

**FINANCE COMMITTEE AGENDA
October 15, 2024 (TUESDAY)
Council Rotunda**

2025-2029 Budget Hearing (5:30 p.m.)

1. 001-0704 Law Department

Finance Committee (6:00 p.m. – Immediately following budget hearing)

1. Assignment of Requests for Council Action
2. 24-201-10/15 – Budget Amendments
#2024-046 – ARPA Project / Misc.
#2024-047 – MCRC
#8478 – Traffic Cabinet / Equipment Purchase - Service
3. 24-202-10/15 – Elected Official Salaries for 2026-2029
4. 24-203-10/15 – Accept 2025 Budget Commission Amounts & Rates
5. 24-204-10/15 – Increase P.O. #24-821 – Heritage Aquatics – MCRC
6. 24-205-10/15 – Revocable Use Permit – Cheff
7. 24-206-10/15 – Revocable Use Permit – Sipos
8. 24-207-10/15 – Medical Mutual Contingent Premium Credit
9. 24-208-10/15 – Engineering Design Services – S. Huntington St. Bridge Replacement
10. 24-209-10/15 – Amend Ord. 163-24, lamGIS Statement of Work
11. 24-210-10/15 – Sanitary Sewer Easement from Legacy Hotel of Medina
12. 24-211-10/15 – Wheeling & Lake Erie Agreement – Prospect St. Bridge
13. 24-212-10/15 – Cybersecurity Software and Services Grant – Muni Court
14. 24-213-10/15 – Amend Ord. 183-23, Uptown Park/Gazebo
15. 24-214-10/15 – Bids, Reagan Park Cold Storage Building
16. 24-215-10/15 – Incr. P.O. 24-0709 – Litman – Parks Dept.
17. 24-216-10/15 – Expenditure – HSH Construction – Parks
18. 24-217-10/15 – Amend Ord. 71-24 – Signal Service
19. 24-218-10/15 – Purchase Ventrac Tractor 4520N – Service Dept.

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 24-201-10/15 – Budget Amendments
- 24-202-10/15 – Elected Official Salaries for 2026-2029
- 24-203-10/15 – Accept 2025 Budget Commission Rates
- 24-204-10/15 – Increase P.O. – Heritage Aquatics – MCRC
- 24-205-10/15 – Revocable Use Permit – Cheff
- 24-206-10/15 – Revocable Use Permit – Sipos
- 24-207-10/15 – Medical Mutual Contingent Premium Credit
- 24-208-10/15 – Engineering Design Services for S. Huntington St. Bridge Replacement
- 24-209-10/15 – Amend Ord. 163-24, lamGIS Statement of Work
- 24-210-10/15 – Sanitary Sewer Easement from Legacy Hotel of Medina
- 24-211-10/15 – Wheeling & Lake Erie Railroad Agreement – Prospect St. Bridge
- 24-212-10/15 – Cybersecurity Software & Services Grant – Muni Court
- 24-213-10/15 – Amend Ord. 183-23 Uptown Park/Gazebo
- 24-213-10/15 – Bids – Reagan Park Cold Storage Building
- 24-214-10/15 – Increase Exp. P.O. #24-0709 – Litman – Parks Dept.
- 24-215-10/15 – Expenditure – HSH Construction – Parks Dept.
- 24-216-10/15 – Amend Ord. 71-24, Signal Service
- 24-217-10/15 – Purchase Ventrac Tractor – 4520N – Service Dept.

10/15/24

Batch Number
(Finance use only)
Batch Posted?

[]
[]

RCA Number
(Council use only)

RCA 24-201-10/15

Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

[]
X
[]
X
[]

NO. 2024-046
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		139-0462-52215	py22 - contractual svcs	4,983.00		X	re-appropriate lost enc when closed py po
104-0301-52215	PK - contractual	104-0301-51131	Pk uniforms	758.14		X	clear negatives
171-0743-52215	apra-pb bldg-contractual	171-0650-54411	ARPA - airport - land improvements	178,816.51		X	arpa - airport project
			Total increases to fund:	4,983.00			
			Total reductions to fund:				
			Total transfers within fund:	179,574.65			

EXPLANATION:

[]

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 10/7/2024

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____



COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 186-24

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

No. RCA 24-202-10/15
Committee: Finance

FROM: Keith H. Dirham
DATE: Wednesday, September 28, 2024
SUBJECT: Elected Official Salaries for 2026-2029

SUMMARY AND BACKGROUND:

In the past I usually submitted this request early in each election year but last time around I was asked to submit it earlier so here it is more than a year before the next election.

Note that salaries for elected officials can change during a term but they have to be set before the filing deadline for the position.

I have attached a comparison sheet on which I listed comparative salaries for Strongsville, Brunswick, Wadsworth, and Wooster. Based on that:

Mayor:

- Strongsville pays almost three-quarters more
- Brunswick pays almost half-again as much
- Wooster pays marginally less
- Wadsworth pays considerably less

Finance Director:

- Strongsville and Wooster both pay about half-again as much
- Brunswick pays almost a quarter more
- Wadsworth pays marginally more to their City Auditor but they also have a City Treasurer and the combined salary of the two is about half-again as much

Council President:

- Strongsville pays almost half-again as much
- Brunswick pays about a quarter more
- Wadsworth pays marginally less
- Wooster pays considerably less

Council Member:

- Strongsville pays more than double
- Brunswick pays about three quarters more
- Wadsworth pays almost a fifth more
- Wooster pays marginally less

I also attached a publication from OPERS which includes handwritten notes from a conversation with them. The minimum to earn a full month towards retirement is \$721.44 in 2024 and goes up 1.75% per year. The minimum to earn a month toward healthcare is \$1,000. Persons paid less than the minimums still earn partial credit toward retirement but NOTHING toward healthcare.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Elected Official Salary Comparison	As a Percentage of Medina			
	2024	2025	2024	2025
Mayor/City Manager				
Strongsville	160,000.00		171.58%	
Brunswick^	133,247.30	135,912.24	142.89%	142.19%
Medina	93,252.64	95,584.06	100.00%	
Wadsworth	53,672.04		57.56%	
Wooster~	86,846.00	89,017.00	93.13%	93.13%

Average
Median

Finance Director	2024	2025	2024	2025
Strongsville	137,259.00		143.73%	
Brunswick	117,823.05		123.37%	
Medina	95,500.00	96,694.00	100.00%	
Wadsworth*	102,279.96		107.10%	
Wooster	152,360.00		159.54%	

Average
Median

Council President	2024	2025	2024	2025
Strongsville	20,091.18		145.84%	
Brunswick	17,365.90		126.06%	
Medina	13,776.00	13,776.00	100.00%	100.00%
Wadsworth	11,660.04		84.64%	
Wooster	9,500.00		68.96%	

Average
Median

Council Member	2024	2025	2024	2025
Strongsville	18,841.79		205.25%	
Brunswick	16,089.11		175.26%	
Medina	9,180.00	9,180.00	100.00%	100.00%
Wadsworth	11,000.04		119.83%	
Wooster	8,500.00		92.59%	

Average
Median

*The salary listed is for Wadsworth's City Auditor. They also have a City Treasurer who is paid \$35,884 for 2024. The sum of the two for 2024 is 138,163.96

~In addition to Mayor, Wooster also has a "Director of Administration". The Director of Administration is paid \$150,467 for 2024

^The salary listed is for the Brunswick City Manager.



OPERS
277 East Broad Street
Columbus, OH 43260

Minimum Earnable Salary
for 1 month credit

124 = \$721.44 per reporting month

125 = \$734.07

EMPLOYER NOTICE

OPERS Board of Trustees Certifies Local Rates

Min. for healthcare
eligibility = \$1000 per
reporting month.

→ will increase 1.75% each yr thru 2029.

WHO SHOULD READ THIS NOTICE

Finance directors, payroll and human resources professionals of OPERS employers.

SITUATION OVERVIEW

As required by Ohio retirement law, the OPERS Board of Trustees has certified employee and employer contribution rates for local division OPERS employers for the 2025 calendar year. **These rates remain unchanged** and will be in effect from Jan. 1, 2025 through Dec. 31, 2025 for all local division employers.

WHAT EMPLOYERS NEED TO DO

Ensure those processing retirement contributions have the accurate contribution rates. Below are the retirement contribution rates that will become effective for all pay periods ending on or after Jan. 1, 2025.

The 2025 **local division** contribution rates are:

	Employee	Employer
Local	10.00%	14.00%
Public Safety	12.00%	18.10%
Law Enforcement	13.00%	18.10%

The OPERS Board of Trustees previously certified employee and employer contribution rates for all state division employers for the biennium commencing July 1, 2023 through June 30, 2025. Below are the retirement contribution rates for all state division employers.

The contribution rates for all **state division employers** from **Jan. 1, 2025, through June 30, 2025** are:

	Employee	Employer
State	10.00%	14.00%
Public Safety	12.00%	18.10%
Law Enforcement	13.00%	18.10%

As a reminder: Salary must be reported when it is earned, not paid. This means each month you must report all pay periods ending in that month at the contribution rates that are in effect at that time – regardless of when the employee is paid.

OPERS Minimum for full retirement credit

	Monthly	Annual
2024	721.44	8,657.28
2025	734.07	8,808.78
2026	746.91	8,962.94
2027	759.98	9,119.79
2028	773.28	9,279.38
2029	786.81	9,441.77

*note that 2026-2029 are estimated based on their planned 1.75% annual increases

OPERS Minimum for healthcare credit

\$1,000 per month

REQUEST FOR COUNCIL ACTION

No. RCA 24-203-10/15

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director

Committee: Finance

DATE: October 1, 2024

SUBJECT: Resolution Accepting Amounts and Rates as Determined by the Budget Commission

SUMMARY AND BACKGROUND:

Annual requirement per Ohio Revised Code Section 5705.34 for City Council to accept 2025 amounts and rates as determined by the Medina County Budget Commission and to authorize the necessary tax levies and certify them to the county auditor.

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: The deadline to certify the rates to the county auditor is November 1, 2024.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



ANTHONY P. CAPRETTA

Medina County Auditor

144 North Broadway St. • Medina, Ohio 44256

Date: September 27, 2024

To: Township Fiscal Officers
Village Fiscal Officers/Clerks
City Finance Directors
Library Treasurers

From: Kristen Johnson, Tax Settlements *KJ*
Medina County Auditor's Office

Re: Resolution Accepting Amounts & Rates

Attached please find your copies of the:

1. Extension Letter from the Ohio Department of Taxation
2. Resolution Accepting Amounts and Rates

The Extension Letter is for your audit next year. It indicates the reason for extending the dates for the Resolution Accepting Rates.

This Resolution must be approved and returned to our office by **November 1, 2024**.

If you have an additional levy, a replacement levy or a renewal levy with an increase on the ballot for November and it passes, you will be sent another Resolution Accepting Amounts and Rates after the election. The updated resolution must be approved and returned to our office by **November 29, 2024**.

If you have any questions, please call me at 330-725-9766 or email at kjohnson@ohmedinaco.org.
Thank you!



JOURNAL ENTRY

Date: JUL 24 2024

Medina County Budget Commission
Attn: Anthony P. Capretta, Medina County Auditor
144 North Broadway St., Room 301
Medina, Ohio 44256

Entry Number: 24-07-0197

Re: Approval of Extension for the Medina County Budget Commission to Complete its Work

The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on July 18, 2024, for an extension of time beyond the statutory date of September first to complete its work, as provided by Ohio Revised Code section 5705.27, finds that the extension of time is necessary and approves October 1, 2024, as the date within which such work shall be completed, pursuant to Ohio Revised Code section 5705.341 (last para.).

The Tax Commissioner also extends the October first deadline contained in Ohio Revised Code section 5705.34 for the political subdivision to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the political subdivision must authorize the tax levies to the auditor by November 2, 2024. The County Auditor must notify each political subdivision affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL

PATRICIA HARRIS
TAX COMMISSIONER

/s/ Patricia Harris

Patricia Harris
Tax Commissioner

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of MEDINA, MEDINA
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
20____, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2025
and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Auditor of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of MEDINA,
MEDINA County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund		\$1,703,000	2.10	
Police Pension		\$902,400	1.10	
Ambulance Fund	\$1,784,400			3.20
TOTAL	\$1,784,400	\$2,605,400	3.20	3.20

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years. ,20		
Current Expense Levy authorized by voters on for not to exceed _____ years. ,20		
Current Expense Levy authorized by voters on for not to exceed _____ years. ,20		
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years. ,20		
Recreation Fund: Levy authorized by voters on for not to exceed _____ years. ,20		
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2019 for not to exceed 5 years. RENEWAL	2.20	\$1,106,400
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2019 for not to exceed 5 years. INCREASE	1.00	\$678,000

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this

Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20 _____.

Attest:

President of Council

Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City

of _____ within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20 _____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR

(City Council)

Adopted _____, 20 _____

Clerk of Council

Filed _____, 20 _____

County Auditor

By _____
Deputy

OK RCA 24-204-10/15
Finance Only

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

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 9/19/2024


Department: MCRC

Amount: \$3,000.00

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

Account Number: 574-0356-53321 Line 2

Vendor: Heritage OP Aquatics - 001008

Department Head/Authorized Signature: 

Item/Description:

Increase to PO 24-821 for \$26,000.00

Need additional \$3,000 to replace Hot tub chemtrol sensor

Total needed \$29,000.

