

50111	Straight Time	203,471.00
50112	Overtime	32,250.00
50114	Holiday Time	6,037.00
50115	Vacation	9,055.00
50116	Sick Time	6,037.00
50117	Longevity	648.00
51121	Employee Retirement	36,050.00
51122	Employee Hospitalization	66,946.00
51123	Workers' Compensation	7,725.00
51126	Medicare	3,734.00
52211	Education/Travel	5,750.00

52212	Utilities/Communications	5,500.00
52213	Insurance/Taxes	4,450.00
52215	Contractual Services	37,500.00
53311	Office Supplies	9,000.00
53313	Operating Supplies	125.00
53315	Tools and Minor Equipment	3,750.00
53321	Maintenance of Equipment	<u>9,250.00</u>
		447,278.00

**001-0704 – Law**

50111	Straight Time	333,476.00
50114	Holiday Time	1,896.00
50115	Vacation	2,843.00
50116	Sick Time	1,896.00
51121	Employee Retirement	47,616.00
51122	Employee Hospitalization	37,396.00
51123	Workers' Compensation	10,204.00
51126	Medicare	4,932.00
52211	Education/Travel	8,000.00
52212	Utilities/Communications	7,500.00
52213	Insurance/Taxes	5,000.00
52215	Contractual Services	4,000.00
52225	Legal Services	45,000.00
53311	Office Supplies	5,500.00
53315	Tools and Minor Equipment	3,700.00
53321	Maintenance of Equipment	<u>2,400.00</u>
		521,359.00

**001-0705 - Municipal Court**

50111	Straight Time	976,482.00
50112	Overtime	500.00
50114	Holiday Time	34,757.00
50115	Vacation Time	52,135.00
50116	Sick Time	34,757.00
50117	Longevity	7,704.00
50119	Miscellaneous	33,182.00
50141	Boards & Commissions	3,000.00
51121	Employee Retirement	159,953.00
51122	Employee Hospitalization	267,258.00
51123	Workers' Compensation	34,276.00
51125	Insurance Benefits	2,500.00
51126	Medicare	16,567.00
51127	Muni Court SS FICA	600.00
51131	Uniform Allowance	7,000.00
52211	Education and Travel	15,000.00

52212	Utilities and Communications	45,000.00
52213	Insurance and Taxes	10,000.00
52214	Advertising Expense	5,000.00
52215	Contractual Service	10,000.00
52226	Professional Services	10,000.00
52232	Rental of Equipment	2,000.00
53311	Office Supplies	25,000.00
53313	Operating Supplies	6,000.00
53314	Gasoline and Oil	4,000.00
53315	Tools and Minor Equipment	5,000.00
53321	Maintenance of Equipment	10,000.00
53322	Maintenance of Facilities	10,000.00
54412	Building and Structures	3,000.00
54413	Equipment	<u>3,000.00</u>
		1,793,671.00

**001-0707 - General Administration**

52211	Education/Travel	20,000.00
52212	Utilities/Communications	22,500.00
52213	Insurance/Taxes	40,000.00
52214	Advertising Expense	1,000.00
52215	Contractual Services	142,000.00
52221	State Examiner	40,000.00
52222	County Auditor	30,000.00
52223	Election Expenses	12,500.00
52224	Engineering Services	1,500.00
52225	Legal Services	1,000.00
52226	Professional Services	30,000.00
52232	Rental of Equipment	2,500.00
52234	Rental of Facilities	500.00
53311	Office Supplies	10,000.00
53313	Operating Supplies	2,000.00
53315	Tools and Minor Equipment	2,500.00
53321	Maintenance of Equipment	5,000.00
53322	Maintenance of Facilities	1,500.00
54413	Equipment	13,000.00
56611	Transfers	<u>112,500.00</u>
		490,000.00

**001-0708 - Cash Control**

50111	Straight Time	15,849.00
50112	Overtime	650.00
50114	Holiday Time	577.00
50115	Vacation	865.00
50116	Sick Time	577.00



50117	Longevity	173.00
51121	Employee Retirement	2,617.00
51122	Employee Hospitalization	4,545.00
51123	Workers' Compensation	561.00
51126	Medicare	272.00
52211	Education/Travel	120.00
52212	Utilities/Communications	225.00
52213	Insurance/Taxes	290.00
52215	Contractual Services	5,000.00
52226	Professional Services	16.00
53311	Office Supplies	5,125.00
53313	Operating Supplies	18.00
53315	Tools and Minor Equipment	300.00
53321	Maintenance of Equipment	1,175.00
54413	Equipment	<u>350.00</u>
		39,305.00

**001-0710 – Clerk Municipal Court**

50111	Straight Time	548,180.00
50114	Holiday Time	19,780.00
50115	Vacation Time	29,670.00
50116	Sick Time	19,780.00
50117	Longevity	3,132.00
50119	Miscellaneous	25,818.00
51121	Employee Retirement	90,491.00
51122	Employee Hospitalization	193,268.00
51123	Workers' Compensation	19,391.00
51126	Medicare	9,373.00
52211	Education and Travel	3,300.00
52213	Insurance and Taxes	5,473.00
52214	Advertising Expense	250.00
52215	Contractual Service	28,000.00
52232	Rental of Equipment	7,600.00
53311	Office Supplies	75,000.00
53315	Tools and Minor Equipment	650.00
53321	Maintenance of Equipment	2,700.00
56612	Refunds	<u>300.00</u>
		1,082,156.00

**001-0711 - Income Tax**

52214	Advertising Expense	525.00
52215	Contractual Service	<u>361,000.00</u>
		361,525.00

**001-0723 - Civil Service**

50111	Straight Time	57,137.00
50112	Overtime	2,500.00
50114	Holiday Time	2,540.00
50115	Vacation	3,810.00
50116	Sick Time	2,540.00
50117	Longevity	1,080.00
50141	Boards & Commissions	1,500.00
51121	Employee Retirement	9,955.00
51122	Employee Hospitalization	5,272.00
51123	Workers' Compensation	2,134.00
51126	Medicare	1,032.00
51127	Social Security	100.00
52211	Education and Travel	500.00
52212	Utilities/Communications	1,300.00
52213	Insurance/Taxes	540.00
52214	Advertising Expenses	14,000.00
52215	Contractual Services	19,000.00
53311	Office Supplies	2,700.00
53313	Operating Supplies	50.00
53315	Tools and Minor Equipment	500.00
53321	Maintenance of Equipment	<u>530.00</u>
		128,720.00

**001-0741 - Service Director**

50111	Straight Time	100,577.00
50114	Holiday Time	4,471.00
50115	Vacation	6,706.00
50116	Sick Time	4,471.00
50117	Longevity	828.00
51121	Employee Retirement	16,388.00
51122	Employee Hospitalization	22,906.00
51123	Workers' Compensation	3,512.00
51126	Medicare	1,698.00
52211	Education/Travel	300.00
52212	Utilities/Communications	3,600.00
52213	Insurance/Taxes	4,200.00
52214	Advertising Expenses	400.00
52215	Contractual Services	3,000.00
52226	Professional Services	150.00
53311	Office Supplies	2,300.00
53314	Gasoline and Oil	3,300.00
53315	Tools and Minor Equipment	925.00
53321	Maintenance of Equipment	<u>910.00</u>
		180,642.00

Service Director's vehicle approved to go home.

**001-0742 – Engineering**

50111	Straight Time	322,416.00
50112	Overtime	3,000.00
50114	Holiday Time	12,900.00
50115	Vacation	19,350.00
50116	Sick Time	12,900.00
50117	Longevity	3,816.00
51121	Employee Retirement	52,414.00
51122	Employee Hospitalization	61,502.00
51123	Workers' Compensation	11,232.00
51126	Medicare	5,429.00
51131	Uniform and Clothing Allowance	700.00
52211	Education/Travel	3,000.00
52212	Utilities/Communications	6,000.00
52213	Insurance/Taxes	5,200.00
52214	Advertising Expenses	300.00
52215	Contractual Services	15,000.00
52224	Engineering Services	3,000.00
52226	Professional Services	4,500.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	9,500.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	4,000.00
		<u>562,659.00</u>

**001-0743 - Maintenance of Public Buildings**

50111	Straight Time	88,031.00
50112	Overtime	3,250.00
50114	Holiday Time	1,943.00
50115	Vacation	2,915.00
50116	Sick Time	1,943.00
50117	Longevity	1,080.00
51121	Employee Retirement	13,883.00
51122	Employee Hospitalization	22,906.00
51123	Workers' Compensation	2,975.00
51126	Medicare	1,438.00
51131	Uniform Allowance	495.00
52212	Utilities/Communications	135,000.00
52213	Insurance/Taxes	5,600.00
52214	Advertising Expense	200.00
52215	Contractual Services	1,250.00
52232	Rental Equipment	590.00

53313	Operating Supplies	12,000.00
53322	Maintenance of Facilities	15,000.00
54414	Street Resurfacing/Maintenance	<u>9,500.00</u>
		319,999.00

**001-0748 - Economic Development**

50111	Straight Time	107,847.00
50114	Holiday Time	4,794.00
50115	Vacation Time	7,191.00
50116	Sick Time	4,794.00
50117	Longevity	1,404.00
50119	Miscellaneous	17,762.00
51121	Employee Retirement	20,131.00
51122	Employee Hospitalization	15,690.00
51123	Workers' Compensation	4,314.00
51126	Medicare	2,085.00
52211	Education & Travel	8,000.00
52212	Utilities/Communications	2,000.00
52213	Insurance/Taxes	2,400.00
52214	Advertising Expense	10,000.00
52215	Contractual Services	12,000.00
53311	Office Supplies	1,200.00
53315	Tools and Minor Equipment	<u>700.00</u>
		222,312.00

**001-0749 - Grants for Economic Development**

56630	Economic Development Grants	<u>128,000.00</u>
		128,000.00

**GRAND TOTAL GENERAL FUND: \$8,052,571.00**

**SEC. 2:** That there is hereby appropriated from the Street M&R Fund:

**102-0145 - Traffic Control**

50111	Straight Time	32,915.00
50112	Overtime	1,000.00
50118	Shift Premium	300.00
51121	Employee Retirement	4,791.00
51123	Workers' Compensation	1,027.00
51126	Medicare	497.00
52212	Utilities/Communications	28,000.00
53311	Office Supplies	100.00
53313	Operating Supplies	3,000.00
53315	Tools and Minor Equipment	250.00

53321	Maintenance of Equipment	7,000.00
53322	Maintenance of Facilities`	<u>12,550.00</u>
		91,430.00

**102-0190 – Weigh Station**

52212	Utilities and Communications	3,000.00
52215	Contractual Service	1,500.00
53321	Maintenance of Equipment	<u>630.00</u>
		5,130.00

**102-0545 - Leaf Program**

50111	Straight Time	74,476.00
50112	Overtime	4,000.00
51121	Employee Retirement	10,987.00
51123	Workers' Compensation	2,355.00
51126	Medicare	1,138.00
52212	Utilities and Communications	400.00
52213	Insurance and Taxes	174.00
53311	Office Supplies	100.00
53313	Operating Supplies	80.00
53315	Tools and Minor Equipment	200.00
53321	Maintenance of Equipment	<u>10,000.00</u>
		103,910.00

**102-0610 - Street Maintenance and Repair**

50111	Straight Time	197,595.00
50112	Overtime	19,000.00
50114	Holiday Time	23,567.00
50115	Vacation	35,350.00
50116	Sick Time	23,567.00
50117	Longevity	8,352.00
51121	Employee Retirement	43,041.00
51122	Employee Hospitalization	238,278.00
51123	Workers' Compensation	9,223.00
51126	Medicare	4,458.00
52211	Education and Travel	200.00
52212	Utilities/Communications	3,400.00
52214	Advertising Expense	50.00
52215	Contractual Service	1,000.00
52226	Professional Services	500.00
53311	Office Supplies	500.00
53313	Operating Supplies	1,900.00
53314	Gasoline and Oil	56,000.00
53315	Tools and Minor Equipment	1,000.00

53321	Maintenance of Equipment	26,000.00
53322	Maintenance of Facilities	3,000.00
54414	Street Resurfacing/Maintenance	<u>8,700.00</u>
		704,681.00

Street Superintendent's vehicle authorized to go home.

**102-0615 - Street Cleaning**

50111	Straight Time	57,243.00
50112	Overtime	26,000.00
51121	Employee Retirement	11,655.00
51123	Workers' Compensation	2,498.00
51126	Medicare	1,208.00
52213	Insurance/Taxes	1,100.00
53311	Office Supplies	100.00
53312	Chemicals	180,000.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>105,000.00</u>
		385,804.00

**102-0620 - Storm Sewer Maintenance**

50111	Straight Time	166,005.00
50112	Overtime	4,000.00
51121	Employee Retirement	23,801.00
51123	Workers' Compensation	5,101.00
51126	Medicare	2,466.00
52213	Insurance and Taxes	1,300.00
52215	Contractual Service	30,000.00
52234	Rental of Facilities	400.00
53313	Operating Supplies	5,000.00
53315	Tools and Minor Equipment	400.00
53321	Maintenance of Equipment	18,000.00
53322	Maintenance of Facilities	<u>24,400.00</u>
		280,873.00

**GRAND TOTAL STREET M & R FUND: \$1,571,828.00**

**SEC. 3:** That there is hereby appropriated from the State Highway Fund:

**103-0610 - Street Maintenance**

50111	Straight Time	24,759.00
50112	Overtime	6,000.00
51121	Employee Retirement	4,307.00
51123	Workers' Compensation	923.00

51126	Medicare	446.00
53312	Chemicals (Salt)	<u>58,091.00</u>
		94,526.00

**GRAND TOTAL STATE HIGHWAY FUND: \$94,526.00**

**SEC. 4:** That there is hereby appropriated from the Parks & Recreation Fund:

**104-0301 - Park Maintenance**

50111	Straight	467,310.00
50112	Overtime	7,000.00
50114	Holiday Time	9,301.00
50115	Vacation	13,951.00
50116	Sick Time	9,301.00
50117	Longevity	1,548.00
51121	Employee Retirement	71,178.00
51122	Employee Hospitalization	64,248.00
51123	Workers' Compensation	15,253.00
51126	Medicare	7,372.00
51131	Uniform and Clothing Allowance	3,400.00
52211	Travel and Education	2,000.00
52212	Utilities/Communications	30,000.00
52213	Insurance/Taxes	9,000.00
52214	Advertising Expenses	50.00
52215	Contractual Services	34,500.00
52224	Engineering Services	1,500.00
52226	Professional Services	1,000.00
52232	Rental of Equipment	1,500.00
52234	Rental of Facilities	6,000.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	23,000.00
53314	Gasoline and Oil	28,000.00
53315	Tools and Minor Equipment	9,000.00
53321	Maintenance of Equipment	28,000.00
53322	Maintenance of Facilities	30,000.00
54412	Building and Structures	5,000.00
54413	Equipment	5,000.00
54417	Vehicles	25,000.00
56612	Refunds	<u>400.00</u>
		909,812.00

Parks Director's vehicle approved to go home.

**104-0303 - Municipal Pool**

50111	Straight Time	7,265.00
50112	Overtime	200.00
51121	Employee Retirement	1,046.00
51123	Workers' Compensation	224.00
51126	Medicare	109.00
52212	Utilities and Communication	3,000.00
52213	Insurance and Taxes	200.00
52215	Contractual Services	2,600.00
53312	Chemicals	2,000.00
53313	Operating Supplies	1,000.00
53315	Tools and Minor Equipment	150.00
53321	Maintenance of Equipment	3,000.00
53322	Maintenance of Facilities	<u>2,000.00</u>
		22,794.00

**104-0305 - Uptown Park**

50111	Straight Time	19,725.00
50112	Overtime	4,500.00
51121	Employee Retirement	3,392.00
51123	Workers' Compensation	727.00
51126	Medicare	352.00
52212	Utilities and Communications	3,200.00
52213	Insurance and Taxes	150.00
52215	Contractual Services	14,700.00
53313	Operating Supplies	9,000.00
53322	Maintenance of Facilities	<u>4,000.00</u>
		59,746.00

**104-0309 - Sport Field Maintenance**

50111	Straight Time	36,068.00
50112	Overtime	3,400.00
51121	Employee Retirement	5,526.00
51123	Workers' Compensation	1,185.00
51126	Medicare	573.00
52212	Utilities and Communications	22,000.00
52232	Rental of Equipment	1,000.00
52234	Rental of Facilities	1,000.00
53313	Operating Supplies	22,000.00
53321	Maintenance of Equipment	16,000.00
53322	Maintenance of Facilities	10,000.00
54411	Land and Improvements	8,000.00
54412	Building and Structures	20,000.00
54413	Equipment	<u>12,000.00</u>
		158,752.00



**GRAND TOTAL PARKS & RECREATION FUND: \$1,151,104.00**

**SEC. 5:** That there is hereby appropriated from the Local License Fee Fund:

**105-0610 - Street Maintenance/Repair**

52213	Insurance and Taxes	1,000.00
54417	Vehicles	<u>251,215.00</u>
		252,215.00

**GRAND TOTAL LOCAL LICENSE FEE FUND: \$252,215.00**

**SEC. 6:** That there is hereby appropriated from the Police Special Fund:

**106-0101- Police**

50111	Straight Time	2,802,323.00
50112	Overtime	250,000.00
50114	Holiday Time	116,366.00
50115	Vacation	174,548.00
50116	Sick Time	116,366.00
50117	Longevity	21,132.00
50118	Shift Premium	10,000.00
50119	Miscellaneous	173,073.00
51121	Employee Retirement	33,843.00
51122	Employee Hospitalization	573,422.00
51123	Workers' Compensation	109,915.00
51126	Medicare	53,126.00
51131	Uniform/Clothing Allowance	65,000.00
52211	Education/Travel	55,000.00
52212	Utilities/Communications	10,000.00
52213	Insurance/Taxes	24,000.00
52215	Contractual Services	5,000.00
52226	Professional Services	11,000.00
53311	Office Supplies	10,000.00
53313	Operating Supplies	15,000.00
53314	Gasoline and Oil	78,000.00
53315	Tools & Minor Equipment	45,000.00
53321	Maintenance of Equipment	82,000.00
53322	Maintenance of Facilities	20,000.00
54413	Equipment	20,000.00
54417	Vehicles	<u>70,000.00</u>
		4,944,114.00

**106-0102- Police Communications**

50111	Straight Time	548,382.00
50112	Overtime	48,000.00
50114	Holiday Time	24,373.00
50115	Vacation	36,559.00
50116	Sick Time	24,373.00
50117	Longevity	4,212.00
50118	Shift Premium	12,000.00
50119	Miscellaneous	36,301.00
51121	Employee Retirement	102,788.00
51122	Employee Hospitalization	136,970.00
51123	Workers' Compensation	22,026.00
51126	Medicare	10,646.00
51131	Uniform/Clothing Allowance	20,000.00
52211	Education/Travel	10,000.00
52212	Utilities/Communications	30,000.00
52213	Insurance/Taxes	10,000.00
52215	Contractual Service	75,000.00
52226	Professional Services	10,000.00
53311	Office Supplies	8,000.00
53313	Operating Supplies	1,500.00
53315	Tools and Minor Equipment	7,000.00
53321	Maintenance of Equipment	<u>15,000.00</u>
		1,193,130.00

**106-0103 - Special Police Unit**

51123	Workers' Compensation	1,000.00
51125	Insurance Benefits	1,000.00
51131	Uniform/Clothing Allowance	10,000.00
52211	Education/Travel	1,000.00
52213	Insurance and Taxes	<u>1,000.00</u>
		14,000.00

**106-0190 – Weigh Station**

50111	Straight Time	27,995.00
51121	Employee Retirement	3,920.00
51123	Workers' Compensation	840.00
51126	Medicare	<u>406.00</u>
		33,161.00

**GRAND TOTAL POLICE SPECIAL FUND: \$6,184,405.00**

SEC. 7: That there is hereby appropriated from the Fire Special Fund:

**107-0110 - Fire Special**

50111	Straight Time	730,000.00
50112	Overtime	10,000.00
50114	Holiday Time	6,020.00
50115	Vacation	9,030.00
50116	Sick Time	6,020.00
50117	Longevity	1,980.00
50119	Miscellaneous	22,979.00
51121	Employee Retirement	110,045.00
51122	Employee Hospitalization	68,718.00
51123	Workers' Compensation	23,581.00
51126	Medicare	11,398.00
51131	Uniform and Clothing Allowance	9,000.00
52211	Travel and Education	20,000.00
52212	Utilities/Communications	53,000.00
52213	Insurance/Taxes	15,000.00
52215	Contractual Services	17,000.00
52226	Professional Services	10,000.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	4,500.00
53313	Operating Supplies	20,000.00
53314	Gasoline and Oil	25,000.00
53315	Tools and Minor Equipment	20,000.00
53321	Maintenance of Equipment	75,000.00
53322	Maintenance of Facilities	20,000.00
54413	Equipment	<u>15,000.00</u>
		1,304,271.00

**GRAND TOTAL FIRE SPECIAL FUND: \$1,304,271.00**

SEC. 8: That there is hereby appropriated from the Street M & R Special Fund:

**108-0610 – Street Maintenance**

50111	Straight Time	19,099.00
51121	Employee Retirement	2,674.00
51123	Workers' Compensation	573.00
51126	Medicare	277.00
54411	Land and Improvements	<u>2,037,942.00</u>
		2,060,565.00

**108-0808 – Debt Service**

55511	Payment of Principal	519,450.00
55512	Payment of Interest	<u>214,985.00</u>
		734,435.00

**GRAND TOTAL STREET M & R SPECIAL FUND: \$2,795,000.00**

**SEC. 9:** That there is hereby appropriated from the County Local License Fee Fund:

**115-0610 - Street Maintenance/Repair**

53313	Operating Supplies	37,000.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	<u>16,500.00</u>
		63,500.00

**GRAND TOTAL COUNTY LOCAL LICENSE FEE FUND: \$63,500.00**

**SEC. 10:** That there is hereby appropriated from the Police & Fire Disability/Pension Fund:

**126-0120 - Police & Fire Pension**

51121	Employee Retirement	689,493.00
52213	Insurance and Taxes	3,500.00
52215	Contractual Service	1,000.00
52222	County Auditor/Treasurer	<u>15,000.00</u>
		708,993.00

**GRAND TOTAL POLICE & FIRE DISABILITY/PENSION FUND: \$708,993.00**

**SEC. 11:** That there is hereby appropriated from the Emergency Medical Service Fund:

**135-0130 - Emergency Medical Service**

52212	Utilities and Communications	800.00
52215	Contractual Service	1,400,000.00
52222	County Auditor/Treasurer	<u>22,500.00</u>
		1,423,300.00

**GRAND TOTAL EMERGENCY MEDICAL SERVICE FUND: \$1,423,300.00**

SEC. 12: That there is hereby appropriated from the Parking Fund:

**140-0640 - On Street Meters**

50111	Straight Time	5,399.00
51121	Employee Retirement	756.00
51123	Workers' Compensation	162.00
51126	Medicare	<u>79.00</u>
		6,396.00

**140-0641 - OPNB Lot #1**

50111	Straight Time	5,399.00
51121	Employee Retirement	756.00
51123	Workers' Compensation	162.00
51126	Medicare	79.00
52234	Rental of Facilities	<u>18,525.00</u>
		24,921.00

**140-0642 - Baptist Church Lot #2**

50111	Straight Time	5,399.00
51121	Employee Retirement	756.00
51123	Workers' Compensation	162.00
51126	Medicare	79.00
52212	Utilities and Communications	<u>10,000.00</u>
		16,396.00