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

2024000821



Order Number: 2024000821

Print PO

ID: 2024000821
 DESCRIPTION: RB-AQUATICS CHEMICALS
 REQUISITION: 385-80C-322662
 REQUISITION DATE: 1/1/2024
 VERSION: 020024 HERITAGE POOL SUPPLY GROUP INC
 CREATION DATE: 1/19/2024
 ORDER DATE: 1/1/2024
 DEPARTMENT: MICRC
 BLANKET TYPE: RB
 BLANKET EXPIRATION DATE:

STATUS: Open
 CLOSED DATE:
 SHIP TO: (RECREATION CENTER) 855 WENMOUTH RD MEDINA, OHIO 44255
 HAS ATTACHMENTS:
 PENDING PAYMENT REQUESTS: \$0.00
 INVOICED AMOUNT: \$12,946.85
 ENCUMBRANCE BALANCE: \$7,131.14
 PAID AMOUNT: \$18,246.95
 TOTAL VALUE: \$26,078.80
 ORIGINAL PO AMOUNT: \$28,070.00

MORE INFORMATION

LINE NUMBER	LINE DESCRIPTION	ACCOUNT	LINE AMOUNT	ENCUMBRANCE BALANCE	STATUS	DEPARTMENT NAME	VERSION
1	RB-AQUATICS-CHEMICALS	574-0356-5312 (AQUATICS CHEMICALS)	\$32,700.00	\$5,701.81	Open	MICRC	HERITAGE POOL SUPPLY GROUP INC
2	RB-AQUATICS-MANNT OF EQUIP	574-0356-5312 (AQUATICS-MANNT EQUIPMENT)	\$28,070.00	\$7,131.14	Open	MICRC	HERITAGE POOL SUPPLY GROUP INC

Net Tot Summ \$2,100.00

REQUEST FOR COUNCIL ACTION

No. RCA 24-205-10/15

FROM: Andrew Dutton

Committee: Finance

DATE: 10/7/24

SUBJECT: Revocable Use Permit - Cheff

SUMMARY AND BACKGROUND:

Property at 1044 Sturbridge Drive, owned by Dominic and Gina Cheff, is located adjacent to City of Medina park property. In 2023, a 344 sq. ft. (14.2 ft. x 24.2 ft.) shed was constructed to the rear of the home. Initially, the shed appeared to be located on the 1044 Sturbridge Drive property, however, upon further examination, the rear portion of the shed was found to be located on City of Medina park property.

Relocating the shed completely on the 1044 Sturbridge Drive property would be difficult due to the size and location of the shed and the property's steep slope. Therefore, the property owners have requested that the City of Medina grant a revocable use permit to allow the shed to remain partially on city property.

A draft revocable use permit is attached including a survey showing the shed's location. The property owners have requested a modification of the revocable use permit language in the third paragraph to allow the permit to be transferred to subsequent property owners with approval from City Council. The Law Director has reviewed the request and has recommended against the change.

Estimated Cost: NA

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Andrew Dutton

From: Dominic Cheff <dcheff68@gmail.com>
Sent: Monday, September 9, 2024 5:16 PM
To: Andrew Dutton
Subject: Re: Shed on Park Property - Sipos

Dear Mr. Dutton,

Please know I am working on the request. My work has taken me out of town for business trips more than usual lately. I have been coordinating with my Neighbor, Skip Sipos to get the survey done to consolidate efforts since we are both in the same situation. The survey is being done by Cunningham and Associates and they will let us know when they are completed, it should be sometime this month.

I am also hopeful that the requested language change that Skip is presenting can be considered for the Revocable Use Permit. I do apologize for my misjudgement in where my shed is located.

Thank you for consideration and for working with me on this matter.

Once the survey is completed, I believe Skip and I plan to submit them at the same time to the City Council.

Best regards,
Dominic Cheff

Skip Sipos
1050 Sturbridge Drive
Medina, Ohio 44256

5 September 2024

Mr. Andrew Dutton, Community Development Director
City of Medina
132 North Elmwood Street
Medina, Ohio 44256

Dear Mr. Dutton:

This letter is sent in response to your email to me of August 27th of this year (copy attached). Please know I am planning on applying for the Revocable Use Permit outlined in your message.

I have ordered a site survey from Cunningham and Associates which I anticipate being completed sometime this month. Once completed, I will make formal application for the permit. Please let me know what permit application form I should use, if any, as part of the submission.

I respectfully request, however, a minor edit to the draft permit language you provided. I offer the following to be inserted after the second sentence in the third paragraph:
“...unless Medina City Council authorizes any subsequent property owner to have this permit be transferred to them under the same terms and conditions.”

I believe this requested language change to be reasonable and fair, given the circumstances. As I have shared with others, nothing nefarious was done in erecting the shed in question. A permit was pulled and I relied on a property pin located in the spillway that leads to the watershed area. That pin was obvious and there when I purchased the property.

I apologize for the disruption all of this has caused and appreciate the city's willingness to work with me on this. Thanks in advance for your input on my suggested edit. Email communication is fine.

Best regards,

Skip Sipos

SS/
attachment
file

REVOCABLE USE PERMIT

Permission is hereby granted to **James A. Sipos ("Permittee")** to use or occupy the framed shed located on City park property known as City Lot No. 5720, Permanent Parcel No. 028-19D-14-024, located adjacent to Mr. Sipos's property at 1050 Sturbridge Drive, Medina, Ohio. The framed building is owned by the Permittees and is located on City-owned park property. The area of encroachment is shown on the property sketch attached hereto and incorporated herein as "Exhibit A." Permission is not granted for any other use or structures on City-owned property.

The granting of this permit shall not be construed as an abridgement or waiver of any rights which the City of Medina has in exercising its jurisdictional powers and this permit shall be binding upon the City of Medina and the Permittee, his heirs, successors, and assigns.

The City of Medina, for any reason and at any time, may order the removal of the encroachment that is the subject of this use permit. If for any reason the City of Medina or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation, or repair of the encroachment, it shall be promptly undertaken at the sole expense of Mr. Sipos. The parties agree that the framed building shall be removed at the property owner's expense upon any sale or transfer of the property known as Permanent Parcel No. 028-19D-10-286. Failure on the part of the Permittee to conform to the provisions of this permit shall be cause for suspension, revocation, or annulment of this permit, as the City of Medina deems necessary, and the City may remove the encroachment at the Permittee's sole expense. The Permittee shall indemnify and hold the City of Medina harmless from any and all liability, loss, claim, suit, and damage which the City of Medina may incur on account of death or injury to any person, and for damage to or loss of property of the City of Medina, arising out of or resulting from the presence or existence of the encroachment in the encroachment area. Permittee shall not be responsible to indemnify and hold the City of Medina harmless from liability caused by the City of Medina's (and its employees and agents') own negligence or intentional tortuous conduct.

Requested
Language
Inserted
Here

No alterations may be made to the encroachment except that the Permittee may perform such routine maintenance as is required to keep the encroachment in good condition. If the encroachment is removed or destroyed, no new facility shall be permitted to encroach on the City park without the express, written consent of the City of Medina. The encroachment for which this permit is issued shall be subject to all permits required by the City of Medina. A site plan of the intended encroachment is attached to and incorporated into this permit as "Exhibit A."

Any requests relative to these encroachments shall be made in writing to the following:

Law Director
City of Medina
132 North Elmwood Avenue
P.O. Box 703
Medina, Ohio 44258

Dated at Medina, Ohio _____ day of _____, 2024

CITY OF MEDINA

DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, City of Medina, by **Dennis Hanwell**, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal at this _____ day of _____, 2024, at Medina, Ohio.

NOTARY PUBLIC

Accepted this _____ day of _____, 2024

DOMINIC P. CHEFF III, Property Owner

GINA A. CHEFF, Property Owner

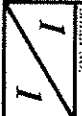
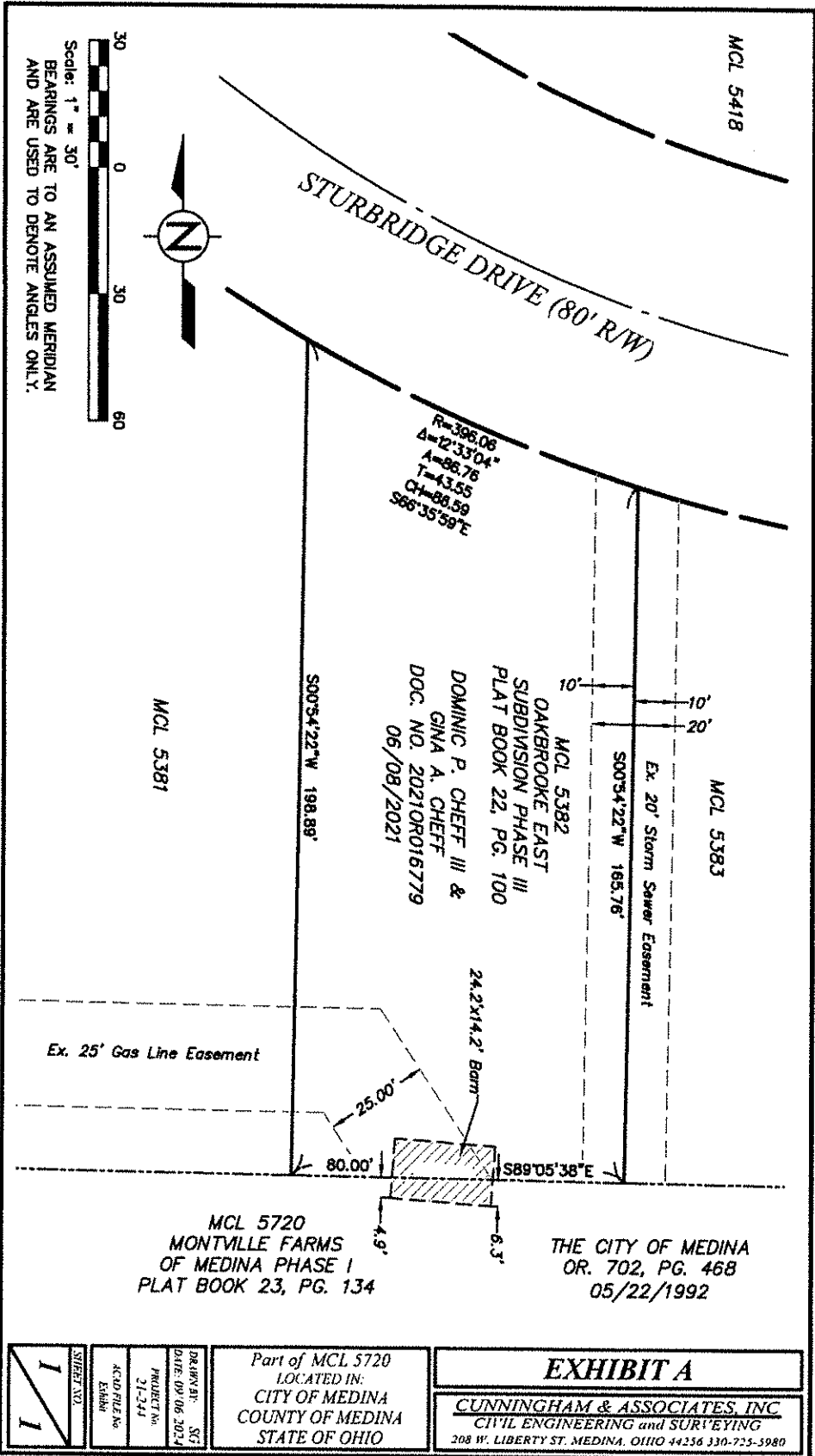
STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, **Dominic P. Cheff III and Gina A. Cheff**, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal at this _____ day of _____, 2024, at Medina, Ohio.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 Elmwood Avenue
P.O. Box 703
Medina, OH 44258
(330)722-9070



SHEET NO.
 1

ACAD FILE NO.
 21-344

PROJECT NO.
 21-344

DATE: 09/06/2024

DESIGNER: SJ

Part of MCL 5720
 LOCATED IN:
 CITY OF MEDINA
 COUNTY OF MEDINA
 STATE OF OHIO

EXHIBIT A

CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERING and SURVEYING
 208 W. LIBERTY ST. MEDINA, OHIO 44256 330-725-5980

REQUEST FOR COUNCIL ACTION

No. RCA 24-206-10/15

FROM: Andrew Dutton

Committee: Finance

DATE: 10/7/24

SUBJECT: Revocable Use Permit - Sipos

SUMMARY AND BACKGROUND:

Property at 1050 Sturbridge Drive, owned by James Sipos, is located adjacent to City of Medina park property. In 2022, a 147 sq. ft. (10.3 ft. x 14.3 ft.) shed was constructed to the rear of the home. Initially, the shed appeared to be located on the 1050 Sturbridge Drive property, however, upon further examination, the rear portion of the shed was found to be located on City of Medina park property.

Relocating the shed completely on the 1050 Sturbridge Drive property would be difficult due to the location of the shed and the property's steep slope. Therefore, the property owner has requested that the City of Medina grant a revocable use permit to allow the shed to remain partially on city property.

A draft revocable use permit is attached including a survey showing the shed's location. The property owner has requested a modification of the revocable use permit language in the third paragraph to allow the permit to be transferred to subsequent property owners with approval from City Council. The Law Director has reviewed the request and has recommended against the change.

Estimated Cost: NA

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Skip Sipos
1050 Sturbridge Drive
Medina, Ohio 44256

5 September 2024

Mr. Andrew Dutton, Community Development Director
City of Medina
132 North Elmwood Street
Medina, Ohio 44256

Dear Mr. Dutton:

This letter is sent in response to your email to me of August 27th of this year (copy attached). Please know I am planning on applying for the Revocable Use Permit outlined in your message.

I have ordered a site survey from Cunningham and Associates which I anticipate being completed sometime this month. Once completed, I will make formal application for the permit. Please let me know what permit application form I should use, if any, as part of the submission.

I respectfully request, however, a minor edit to the draft permit language you provided. I offer the following to be inserted after the second sentence in the third paragraph:
“...unless Medina City Council authorizes any subsequent property owner to have this permit be transferred to them under the same terms and conditions.”

I believe this requested language change to be reasonable and fair, given the circumstances. As I have shared with others, nothing nefarious was done in erecting the shed in question. A permit was pulled and I relied on a property pin located in the spillway that leads to the watershed area. That pin was obvious and there when I purchased the property.

I apologize for the disruption all of this has caused and appreciate the city's willingness to work with me on this. Thanks in advance for your input on my suggested edit. Email communication is fine.

Best regards,

Skip Sipos

SS/
attachment
file

REVOCABLE USE PERMIT

Permission is hereby granted to **James A. Sipos ("Permittee")** to use or occupy the framed shed located on City park property known as City Lot No. 5720, Permanent Parcel No. 028-19D-14-024, located adjacent to Mr. Sipos's property at 1050 Sturbridge Drive, Medina, Ohio. The framed building is owned by the Permittees and is located on City-owned park property. The area of encroachment is shown on the property sketch attached hereto and incorporated herein as "Exhibit A." Permission is not granted for any other use or structures on City-owned property.

The granting of this permit shall not be construed as an abridgement or waiver of any rights which the City of Medina has in exercising its jurisdictional powers and this permit shall be binding upon the City of Medina and the Permittee, his heirs, successors, and assigns.