**140-0643 - Feckley Lot #3**

50111	Straight Time	5,399.00
51121	Employee Retirement	756.00
51123	Workers' Compensation	162.00
51126	Medicare	<u>79.00</u>
		6,396.00

**140-0644 - Town Square Commons Lot #4**

50111	Straight Time	5,399.00
51121	Employee Retirement	756.00
51123	Workers' Compensation	162.00
51126	Medicare	79.00
52234	Rental of Facilities	<u>8,400.00</u>
		14,796.00

**140-0645 - Parking Deck**

50111	Straight Time	1,949.00
50112	Overtime	325.00

51121	Employee Retirement	319.00
51123	Workers' Compensation	69.00
51126	Medicare	33.00
52212	Utilities and Communications	9,500.00
52213	Insurance and Taxes	500.00
53313	Operating Supplies	500.00
53322	Maintenance of Facility	<u>1,600.00</u>
		14,795.00

**GRAND TOTAL PARKING FUND: \$83,700.00**

**SEC. 13:** That there hereby appropriated from the Economic Development Fund:

**143-0748 -- Economic Development Fund**

52215	Contractual Service	<u>27,000.00</u>
		27,000.00

**GRAND TOTAL ECONOMIC DEVELOPMENT FUND: \$27,000.00**

**SEC. 14:** That there is hereby appropriated from the Cable TV Fund:

**144-0730 - Cable TV Fund**

50111	Straight Time	196,943.00
50112	Overtime	7,000.00
50114	Holiday Time	7,998.00
50115	Vacation Time	11,997.00
50116	Sick Time	7,998.00
50117	Longevity	2,484.00
51121	Employee Retirement	32,819.00
51122	Employee Hospitalization	55,030.00
51123	Workers' Compensation	7,033.00
51126	Medicare	3,400.00
52211	Education and Travel	250.00
52212	Utilities and Communications	2,000.00
52213	Insurance and Taxes	1,500.00
52215	Contractual Service	18,000.00
53311	Office Supplies	1,500.00
53313	Operating Supplies	3,000.00
53314	Gasoline and Oil	200.00
53315	Tools and Equipment	15,000.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		375,152.00

**GRAND TOTAL CABLE TV FUND: \$375,152.00**

**SEC. 15:** That there is hereby appropriated from the Railroad Renovation Fund:

**145-0630 – Railroad Renovation Fund**

50111	Straight Time	10,000.00
51121	Employee Retirement	1,400.00
51123	Workers' Compensation	300.00
51126	Medicare	145.00
52212	Utilities and Communications	2,500.00
52213	Insurance and Taxes	15,000.00
52215	Contractual Service	30,000.00
54411	Land and Improvements	<u>30,655.00</u>
		90,000.00

**GRAND TOTAL RAILROAD FUND: \$ 90,000.00**

**SEC. 16:** That there is hereby appropriated from the Computer Legal Research Fund:

**160-0705 - Municipal Court Computer Legal Research**

50111	Straight Time	13,238.00
50114	Holiday Time	589.00
50115	Vacation Time	883.00
50116	Sick Time	589.00
51121	Employee Retirement	2,142.00
51123	Workers' Compensation	459.00
51126	Medicare	222.00
53321	Maintenance of Equipment	<u>20,000.00</u>
		38,122.00

**GRAND TOTAL COMPUTER LEGAL RESEARCH FUND: \$38,122.00**

**SEC. 17:** That there is hereby appropriated from the Municipal Court Probation Service Fund:

**161-0705 - Municipal Court Probation Service**

50111	Straight Time	123,387.00
50114	Holiday Time	1,194.00
50115	Vacation Time	1,791.00
50116	Sick Time	1,194.00
51121	Employee Retirement	17,860.00
51123	Workers' Compensation	3,827.00
51126	Medicare	1,850.00
52211	Education and Travel	3,000.00

52226	Professional Services	12,000.00
		166,103.00

**GRAND TOTAL MUNICIPAL COURT PROBATION SERVICE FUND: \$166,103.00**

**SEC. 18:** That there is hereby appropriated from the Court Furniture and Fixtures Fund:

**162-0705 – Municipal Court Furniture and Fixtures**

53315	Tools and Minor Equipment	86,239.00
		86,239.00

**GRAND TOTAL MUNICIPAL COURT FURNITURE AND FIXTURES: \$ 86,239.00**

**SEC. 19** That there is hereby appropriated from the Indigent Driver Alcohol Treatment Fund:

**165-0705 - Municipal Court Indigent Driver**

52215	Contractual Service	70,000.00
		70,000.00

**GRAND TOTAL INDIGENT DRIVER FUND: \$ 70,000.00**

**SEC. 20:** That there is hereby appropriated from the Indigent Driver Interlock Monitoring Fund:

**166-0705 – Municipal Court Indigent Driver Interlock Monitoring**

52226	Professional Services	30,000.00
		30,000.00

**GRAND TOTAL MUNICIPAL COURT INDIGENT DRIVER INTERLOCK MONITORING FUND: \$ 30,000.00**

**SEC. 21:** That there is hereby appropriated from the Municipal Court Clerk Computer Fund:

**167-0705 - Municipal Court Clerk Computer**

50111	Straight Time	30,900.00
50114	Holiday Time	1,374.00
50115	Vacation Time	2,060.00
50116	Sick Time	1,374.00
51121	Employee Retirement	5,000.00
51123	Workers' Compensation	1,072.00



51126	Medicare	518.00
52226	Professional Services	10,000.00
53315	Tools and Minor Equipment	50,000.00
53321	Maintenance of Equipment	<u>10,000.00</u>
		112,298.00

**GRAND TOTAL COURT CLERK FUND: \$112,298.00**

**SEC. 22:** That there is hereby appropriated from the Court Case Management Fund:

**168-0705 – Court Case Management**

52215	Contractual Services	<u>50,000.00</u>
		50,000.00

**GRAND TOTAL COURT CASE MANAGEMENT FUND: \$50,000.00**

**SEC. 23:** That there is hereby appropriated from the General Purpose Capital Fund:

**301-0707 – General Purpose Capital**

55511	Payment of Principal	195,000.00
55512	Payment of Interest	<u>80,268.00</u>
		275,268.00

**GRAND TOTAL GENERAL PURPOSE CAPITAL FUND: \$ 275,268.00**

**SEC. 24:** That there is hereby appropriated from the Computer/Electronic Technology Fund:

**388-0714 – Computer/Electronic Technology**

53315	Tools and Minor Equipment	50,000.00
54413	Equipment	<u>140,000.00</u>
		190,000.00

**GRAND TOTAL COMPUTER/ELECTRONIC TECHNOLOGY FUND: \$190,000.00**

**SEC. 25:** That there is hereby appropriated from the Special Assess Projects Fund:

**428-0201 – Weed Control**

52215	Contractual Service	9,500.00
52222	County Auditor/Treasurer	150.00
52226	Professional Services	<u>500.00</u>
		10,150.00

**GRAND TOTAL SPECIAL ASSESS PROJECTS FUND:****\$10,150.00****SEC. 26:** That there is hereby appropriated from the Water Fund:**513-0531 - Water Office**

50111	Straight Time	56,649.00
50114	Holiday Time	1,896.00
50115	Vacation	2,844.00
50116	Sick Time	1,896.00
50117	Longevity	324.00
51121	Employee Retirement	8,906.00
51122	Employee Hospitalization	22,906.00
51123	Workers' Compensation	1,909.00
51126	Medicare	923.00
52211	Education and Travel	200.00
52212	Utilities/Communications	300.00
52213	Insurance and Taxes	400.00
53311	Office Supplies	500.00
53315	Tools & Minor Equipment	100.00
53321	Maintenance of Equipment	3,000.00
56612	Refunds	<u>4,000.00</u>
		106,753.00

**513-0533 - Water Treatment Plant**

50111	Straight Time	586,681.00
50112	Overtime	112,000.00
50114	Holiday Time	26,075.00
50115	Vacation	39,112.00
50116	Sick Time	26,075.00
50117	Longevity	6,696.00
50119	Miscellaneous	9,815.00
51121	Employee Retirement	112,904.00
51122	Employee Hospitalization	243,550.00
51123	Workers' Compensation	24,194.00
51126	Medicare	11,694.00
51131	Uniform/Clothing Allowance	4,000.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	2,400,000.00
52213	Insurance and Taxes	15,000.00
52214	Advertising Expense	100.00
52215	Contractual Services	26,000.00
52226	Professional Services	250.00
53311	Office Supplies	1,200.00
53312	Chemicals	1,000.00

53313	Operating Supplies	200,000.00
53314	Gasoline and Oil	21,000.00
53315	Tools and Minor Equipment	8,000.00
53321	Maintenance of Equipment	35,000.00
53322	Maintenance of Facilities	50,000.00
54412	Building and Structures	30,000.00
54414	Street Resurfacing/Maintenance	30,000.00
54417	Vehicles	50,000.00
54418	Water System Maintenance	<u>12,000.00</u>
		4,084,346.00

One (1) vehicle authorized to go home.

**513-0708 – Water-Cash Control**

50111	Straight Time	77,658.00
50112	Overtime	2,999.00
50114	Holiday Time	2,826.00
50115	Vacation Time	4,238.00
50116	Sick Time	2,826.00
50117	Longevity	688.00
51121	Employee Retirement	12,773.00
51122	Employee Hospitalization	26,112.00
51123	Workers' Compensation	2,738.00
51126	Medicare	1,323.00
52211	Education and Travel	588.00
52212	Utilities and Communications	1,103.00
52213	Insurance and Taxes	1,421.00
52215	Contractual Service	16,475.00
52226	Professional Services	86.00
53311	Office Supplies	34,138.00
53313	Operating Supplies	86.00
53315	Tools and Minor Equipment	1,470.00
53321	Maintenance of Equipment	5,758.00
54413	Equipment	<u>1,715.00</u>
		196,021.00

**513-0813 – Water Debt Retirement**

55511	Payment of Principal	482,913.64
55512	Payment of Interest	<u>35,458.14</u>
		518,371.78

**GRAND TOTAL WATER FUND: \$4,905,491.78**

**SEC. 27:** That there is hereby appropriated from the Sanitation Fund:

**514-0541 - Sanitation Office**

50111	Straight Time	41,992.00
51121	Employee Retirement	5,879.00
51123	Workers' Compensation	1,260.00
51126	Medicare	609.00
52212	Utilities and Communications	500.00
52213	Insurance and Taxes	500.00
53311	Office Supplies	300.00
53321	Maintenance of Equipment	3,200.00
56612	Refunds	<u>1,000.00</u>
		55,240.00

**514-0543 - Sanitation Collection**

50111	Straight Time	770,780.00
50112	Overtime	60,000.00
50114	Holiday Time	24,544.00
50115	Vacation	36,816.00
50116	Sick Time	24,544.00
50117	Longevity	9,108.00
50119	Miscellaneous	10,445.00
51121	Employee Retirement	131,074.00
51122	Employee Hospitalization	208,156.00
51123	Workers' Compensation	28,088.00
51126	Medicare	13,576.00
51131	Uniform and Clothing Allowance	7,885.00
52212	Utilities and Communications	2,500.00
52213	Insurance and Taxes	15,000.00
52215	Contractual Services	1,300,000.00
52226	Professional services	500.00
53311	Office Supplies	1,500.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	125,000.00
53315	Tools & Minor Equipment	40,000.00
53321	Maintenance of Equipment	290,000.00
53322	Maintenance of Facilities	1,000.00
54417	Vehicles	<u>275,000.00</u>
		3,379,016.00

**514-0708 - Utility Billing**

50111	Straight Time	64,979.00
50112	Overtime	2,510.00
50114	Holiday Time	2,365.00
50115	Vacation Time	3,546.00
50116	Sick Time	2,365.00

50117	Longevity	576.00
51121	Employee Retirement	10,688.00
51122	Employee Hospitalization	21,883.00
51123	Workers' Compensation	2,291.00
51126	Medicare	1,107.00
52211	Education and Travel	492.00
52212	Utilities and Communications	923.00
52213	Insurance and Taxes	1,189.00
52215	Contractual Service	13,275.00
52226	Professional Services	72.00
53311	Office Supplies	28,238.00
53313	Operating Supplies	72.00
53315	Tools and Minor Equipment	1,230.00
53321	Maintenance of Equipment	4,818.00
54413	Equipment	<u>1,435.00</u>
		164,054.00

**GRAND TOTAL SANITATION FUND: \$ 3,598,310.00**

**SEC. 28:** That there is hereby appropriated from the Water Capital Improvement Fund:

**546-0530 - Water Capital Improvements**

55511	Payment of Principal	405,000.00
55512	Payment of Interest	135,025.00
56615	Advances	<u>400,000.00</u>
		940,025.00

**GRAND TOTAL WATER CAPITAL IMPROVEMENT FUND: \$ 940,025.00**

**SEC. 29:** That there is hereby appropriated from the Municipal Airport Fund:

**547-0650 - Municipal Airport**

52212	Contractual Services	1,000.00
52213	Insurance and Taxes	7,500.00
52215	Contractual Service	2,000.00
53314	Gasoline and Oil	<u>66,500.00</u>
		77,000.00

**547-0656 - Municipal Airport FY02-07-12-17**

54411	Land and Improvements	<u>15,000.00</u>
		15,000.00

**GRAND TOTAL MUNICIPAL AIRPORT FUND: \$92,000.00**

**SEC. 30:** That there is hereby appropriated from the Rec. Center Administration Fund:

**574-0303 – Municipal Pool**

50111	Straight Time	43,355.00
51121	Employee Retirement	6,070.00
51123	Workers' Compensation	1,301.00
51126	Medicare	629.00
51131	Uniform Allowance	300.00
52211	Education and Travel	200.00
52212	Utilities and Communications	7,000.00
52213	Insurance and Taxes	400.00
52215	Contractual Service	800.00
52226	Professional Services	350.00
53311	Office Supplies	200.00
53312	Chemicals	10,000.00
53313	Operating Supplies	5,000.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	700.00
53322	Maintenance of Facilities	2,000.00
56612	Refunds	<u>300.00</u>
		80,105.00

**574-0350 – Administration**

50111	✓ Straight Time	377,195.00
50112	Overtime	5,000.00
50114	Holiday Time	16,765.00
50115	Vacation	24,148.00
50116	Sick Time	16,765.00
50117	Longevity	4,968.00
51121	Employee Retirement	62,418.00
51122	Employee Hospitalization	107,440.00
51123	Workers' Compensation	13,376.00
51126	Medicare	6,465.00
51131	Uniform Allowance	500.00
52211	Education/Travel	5,000.00
52212	Utilities/Communications	148,000.00
52213	Insurance/Taxes	10,000.00
52214	Advertising Expense	20,000.00
52215	Contractual Services	30,000.00
52226	Professional Services	2,700.00
53311	Office Supplies	6,000.00
53313	Operating Supplies	4,000.00
53315	Tools & Minor Equipment	10,000.00
53321	Maintenance of Equipment	13,000.00
56611	Transfers	<u>100,000.00</u>

984,740.00

**574-0351 – Facilities**

50111	Straight Time	102,088.00
51121	Employee Retirement	14,293.00
51123	Workers' Compensation	3,063.00
51126	Medicare	1,481.00
52215	Contractual Service	600.00
53311	Office Supplies	300.00
53313	Operating Supplies	2,400.00
53315	Tools & Minor Equipment	35,000.00
53321	Maintenance of Equipment	16,000.00
53322	Maintenance of Facility	230,000.00
56612	Refunds	<u>500.00</u>
		405,725.00

**574-0352 - Rascal Room**

50111	Straight Time	22,211.00
51121	Employee Retirement	3,110.00
51123	Workers' Compensation	667.00
51126	Medicare	323.00
53313	Operating Supplies	1,000.00
53315	Tools & Minor Equipment	1,000.00
56612	Refunds	<u>300.00</u>
		28,611.00

**574-0353 – Café**

52213	Insurance and Taxes	400.00
52215	Contractual Services	600.00
53313	Operating Supplies	3,500.00
53315	Tools and Minor Equipment	200.00
53321	Maintenance of Equipment	<u>100.00</u>
		4,800.00

**574-0356 – Aquatics**

50111	Straight Time	314,334.00
51121	Employee Retirement	44,007.00
51123	Workers' Compensation	9,431.00
51126	Medicare	4,558.00
51131	Uniform Allowance	800.00
52211	Education/Travel	1,000.00
52215	Contractual Services	40,000.00
53312	Chemicals	23,000.00
53313	Operating Supplies	5,000.00
53315	Tools & Minor Equipment	4,500.00

53321	Maintenance of Equipment	2,500.00
53322	Maintenance of Facility	500.00
56612	Refunds	<u>2,000.00</u>
		451,630.00

**574-0357 – Programs**

50111	Straight Time	101,039.00
51121	Employee Retirement	14,146.00
51123	Workers' Compensation	3,032.00
51126	Medicare	1,466.00
52211	Education and Travel	500.00
52215	Contractual Services	42,000.00
53311	Office Supplies	100.00
53313	Operating Supplies	15,000.00
53314	Gasoline and Oil	500.00
53315	Tools & Minor Equipment	8,000.00
53321	Maintenance of Equipment	2,000.00
56612	Refunds	<u>2,000.00</u>
		189,783.00

**574-0364 - Guest Services**

50111	Straight Time	92,663.00
51121	Employee Retirement	12,973.00
51123	Workers' Compensation	2,780.00
51126	Medicare	1,344.00
52213	Insurance and Taxes	2,000.00
53313	Operating Supplies	8,000.00
56612	Refunds	<u>3,000.00</u>
		122,760.00

**574-0874 - Debt Service**

55511	Payment of Principal	475,000.00
55512	Payment of Interest	<u>41,975.00</u>
		516,975.00

**GRAND TOTAL REC. CENTER ADMINISTRATION: \$2,785,129.00**

**SEC. 31:** That there is hereby appropriated from the MCRC Capital Fund:

**575-0350 – MCRC Capital**

54412	Building and Structures	<u>100,000.00</u>
		100,000.00

**GRAND TOTAL MCRC CAPITAL FUND: \$ 100,000.00**



**SEC. 32:** That there is hereby appropriated from the Section 125 Fund:

**616-0915 - Section 125 Fund**

59938	Section 125	<u>40,000.00</u>
		40,000.00

**GRAND TOTAL SECTION 125 FUND: \$40,000.00**

**SEC. 33:** That there is hereby appropriated from the Payroll Fund:

**625-0915 – Payroll**

59911	Net Payroll	9,232,000.00
59912	Federal Withholding Taxes	1,440,000.00
59913	Police Disability	315,000.00
59915	Public Employee Retirement	1,027,000.00
59916	Medical Mutual of Ohio	174,000.00
59918	OML Group Accident Insurance	1,000.00
59919	Garnishments	65,000.00
59922	State Withholding	360,000.00
59923	Local Withholding	177,000.00
59924	OPBA	18,000.00
59925	Colonial Life Insurance	43,000.00
59928	Deferred Compensation	465,000.00
59929	Employee Share Medicare	185,000.00
59930	City Share Medicare	185,000.00
59931	Teamsters	36,000.00
59932	School District Income Tax	10,000.00
59933	Medina County Credit Union	352,000.00
59935	Employee Share FICA	10,000.00
59936	City Share FICA	15,000.00
59937	Guardian Life Insurance	15,000.00
59938	IWS/Section 125 Plan	<u>37,000.00</u>
		14,162,000.00

**GRAND TOTAL PAYROLL FUND: \$14,162,000.00**

**SEC. 34:** That there is hereby appropriated from the Agency Revolving Fund:

**637-0920 – Agency**

52211	Education and Travel	350.00
52212	Utilities and Communications	1,000.00
52215	Contractual Service	5,500.00
53311	Office Supplies	750.00
53313	Operating Supplies	1,000.00

53321	Maintenance of Equipment	1,500.00
53322	Maintenance of Facilities	5,500.00
56612	Refunds	4,000.00
56613	Reimbursements	<u>210,000.00</u>
		214,000.00

**GRAND TOTAL AGENCY REVOLVING FUND: \$214,000.00**

**SEC. 35:** That there is hereby appropriated from the Auto Mechanics Revolving Fund:

**676-0746 - Auto Mechanic**

50111	Straight Time	208,219.00
50112	Overtime	3,000.00
50114	Holiday Time	9,255.00
50115	Vacation Time	13,882.00
50116	Sick Time	9,255.00
50117	Longevity	1,152.00
51121	Employee Retirement	34,267.00
51122	Employee Hospitalization	51,084.00
51123	Workers' Compensation	7,343.00
51126	Medicare	3,550.00
51131	Uniform Allowance	3,500.00
52211	Education and Travel	1,000.00
52212	Utilities and Communications	1,100.00
52213	Insurance and Taxes	4,000.00
52215	Contractual Service	500.00
52226	Professional Services	400.00
53311	Office Supplies	300.00
53313	Operating Supplies	11,000.00
53314	Gasoline and Oil	12,500.00
53315	Tools and Minor Equipment	12,000.00
53321	Maintenance of Equipment	<u>5,500.00</u>
		392,807.00

**GRAND TOTAL AUTO MECHANIC REVOLVING FUND: \$392,807.00**

**SEC. 36:** That there is hereby appropriated from the Developer Deposits Fund:

**723-0983 – Grading Deposits**

56612	Refunds	<u>17,000.00</u>
		17,000.00

**GRAND TOTAL DEVELOPER DEPOSITS FUND: \$17,000.00**

**SEC. 37:** That there is hereby appropriated from the Friends of the Cemetery Fund:

**736-0210 – Cemetery**

53313	Operating Supplies	<u>750.00</u>
		750.00

**GRAND TOTAL FRIENDS OF THE CEMETERY FUND: \$750.00**

**SEC. 38:** That there is hereby appropriated from the Utility Deposit Fund:

**741-0945 - Utility Deposits**

56612	Refunds	<u>30,000.00</u>
		30,000.00

**GRAND TOTAL UTILITY DEPOSIT FUND: \$30,000.00**

**SEC. 39:** That there is hereby appropriated from the Cemetery Endowment Fund:

**819-0220 – Cemetery Endowment**

53313	Operating Supplies	<u>1,500.00</u>
		1,500.00

**GRAND TOTAL CEMETERY ENDOWMENT FUND: \$1,500.00**

**SEC. 40:** That there is hereby appropriated from the Cemetery Investment Fund:

**820-0225 – Cemetery Investment**

56612	Refunds	<u>5,000.00</u>
		5,000.00

**GRAND TOTAL CEMETERY ENDOWMENT FUND: \$5,000.00**

**SEC. 41:** That there is hereby appropriated from the Law Library Fund:

**924-0930 - Law Library**

56612	Refunds	<u>50,000.00</u>
		50,000.00

**GRAND TOTAL LAW LIBRARY FUND: \$50,000.00**

**SEC. 42:** That there is hereby appropriated from the Bid & Performance Bond Fund:

**938-0940 – Bid & Performance Bond**

56612	Refunds	<u>50,000.00</u>
		50,000.00

**GRAND TOTAL BID & PERFORMANCE BOND FUND: \$50,000.00**

**SEC. 43:** That there is hereby appropriated from the Board of Building Standards Fund:

**939-0430 - Board of Building Standards**

52213	Insurance and Taxes	<u>8,500.00</u>
		8,500.00

**GRAND TOTAL BOARD OF BUILDING STANDARDS FUND: \$8,500.00**

**GRAND TOTAL ALL FUNDS: \$52,613,857.78**

**SEC. 44:** That all expenditures against the appropriation hereinabove authorized shall be made in accordance with the Code of Accounts set forth in the 2020 Annual City Budget.