The City of Medina, for any reason and at any time, may order the removal of the encroachment that is the subject of this use permit. If for any reason the City of Medina or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation, or repair of the encroachment, it shall be promptly undertaken at the sole expense of Mr. Sipos. The parties agree that the framed building shall be removed at the property owner's expense upon any sale or transfer of the property known as Permanent Parcel No. 028-19D-10-286. Failure on the part of the Permittee to conform to the provisions of this permit shall be cause for suspension, revocation, or annulment of this permit, as the City of Medina deems necessary, and the City may remove the encroachment at the Permittee's sole expense. The Permittee shall indemnify and hold the City of Medina harmless from any and all liability, loss, claim, suit, and damage which the City of Medina may incur on account of death or injury to any person, and for damage to or loss of property of the City of Medina, arising out of or resulting from the presence or existence of the encroachment in the encroachment area. Permittee shall not be responsible to indemnify and hold the City of Medina harmless from liability caused by the City of Medina's (and its employees and agents') own negligence or intentional tortuous conduct.

Requested
Language
Inserted
Here

No alterations may be made to the encroachment except that the Permittee may perform such routine maintenance as is required to keep the encroachment in good condition. If the encroachment is removed or destroyed, no new facility shall be permitted to encroach on the City park without the express, written consent of the City of Medina. The encroachment for which this permit is issued shall be subject to all permits required by the City of Medina. A site plan of the intended encroachment is attached to and incorporated into this permit as "Exhibit A."

Any requests relative to these encroachments shall be made in writing to the following:

Law Director
City of Medina
132 North Elmwood Avenue
P.O. Box 703
Medina, Ohio 44258

Dated at Medina, Ohio _____ day of _____, 2024

CITY OF MEDINA

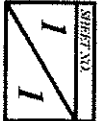
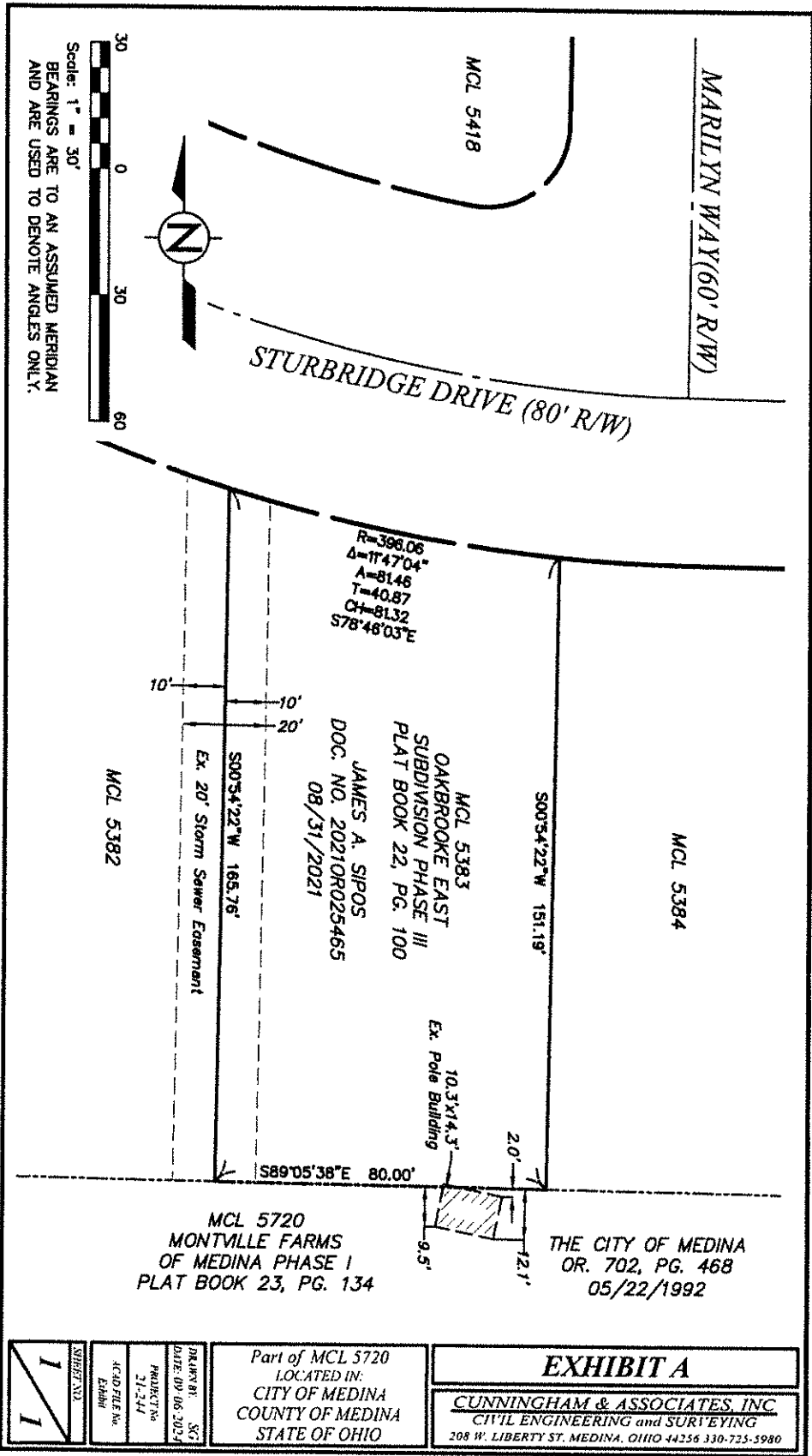
DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, City of Medina, by **Dennis Hanwell**, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal at this _____ day of _____, 2024, at Medina, Ohio.

NOTARY PUBLIC



SHEET NO. 11
 DATE: 09/06/2024
 PROJECT NO. 21-244
 JC: JD FILE NO. Exhibit

Part of MCL 5720
 LOCATED IN:
 CITY OF MEDINA
 COUNTY OF MEDINA
 STATE OF OHIO

EXHIBIT A
CUNNINGHAM & ASSOCIATES, INC
 CIVIL ENGINEERING and SURVEYING
 208 W. LIBERTY ST. MEDINA, OHIO 44256 330-725-5980

OK
D Hanwell
10-7-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-207-10/15

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: October 7, 2024

SUBJECT: Medical Mutual Contingent Premium Credit

SUMMARY AND BACKGROUND:

The City has received a \$146,337.26 credit from Medical Mutual (MMO) for a 2023 contingent premium refund. The amount was calculated by comparing the billed premium against total incurred claims and retention. If the total incurred claims/retention is less than the billed premium, the group receives a credit of the difference between the discounted premium and the billed premium (see attached email). This credit is based on 2023 group claims and not on individuals or tiers. The City's broker, OneDigital said it's very unusual for a group to receive this money, and a tremendous achievement. We are proud of our employees for their continued commitment to wellness – without them, there would be no credit.

We reached out to One Digital and MMO for advice on what other entities have done with this type of credit (see attached email). Some entities have used half the money to give employees a "premium holiday," and lower their biweekly premiums over the course of several paychecks. To be fair, they recommend giving all employees the same reward rather than basing it on type of coverage. And only employees who had healthcare in 2023 should receive the reward, since that was the claims period used to calculate the credit. This would be 110 employees.

Half the credit equals \$73,168.63. Giving \$665 to each of the 110 employees equals \$73,150. We would like to reduce employee premium deductions by \$66.50 over the next 10 paychecks. We cannot give a credit larger than the lowest biweekly premium of \$75.12 since this is a pretax deduction.

After subtracting the employee credits, \$73,187.26 is remaining. We would like to use this credit amount to pay the City's portion of the MMO premium. This credit will be exhausted by the end of year.

We respectfully request that Council approve a \$66.50 premium holiday/reduction over 10 paychecks starting on 11/1/24 for the 110 employees who had MMO coverage in 2023. And to put the other \$73,187.26 credit towards the City's portion of the MMO monthly premium.

Estimated Cost: -0-

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: To start applying the credit to employee paychecks as soon as possible, which will be 11/1/24.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Elizabeth Brown

From: Chris Ronnebaum <chris.ronnebaum@onedigital.com>
Sent: Monday, August 26, 2024 3:59 PM
To: Elizabeth Brown; Brandi Gingras
Subject: RE: City of Medina census

Hi Elizabeth!

I hope you are doing well! Of course the heat would find a way back after that nice, long respite!
Anyhow, thank you for providing the census. We'll review and let you know if we need anything further. Since I have you, could you please remind me what lines you have through Colonial? Regardless, we can start looking at alternatives!

And, as for the continent premium settlement, according to MMO this calculation is based by putting the Billed Premium up against the Total Incurred Claims and Retention. If the Total Incurred Claims and Retention is less than the Billed Premium the group will receive a refund of the difference between the Discounted Premium and the Billed Premium being the maximum refund allowed.

So, you guys had a Billed Premium of \$2,926,762.36 and a Discounted Premium of \$2,780,425.10, which resulted in a settlement of \$146,227.26. All this fancy math to let you know that the settlement is based on group claims and not based on individual(s) or tiers!

And, it should be noted that the settlement involves claims data from 2023.

Finally, does MMO break down your billing by department? If not, which I wouldn't suspect they do, it will be hard for us to divvy up the settlement by department. However, we could try to go back and see who was on the plan during the reporting cycle used to calculate the settlement. That might give you some sense of how to divide it up amongst the departments if that is what you are hoping to achieve.

I did reach out to MMO to ask if they know of any effective ways to distribute the settlement since they've likely seen it more frequently than we have...very unusual for a group to receive a settlement! You guys should be proud!

Anyhow, please let us know what we can do to help. I'll let you know what I hear from MMO.

For now, this is all the information I have to pass along!

Have a great week!

Take care,

Chris



Chris Ronnebaum, JD, REBC
Benefits Consultant, OneDigital
O: 330-591-4557 | Medina, OH

Upcoming Office Closure: Monday, September 2nd in Observance of Labor Day

From: Elizabeth Brown <EBrown@medinaoh.org>
Sent: Monday, August 26, 2024 12:19 PM
To: Chris Ronnebaum <chris.ronnebaum@onedigital.com>; Brandi Gingras <brandi.gingras@onedigital.com>
Subject: City of Medina census

Hi Chris and Brandi,

Elizabeth Brown

From: Chris Ronnebaum <chris.ronnebaum@onedigital.com>
Sent: Tuesday, August 27, 2024 10:22 AM
To: Elizabeth Brown; Brandi Gingras
Subject: RE: City of Medina census

Hi Elizabeth!

All very good to know and we can certainly get to work on this for you!

I did hear from MMO and they are recommending a premium holiday for employees. Specifically, here is what they came back with:

Hi Chris, you definitely want to do a premium holiday of some sort so that you can do it on a pretax basis. Otherwise, you'll have to show it as income on their W2's. As for how much for each person or if you do it by tier etc. You may want to talk to their accountant.

I've seen some groups keep $\frac{1}{2}$ and then split the other $\frac{1}{2}$ down the middle for the participants to keep it fair. That way everyone gets the same reward. So for instance, if it's 60,000 The City keeps 30,000 and then they take the other 30,000 and split the difference by the number of employees enrolled. They can give them that amount off their medical premium for one month ($125 \text{ employees} \times \$240 = \$30,000$ pretax) if it's more than the one month premium talk to the accountant see if it can roll over to the next month until its used. I would only calculate it off the employees, not families so it's fair for everyone. That way no one gets more than someone else.

If you need anything else from us then please let us know! We are here to help!
And, yes, very exciting that you folks achieved this settlement on the contingent premium!
Take care,
Chris



Chris Ronnebaum, JD, REBC
Benefits Consultant, OneDigital
O: 330-591-4557 | Medina, OH

Upcoming Office Closure: Monday, September 2nd in Observance of Labor Day

From: Elizabeth Brown <EBrown@medinaoh.org>
Sent: Tuesday, August 27, 2024 10:04 AM
To: Chris Ronnebaum <chris.ronnebaum@onedigital.com>; Brandi Gingras <brandi.gingras@onedigital.com>
Subject: RE: City of Medina census

EXTERNAL EMAIL: Use caution when opening attachments, clicking links, or responding.

Hi Chris,

REQUEST FOR COUNCIL ACTION

*OK
Do Hammett
10-7-24*

NO. RCA 24-208-10/15

FROM: Patrick Patton

DATE: October 7, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Engineering Design Services for S. Huntington Street Bridge Replacement

The City of Medina submitted and was awarded grant funds through the Ohio Department of Transportation's Municipal Bridge Program for the replacement of the S. Huntington Street Bridge. The City was awarded a matching grant to fund 95% of the cost of the project, up to a maximum of \$1,739,500.

We have conducted qualifications based selection process to select for the design consultant. This selection process is now complete. We have determined that Euthenics, Inc. is the most qualified consultant for this work. This requests asks for Council to authorize an agreement to Euthenics, Inc. in the amount of \$311,249 for this work. Attached please find the agreement from Euthenics for this work.

Thank you for your consideration.

ESTIMATED COST: \$311,249.

SUGGESTED FUNDING: 108 0610 54411:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 0%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

~~The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.~~

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law The law applicable to this Agreement is the state of the Project location.

October 2017

October 5, 2024

Mr. Pat Patton, P.E.
City of Medina Engineer
132 N. Elmwood Avenue
Medina, Ohio 44256

RE: South Huntington Street Bridge Replacement Project (PID 120263)
Scope and Fee Proposal

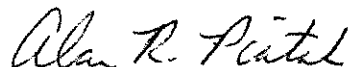
Dear Mr. Patton:

Euthenics is pleased to submit this scope and fee proposal for providing engineering services for the development of final construction plans for the above referenced project.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Medina on this project.

Please call if you have any questions or need additional information. We are ready to begin immediately upon your authorization to proceed.

Very Truly Yours,
EUTHENICS, INC.



Alan R. Piatak, P.E.
President

**SOUTH HUNTINGTON BRIDGE REPLACEMENT OVER CHAMPION CREEK
CITY OF MEDINA, OHIO**

SCOPE OF SERVICES

The project is to prepare contract plans and specifications for the replacement of the bridge carrying South Huntington Street over Champion Creek in the City of Medina, Medina County, Ohio. This written scope of services further defines the design team's scope in relation to the ODOT LPA Scope of Services on file for this project.