**SEC. 45:** That no department head is permitted to transfer funds into or out of **Line Item 50119, Miscellaneous (Retirement/Termination Payouts)**, Line Item 51122, Employee Hospitalization or line item 51123, Workers Compensation, without the legislative authority of Council.

**SEC. 46:** That the Finance Director is hereby authorized to draw his warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefor, approved by the Board of Officers authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures in accordance with the Code of Accounts of the 2020 Annual City Budget.

**SEC. 47:** That the Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Medina County Auditor.

**SEC. 48:** 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. 49:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**RESOLUTION NO. 188-19**

**A RESOLUTION ADOPTING A FIVE-YEAR BUDGET FOR THE CITY OF MEDINA, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2020 THROUGH DECEMBER 31, 2024.**

**WHEREAS:** Resolution No. 98-08, passed May 27, 2008 adopted the 2008 Strategic Plan Update for the City of Medina to formulate a clear, concise and comprehensive vision of the desired future for the City; and

**WHEREAS:** As part of the planning process, the City has also prepared a Five-Year Budget for each department to serve as a planning tool to identify and prepare for future needs and funding; and

**WHEREAS:** While the Plan incorporates the ability to carry forward unspent funds for the purpose of future planning for each department, with the exception of **Line Item 50119 – Miscellaneous (Retirement/Termination Payouts)**, Line Item 51121-Employee Hospitalization and Line Item 51123-Workers Compensation, Council reserves the authority to annually review and discuss the carry forward balances as set forth in a separate process to be established and adopted.

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

**SEC. 1:** That the Medina City Council hereby adopts the financial report entitled Five-Year Budget for the period beginning January 1, 2020 through December 31, 2024.

**SEC. 2:** That a full copy of said Five-Year Budget including projected revenues and estimates shall be kept on file in the Council Offices for official use and reference.

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

**SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 189-19****AN ORDINANCE REPEALING ORDINANCE NO. 151-15 PASSED DECEMBER 14, 2015 AND REPLACING SECTION 161.13 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO, RELATIVE TO THE ALLOCATION OF INCOME TAX FUNDS.**

**WHEREAS:** Section 161.13 of the codified ordinances of the City of Medina, Ohio, presently reads as follows:

**161.13 ALLOCATION OF FUNDS.**

The funds collected under the provisions of this chapter shall be distributed as follows beginning January 1, 2016:

- a) Such part thereof which is necessary to defray all costs of collecting the taxes and the cost of administering and enforcing the provisions thereof shall be paid into the General Fund.
- b) Twenty percent (20%) of the balance shall be paid into the newly created Special Revenue Fund (2004) to be used for street, storm water, and utility construction, maintenance, repair and improvements.
- c) After the costs of collecting the taxes and administering and enforcing the provisions thereof and the required street, storm water, and utility construction, maintenance, repair and improvements are provided for as set forth in subsections (a) and (b) above, the remaining funds shall be distributed as follows:
  - A. Forty-four and one half percent (44.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the Police Department of the City.
  - B. Seven percent (7%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Fire Department of the City.
  - C. One and one-half percent (1-1/2%) of the net available income tax receipts received annually shall be set aside in a growth fund to be used to defray major capital expenses of the Fire Department of the City.
  - D. Nine and one-half percent (9.5%) of the net available income tax receipts received annually shall be used to defray operating expenses for the Parks and Recreation Department of the City.
  - E. Zero percent (0%) of the net available income tax receipts received annually shall be used to defray capital expenses for the Parks and Recreation Department of the City.
  - F. Zero percent (0%) of the net available income tax receipts received annually shall be used to defray Recreation Center debt for the Parks and Recreation Department of the City.
  - G. Twenty-five and one-half percent (25.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the General Fund of the City.
  - H. Two and one-half percent (2.5%) of the net available income tax receipts received

- annually shall be used to defray general purpose capital expenses.
- I. One and one half percent (1.5%) of the net available income tax receipts received annually shall be used to defray Electronic Technology capital replacement expenses.
  - J. Zero percent (0%) of the net available income tax receipts received annually shall be used to defray expenses related to unanticipated capital necessities.
  - K. Seven percent (7%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Recreation Center of the City.
  - L. One percent (1%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the Street M&R Fund of the City.
- d) Exception for Receipts from the Medina-Montville Joint Economic Development District.
- A. After the costs of collecting the taxes and administering and enforcing the provisions thereof and the required street, storm water, and utility construction, maintenance, repair and improvements are provided for as set forth in subsections (a) and (b) above, the remaining funds shall be distributed as follows:
- 1) Seventy-five percent (75%) of the net available income tax receipts received annually shall be used to defray Economic Development expenses.
  - 2) Twenty-five percent (25%) of the net available income tax receipts received annually shall be distributed in accordance with the distribution laid out in subsection (c) above.
- e) That effective January 1, 2023, (K) shall be amended to read as follows:
- K. Two percent (2%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Recreation Center of the City.
- f) That effective January 1, 2023, (G) shall be amended to read as follows:
- G. Thirty and one-half percent (30.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the General Fund of the City.

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

**SEC. 1:** That Section 161 of the codified ordinances of the City of Medina, Ohio, shall be amended by the addition of a new Section 161.13 which reads as follows:

**161.13 ALLOCATION OF FUNDS.**

The funds collected under the provisions of this chapter shall be distributed as follows beginning January 1, 2020:

- a) Such part thereof which is necessary to defray all costs of collecting the taxes and the cost of administering and enforcing the provisions thereof shall be paid into the General Fund.
- b) Twenty percent (20%) of the balance shall be paid into the newly created Special Revenue Fund (2004) to be used for street, storm water, and utility construction,



maintenance, repair and improvements.

c) After the costs of collecting the taxes and administering and enforcing the provisions thereof and the required street, storm water, and utility construction, maintenance, repair and improvements are provided for as set forth in subsections (a) and (b) above, the remaining funds shall be distributed as follows:

- A. Forty-four and one half percent (44.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the Police Department of the City.
- B. Seven percent (7%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Fire Department of the City.
- C. One and one-half percent (1-1/2%) of the net available income tax receipts received annually shall be set aside in a growth fund to be used to defray major capital expenses of the Fire Department of the City.
- D. Nine and one-half percent (9.5%) of the net available income tax receipts received annually shall be used to defray operating expenses for the Parks and Recreation Department of the City.
- E. Zero percent (0%) of the net available income tax receipts received annually shall be used to defray capital expenses for the Parks and Recreation Department of the City.
- F. Zero percent (0%) of the net available income tax receipts received annually shall be used to defray Recreation Center debt for the Parks and Recreation Department of the City.
- G. Twenty-five and one-half percent (25.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the General Fund of the City.
- H. Two and one-half percent (2.5%) of the net available income tax receipts received annually shall be used to defray general purpose capital expenses.
- I. One and one half percent (1.5%) of the net available income tax receipts received annually shall be used to defray Electronic Technology capital replacement expenses.
- J. Zero percent (0%) of the net available income tax receipts received annually shall be used to defray expenses related to unanticipated capital necessities.
- K. Seven percent (7%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Recreation Center of the City.
- L. ~~One percent (1%)~~ **One-half percent (0.5%)** of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the Street M&R Fund of the City.

d) Exception for Receipts from the Medina-Montville Joint Economic Development District.

**M. One-half percent (0.5%) of the net available income tax receipts received annually shall be used to defray expenses of the Unanticipated Capital Necessities Fund of the City.**

A. After the costs of collecting the taxes and administering and enforcing the provisions thereof and the required street, storm water, and utility construction, maintenance, repair

and improvements are provided for as set forth in subsections (a) and (b) above, the remaining funds shall be distributed as follows:

- 1) Seventy-five percent (75%) of the net available income tax receipts received annually shall be used to defray Economic Development expenses.
  - 2) Twenty-five percent (25%) of the net available income tax receipts received annually shall be distributed in accordance with the distribution laid out in subsection (c) above.
- e) That effective January 1, 2023, (K) shall be amended to read as follows:  
K. Two percent (2%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Recreation Center of the City.
- f) That effective January 1, 2023, (G) shall be amended to read as follows:  
G. Thirty ~~one and one-half~~ percent (~~30.5%~~) (31%) of the net available income Tax receipts received annually shall be used to defray operating and capital expenses of the General Fund of the City.

**SEC. 2:** That Ordinance 154-15, passed December 14, 2015 is hereby repealed.

**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 in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**Effective date – January 1, 2020**

**ORDINANCE NO. 190-19**

**AN ORDINANCE AMENDING ORDINANCE NO. 195-18,  
PASSED DECEMBER 10, 2018.** (Amendments to 2019 Budget)

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

**SEC. 1:** That Ordinance No. 195-18, passed December 10, 2018, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
143-0748-52214 (Donations)	3,000.00 *
143-0748-54411 (Land)	27,500.00
130-0310-54411 (Land/Bldg. Demo)	21,000.00 *
150-0101-53313 (Drug Enforcement)	500.00 *
637-0920-56613 (Agency Fund)	20,000.00 *
924-0930-56612 (Law Library-Refund)	1,000.00 *

**SEC. 2:** That Ordinance No. 195-18, passed December 10, 2018, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
143-0748-52215	27,500.00
109-0705-50111 (Probation Grant)	32,178.00

**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.

\* - new appropriation

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 191-19**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED JOINT OPERATING AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT AND THE CITY OF MEDINA, OHIO RELATIVE TO THE MEDINA RECREATION CENTER, AND REPEALING ALL PRIOR ORDINANCES PERTAINING TO THIS AGREEMENT.**

**WHEREAS:** Ordinance No. 101-01, passed July 9, 2001, authorized the execution of the Joint Operating Agreement and Lease Agreement by and between the Board of Education of the Medina City School District and City of Medina, Ohio for the Medina Recreation Center; and

**WHEREAS:** Ordinance No. 191-13, passed November 25, 2013 amended the Joint Operating Agreement and Lease Agreement to allow for the School District to catch up the One Hundred Ninety Thousand Dollar (\$190,000) arrearage by making payments for a period of five (5) years into the Capital Improvement Fund; and

**WHEREAS:** Ordinance No. 14-17, passed February 13, 2017 amended the Joint Operating Agreement pertaining to Sponsorship Rights; and

**WHEREAS:** The parties again wish to amend the agreement to reflect mutually agreed upon revisions.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Amended Joint Operating Agreement by and between the Board of Education of the Medina City School District and the City of Medina, Ohio relative to the Medina Recreation Center.

**SEC 2:** That Ordinance 101-01, passed July 9, 2001, Ordinance 191-13, passed November 25, 2013, and Ordinance 14-17, passed February 13, 2017 are hereby repealed.

**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:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

ORD 191-19

**JOINT OPERATING AGREEMENT  
FOR  
MEDINA RECREATION CENTER**

**By and Between**

**Board of Education for Medina City School District**

**The City of Medina, Ohio**

**May 30, 2001**

**Revised Effective January 1, 2020**

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**Amended Operating Agreement**

This [REDACTED] Agreement is entered into on the 9<sup>th</sup> day of August, 2001, day of [REDACTED], by and between The Board of Education of the Medina City School District and the City of Medina, Ohio. This modified [REDACTED] agreement will become effective on the 1st day of January, 2020.

WHEREAS, the citizens of the Medina City School District have passed a Bond Issue for the construction of major additions to the high school; and

WHEREAS, the City of Medina, Ohio has committed to provide certain funds to supplement the construction of a Recreation Center at the location of the expanded high school; in return for other considerations in this document; and

WHEREAS, the parties to this Agreement desire to share in the use of the Recreation Center; and

WHEREAS, the parties desire to coordinate their efforts and to cooperate in this venture in order to maximize the benefit to the community; and

WHEREAS, the parties desire to memorialize their understanding in writing.

NOW, THEREFOR, in consideration of the mutual covenants and conditions herein contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

## ARTICLE I

### Definitions

As used in this Agreement, the following terms have the following meanings unless the context clearly indicates otherwise (terms defined in the singular to have the same meaning when used in the plural and vice versa):

“Advisory Committee” means the group of individuals appointed pursuant to Article IX of this Agreement, organized to make recommendations to the City and the School Board.

“Capital Improvements and Replacement” means the additions, construction, reconstruction, fixtures, ~~equipment~~, flooring, lighting, and such other items which have a life expectancy of five years or more for accounting purposes **with the exception of equipment.**

“Capital Improvement Fund” means the funds created by the School Board and the City for revenues and expenses related to Capital Improvement and Replacement of components of the Recreation Center to be established by the School Board and the City as provided in Article V.

“City” means the City of Medina, Ohio.

“Contract Year” means the fiscal year of the School Board which runs from July 1 to June 30 each year.

“Courts” mean the four courts located in the field house to be used for basketball, volleyball, badminton, tennis, and other general recreational use.

**“Director”** means the person selected by the School Board and the person selected by the City, which individuals shall have the primary day-to-day authority regarding their respective party’s activities at the Recreation Center.

**“GAAP”** means the generally accepted accounting principles consistently applied.

**“Member”** of the Recreation Center means any person who has arranged with the City, through membership purchase or otherwise, to have the privilege of using the Recreation Center facilities under the Supervision of the City.

**“Operating Expenses of the Physical Plant”** means all expenses relating to utilities, custodial service, maintenance, repairs of items with a useful life of less than 5 years, snow and ice removal, and landscape maintenance incurred at or about and relating to the Recreation Center, including labor, materials, supplies and independent contractors.

**“Pools”** means the “competitive pool” and the “recreation pool” located at the Recreation Center.

**“Priority Use”** means that when schedules are being developed, the party with priority use for a given area in the Recreation Center for a given time on a given day shall have the first opportunity to schedule an activity. Should that party not choose to schedule an activity, then the other party is free to schedule an activity for that area at that time and day.

**“Programming Expense”** means all expenses directly related to particular programs run by each party, such as Supervision expenses, program supplies, personnel expenses for organizing the program, advertising about the programs, and maintenance or custodial services above and beyond usual day-to-day use of the Recreation Center.

“Recreation Center” means a facility of approximately 106,000 square feet (first and second floor) owned by the School Board, and leased to the City, having a track, four courts, two pools, and various other rooms attached as a part of the high school.

“School Board” means the Board of Education of the Medina City School District, which is constituted and organized as required by the statutes of the State of Ohio.

“School Year” means the term that the high school is in session as determined by this School Board and state law.

“Student Day” means that portion of the regularly scheduled high school day when attendance by the student body is required.

“Supervision” means the obligation to have on-site an adequate number of trained individuals to oversee properly the activities occurring in the Recreation Center.

“Track” means the indoor track located within the Recreation Center.

“Weight Room” means that room located in the Recreation Center containing weight training and exercise equipment.

## ARTICLE II

### Descriptions of the Parties and Facilities

2.1 Facilities. The facilities consist of the Recreation Center, containing a Track, Courts, two Pools, Weight Room, physical therapy room, aerobics room, locker rooms, offices, storage, and all other support areas contained within the defined structure.

2.2 Parties. The parties to this Agreement are the School Board and the city.

### ARTICLE III

#### Principles of Use

3.1 Public Funding. The parties acknowledge that the Recreation Center is made possible due to public funding from residents of the Medina City and the Medina City School District community. The parties mutually covenant that the Recreation Center shall comply with the purposes, clauses, and tax rules for any related tax-exempt bonds.

3.2 Ownership by the School Board. The Recreation Center is owned by the School Board.

3.3 Leasehold Interest by City. In consideration of its providing funds to the construction of the Recreation Center, the City shall be granted a leasehold interest in and to the Recreation Center premises for a term of 50 years commencing on the date the facilities are opened for public use and terminating on June 30, of the fiftieth year thereafter, unless renewed as stated in Article VI herein. The Parties agree to execute a lease agreement setting forth the terms & conditions of the leasehold interest, consistent with the intent of this joint operating agreement.

The original lease shall required the following initial ~~amount~~ of rent in the amount of seven million, five hundred thousand dollars (\$7,500,000). Payments ~~will be were~~ made on the following schedule:

\$1,000,000	immediately, upon signing this agreement
\$780,000	when foundation completed
\$1,000,000	when steel erected

\$2,055,000 when shell completed  
\$1,000,000 when interior roughed in  
\$1,665,000 when interior completed, occupancy permit is issued.

The parties acknowledge that the School Board will apply such rent to its land acquisition and construction costs for the Recreation Center.

Except for such rent payments to be so applied and any change orders pre-authorized by the City, the City shall have no obligation or liability for any construction costs, including overruns, all of which shall be the responsibility of the School Board, as owner of the premises.

During construction, the School Board agrees not to execute any change orders that would have impact on City programming at the Recreation Center without written consent of the City, which consent must not be unreasonably withheld.

The City agrees not to request unilaterally any further change to the construction plans as they currently stand without accepting financial responsibility for the consequences of such change.

The lease shall also require the City to pay as additional rent annually the amounts specified in Article V for the Operating Expenses of the Physical Plant and the Capital Improvements Fund for the Recreation Center.

This lease shall grant the City an indefinite number of five year renewals to the original term of the lease, with the rent during the renewal period to be One Dollar per year plus the amounts to be required for the Operating Expenses of the Physical Plant and the Capital Improvements Fund.

## ARTICLE IV

### Priority of Use

For program planning purposes, each party shall have certain times of the year during which they shall have priority use for certain areas of the Recreation Center. ~~The initial priority schedule is attached as Appendix A.~~

This will be reviewed annually by the Advisory Committee and revised as needed. As the Operating Expenses initially will be shared approximately equally, the parties agree each has the right to approximately half of the available time/space for priority use.

However, it is expected that the City will probably program more time/space than the School Board.

Furthermore, it is expected that most time/space that is not specifically scheduled by either party will probably be made available for unscheduled use by Recreation Center Members under Supervision by the City.

It is intended that the parties will schedule their program use prior to the start of each Contract Year in accordance with the principles of Article IV and policies and procedures to be recommended by the Advisory Committee, and be bound by those scheduling commitments as provided in Article V. In the event one party allows the other party to schedule programs during the first party's time/space of Priority Use, this does not change the first party's Priority Use for the future unless



the Advisory Committee revises the Priority Use schedule during their next scheduled review.

4.1 Priority Use. Each party shall have priority use of the designated areas in Appendix A.

4.2 Shared Use. City has priority use of all areas of the facility when neither the school nor the city has anything scheduled. There will be times that programming will require shared usage of the same area (ex: Fitness center). ~~Appendix A is used as the guideline.~~ The city will retain use of two of the lap lanes of the competitive pool when school physical education classes are in session.

4.3 Recreation Pool and Track. It is the intent of the parties that the Recreation Pool and Track remain open to Members for general use as many hours as possible.

4.4 Food Service. Food service within the Recreation Center will be the responsibility of and Supervised by the City. This can be modified by written agreement between the parties.

## ARTICLE V

### Scheduling and Funding

5.1 Scheduling. The Directors shall meet, agree on the Priority Use, and deliver a signed Priority Use schedule to the Advisory Committee by January 1 prior to any given Contract Year, ~~except that the initial year of the Priority Use scheduling is attached as Appendix A.~~ The signature of the two Directors on a

Priority Use schedule for a given Contract Year shall signify such agreement.

During any Contract Year where such Priority Use scheduling agreement did not occur by the established deadline, the Priority Use scheduling for that Contract Year reverts to the prior year's Priority Use Schedule.

During the year, each Director will use the Priority Use schedule to develop a calendar of programming that is definitely planned for the coming months. A copy of the current actual scheduled use calendar will be constantly displayed in the Recreation Center at a location readily available to both Directors.

During the year, any changes to this schedule will be initialed by the Director of the party having Priority Use for that time/space. An alternative system may be employed provided it meets the same criteria for availability and control of the schedule.

5.2 Funding. The agreement of the parties to a Contract Year scheduling calendar also signifies their agreement to the funding obligation associated with the time schedule.

5.3 Fees to be Paid to Parties. Each party to this Agreement shall be free to establish and collect fees for scheduled use sponsored and supervised by that party during such party's scheduled time.

5.4 Operating Expenses of the Physical Plant. The parties agree that initially the School Board will be liable for ~~52.5~~ 50% of the Operating Expenses and that the City will be liable for ~~47.5~~ 50% of the Operating Expenses. ~~This 5% difference is to compensate for possible inefficiencies of the Physical Plant.~~ The

sharing of Operating Expenses may be adjusted by written agreement of the two parties.

The utilities portion of the Operating Expenses for the Recreation Center will be separately metered, where feasible, and otherwise prorated as accurately as feasible.

The School Board shall pay from its general account all of the Operating Expenses of the Physical Plant as incurred. The School District shall then invoice the City for its allocable share on or before the 10<sup>th</sup> day of the next month, to be paid by the City within 20 days after receipt of the invoice.

5.5 Day-to-day Operations. In order to have one channel for scheduling activities, programming and usage, all questions and concerns relating to the day-to-day scheduling will be directed to the City's Director. The City retains the right to hire, at its expense, part-time employees for programming assistance.

**In order to have one channel for School scheduling activities, all questions and concerns related to day-to-day scheduling will be directed to the School's Athletic Director.**

**In order to have one channel of communication for School Operations and Facility related issues will be directed to the Director of Business Affairs.**

5.6 Capital Improvements Fund. The parties recognize the Recreation Center will need future capital spending to maintain the structure, and the value of providing funds for such future needs.

Both parties shall establish and maintain a Capital Improvement Fund for the capital improvement and repair of the Recreation Center.

The Capital Improvement fund shall be maintained separate and apart from the other funds maintained by the School Board and the City.

A Capital Improvement Budget will be recommended by the Advisory Committee before the beginning of each Contract Year and approved by each party.

Withdrawals from each party's funds shall be made within the approved budget (or in an emergency with the approval of the Advisory Committee President or designee).

Quarterly reports of the Capital Improvement Fund should be forwarded by the school to the city and the city to the school with copies from both entities to the Advisory Committee showing scheduled deposits and expenditure history.

Initially, the parties estimate the total capital replacement and repair costs for each Contract Year to be \$200,000 (\$100,000 per party allocated to each party's fund).

The parties may from time to time by mutual written agreement change this estimated amount. **The Board and the City will consider increasing this amount if the expenses exceed the current balance.** Each party shall pay into its Capital Improvement Fund on or before July 31 of each Contract Year one-half of the total amount agreed upon for that Contract Year.

However, in the first two Contract Years of this agreement, neither party will be required to pay any of its allocable share; in

the third year, each party shall pay 30% of its allocable share; in the fourth year 60%; and in the fifth year 90%.

Thereafter, each party shall pay 100% of its allocable share.

5.7 <sup>Sponsorship</sup> Naming Rights. The parties agree that there are three (3) categories of <sup>Sponsorship</sup> "naming rights" with regard to the recreation center.

1. Exterior of the recreation center
2. Interior rooms of the recreation center
3. Mutually exclusive programs

The procedure for <sup>Sponsorship</sup> naming rights should be that a request for proposals for categories 1 and 2 will be presented to the Advisory Committee then to the city/schools to be mutually agreed upon, then to the Board of Education/City Council for their final approval.

<sup>Sponsorship</sup> It is anticipated that further revenue will be generated by ~~naming~~ rights in association with the Recreation Center.

The parties agreed that any revenue so generated will be distributed as follows:

~~3050%~~ <sup>100% into the Joint Capital Improvement Fund</sup> into each party's Capital Improvement Fund-

~~20%~~ for the School Board's use

~~20%~~ for the City's use

Whichever party secures the sponsor/donor for <sup>Sponsorship</sup> naming rights of mutually exclusive programs would retain 100% of the benefits of such proposals.