Upon notice to proceed, Euthenics will gather all existing data including plans, utilities, survey control, and right of way information. Contact will be made to OHIO811 (formerly OUPS). A utility spreadsheet will be developed listing ownership, address and contacts, and documenting all correspondence. Euthenics will prepare and send out Property Owner Notification Letters.

All survey will be by field methods. The field survey will include the following items:
Primary project control, benchmarks, and reference points; existing centerline & right-of-way including location of property pins and property lines; all planimetric and terrain topographic features such as plan view view features (guardrail, signs, etc.), DTM features needed for ground surface (ground and pavement elevations), overhead and underground utilities, and storm drainage pipes; bridge survey including deck and roadway over bridge, approach slabs, abutments and piers, and bottom of beam elevations; and stream cross-sections for hydraulics. The data obtained from this survey will be reduced to a graphic format AutoCAD Civil 3D basemap which will be used for final design. The survey will be performed in accordance with the latest version of ODOT's Survey and Mapping Specifications.

A hydraulic analysis will be performed to size the required waterway opening. An existing conditions model will be created to establish baseline flow conditions and a proposed conditions model will be created to verify the proposed bridge achieves a no rise condition. The bridge is not located within a FEMA Flood Zone. Creek profiles and cross sections used for hydraulic analysis will be obtained from field survey. USGS Streamstats will be used for hydrology and the existing and proposed condition models will be developed using HEC-RAS. A scour analysis using the FHWA Hydraulic Toolbox is included in this task.

The anticipated replacement bridge is a single-span prestressed concrete composite box beam bridge on stub abutments. The new bridge will be supported on shallow or deep foundations contingent on the recommendations of the Geotech Report. The intent is to replace the existing bridge with a new bridge that has a low chord set equal to or above the existing low chord such that the waterway opening is not reduced. This will ensure that hydraulic requirements are satisfied with the project. The proposed bridge will be designed in accordance with the latest AASHTO LRFD and ODOT Bridge Design Manual standards. An abbreviated Design Report will be submitted during preliminary design to document the selection of the proposed bridge and summarize why it was chosen over other structure types.

The remaining design services will be in accordance with the latest ODOT & AASHTO manuals. The proposed bridge width is estimated to be 40' wide. The anticipated work limits are approximately 100 feet south of the bridge to the intersection with West Smith north of the bridge. The horizontal and vertical alignments are expected to be maintained to the maximum extent practicable. The vertical alignment may be raised slightly to accommodate a deeper bridge deck compared to the existing wearing surface. Cross-sections will be developed to verify grading impacts and limits due to the widened bridge. New drive profiles, apron details, and guardrail assemblies will be designed with the project. Drainage will be analyzed with spread calculations and storm sewer analysis using ODOT's CDSS software to ensure that drainage design requirements are met. The roadway will be closed to traffic during construction.

**SOUTH HUNTINGTON BRIDGE REPLACEMENT OVER CHAMPION CREEK
CITY OF MEDINA, OHIO**

SCOPE OF SERVICES

Upon confirmation that the intended replacement structure satisfies the design standards and hydraulic requirements, staged plan submittals will be made following ODOT plan requirements. These services include Water Works Design and Sanitary Design as a result of the existing utilities being impacted by construction. Limited lighting work is anticipated and that work will consist of providing conduits and pull boxes for future lighting. A breakdown of the anticipated plan sheets are provided in the breakdown of the estimated manhours.

Plan submittals will be combined to help expedite the project schedule. We anticipate submitting a Preliminary Design Report which will include the H&H Report, Draft Geotechnical Report, Stage 1 Plans, and a Preliminary Engineer's Cost Estimate. Upon approval of this submission, a combined Stage 2/3 Plans will be developed and submitted. Once Stage 2/3 Plans are approved, a complete PS&E submittal will be made that will include all necessary items for plan filing with ODOT Central Office (Final Plans, Final Cost Estimate, Geotechnical Certification Letter, Right of Way Certification Letter, and Utility Note).

Proposed work is expected to extend outside of the existing right of way with permanent and temporary takes required. Euthenics will develop Preliminary and Final Right of Way plans including legal descriptions and closure calculations so that the City can acquire the proposed right of way necessary for the construction of this project.

Right of Way Acquisition services to obtain the necessary right of way for the project will be performed by ORC. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

Geotechnical Services will be provided by SME including a Geotechnical Report with foundation Recommendations. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

Environmental services to obtain environmental clearance for the project will be performed by Lawhon. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

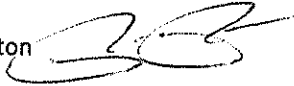
On-going services during construction are not included in the scope of services.

A detailed breakdown of the proposed work tasks, engineering fees and estimated manhours are enclosed.

REQUEST FOR COUNCIL ACTION

*OK
Ordinance
10-7-24*

NO. RCA 24-209-10/15

FROM: Patrick Patton 
DATE: October 7, 2024
SUBJECT: Amend Ordinance 163-24

COMMITTEE REFERRAL: Finance

This request asks Council to modify Ordinance No. 163-24 to authorize the Mayor to sign Statement of Work.

Ordinance No. 163-24 authorized an increase to the City's agreement with IamGIS to in order to obtain enhanced imagery for our GIS software. Specifically, IamGIS will provide enhanced background satellite imagery (Eagle View). That ordinance did not however authorize the Mayor to sign the Statement of Work.

Thank you for your consideration.

ESTIMATED COST: \$2,750 (previously authorized)

SUGGESTED FUNDING:

Sufficient Funds in Account Number: 108-0610-54411

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ORDINANCE NO. 163-24

AN ORDINANCE AMENDING ORDINANCE NO. 95-23, PASSED MAY 22, 2023, RELATIVE TO THE AGREEMENT WITH IamGIS FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES.

WHEREAS: Ordinance No. 95-23, passed May 22, 2023, authorized an Agreement with IamGIS to provide Geographic Information Services for the City; and

WHEREAS: We are asking that the original agreement be amended by increasing the estimated amount by \$2,750.00, from \$42,000.00 to \$44,750.00.

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

SEC. 1: That estimated amount in Ordinance 95-23, passed May 22, 2023 is hereby amended from \$42,000.00 to \$44,750 for the Agreement with IamGIS.

SEC. 2: That the funds to cover this increase, in the amount of \$2,750.00 are available in Account No. 108-0610-54411.

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: September 9, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 10, 2024

SIGNED: Dennis Hanwell
Mayor

Form of Statement of Work Schedule

This Statement of Work ("Statement of Work"), adopts and incorporates by reference the terms and conditions of the Customer Agreement ("Agreement"), which was previously entered into between the Parties iamGIS Group, LLC ("iamGIS") and City of Medina, OH Water Dept. ("Customer"), as it may be amended from time to time. This Statement of Work is effective beginning on 8/1/2024 ("SOW Effective Date") and will remain in effect until 5/31/2026 ("Expiration Date"), unless earlier terminated in accordance with the Agreement. Transactions performed under this Statement of Work will be conducted in accordance with and be subject to the terms and conditions of this Statement of Work and the Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

1. Deliverables:

- Enhanced background satellite imagery (EagleView)
- Update and provide Support for Customer's iamGIS basemap with Enhanced Imagery layer

2. Pricing. All costs listed below are based on the scope and assumptions included in this Statement of Work.

- Prorated amount for 8/1/2024 – 5/31/2025 (10 months) = \$1,250 – Invoiced
- Annual amount for 6/1/2025 – 5/31/2026 (12 months) = \$1,500 – Invoiced 6/1/2025 with iamGIS Software Services bill

Item	Price	Billing Terms
Enhanced Imagery	\$1,500/year	On the effective date, iamGIS will invoice Customer in full for the annual Software Services fees, and on an annual basis thereafter, according to the terms outlined in the Agreement.
Total:	\$1,250 (invoiced) \$1,500 (invoiced 6/1/2025)	

3. Other Statement of Work-specific Terms and Conditions.

Customer invoiced along with contract

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.

iamGIS:

iamGIS Group, LLC

Customer:

City of Medina, OH Water Dept.

Name:

Title:

Date:

Name:

Title:

Date:

REQUEST FOR COUNCIL ACTION

*OK
Do Hammes
10-7-24*

NO. RCA 24-210-10/15

FROM: Patrick Patton

DATE: October 7, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Sanitary Sewer Easement from the Legacy Hotel of Medina

In order to construct the Legacy Hotel on S. Court Street, the existing sanitary sewer will have to be relocated by the developer. The property owner (Legacy Hotel of Medina LLC) is required to provide an easement over the new sewer location.

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

ESTIMATED COST: \$1

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Sanitary Sewer Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE and 00/100) Dollar (\$1.00) and other good and valuable consideration recited herein given to LEGACY HOTEL OF MEDINA LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sanitary sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SANITARY SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Said easement is granted upon parcel number: 028-19A-21-402

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

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

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

1. Grantee shall observe, maintain, repair, or replace the proposed sanitary sewer and appurtenances if any maintenance issues arise. Grantee will be responsible for all excavation and backfill associated with any such maintenance activities but all surface restoration will be the responsibility of the Grantor.
2. Grantee will for its successors and assigns agrees that it will use its best efforts to have any future maintenance of the proposed sanitary sewer main and appurtenances undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way without written consent from the City of Medina; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Grantor shall complete the installation and testing of the proposed sanitary sewer and appurtenances in accordance with the plans and/or specifications approved by the City of Medina and Board of County Commissioners of Medina County, Ohio.
3. Authorize the City of Medina and the Board of County Commissioners of Medina County, Ohio and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 257 S. Court Street.; Permanent Parcel No. 028-19A-21-402, part of Medina City Lot 9423 with the necessary equipment to observe, maintain, repair and or replace the proposed sanitary sewer and appurtenances. The Grantee will complete all

excavation and backfilling necessary to observe, maintain, repair or replace the sanitary sewer and appurtenances.

4. Release the City of Medina and the Board of County Commissioners of Medina County, Ohio, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason for the observaton, maintenance, repair or replacement of the sanitary sewer main and appurtenances at the property designated as 257 S. Court Street; Permanent Parcel No. 028-19A-21-402, part of Medina City Lot 9423.
5. Grantor shall replace any existing surface treatment, pavement, patio pavers, lawn, landscaping, shrubbery, or other improvements which may be damaged as a result of future maintenance, repair, or replacement of the sanitary sewer and appurtenances by the Grantee.
6. Grantor will secure and protect all permanent structures associated with the sanitary sewer in the easement area.
7. Grantor will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

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

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



Cunningham & Associates, Inc.

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

EXHIBIT A

Legal Description for Varied Width Sanitary Easement
Project No. 22-137
July 25, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of said MCL 9423, also being a point on the Western Right-of-Way of South Court Street, having a 66-foot Right-of-Way;

Thence along the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 114.87 feet to a point thereon and the TRUE PLACE OF BEGINNING of the Easement Area herein described;

Thence at a right angle and perpendicular to the Northern line of said MCL 9423, bearing South 00°03'54" West, a distance of 10.35 feet to a point;

Thence at a right angle and parallel to a portion of the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 41.71 feet to a point;

Thence, bearing South 04°57'40" West, a distance of 125.76 feet to a point on the Southern line of aforesaid MCL 9423;

Thence along the Southern line of said MCL 9423, bearing North 89°40'53" West, a distance of 20.07 feet to a point thereon;

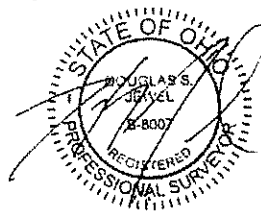
Thence, bearing North 04°57'40" East, a distance of 135.57 feet to a point on the Northern line of said MCL 9423;

Thence along the Northern line of said MCL 9423 bearing, North 89°05'15" East, a distance of 28.17 feet to an angle point therein;

Thence continuing along the Northern line of said MCL 9423, bearing South 89°56'06" East, a distance of 32.78 feet to a point thereon and the TRUE PLACE OF BEGINNING containing 0.0721 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in July 2024.

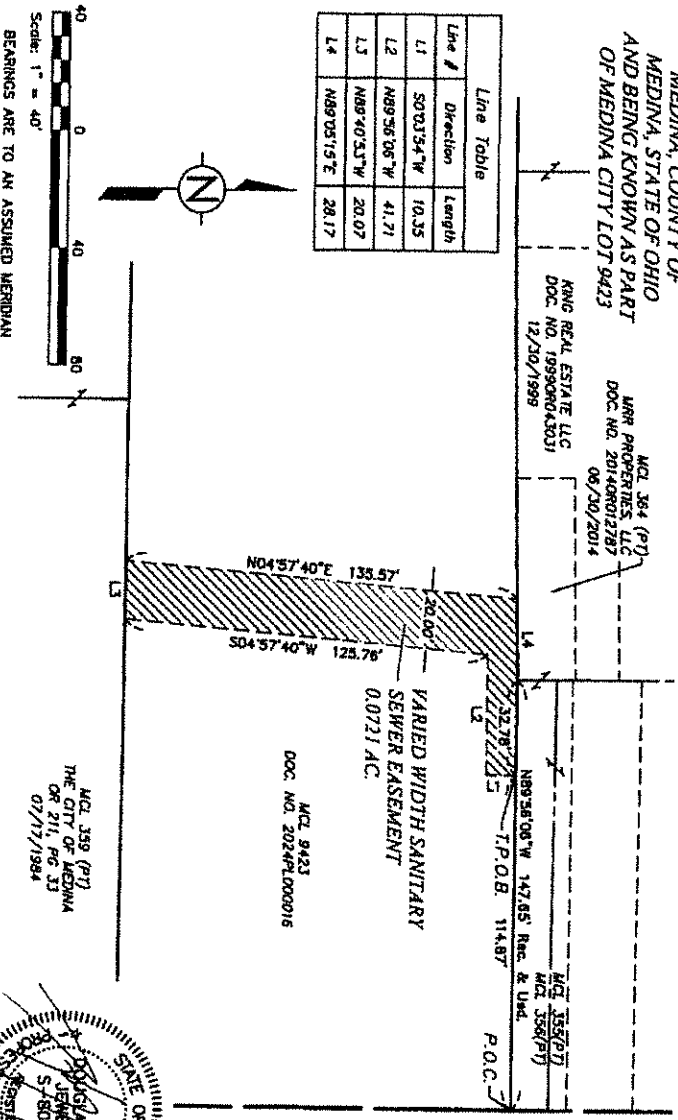


SITUATED IN THE CITY OF
 MEDINA, COUNTY OF OHIO
 AND BEING KNOWN AS PART
 OF MEDINA CITY LOT 9423

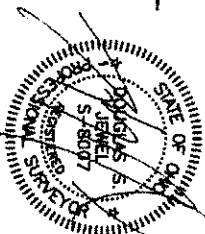
MCL 364 (P1)
 MRR PROPERTIES, LLC
 DOC. NO. 201408012787
 08/20/2014

MCL 185(P1)
 MCL 356(P1)

Line #	Direction	Length
L1	S03°54'W	10.35
L2	N89°56'06"W	41.71
L3	N89°40'53"W	20.07
L4	N89°05'19"E	28.17



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



SOUTH COURT STREET (66' R/W)

	Part of MCL 9423 LOCATED IN: CITY OF MEDINA COUNTY OF MEDINA STATE OF OHIO	EXHIBIT B CUNNINGHAM & ASSOCIATES, INC. CIVIL ENGINEERING and SURVEYING 201 W. LIBERTY ST. MEDINA, OHIO 44136 330-723-3900
	PREPARED BY: JC DATE: 01/25/24 PROJECT NO.: 23-417 APPROVED BY: [Signature] LICENSE NO.: 15807	

REQUEST FOR COUNCIL ACTION

*PK
DH
Hamred
10-7-24*

NO. RCA 24-211-10/15

FROM: Patrick Patton

DATE: October 7, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Wheeling & Lake Erie Railroad Preliminary Engineering Agreement: Prospect Street Bridge

The City's upcoming Prospect Street Bridge project abuts the Wheeling and Lake Erie Railway. In addition, this project will inot only install new pavement within the railroad right of way, but also install water line and storm sewer beneath the crossing.