Each party must notify the Advisory Committee and the other entity that they are accepting proposals to be sure that

conflicts are eliminated. **The Advisory Committee will review naming rights at least every three (3) years; this will also include the Sponsorship Agreement (if one exists) (See Appendix A) when it is due for renewal.**

**5.8 Programming Expenses.** Each party to this Agreement shall be responsible for its own Programming Expenses, including the Supervision of its sponsored activities at the Recreation Center.

The School Board may contract with the City for a separate fee to provide Supervision services (e. g., lifeguards) for the School Board at certain functions or scheduled times.

Further, the City may contract with the School Board for a separate fee for the School Board to provide extra maintenance or custodial services at certain functions or scheduled times.

## **ARTICLE VI**

### **Term and Termination**

**6.1 Term of Agreement.** The initial term of this Agreement shall commence on the date the facilities are opened for public use and end on June 30, 2052. Subject to the termination provisions below, the Agreement shall automatically renew thereafter for an indefinite number of additional five-year terms commencing July 1, and ending June 30 of the fifth renewal year.

The forgoing renewal provisions notwithstanding, at least three years prior to the end of the initial term or any subsequent renewal term, either party may terminate this Agreement by

giving written notice to the other party of its intention to terminate, in which event this Agreement shall terminate as to the notifying party at the expiration of the term or renewal term then in effect.

**This agreement will be reviewed every three (3) years. This review may be waived by written consent of both parties.**

6.2 Termination by Mutual Consent. This agreement may be terminated prior to the expiration of its term by written consent of both parties.

6.3 Default.

(a) In the event of a material default by either party in the performance of its obligations under this Agreement, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default.

The defaulting party shall have thirty (30) days to cure the default if the default involves a direct payment of money and ninety (90) days to cure the default if the default does not involve a direct payment of money, provided that in the event of any such non-monetary default the cure period shall be extended for such additional period of time as shall be necessary for the defaulting party, using its best efforts and with due diligence, to cure the default promptly.

(b) If the default is not cured within such time limits, the defaulting party shall provide written notice of the nature of the default to the Advisory Committee, which shall have ninety (90) days thereafter to resolve the default to the satisfaction of both parties.

If the default shall not be resolved to the satisfaction of both parties within such ninety (90) day period or within any extension agreed to by the parties, then either party may request in writing that the dispute be determined by court sanctioned mediation and/or arbitration as provided below.

(c) Any claim or controversy between the parties regarding their respective rights, duties or obligations hereunder shall be settled by means of alternative dispute resolution conducted in accordance with the then existing rules of the Medina County Common Pleas Court.

Should arbitration be required, such arbitration shall be before three disinterested arbitrators, one named by the School District, one by the City, and one by the two thus chosen.

In the event the selected arbitrators cannot agree on a third arbitrator, the Court shall appoint the third arbitrator.

The arbitrators may not order termination of the Agreement unless a serious, material default occurs and there appears no viable remedy short of termination.

The arbitrators shall, absent extraordinary circumstances, award monetary compensation to the City based on a pro-rata calculation of prepaid rent less any reduction for unpaid City obligations or plus any increase for unpaid School District obligations, and for the arbitrators' award of damages to either party, if any.

The arbitrators shall have no power to depart from or change any of the provisions of this agreement.



The parties shall bear equally the expense of arbitration proceedings conducted hereunder, unless the arbitrators shall unanimously determine otherwise.

Judgment upon the arbitrators' award rendered may be entered in the Medina County Common Pleas Court pursuant to Rev. Code Chapter 2711.

(d) In the event of termination, the defaulting party shall have no further rights or obligations under this agreement after the date of termination; however, the defaulting party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination.

Notwithstanding anything to the contrary in this agreement, under no circumstances shall the School District or the City be deprived of the use of the Recreation Center to the extent such use is essential to the educational programming of the School District or to the recreational programming of the City.

## ARTICLE VII

### Alterations and Improvements, Utilities and Maintenance

7.1 Alterations and Improvement. Either party or both parties jointly may request alterations or improvements, subject to the other party's prior written consent; with the requesting party to pay for the alterations or improvements subject to mutual agreement otherwise.

7.2 Utilities and Maintenance. The School Board shall provide all utilities, maintenance, repairs and custodial services, and the cost thereof shall be a factor in determining the Operating Expenses of the Physical Plant pursuant to Section 5.4.

Where either party sponsors programs causing a need for maintenance above the peak daily norm, the sponsoring party may be assessed an additional fee to cover the extra costs.

~~Initially the~~ School Board shall provide the following custodial personnel seven days per week:

~~1 full time person from 7:00am — 3:30pm~~

~~1 full time person from 3:00pm — 11:30pm~~

~~2 full time people from 11:00pm — 6:00am~~

**16 hours total per day**

**2 people 6 hours per day (11:00 pm - 6:00 am)**

**2 hours of flex time - example spill clean up**

**1 hour in the morning (7:00 am - 8:00 am)**

**1 hour to review books for the night shift (3:00 pm - 4:00 pm)**

**In addition, shutdown (when the recreation center is closed for annual cleaning/maintenance) will be billed at the mid-step of the negotiated agreement based on actual hours worked.**

It is expected that the number of custodial personnel will be adjusted according to the needs of the Recreation Center.

~~The City will be involved in the interview process when full time positions are filled.~~ Custodial costs will be included per section 5.4 "Operating Expenses" and allocated as designated.

The hourly rate used to calculate custodial time shall be charged at the mid-step of the Medina City Schools wage scale or in the event there is no mid step the top step of the first half of the wage scale.

The custodial staff assigned to the recreation center will meet with the City's Director of the recreation center periodically as needed to facilitate smooth operations.

The school district administrator (Building and Grounds Supervisor or successor titles) shall be the key contact for the city with regard to concerns regarding cleaning or maintenance.

~~The parties both acknowledge that a higher level of cleaning is expected in this facility compared to current School and City buildings.~~

~~The initial expectations for cleaning are contained in Appendix B.~~

In the event the city feels the schools are not ~~meeting this~~ **standard, adequately cleaning and maintaining the facility**, they shall notify the Advisory Committee and School **Director of Business Affairs** in writing.

The School Board in cooperation with the Advisory Committee shall have 30 days to remedy this deficiency.

If the deficiency cannot be remedied the City, at its expense, may arrange other custodial services, until such time as the Board of Education can provide adequate services.

Maintenance expenses will be billed labor and materials and included per section 5.4. Any maintenance performed will be approved by the City's Director and the School Board's maintenance supervisor, or one of his superiors.

This excludes items that are part of the capital improvements budget, which will be handled per section 5.6.

This agreement does not preclude the City from hiring service contracts for specialized equipment repair. The cost of such contracts shall be considered a part of operational expense of the physical plant when mutual intent is used.

## ARTICLE VIII

### Insurance

8.1 Insurance on the Recreation Center. The School Board shall be obligated to maintain and keep in full force and effect during the original or any extended term of this Agreement fire and extended coverage insurance on the Recreation Center in an amount equal to the full replacement cost thereof.

In the event the insurance company determines that there has been damage or destruction of the Recreation Center constituting a total loss, the School Board at its option shall either (i) repair or replace the Recreation Center to its original or better condition in order to continue to provide the uses of the Recreation Center prior to such damage or destruction; or (ii) treat the insurance proceeds and all monies in the Capital Improvement Fund as Distributable Excess to be distributed to the parties as follows:

- a) The City shall receive the sum of \$7.5 million dollars reduced by \$150,000 for every twelve month period completed of the original term prior to the loss; and
- b) The School Board shall receive the balance of the Distributable Excess.

In the event that there is partial damage or destruction of the Recreation Center constituting less than a total loss, the School Board shall use the proceeds toward restoring the Recreation Center to its pre-damaged condition, unless the parties mutually agree otherwise.

8.2 Liability Insurance. Each party to this Agreement shall maintain and keep in full force and effect liability insurance in limits of not less than \$5,000,000.

8.3 Equipment Insurance. Each party will be responsible for insuring its own equipment located in the Recreation Center.

8.4 Waiver of Subrogation. The School Board and City 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 the Recreation Center facilities caused by, or that result from, risks injured against under any insurance policies carried by the parties and in force at the time of any such damage.

The School Board and City shall cause each insurance policy obtained by 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.

Neither School Board nor City shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policies required by this Article VIII.

## ARTICLE IX

### Advisory Committee; Directors

9.1 Composition. An Advisory Committee with the following seven members shall be established.

Each member of the Committee shall possess one vote in making all recommendations by the Advisory Committee provided for in this Agreement.

The members of the Committee shall be:

- a) The School Board shall select two members;
- b) The City shall select two members; and
- c) The four members of the committee so selected shall select by majority vote, three more members, ~~at least one of whom must be a City resident,~~ all of whom must be City or School District residents, and one of whom shall be elected chair person.
- d) Each party is entitled to appoint, from time to time, non-voting ex-officio members, for purposes of providing additional expertise, who are to be included in any deliberations of the committee, so long as such members do not disrupt the normal business of the committee.
- e) A quorum for conducting business shall consist of at least four of these members, provided that at least one member selected by the City is present and at least one member selected by the School Board is present.

9.2 Terms of Office. Members shall serve for a term of three (3) years commencing on January 1 next following the date of their respective appointment.

**One school member initially will serve a three (3) year term and one school member will initially serve a two (2) year term and following the appointments made for the terms commencing January 2020, all committee members will serve three (3) year terms.**

**One city member initially will serve a three (3) year term and one city member will initially serve a two (2) year term and following the appointments made for the terms commencing January 2020, all committee members will serve three (3) year terms.**

In the event of a vacancy on the committee, a successor member shall be appointed by the body which made the original appointment to serve the remainder of the term of the vacant seat.

There shall be no limit on the number of terms a member may be appointed to serve.

9.3 Role of Advisory Committee. The Advisory Committee shall serve in an advisory capacity to help resolve all questions between the parties arising under this Agreement, including, but not limited to, matters regarding scheduling use of the Recreation Center, Operating Expenses of the Physical Plant, Capital Improvement Fund questions, and day-to-day Operations questions.

The Advisory Committee shall reach its decisions by majority vote of the full committee and shall adopt such rules and procedures as it deems necessary and appropriate to perform its duties under this Agreement.

The Advisory Committee shall make recommendations to the School Board and the City, subject to the right of the School Board or the City to resolve any dispute in a court of competent jurisdiction, if necessary.

9.4 Directors. The City shall designate one person to serve as its Director of the City's activities at the Recreation Center, which person shall have overall responsibility for the City's activities there, as well as serving as the one channel for scheduling issues, subject always to the terms and conditions of this Agreement, the policies of the Advisory Committee, and the control of the City and its administrative officers.

Initially the City designates its Director of Parks and Recreation to hold such position.

Likewise, the School Board shall designate one person to serve as its Director of the School Board's activities at the Recreation Center, which person shall have overall responsibility for the School Board's activities there, subject always to the terms and conditions of this

Agreement, the policies of the Advisory Committee, and the control of the School Board and its administrative officers.

Initially, the School designates the Athletic Director to hold such position.

In the event of any dispute regarding the use and operation of the Recreation Center, the two Directors shall meet to attempt to resolve the dispute. Should they be unable to reach resolution, they shall refer the dispute to the Advisory Committee, which shall consider such dispute at its next regular meeting, or if necessary, at a special meeting called by any three of its members.

The Advisory Committee shall present its recommendations to resolve the dispute to the Directors, subject to the right of the School Board or the City to resolve any disputes in a court of competent jurisdiction, if necessary.

In all such informal dispute resolution, the Directors, Advisory Committee, City and School Board shall be governed by the terms and conditions of this Agreement, and the best interests of the community.

## Article X

### Joint Obligations, Representations and Warranties

10.1 Mutual Assistance. The parties shall reasonably cooperate with each other and shall at their own cost and expense provide reasonable assistance to each other to aid the other parties in fulfilling their obligations under this Agreement.

10.2 Authority. The parties have taken all required action as to approve and adopt this Agreement.

This Agreement is a duly authorized, valid and binding Agreement of the parties, enforceable against them in accordance



with its terms. Further, the representatives signing this Agreement have the requisite authority to do so.

10.3 Absence of Conflicts. The execution and delivery of this Agreement by the parties:

(a) Does not and will not violate or conflict with any statute, regulation, judgment, order, writ, decree, or injunction applicable to them;

(b) Will not violate or conflict with any charter provision or by-law of the parties, or any existing mortgage, indenture, contract, licensing agreement, or other agreements binding on the parties.

10.4 Absence of Required Consents or Contractual Restrictions. No consent or approval which has not been obtained is required to be obtained in connection with the execution and delivery of this Agreement or the performance of the transactions contemplated hereby.

No contract or agreement by which the parties are bound will restrict their ability to fulfill their obligations and responsibilities under this Agreement or any related agreement or to carry out the activities contemplated herein.

10.5 Non-performance. In the event that either party is not satisfactorily performing a service specified in this contract, due to unforeseen situations, and as determined by a majority of the Advisory Committee, then the other party has the ability to contract out for that service.

## ARTICLE XI

### General Rules of Use

The Advisory Committee shall recommend to the School Board and the City General Rules of Use for the Recreation Center.

## ARTICLE XII

### Miscellaneous

12.1 Further Assurances. The parties hereto, and each of them, agree at this time and from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

12.2 Captions. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

12.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

12.4 No Partnership. Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted to be a partnership or any other arrangement whereby one of the parties is authorized to act as an agent for another.

12.5 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person, persons, entity or entities shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed to be a third party beneficiary hereunder.

12.6 Governing Law. The governing law of the validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio.

12.7 No Assignment. Neither party to this Agreement may assign, transfer or otherwise convey any or all of its rights or obligations hereunder without the prior written consent of the other party.

12.8 Entire Agreement; Amendment. This Agreement with the annexed exhibits sets forth the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions between them.

No amendment to this Agreement shall be effective unless it is in writing and executed by the parties hereto.

12.9 Severability. If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than provisions constituting a material consideration to a party's entering into this Agreement or such other document) shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve the purpose of the invalid provision.

12.10 Notices. All notices, certificates, requests, demands, and other communications hereunder shall be in writing and shall be personally served or sent by certified mail. All such notices, certificates, requests, demands and other communications shall be

delivered to the party to receive same at the addresses indicated below (or at such other address (es) as a party may specify in a written notice):

<b>To: Medina City School District</b>	<b>To: The City of Medina</b>
<del>120 W. Washington Street</del>	132 N. Elmwood Street
<del>739 Weymouth Road</del>	
Medina, Ohio 44256	Medina, Ohio 44256

Attention: Superintendent	Attention: Mayor and
and <del>Director of Business Affairs</del>	Clerk of Council

12.11 Schedules. The schedules hereto are an integral part of this Agreement and all references herein to this Agreement shall encompass such schedules.

12.12 Waiver. No failure on the part of a party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

12.13 No Construction against Drafter. This Agreement has been drafted and negotiated by both parties and shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any party.

12.14 Multiple Originals. The parties shall sign duplicate copies of this Agreement, each of which shall be considered an original without presentation of the other.

12.15 Non-Appropriation. The obligations of the School Board and the City hereunder to pay money in the future fiscal

periods are subject to appropriation of sufficient funds for such purpose by the School Board and the City Council of the City then in office.

The parties reasonably expect that their respective future legislative bodies will budget sufficient funds in each fiscal period to cover such obligations and take the necessary action to lawfully appropriate such funds.

In the event either legislative body should fail to appropriate sufficient funds to cover such obligations in a future fiscal period, that party's obligations and rights under this agreement shall terminate.

IN WITNESS WHEREOF, this Agreement is executed the day first written above.

Signed in the Presence of:

Board of Education of the Medina  
City School District

\_\_\_\_\_

by:

President

\_\_\_\_\_

by:

Treasurer  
City of Medina

\_\_\_\_\_

by:

Mayor

\_\_\_\_\_

by:

President of Council

JOA  
EXH. A

**ORDINANCE NO. 53-17**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO SPONSORSHIP AND SPONSOR AGREEMENTS WITH PARTNER MARKETING LLC FOR THE PURPOSE OF FINDING PERSONS AND COMPANIES WHICH DESIRE TO PLACE SPONSORSHIPS INSIDE THE MEDINA RECREATION CENTER.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Sponsorship and Sponsor Agreements with Partner Marketing LLC for the purpose of finding persons and companies which desire to place sponsorships inside the Medina Recreation Center.

**SEC. 2:** That a copy of the Agreements are marked Exhibit A and B, attached hereto and incorporated herein.

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

**SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** April 24, 2017

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 25, 2017

**SIGNED:** Dennis Hanwell  
Mayor

Ord. 53-11  
Exh. A

### Sponsorship Agreement

This Agreement (the "Agreement") entered into this 1<sup>ST</sup> day of MAY, 2017, by and between the City of Medina (hereafter sometimes referred to as "City") at 132 North Elmwood Avenue, Medina, Ohio 44256 and Medina City Schools Board of Education (hereafter sometimes referred to as "Medina Schools" or "BOE") at 739 Weymouth Road, Medina, Ohio 44256 and Partner Marketing, LLC (hereafter sometimes referred to as "PM"), 334 Koontz Rd., Wadsworth, OH 44281.

#### Recitals

WHEREAS, the Medina City Schools is the owner of the Medina Recreation Center ("REC"); and

WHEREAS, the Medina City Schools Board of Education has a lease agreement with the City of Medina for certain use of the Medina Recreation Center located at 855 Weymouth Rd, Medina, OH 44256 by the City of Medina; and

WHEREAS, City and Medina Schools desires to continue the place sponsors inside the Medina Recreation Center; and

WHEREAS, PM desires to obtain sponsors for the City of Medina and Medina Schools and desires to cause sponsors to be placed in the Medina Recreation Center; and

WHEREAS, the City of Medina and Medina Schools desire to retain PM as their exclusive agent to obtain and place sponsors inside the Medina Recreation Center, and PM desires to be the exclusive agent for this purpose.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

I. Responsibilities of Partner Marketing, LLC:

1. PM shall have all the duties of finding persons and companies which desire to place sponsorships inside the REC, preparing and executing contracts for sponsorship and for taking necessary steps to prepare sponsors so that all agree the signage is properly placed and approved by the Recreation Advisory Committee (RAC), Medina Schools, and the City of Medina.

2. All payments by sponsors will be paid directly to PM. PM shall pay the City and/or the Medina City Schools pursuant to the payment schedule below (minus any cost of goods or other requirements that any sponsor might require to fulfill any sponsorship). Payments by PM to the City shall be made within thirty (30) days of the previous month's close. A monthly reconciliation report will be provided to the City by PM each month. A copy of the Sponsor Agreement will be provided to the City for final approval.

3. PM shall not assign this contract without *written* consent of the City of Medina and with the consent of the Medina City Schools. City of Medina nor Medina Schools shall assign this contract without the written consent of PM.

4. PM agrees to incur all costs prior to and after a secured agreement between parties. The City and Medina Schools will incur no cost of marketing, development, advertising, selling, managing and/or cost of working with vendors that will be needed to execute this concept.

## II. Responsibilities of the City of Medina.

1. PM shall be the exclusive agent for procuring sponsors for the City and Medina Schools at Medina Recreation Center (REC). This includes field house, natatoriums, fitness rooms, track, community rooms, and locker rooms/restrooms. The City and Medina Schools are prohibited from engaging any other person or entity which is in anyway related to procuring sponsors or in any way related to nature and purpose of the rights or responsibilities of this Agreement within the Medina Recreation Center. This excludes any pre-existing agreements such as the "Community Matters" agreement.

2. Any sponsorship leads that come to or are received by the City or Medina Schools in regards to REC sponsorships must be immediately directed to PM to complete sales procurement.

3. The City provides its consent and approval of PM to contract with designers, marketing entities and partners in order to accomplish the goal of selling donations and sponsorships consistent with this Agreement.

4. The City will permit PM to have reasonable access to the REC during operating hours to accomplish the terms of this agreement and to place sponsorships. Upon the advance agreement of the parties, PM may obtain access to the REC outside normal hours of operation.

## III. Payment.

1. Payment Schedule and shared net revenue is for each payment for extent of the contracted term. This is defined as the gross contracted amount per month, year or any other time period sold to any sponsor minus all cost of goods associated with fulfilling the agreement which includes the design, fabrication, installation and/or the like. The cost of goods will also include the initial cost of the signage and if in the event signage needs repaired/replaced or maintenance for quality for any reason the repair, replace, and maintenance cost. In the event a sponsor ceases payment for whatever reason both parties would incur the liability of any costs.

	PM Share	City Share
• 1-12 month agreement	50%	50%
• 13-24 month agreement	40%	60%
• 25-36 month agreement	30%	70%
• 37+ month agreement	20%	80%



IV. Term

1. The term of this agreement shall be three (3) years beginning on MAY 1st, 2017 with a three (3) year mutual agreement extension. Either party can opt out at any time, for any cause or no cause, after a minimum of 180 days of the execution of this initial Agreement and with a 60 day written notice. Any completed sales up to 60<sup>th</sup> day will be shared per the payment schedule. This includes any sales made that include monthly/yearly payments beyond the 60<sup>th</sup> day.

V. Sponsor Content

1. The Recreation Advisory Committee (RAC), Medina City Schools, and the City of Medina shall reserve the right to accept or reject any sponsor, sponsorship, including any signage which, by its content, language, or graphics, violates any law, guideline or policy. Moreover, the content of any sponsorship advertising, promotional material, signage, or donor messages shall be subject to approval of the RAC, Medina City Schools, and the City of Medina. The RAC, Medina City Schools, and the City of Medina reserve the right to remove any objectionable advertising, signage, or promotional material.

VI. Partner Marketing, LLC Ownership

1. All sponsorship items, customer lists, signage, websites, domains, phone numbers, collateral, search engines listings, social media sites, process, procedures and related materials generated by PM and its subcontractors for the effort of selling sponsorship on behalf of either the City or Medina Schools is and shall remain the property of PM.

VII. Pricing

1. PM, with the approval of the City, has the ability to determine pricing per any donation level and term. PM has the ability to negotiate pricing and terms per any potential sponsor. This may include bartering with sponsors in the event this will benefit the City in not paying for any given service/product that is deemed of value by the City. The City would be involved with the bartering negotiation. In the event this occurs, the total bartered amount/value will be agreed upon by PM. The cash value and percentage, per the above schedule, will be credited and paid to PM.

VIII. The Parties Further Agree as Follows:

1. In the event of vandalism or destruction of any signage or other items that are included in the sponsor "package" the cost to repair/replace the signage would be shared equally by PM and the City.

2. City, Medina Schools and PM will agree on the space that signage and/or other marketing materials can be placed within the REC.

IX. Miscellaneous

1. The parties agree that the laws of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a court of competent jurisdiction within the State of Ohio.

2. The signatories hereto certify that they have full authority to execute and deliver this Agreement and that it is binding and enforceable in its terms upon the signatories hereto.

3. The foregoing contains all promises and representations by the parties and their agents, is the complete agreement between the parties, and neither party is relying on any other oral or written statement as an inducement to sign this Agreement.

Medina City Schools, Board of Education

By: [Signature] Date: 05.16.17

Title: Treasurer

City of Medina, MCRC

By: [Signature] Date: 4-25-2017  
Dennis Harwell

Title: Mayor

Partner Marketing, LLC

By: [Signature] Date: 5-3-17  
MANIC PARTS

Title: Owner