In order to secure a permit from the railroad to allow us to make these improvements, the railroad will need to review and approve our plans. They are requiring the City to enter into a preliminary engineering agreement with them to compensate them for their review time and for any engineering or design they may have to complete.

Thank you for your consideration.

ESTIMATED COST: \$12,000

SUGGESTED FUNDING:

Sufficient Funds in Account Number: 108-0610-54411

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

WLE _____ Subdivision Mile Post _____

Agreement No. _____

PRELIMINARY ENGINEERING AGREEMENT

This Engineering Agreement (“**Agreement**”) is made as of _____, 2024 by and between **Wheeling & Lake Erie Railway Company**, a Delaware corporation with its principal place of business in Ohio (“**RAILROAD**”), and the **CITY OF MEDINA, OHIO**, (“**CITY**”)

EXPLANATORY STATEMENT

1. The CITY wishes to facilitate the development of plans for the replacement of the City’s Prospect Street Bridge (MED-MR262-0.29 (Prospect Bridge) adjacent to the RAILROAD’s _____ Subdivision tracks at Mile Post _____, in the City of Medina in Medina County, OH. (the “**Project**”).
2. Removal and replacement of the existing water and storm sewer lines crossing below the railroad crossing structure is proposed at Mile Post _____, and the CITY has requested that RAILROAD proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of RAILROAD, which approval may not be unreasonably withheld, the Project is to be constructed, if at all, at no cost to RAILROAD, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1 Generally. The work to be done by RAILROAD under this Agreement shall consist of: (1) the preparation or review and approval of engineering and design plans, specifications, drawings and other documents pertaining to the Project, (2) the preparation of cost estimates for RAILROAD’s work in connection with the Project, and (3) the review of construction cost estimates, site surveys, assessments, studies and related construction documents submitted to RAILROAD by the CITY for the Project (“**Engineering Work**”). Engineering Work may also include: (1) office reviews, (2) field reviews, (3) attendance at hearings and meetings, and (4) preparation of correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige RAILROAD to perform work which, in RAILROAD’s opinion, is not relevant to RAILROAD’s participation in the Project.
- 1.2 Effect of RAILROAD Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), RAILROAD signifies only that the Plans and improvements constructed in accordance with the Plans satisfy RAILROAD’s requirements.

RAILROAD expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the CITY, or any other purpose of such Plans or improvements constructed in accordance with the Plans.

2. Reimbursement of RAILROAD Expenses.

2.1 Reimbursable Expenses. The CITY shall reimburse RAILROAD for all costs and expenses incurred by RAILROAD in connection with the Engineering Work, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to consultants and subcontractors by RAILROAD and (6) RAILROAD labor, together with RAILROAD labor overhead percentages established by RAILROAD pursuant to applicable law, (collectively, "**Reimbursable Expenses**").

2.2 Estimate. RAILROAD has estimated the total Reimbursable Expenses for the Project to be approximately **\$12,000.00** (the "**Estimate**" as amended or revised). As per 23 CFR 646.216 (d) (vi), RAILROAD shall submit an itemized estimate for approval by the CITY prior to beginning work. In the event RAILROAD anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide the CITY with the revised Estimate of total Reimbursable Expenses for the CITY's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. RAILROAD may elect, by delivery of notice to the CITY, to immediately cease all further Engineering Work, unless and until CITY provides such approval and confirmation.

2.3 Federal Reimbursement. Any federal reimbursement to the CITY for railroad work performed on projects undertaken pursuant to the provisions of 23 CFR part 646, subpart B, shall be made in accordance with 23 CFR part 140, subpart I, as applicable.

2.4 Payment Terms

2.4.1 The CITY shall pay RAILROAD for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A (the "**Payment Schedule**," as revised from time to time pursuant to Section 2.2). RAILROAD agrees to submit invoices to the CITY for Reimbursable Expenses. The CITY shall remit payment to RAILROAD within thirty (30) days following delivery to the CITY of such proper invoice or, if later, the payment date (if any) set forth in the Payment Schedule.

2.4.2 Following completion of all Engineering Work, RAILROAD shall submit to the CITY a final invoice that reconciles the total Reimbursable Expenses incurred by RAILROAD against the total payments received from the CITY. The CITY shall pay to RAILROAD the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to CITY of the final invoice.

2.4.3 In the event that the CITY fails to pay RAILROAD any sums due RAILROAD under this Agreement: (i) the CITY shall pay RAILROAD interest as permitted by applicable law on the delinquent amount until paid in full; and (ii) RAILROAD may elect, by delivery of notice to CITY: (A) to immediately cease all further work on the Project, unless and until the CITY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 2.4.4 All invoices from RAILROAD shall be delivered to the CITY in accordance with Section 6 of this Agreement. All payments by the CITY to RAILROAD shall be made by CITY issued warrant check and mailed to the following address or such other address as designated by RAILROAD's notice to CITY:

Wheeling & Lake Erie Railway Company
100 East First Street
Brewster, Ohio 44613

3. Appropriations. The CITY represents to RAILROAD that: (i) the CITY has obtained appropriations sufficient to reimburse RAILROAD for the Reimbursable Expenses encompassed by the initial Estimate; (ii) the CITY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by the CITY; and (iii) the CITY shall promptly notify RAILROAD in the event that the CITY is unable to obtain such additional appropriations. It is agreed and understood by all parties that the obligations described in this agreement are subject to Section 126.07 of the Ohio Revised Code.
4. Termination.
- 4.1 By the CITY. The CITY may terminate this Agreement, for any reason, by delivery of notice to RAILROAD. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to RAILROAD or such later date designated by the notice.
- 4.2 By RAILROAD. RAILROAD may terminate this Agreement as provided pursuant to Section 2.4.3.
- 4.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Engineering Work. Accordingly, they agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and safely suspend the Engineering Work. The CITY shall reimburse RAILROAD pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RAILROAD to discontinue the Engineering Work and all other costs of RAILROAD incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce the CITY's obligation to pay RAILROAD for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RAILROAD's only remaining obligation to the CITY shall be to refund to the CITY payments made to RAILROAD in excess of Reimbursable Expenses in accordance with Section 2.
5. Subcontracts. RAILROAD shall be permitted to engage consultants and subcontractors to perform all or any portion of the Engineering Work.
6. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RAILROAD: Wheeling & Lake Erie Railway Company
100 East First Street
Brewster, OH. 44613
Attention: Jeffrey A. Davis, Jr.
Manager of Real Estate

If to the CITY: Ohio Department of Transportation
1980 W. Broad Street
Columbus, OH. 43223
Attn: Patrick Patton, City Engineer

7. Project Construction. Nothing contained in this Agreement shall be deemed to constitute RAILROAD's approval of or consent to the construction of the Project.
8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. RAILROAD may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. RAILROAD shall consult with the CITY prior to assignment. Upon assignment of this Agreement by RAILROAD and the assumption by RAILROAD's assignee of RAILROAD's obligations under this Agreement, RAILROAD shall have no further obligations under this Agreement. The CITY shall not assign its rights or obligations under this Agreement without RAILROAD's prior written consent, which consent may be withheld for any reason.
11. Termination by Operation of Law. If engineering efforts covered under said agreement are not complete by June 30, 2019, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2019, and ending no later than June 30, 2021; until such time as engineering efforts covered under said agreement are complete. Said renewal is conditioned upon the CITY determining future appropriations will permit the CITY to renew said obligations.
12. Record Keeping Requirements. The RAILROAD shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. During the period covered by this contract and until the expiration of three years after final payment under this contract, the RAILROAD agrees to provide CITY, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the RAILROAD involving transactions related to this contract.
13. Conflicts of Interest

13.1 No personnel of RAILROAD who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

13.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to CITY in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless CITY shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

14. Equal Employment Opportunity

14.1 In carrying out this contract, the RAILROAD shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The RAILROAD will ensure that applicants who are hired to perform the Engineering Work and that employees performing the Engineering Work are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

14.2 The RAILROAD agrees that while it is performing the Engineering Work it will post on the internet notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the RAILROAD for the Engineering Work, the RAILROAD will CITY that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

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

15. Antitrust. CITY and the RAILROAD recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by CITY. As consideration for the award of the contract, and intending to be legally bound, the RAILROAD assigns to CITY all right, title and interest, to all claims and causes of action the RAILROAD now has or may acquire under CITY or federal antitrust laws PROVIDED that the claims or causes of action relate to the goods or services that are acquired and used for purposes of the Engineering Work and are Reimbursable Expenses, and EXCEPT as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to CITY. Additionally, RAILROAD warrants that any overcharges resulting from antitrust violations by RAILROAD's first tier suppliers and subcontractors shall not be knowingly passed on to CITY.

16. Compliance with Law. The RAILROAD agrees to comply with all applicable federal, CITY, and local laws in the conduct of the work hereunder. RAILROAD accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD in the performance of the work authorized by this contract. CITY is exempt from federal excise taxes and all CITY and local taxes, unless otherwise provided herein. CITY does not agree to pay any taxes on commodities, goods, or services acquired from any RAILROAD.
17. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate CITY agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the CITY of Ohio or, in the event that federal funds are used, until such time that CITY gives the RAILROAD written notice that such funds have been made available to CITY, by CITY's funding source.
18. Change or Modifications. Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.
19. Applicable Law. This Agreement shall be governed by the laws of the CITY of Ohio and any applicable federal law, specifically 23 CFR part 646, subpart B.
20. Governing Law/Severability.
 - 20.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the CITY of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect.
 - 20.2 If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
21. Drug-Free Workplace. RAILROAD agrees to comply with all applicable CITY and federal laws regarding drug-free workplace. RAILROAD shall make a good faith effort to ensure that all RAILROAD employees, while performing the Engineering Work on CITY property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
22. Ohio Ethics Law Requirements. In accordance with Executive Order 2007-01S, RAILROAD, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. RAILROAD understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contract with the CITY of Ohio.
23. Ohio Elections Law. RAILROAD certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.

24. Force Majeure. Except as otherwise provided herein, neither the RAILROAD nor CITY shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

25. CITY Audit Findings. RAILROAD affirmatively represents to CITY that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. RAILROAD agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by CITY hereunder shall be immediately repaid to CITY, or an action for recovery may be immediately commenced by CITY for recovery of said funds.

26. Debarment. RAILROAD represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and RAILROAD shall immediately repay to CITY any funds paid under this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Ohio Department of Transportation:

By: _____
 Dennis Hanwell
 Mayor

Wheeling & Lake Erie Railway Company

By: _____
 Print Name: _____
 Title: _____

EXHIBIT A

PAYMENT SCHEDULE

Progress Payments

Notwithstanding anything to the contrary set forth in this Agreement, the CITY shall pay RAILROAD in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, the CITY shall remit full payment to RAILROAD, with no retainage, for its Reimbursable Expenses within thirty (30) days following delivery to the CITY of an invoice.

REQUEST FOR COUNCIL ACTION

No. RCA 24-212-10/15

FROM: Medina Municipal Court

DATE: October 2, 2024

SUBJECT: Cybersecurity Software and Services Grant

Committee: Finance

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests that Council approve and receive Cybersecurity Software and Services Grant.

A cybersecurity grant will help fund projects related to improving cybersecurity infrastructure for the Municipal Court.

If approved this grant will cover costs for secure email through Microsoft 365, multi factor authentication and website security appliance.

Estimated Cost: \$20,000

Suggested Funding:

- sufficient funds in Account No. 168-0705
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO

Reason:


COUNCIL USE ONLY:

Committee Action/Recommendation:



Council Action Taken:

Ord./Res.

Date:

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 Section Menu 

Cybersecurity Software and Services Grant Application

[Page 1](#) [Page 2](#) [Page 3](#) [Page 4](#) [Page 5](#) [Page 6](#) [Page 7](#)

Important Information

The form below must be completed in one session.

Please review each page of questions to note information you may need to obtain before you start.

The form will not timeout, but if you leave the form prior to submission any data entered will be lost.

Once you start filling out the application online, do not refresh or close your browser window until you have submitted your application.

Organizational Information

Provide details about your organization.

Ohio Local Government Entity (LGE) Name *

Medina Municipal Court

Address #1 *

135 N. Elmwood Ave

Address #2

City *

Medina


Zip Code + 4 *

44256-1856

County *

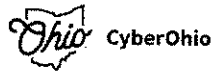
52

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). [Learn how to request a UEI.](#)

Unique Entity Identifier (UEI)  *

F89KMZKNCLD3

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Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 Page 4 Page 5 Page 6 Page 7

Contact Information

Project Manager (PM)

PM Contact *

Cindy Lastuka

PM Title *

Court Manager

PM Telephone *

(330) 723-3287

PM Email *

clastuka@medinamunicipalcourt.org

Authorizing Signatory Official (ASO)

ASO Contact *

Gary F. Werner

ASO Title *

Judge

ASO Telephone *

(330) 723-3328

ASO Email *

gwerner@medinamunicipalcourt.org

Information Technology (IT)

IT Contact *

Josh Strong

IT Title *

IT Manager

IT Telephone *

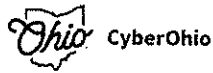
(330) 723-3287

IT Email *

jstrong@medinamunicipalcourt.org

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2



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Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 Page 4 Page 5 Page 6 Page 7

LGE Information

Under what government sector does your LGE best fit?

City, Municipality, Township, Village

Total annual operating budget:

\$1,800,000.00

Annual IT budget:

\$10,000.00

Annual cybersecurity budget:

\$0.00

Number of employees:

39

Number of IT staff:

1

Number of cybersecurity staff:

1

Does your LGE qualify as 'rural'?

- Yes
- No

What is your LGE's population based on 2020 U.S. Census data?

118000

Does your LGE have cybersecurity insurance?

- Yes
- No

Grant funds can not be used to purchase cybersecurity insurance

Does your LGE support critical infrastructure?

- Yes
- No

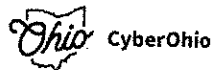
Is your LGE applying for a FEMA economic hardship waiver?

- Yes
- No

If your organization is applying for a FEMA economic hardship waiver, please DO NOT delay submittnng your application for SLGGP grant funds. FEMA can review the economic hardship waiver while Ohio reviews your application for grant funds.

Previous Next

2



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Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 **Page 4** Page 5 Page 6 Page 7

Participation Requirements and Opportunities

Does your LGE currently participate in CISA Cyber Hygiene Services? *

- Yes
- No

Is your LGE willing to participate in CISA Cyber Hygiene Services? *

- Yes
- No

LGEs are required to participate within the first year.

Does your LGE currently complete the Nationwide Cybersecurity Review (NCSR)? *

- Yes
- No

Is your LGE willing to participate in the NCSR? *

- Yes
- No

LGEs are required to participate within the first year.

Is your LGE a current member of MS-ISAC? *

- Yes
- No

Is your LGE willing to become a member of MS-ISAC? *

- Yes
- No

LGEs are strongly encouraged to participate.

Is your LGE currently participating in the Ohio Persistent Cyber Improvement (O-PCI) program? *

- Yes
- No

Is your LGE willing to participate in O-PCI? *

- Yes
- No

LGEs are strongly encouraged to participate.

[Cancel](#) [Previous](#) [Next](#)

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Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 Page 4 **Page 5** Page 6 Page 7

Metrics

CISA Required Metrics

	Yes	No
Has your LGE conducted table-top exercises to test cybersecurity plans?	<input type="radio"/>	<input checked="" type="radio"/>
Has your LGE conducted a cyber risk assessment to identify cyber risk management gaps and areas for improvement?	<input type="radio"/>	<input checked="" type="radio"/>
Has your LGE performed phishing training?	<input type="radio"/>	<input checked="" type="radio"/>
Has your LGE performed cybersecurity awareness training?	<input type="radio"/>	<input checked="" type="radio"/>
Has your LGE performed Role-based cybersecurity awareness training?	<input type="radio"/>	<input checked="" type="radio"/>
Has your LGE adopted the Workforce Framework for Cybersecurity (NICE Framework)?	<input type="radio"/>	<input checked="" type="radio"/>
Does your LGE have the capability to analyze network traffic and activities related to potential threats?	<input type="radio"/>	<input checked="" type="radio"/>
Has your LGE implemented multi-factor authentication (MFA) for all remote access and privileged accounts?	<input type="radio"/>	<input checked="" type="radio"/>
Does your LGE have a program to anticipate and discontinue use of end-of-life software and hardware?	<input type="radio"/>	<input checked="" type="radio"/>
Does your LGE prohibit the use of known/fixed/default password and credentials?	<input type="radio"/>	<input checked="" type="radio"/>
Does your LGE operate under a ".gov" internet domain?	<input type="radio"/>	<input checked="" type="radio"/>

Ohio Metrics

	Yes	No
Does your LGE have a password policy?	<input checked="" type="radio"/>	<input type="radio"/>
Does your LGE have an inventory of IT assets?	<input checked="" type="radio"/>	<input type="radio"/>
Does your LGE have an inventory of applications?	<input checked="" type="radio"/>	<input type="radio"/>
Does your LGE have a patch management strategy?	<input checked="" type="radio"/>	<input type="radio"/>

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CyberOhio / Priorities / Assisting Local Government Entities / Cybersecurity Software and Services Grant Applica...

Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 Page 4 Page 5 **Page 6** Page 7

Projects

The performance period for this grant is December 1, 2024 through June 30, 2026. Approved projects MUST be completed within this timeframe.

Each LGE can submit up to 5 projects.

You can submit multiple projects with total funds exceeding \$20,000, but be aware that that total award for this round of SLCGP grant funding is \$20,000.

CyberOhio encourages you to submit multiple projects that illustrate your LGE's specific needs even if the funding request exceeds the \$20,000 limit per LGE. This will help us to better understand the need and build a business case for future funding.

Projects not funded in Round 2 may be considered for future grant cycles.

Submitting a Project

Determine how many projects you are submitting and number them 1-5 in priority order. Project 1 should be your highest priority project, and Project 5 your lowest priority project.

Project Submission Form Required *

- Project 1
- Project 2
- Project 3
- Project 4
- Project 5

[Project 1](#) [Project 2](#) [Project 3](#) [Project 4](#) [Project 5](#)

Project 1 Submission Form

Select which option below best describes this Project. *

Secure Mail

Describe the primary goals of this project. *

Switching from a legacy on-premise Outlook email server to Microsoft Office 365 cloud email with Microsoft Defender for Office 365 offers several strategic benefits and aligns with key organizational goals. The primary goals of switching are enhanced security and threat protection. Upgrade to a modern security framework to

Does this project include replacing existing software or services? *

- Yes
- No

Does this project include increasing existing functionality or capabilities? *

- Yes
- No

Describe the increased functionality or services this project will provide. *

Microsoft Defender for Office 365 provides a modern, cloud-based security framework that significantly enhances email protection, compliance, and functionality compared to a legacy on-premise Outlook server. This transition not only improves security but also streamlines operations, and supports the courts need for robust and secure

Is this project a requirement of your LGE's cybersecurity insurance policy? *

- Yes

No

Provide a detailed description of who will benefit from this project and specifics on how they will benefit. *

Microsoft Defender for Office 365 is a comprehensive security solution designed to protect organizations from various email and collaboration threats. In a municipal courthouse setting, this tool would offer significant benefits to several key stakeholders such as Judges, Magistrates Clerks and Administrative staff, etc. Judges and

What percentage of the LGE user base will benefit from this project? *

100

Is there a future funding plan in place to maintain licenses or and/or services associated with this project? *

Yes

No

Total Cost of Project *

\$6,019.20

Federal Funding Request *

\$4,815.30

The Federal Funding Request should be 80% of the Total Cost of the Project (unless you are applying for a FEMA economic hardship waiver) and cannot exceed \$20,000.

Describe how this project is aligned with the Ohio Comprehensive Cybersecurity Plan. *

Microsoft Defender will play a pivotal role in aligning with Ohio's Comprehensive Cybersecurity Plan by enhancing security and data protection for Medina Municipal Court. Office 365 provides secure, cloud-based email solutions that support encryption, multi-factor authentication, and data loss prevention features, ensuring that

This plan can be downloaded from the CyberOhio.gov website.

What specific metrics or Key Performance Indicators (KPIs) will be used to evaluate the success of this project? *

KPIs to evaluate the success of switching to Cloud Office 365 email and Microsoft Defender would include email system uptime and availability, ensuring minimal disruptions to court operations. Email security metrics, such as the reduction in phishing attacks, malware incidents, and spam, would indicate improved security through


Project Narrative  *

The proposed project aims to transition the municipal court's legacy on premise Outlook email environment to Cloud Office 365 and integrate Microsoft Defender for enhanced security and operational efficiency. The shift to Office 365 will provide the court with a scalable, cloud-based solution that ensures high availability, data

Would you like to upload a more detailed project narrative? *

Yes

No

Project Budget  *


Microsoft Defender 365	\$990
BitTitan Mail Migration License	\$396
Barracuda Defense/Archiving	\$1,663.20

Would you like to upload a more detailed project budget? *

Yes



No

If you are submitting more than one project, scroll up to submit additional projects. Do NOT click on the "Next" button until you have entered the information for all your projects.

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 Section Menu 

Cybersecurity Software and Services Grant Application

[Page 1](#) [Page 2](#) [Page 3](#) [Page 4](#) [Page 5](#) [Page 6](#) [Page 7](#)

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Projects not funded in Round 2 may be considered for future grant cycles.

Submitting a Project

Determine how many projects you are submitting and number them 1-5 in priority order. Project 1 should be your highest priority project, and Project 5 your lowest priority project.

Project Submission Form Required *


- Project 1
- Project 2
- Project 3
- Project 4
- Project 5

[Project 1](#) [Project 2](#) [Project 3](#) [Project 4](#) [Project 5](#)

The Project 2 form will only appear below if Project 2 is selected above.

Project 2 Submission Form



2 Select which option below best describes this Project. *

Endpoint Detection and Response (EDR) 

2 Would you like to upload a CrowdStrike Form? *

- Yes
- No

2 Describe the primary goals of this project. *

The primary goal of Trend Micro Worry-Free Endpoint Detection and Response (EDR) security services for Medina Municipal Court is to provide an advanced layer of protection and proactive response capabilities against sophisticated cyber threats. EDR will enhance the court's cybersecurity posture by offering real-time monitoring.  

2 Does this project include replacing existing software or services? *

- Yes
- No

2 Is this project a requirement of your LGE's cybersecurity insurance policy? *

- Yes
- No

2 Provide a detailed description of who will benefit from this project and specifics on how they will benefit. *

he beneficiaries of Trend Micro Worry-Free Endpoint Detection and Response (EDR) for Medina Municipal Court include the court's administrative staff, judicial officers, and the broader community it serves. Administrative staff will benefit from enhanced security on their endpoints, ensuring that their daily operations are protected from

2 What percentage of the LGE user base will benefit from this project? *

100

2 Is there a future funding plan in place to maintain licenses or and/or services associated with this project? *

- Yes
 No

2 Total Cost of Project *

\$3,881.25

2 Federal Funding Request *

\$3,105.00


The Federal Funding Request should be 80% of the Total Cost of the Project (unless you are applying for a FEMA economic hardship waiver) and cannot exceed \$20,000.

2 Describe how this project is aligned with the Ohio Comprehensive Cybersecurity Plan. *

Trend Micro Worry-Free Endpoint Detection and Response (EDR) aligns with the Ohio Comprehensive Cybersecurity Plan by addressing critical aspects of the state's cybersecurity strategy including threat detection, incident response, and data protection. The Ohio plan emphasizes the need for advanced security measures to This plan can be downloaded from the CyberOhio.gov website.

2 What specific metrics or Key Performance Indicators (KPIs) will be used to evaluate the success of this project? *


Response (EDR) for Medina Municipal Court will include the number of detected and mitigated security incidents, such as malware attacks and unauthorized access attempts. Metrics will also track the average response time from threat detection to resolution, assessing the efficiency of the court's incident management. Additional KPIs will

2 Project Narrative  *

The Medina Municipal Court is seeking funding for Trend Micro Worry-Free Endpoint Detection and Response (EDR) to significantly enhance its cybersecurity framework. As the court handles a wide range of sensitive legal information and personal data, it is crucial to protect these assets from increasingly sophisticated cyber threats.

2 Would you like to upload a more detailed project narrative? *

- Yes
 No

2 Project Budget  *

Trend Micro Worry Free EDR \$3881.25

2 Would you like to upload a more detailed project budget? *

- Yes
 No

If you are submitting more than one project, scroll up to submit additional projects. Do NOT click on the "Next" button until you have entered the information for all your projects.

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Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 Page 4 Page 5 **Page 6** Page 7

Projects

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Projects not funded in Round 2 may be considered for future grant cycles.

Submitting a Project

Determine how many projects you are submitting and number them 1-5 in priority order. Project 1 should be your highest priority project, and Project 5 your lowest priority project.

Project Submission Form Required *

- Project 1
- Project 2
- Project 3
- Project 4
- Project 5

[Project 1](#) [Project 2](#) [Project 3](#) [Project 4](#) [Project 5](#)

The Project 3 form will only appear below if Project 3 is selected above.

Project 3 Submission Form

3 Select which option below best describes this Project. *

Security Services

3 Describe the primary goals of this project. *

The primary goal of Trend Micro Worry-Free Business Security Services (WFBS) for Medina Municipal Court is to ensure robust, reliable cybersecurity that protects the court's sensitive data and operations from modern threats. WFBS provides continuous protection against malware, ransomware, and unauthorized access, safeguarding legal

3 Does this project include replacing existing software or services? *

- Yes
- No

3 Is this project a requirement of your LGE's cybersecurity insurance policy? *

- Yes
- No

3 Provide a detailed description of who will benefit from this project and specifics on how they will benefit. *

The beneficiaries of this project are primarily Medina Municipal Court staff, court users, and the community at large. Court staff, including the judge, magistrates, clerks, and administrators, will benefit from enhanced security and uninterrupted access to essential systems, allowing them to process cases and manage court operations more

3 What percentage of the LGE user base will benefit from this project? *

100

3 Is there a future funding plan in place to maintain licenses or and/or services associated with this project? *

- Yes
- No

3 Total Cost of Project *

\$1,518.75

3 Federal Funding Request *

\$1,215.00

The Federal Funding Request should be 80% of the Total Cost of the Project (unless you are applying for a FEMA economic hardship waiver) and cannot exceed \$20,000.

3 Describe how this project is aligned with the Ohio Comprehensive Cybersecurity Plan. *

Trend Micro Worry-Free Business Security Services aligns with the Ohio Comprehensive Cybersecurity Plan by addressing key pillars of the state's initiative to strengthen cybersecurity in government institutions, including municipal courts. The plan emphasizes safeguarding critical infrastructure, protecting sensitive data, and enhancing

This plan can be downloaded from the CyberOhio.gov website.

3 What specific metrics or Key Performance Indicators (KPIs) will be used to evaluate the success of this project? *

Key performance indicators (KPIs) to evaluate the success of Trend Micro Worry-Free Business Security Services for Medina Municipal Court will include a measurable reduction in cyber threats, such as blocked malware, ransomware, and phishing attacks. Another KPI will be the improvement in system uptime and continuity, ensuring

3 Project Narrative *

The Medina Municipal Court seeks funding for Trend Micro Worry-Free Business Security Services (WFBS) as part of a comprehensive effort to enhance its cybersecurity infrastructure. The court handles a significant volume of sensitive data, including legal records and personal information, which are vulnerable to increasing cyber threats

3 Would you like to upload a more detailed project narrative? *

- Yes
- No


3 Project Budget *

Trend Micro Worry Free Business Security Services \$1518.75



3 Would you like to upload a more detailed project budget? *

- Yes
- No

If you are submitting more than one project, scroll up to submit additional projects. Do NOT click on the "Next" button until you have entered the information for all your projects.

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 Section Menu 

Cybersecurity Software and Services Grant Application

[Page 1](#) [Page 2](#) [Page 3](#) [Page 4](#) [Page 5](#) [Page 6](#) [Page 7](#)

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Projects not funded in Round 2 may be considered for future grant cycles.

Submitting a Project

Determine how many projects you are submitting and number them 1-5 in priority order. Project 1 should be your highest priority project, and Project 5 your lowest priority project.

Project Submission Form Required *

- Project 1
- Project 2
- Project 3
- Project 4
- Project 5

[Project.1](#) [Project.2](#) [Project.3](#) [Project.4](#) [Project.5](#)

The Project 4 form will only appear below if Project 4 is selected above.

Project 4 Submission Form

4 Select which option below best describes this Project. *

Multi-factor Authentication (MFA) 

4 What part of your LGE is in scope for your MFA project? *

100% 

4 Please describe the part of your LGE that is in scope for your MFA project. *

Beneficiaries of this project are primarily judicial officers, court administration and support staff.

4 Would you like to upload a Cisco Duo MFA form? *

- Yes
- No

4 Describe the primary goals of this project. *

layered security approach not only protects against cyber threats but also strengthens the overall security posture of the court, safeguarding confidential case data and ensuring compliance with data protection regulations. The implementation of Cisco Duo MFA aims to build a more secure, reliable, and resilient digital environment.

4 Does this project include replacing existing software or services? *

- Yes
 No

4 Is this project a requirement of your LGE's cybersecurity insurance policy? *

- Yes
 No

4 Provide a detailed description of who will benefit from this project and specifics on how they will benefit. *

The implementation of Cisco Duo Multi-Factor Authentication (MFA) for the Medina Municipal Court will benefit several key stakeholders, including judicial officers, court personnel, and the public. Court staff will experience enhanced protection of their individual accounts and sensitive case data, reducing the risk of unauthorized access

4 What percentage of the LGE user base will benefit from this project? *

100

4 Is there a future funding plan in place to maintain licenses or and/or services associated with this project? *

- Yes
 No

4 Total Cost of Project *

\$2,250.00

4 Federal Funding Request *

\$1,800.00

The Federal Funding Request should be 80% of the Total Cost of the Project (unless you are applying for a FEMA economic hardship waiver) and cannot exceed \$20,000.


4 Describe how this project is aligned with the Ohio Comprehensive Cybersecurity Plan. *

The implementation of Cisco Duo Multi-Factor Authentication (MFA) for the Medina Municipal Court will benefit several key stakeholders, including judicial officers, court personnel, and the public. Court staff will experience enhanced protection of their individual accounts and sensitive case data, reducing the risk of unauthorized access

This plan can be downloaded from the CyberOhio.gov website.

4 What specific metrics or Key Performance Indicators (KPIs) will be used to evaluate the success of this project? *


To evaluate the success of Cisco Duo Multi-Factor Authentication (MFA) for the Medina Municipal Court, specific metrics and key performance indicators (KPIs) will be employed. These include the reduction in the number of unauthorized access attempts and security breaches, which will be tracked through system logs and incident

4 Project Narrative  *

Cisco Duo Multi-Factor Authentication (MFA) is paramount for enhancing the security and integrity of the court's digital systems. This initiative aims to deploy Cisco Duo MFA to introduce an additional verification layer beyond traditional passwords, significantly strengthening access controls and protecting sensitive case and personal data

4 Would you like to upload a more detailed project narrative? *

- Yes
 No

Project Budget  *

Cisco DUO Cloud MFA Edition \$2250.00

4 Would you like to upload a more detailed project budget? *

- Yes
 No

If you are submitting more than one project, scroll up to submit additional projects. Do NOT click on the "Next" button until you have entered the information for all your projects.

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[CyberOhio](#) / [Priorities](#) / [Assisting Local Government Entities](#) / [Cybersecurity Software and Services Grant Applica...](#)

Section Menu

Cybersecurity Software and Services Grant Application

Page 1 Page 2 Page 3 Page 4 Page 5 **Page 6** Page 7

Projects

The performance period for this grant is December 1, 2024 through June 30, 2026. Approved projects MUST be completed within this timeframe.

Each LGE can submit up to 5 projects.

You can submit multiple projects with total funds exceeding \$20,000, but be aware that that total award for this round of SLCGP grant funding is \$20,000.

CyberOhio encourages you to submit multiple projects that illustrate your LGE's specific needs even if the funding request exceeds the \$20,000 limit per LGE. This will help us to better understand the need and build a business case for future funding.

Projects not funded in Round 2 may be considered for future grant cycles.

Submitting a Project

Determine how many projects you are submitting and number them 1-5 in priority order. Project 1 should be your highest priority project, and Project 5 your lowest priority project.

Project Submission Form Required *

- Project 1
- Project 2
- Project 3
- Project 4
- Project 5

[Project 1](#) [Project 2](#) [Project 3](#) [Project 4](#) [Project 5](#)

The Project 5 form will only appear below if Project 5 is selected above.

Project 5 Submission Form

5 Select which option below best describes this Project. *

Security Services

5 Describe the primary goals of this project. *

The primary goal of the Kemp LoadMaster LM-X1 for Medina Municipal Court is to ensure the protection and security of the court's website and case management lookup systems. Loadmaster serves as a robust firewall against cybersecurity threats. Leveraging advanced load balancing capabilities, the LM-X1 maintains optimal

5 Does this project include replacing existing software or services? *

- Yes
- No

5 Is this project a requirement of your LGE's cybersecurity insurance policy? *

- Yes
- No

5 Provide a detailed description of who will benefit from this project and specifics on how they will benefit. *

The beneficiaries of the Kemp LoadMaster LM-X1 in protecting Medina Municipal Court's website and case management lookup systems include judicial officers, court staff, legal professionals, and the general public. For court staff, the LM-X1 ensures that critical case management systems remain operational and efficient, enabling

5 What percentage of the LGE user base will benefit from this project? *

100

5 Is there a future funding plan in place to maintain licenses or and/or services associated with this project? *

Yes

No

5 Total Cost of Project *

\$10,700.00

5 Federal Funding Request *

\$8,560.00

The Federal Funding Request should be 80% of the Total Cost of the Project (unless you are applying for a FEMA economic hardship waiver) and cannot exceed \$20,000.

5 Describe how this project is aligned with the Ohio Comprehensive Cybersecurity Plan. *

The Kemp LoadMaster LM-X1 aligns seamlessly with the Ohio Comprehensive Cybersecurity Plan by fortifying the Medina Municipal Court's website and case management lookup systems against cyber threats and ensuring compliance with state-level security standards. The LM-X1's advanced load balancing and traffic management

This plan can be downloaded from the CyberOhio.gov website.

5 What specific metrics or Key Performance Indicators (KPIs) will be used to evaluate the success of this project? *

To gauge the effectiveness of the Kemp LoadMaster LM-X1 in safeguarding Medina Municipal Court's website and case management lookup systems, several key performance indicators (KPIs) will be utilized. These KPIs will include system uptime and availability, which measure the proportion of time the systems remain operational and

5 Project Narrative ? *

The project aims to implement the Kemp LoadMaster LM-X1 to enhance the security, reliability, and performance of Medina Municipal Court's website and case management lookup systems. This initiative will focus on deploying the LM-X1 to provide advanced load balancing, ensuring optimal system performance during peak traffic periods

5 Would you like to upload a more detailed project narrative? *

Yes

No

5 Project Budget ? *

LoadMaster LM-X1 Hardware Appliance	\$2,000
LoadMaster LM-X1 Edge Security Pack	\$2,700
LoadMaster 360 Application	\$6,000

5 Would you like to upload a more detailed project budget? *

Yes

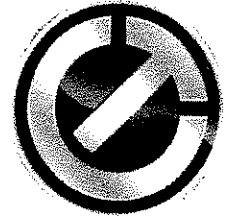
No

If you are submitting more than one project, scroll up to submit additional projects. Do NOT click on the "Next" button until you have entered the information for all your projects.

ESTIMATE

Technology Engineering Group
3593 Medina Rd, #239
Medina, OH 44256

info@tegoh.com
+1 (330) 974-1249
www.tegoh.com



Bill to

Medina Municipal Court
135 N Elmwood Ave
Cindy Lastuka
Medina, OH 44256

Ship to

Medina Municipal Court
135 N Elmwood Ave
Medina, OH 44256
Cindy Lastuka

Estimate details

Estimate no.: 1772

Estimate date: 08/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MICROSOFT M365 BUSINESS BASIC 1 YEAR	MICROSOFT M365 BUSINESS BASIC 1 YEAR	33	\$72.00	\$2,376.00
2.		Microsoft Defender for Office 365	Microsoft Defender for Office 365	33	\$24.00	\$792.00
3.		MISC Services	Barracuda Gateway-Defense and Archiving - \$3.36 / month / user	33	\$40.32	\$1,330.56
					Total	\$4,498.56

Accepted date

Accepted by

ESTIMATE

Technology Engineering Group
3593 Medina Rd. #239
Medina, OH 44256

info@tegoh.com
+1 (330) 974-1249
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Bill to

Medina Municipal Court
135 N Elmwood Ave
Cindy Lastuka
Medina, OH 44256

Ship to

Medina Municipal Court
135 N Elmwood Ave
Medina, OH 44256
Cindy Lastuka

Estimate details

Estimate no.: 1773

Estimate date: 08/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MICROSOFT M365 BUSINESS BASIC 1 YEAR	MICROSOFT M365 BUSINESS BASIC 1 YEAR - Pro-rated 3 mos OCT/NOV/DEC	33	\$18.00	\$594.00
2.		Microsoft Defender for Office 365	Microsoft Defender for Office 365 - pro-rated 3 mos OCT/NOV/DEC	33	\$6.00	\$198.00
3.		BitTitan Mail Migration Licnese	BitTitan MigrationWiz Mailbox	33	\$12.00	\$396.00
4.		MISC Services	Barracuda Gateway-Defense and Archiving \$3.36 / user /month	33	\$10.08	\$332.64
					Total	\$1,520.64

Accepted date

Accepted by



Progress US

15 Wayside Rd, Suite 400
 Burlington, MA 01803
 United States
 Phone: 1-844-470-5367
 Website: www.kemp.ax

Salesperson:
 Phone:
 Email:
 Quote #:
 Date:
 Expires On:

Arka Ganguly
 arka.ganguly@progress.com
 Q-176544-1
 7/26/2024 10:06 AM
 8/25/2024

End User

Medina Municipal Court
 , Ohio
 United States

Note: Quote may contain multiple pages

Please scroll to bottom for total

Part Num	Product Description	HWID	Serial Number	Start Date	End Date	Qty	List Price	Extended Price
LM-X1	LoadMaster LM-X1 hardware appliance with 4x 1GbE ports, 4GB RAM. Supports up to 1 Gbps throughput, 1,000 SSL TPS (2K keys). Support required.					1	USD 2,000.00	USD 2,000.00
ENP3-LM-X1	3 Year Enterprise Plus Subscription for LoadMaster LM-X1-NG. Includes new features and software updates, unlimited 24x7 Customer Support, In advance hardware replacement, Edge Security Pack (ESP) - Authorization, Authentication & Single Sign On, Updated reputation data daily for WAF and GSLB.					1	USD 2,700.00	USD 2,700.00
LM360Starter1Y	1 Year access to LoadMaster 360, application health, performance and security insights. Limited to 10 assets and 90 days data retention.					3	USD 2,000.00	USD 6,000.00
TOTAL:								USD 10,700.00

(8500)

Comments

Terms & Conditions

All Prices are in US Dollars. Quote is valid for 30 days.
 Please contact your preferred reseller to place an order or visit <https://kemptechnologies.com/buy-from-partners/> to find a preferred partner

EU VAT: EU528003544
 UK VAT : GB379264063

OK
Dr. Hammel
10-7-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-213-10/15

FROM: Jansen Wehrley ^{JSW}

Committee: Finance

DATE: October 7, 2024

SUBJECT: Amend Ordinance 183-23 Uptown Park/Gazebo

SUMMARY AND BACKGROUND:

The City of Medina Parks and Recreation Department respectfully requests council to amend Ordinance 183-23 Section 1, for the Uptown Park/Gazebo:

1. Change the Non-Resident/Corp. rate to read Non-Resident/For Profit.
2. Add the following language:
Special Event insurance is required for small events and large events in the Uptown Park. A copy of a Certificate of Insurance must be submitted insuring the responsible party for liability insurance coverage of not less than bodily injury \$500,000.00 each person, \$1,000,000.00 aggregate and property damage \$500,000.00 each occurrence, \$1,000,000.00 aggregate naming the City of Medina as an additional insured.

Estimated Cost: N/A

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

ORDINANCE NO. 183-23

AN ORDINANCE AMENDING THE PAVILION RENTAL FEES FOR THE PARKS AND RECREATION DEPARTMENT.

WHEREAS: Ordinance No. 50-22, passed March 14, 2022 amended the Pavilion rental fees for the Parks and Recreation Department; and

WHEREAS: The City of Medina Parks and Recreation Department respectfully requests Council to repeal and replace this ordinance; and

WHEREAS: The Uptown Park Advisory Committee reviewed these changes on October 10, 2023 and voted unanimously to proceed with this request.

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

SEC. 1: That the Pavilion Rental Fees for the Parks and Recreation Department shall be adopted as follows, repealing all previous ordinances pertaining to Pavilion Rental Fees:

PAVILION USE

Resident	\$25.00 weekdays	\$35.00 weekends / holidays
Non-resident	\$35.00 weekdays	\$45.00 weekends / holidays
Non-profit	\$25.00 weekdays	\$25.00 weekends / holidays

These fees are for a 3-hour time limit per day. The only exclusion from the non-profit fee is the Medina City School District, Buckeye Local School District, community fundraisers, community outreach programs, and City sponsored events. Any changes made after the pavilion booking has occurred will incur a \$5.00 administrative fee.

UPTOWN PARK / GAZEBO

Type of Event	Size of Event	Deposit Amount *	Resident/Non-Profit	Non-Resident/Corp. For Profit
Wedding / Gathering	1—200	\$100.00	\$100.00	\$200.00
Small Event**	201—500	\$750.00	\$200.00	\$400.00
Large Event**	501 +	\$1,500.00	\$500.00	\$1,000.00
Multi-Use Event	6+ similar events per year	Same as above event and size	50% discount—on base fee, \$50 additional per day beyond 6	\$200.00 per day

*Deposit Refund subject to inspection by designee of the Mayor

** Special Event insurance is required for small events and large events in the Uptown Park. A copy of a Certificate of Insurance must be submitted insuring the responsible party for liability insurance coverage of not less than bodily injury \$500,000.00 each person, \$1,000,000.00 aggregate and property damage \$500,000.00 each occurrence, \$1,000,000.00 aggregate naming the City of Medina as an additional insured.

ADDITIONAL FEES (Upon Request)**

****If additional services are required but not requested by Permit Holder, costs will be withheld from the deposit.**

Garbage	\$75.00 Per Collection
Snow Removal	\$75.00 Per Day
Barricades / Road Closures	\$35.00
Sound System – Basic	\$50.00 per event. No charge for non-profit organizations
Sound System – Distributed	\$100.00 per day including non-profit organizations

*Park users are prohibited to use the sound system between the hours of 11:00 pm – 8:00 am

Spider Boxes	First 3 spider boxes are free. Each additional spider box is \$25.00 per location.
Electricity	Available at no charge at the corner arches, bandstand and the Gazebo.

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 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

Effective Date:

OK
Hannell
10-7-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-214-10/15

FROM: Jansen Wehrley *JW*
DATE: October 7, 2024
SUBJECT: Bids- Job #1096: Reagan Park Cold Storage Building
SUMMARY AND BACKGROUND:

Committee: Finance

Respectfully requesting Council authorization to advertise, bid, and award the Cold Storage Building Project at Reagan Park. This project will involve constructing a 40'x80' building that will house seasonal equipment and vehicles for the parks department. The project includes an alternate for the construction of a 640-sf mezzanine inside the building.

It has been recommended that we raise an adjacent 30'x40' building, prior to construction, in order to better utilize the space inside of our compound and improve ingress and egress at the facility.

This project was reviewed and approved by the Planning Commission on August 8, 2024.

The budget for constructing the pole barn is \$165,000.

Estimated Cost: \$ 165,000.00

Suggested Funding: 104-0301-54412. Total carryforward with transfer (\$112,779.00)

- sufficient funds in Account No.
- transfer needed from Account No. 104-0305-53322 (\$15,000) 104-0309-54412 (\$25,753.00) to Account No. 105-0301-54412
- NEW APPROPRIATION needed in Account No. 104-0301-54412 (\$52,221.00)

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

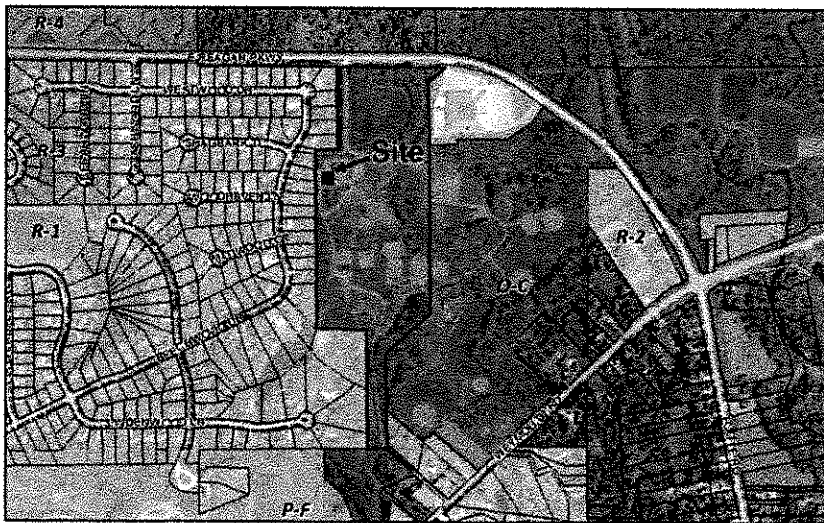
P24-19
Reagan Park Maintenance Building

Property Owner: City of Medina
Applicant: Jansen Wehrley
Location: Reagan Park at Weymouth Road and Reagan Parkway
Zoning: O-C (Open Space Conservation)
Request: Conditional Zoning Certificate and Site Plan approval for a park maintenance building

LOCATION AND SURROUNDING USES

The subject property encompasses the western 35.3 acres of Reagan Park. Adjacent properties contain the following uses and zoning:

- North – Undeveloped (Unincorporated)
- East – Reagan Park (O-C) and School (P-F)
- South – Reagan Park (O-C)
- West – Single-Family Residential (R-1)



BACKGROUND & PROPOSED APPLICATION

The existing Reagan Park maintenance area includes a main facility building with an office and two smaller buildings of 960 sq. ft. and 1,200 sq. ft. The applicant is proposing to remove the existing 1,200 sq. ft. building and construct a 3,200 (40 ft. x 80 ft.) building for the storage and maintenance of vehicles and materials.

CONDITIONAL ZONING CERTIFICATE

Per Section 1115.04, a "Publicly Owned or Operated Government Facility" is a conditionally permitted use in the O-C zoning district. Though the use already exists on the site, the proposal incorporates a larger building.



The use includes the following applicable Conditionally Permitted Use regulations found in Section 1153.04:

- (3) All points of entrance or exit should be located no closer than 200 feet from the intersection of two (2) major thoroughfares, or no closer than 100 feet from the intersection of a major thoroughfare and a local or collector thoroughfare.
- (7) Such developments should be located on major thoroughfares or at intersections of major and/or collector thoroughfares.
- (8) Such developments should be located adjacent to nonresidential uses such as churches, parks, industrial or commercial districts.
- (11) Such uses should be properly landscaped to be harmonious with surrounding uses, especially if residential uses.

Conditional Zoning Certificate Basis of Determination

The Planning Commission shall establish beyond reasonable doubt that the general standards and the specific standards pertinent to each use indicated herein are satisfied by the completion and operation of the proposed development. The Planning Commission may also impose such additional conditions and safeguards deemed necessary for the general welfare, for the protection of individual property rights and for the insuring that the intent and objectives of this Zoning Ordinance will be observed.

The Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use on the proposed location:

- (1) Will be harmonious with and in accordance with the general objectives or with any specific objectives of the Land Use and Thoroughfare Plan of current adoption;
- (2) Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
- (3) Will not be hazardous or disturbing to existing or future neighboring uses;
- (4) Will not be detrimental to property in the immediate vicinity or to the community as a whole;
- (5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection drainage structures, refuse disposal and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide such service adequately;
- (6) Will be in compliance with State, County and City regulations;
- (7) Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic or surrounding public streets or roads.

SITE PLAN

Development Standards

The following table indicates general development standards of the O-C zoning district:

	Required	Proposed
Minimum Lot Size	5 acres	35 acres
Minimum Lot Width	300 ft.	770 ft.
Side Yard Setback	10 ft.	10 ft.
Rear Yard Setback	10 ft.	1,000+ ft.
Building Height (Avg. Between the Eave and Ridge)	25 ft.	22 ft.

The proposed building, which is accessory to the main park maintenance building, meets the above general development standards.

Parking, Access, and Circulation

Access and Circulation – Reagan Park has access points to the north of the site off of Reagan Parkway and to the south of the site off of Weymouth Road. The maintenance facility is accessed from a drive directly to the southeast of the proposed building.

Off-Street Parking – Parking for the maintenance facility is located adjacent to and within existing buildings. The proposed storage and maintenance building will not result in an increase in parking for the site and will allow staff to move vehicles and materials indoors.

Landscaping, Screening, and Buffering

As noted above in the Conditionally Permitted Use regulations, government buildings should be properly landscaped to be harmonious with surrounding uses, especially if residential uses. Single-family homes are to the west of the site and existing landscaping is located on the park property and adjacent lots. In addition, the proposed building will provide screening from park maintenance operations.

Utilities and Storm Water

The proposed building will have electrical service but will not be heated or have water or sewer service. The proposed building will not result in additional storm water runoff as the existing area is a paved surface. In addition, plans show that the building's roof drains will tie into existing storm water pipes.

Engineering and Fire Department Comments

The City of Medina Engineering and Fire Departments have no comments at this time.

Building Elevations and Lighting

The proposed metal building will be similar to existing park maintenance buildings on the site with brown siding, white trim, and brown roofing. The building will have four overhead doors and a man door on the east side of the building and a man door on the south side of the building. No doors or openings will be on the west side of the building, which faces single-family homes.

No new lighting is proposed for the project.

Site Plan Review Standards

The Planning Commission's review and action shall be based on the following Standards per Section 1109.02(c):

- (1) The site plan shows that a proper relationship does exist between thoroughfares, service roads, driveways and parking areas to encourage pedestrian and vehicular traffic safety.
- (2) All the development features including the principal buildings, open spaces, service roads, driveways and parking areas are so located and related as to minimize the possibility of any adverse effects upon adjacent development.
- (3) The site plan includes adequate provision for the screening of parking areas, service areas and active recreation areas from surrounding properties by landscaping and/or ornamental walls or fences. All trees planted shall be as found in specifications approved by the Shade Tree Commission.
- (4) Grading and surface drainage provisions are reviewed and approved by the City Engineer.
- (5) The design and construction standards of all private streets, driveways and parking areas are to be built following approval of plans by the City Engineer according to construction standards specified in the Codified Ordinances.

- (6) Maximum possible privacy for multi-family dwellings and surrounding residential properties shall be provided through good design and use of proper building materials and landscaping. Visual privacy should be provided through structural screening and landscaping treatment. Auditory privacy in multi-family dwellings should be provided through soundproofing. All trees planted shall be as found in specifications approved by the Shade Tree Commission.
- (7) The architectural design of buildings should be developed with consideration given to the relationship of adjacent development in terms of building height, mass, texture, materials, line and pattern and character.
- (8) Building location and placement should be developed with consideration given to minimizing removal of trees and change of topography. Any trees to be removed which are planted in a public right-of-way or on municipal property shall be reviewed by the Shade Tree Commission.
- (9) In multi-family developments, television and other antennas shall be centralized.
- (10) On-site circulation shall be designed to make possible adequate fire and police protection.
- (11) Off-street parking facilities shall be provided in accordance with Chapter 1145. In large parking areas, visual relief shall be provided through the use of tree planted and landscaped dividers, islands and walkways. In multi-family developments no parking or service areas shall be permitted between any street and the main building. All trees planted shall be as found in specifications approved by the Shade Tree Commission.
- (12) Signs shall be provided in accordance with these Codified Ordinances.
- (13) Any trees planted on site shall be on approved list of Shade Tree Commission and planted in accordance with Commission standards.

COMMUNITY DEVELOPMENT DEPARTMENT STAFF RECOMMENDATION

Staff recommends approval of P24-19 as submitted.

ok
for
10-7-24

RCA 24-215-10/15

City of Medina

Board of Control/Finance Committee Approval

Finance
only

Administrative Code: 141

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 10/7/2024

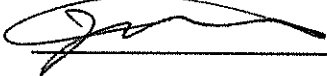
Department: Parks

Amount: \$3,700.00

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

Account Number: 104-0301-53322

Vendor: Litman L00254

Department Head/Authorized Signature: 

Item/Description:

Increase p.o. 24-0709 Line 1 104-0301-53322

Modify description to: Parks Maint Electrical Work and Repairs

Total of the purchase order now \$21,950.00

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

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



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

PURCHASE ORDER

Page: 1
 P.O. Number: **2024000709**
 P.O. Date: 01/01/2024
 Req. Number: BOC
 Requested By: Emily Pettway
 Blanket Type: RB
 Ship Via:
 Terms:

Deliver To PARKS DEPARTMENT
 CITY OF MEDINA
 132 NORTH ELMWOOD
 MEDINA, OHIO 44256

Vendor L00254
 LITMAN, INC
 4251 BELL RD
 SEVILLE, OH 44273

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
------	-------------	---------	-----	------	------------	--------

BOC APPROVED 12/11/2023

Accounting

001	RB-PARK MAINT-ELECTRICAL REPAIRS	104-0301-53322				\$1,750.00
002	RB-SPLASHPAD ELECTRICAL REPAIRS	104-0303-53322				\$1,500.00
003	RB-SPORTS FIELD MAINT-ELECTRICAL REPAIRS	104-0309-53322				\$15,000.00

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	301 INV.				1750.00	
	6/15 2343				1245.00	
					505.00	
002	303				1500.00	
003	309					
	5/30 2335				3810.00	
	2337				2780.00	
					8410.00	
	6/15 2342				6722.00	
					1688.00	
	4/30 2349				885.00	
					803.00	
	8/15 2362				390.00	
					213.00	

Purchase Order Total: \$18,250.00

\$13250 INCREASE LINE 3; BOC APPROVED 2/12/24

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

Keith A. Dribman

Director of Finance

1/10/2024

Date

OK to Hammer 10-7-24

RCA 24-216-10/15
Finance Only

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

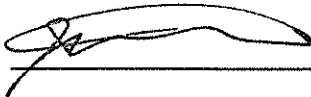
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- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 10/3/2024 Department: Parks

Amount: \$28,650.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 104-0301-54412

Vendor: HSH Construction #H00235

Department Head/Authorized Signature: 

Item/Description:
Demo 30'x40' pole building, site restoration/preparation, and storm sewer installation at Reagan Park

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____
Clerk of council

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

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



WADSWORTH, OH (330) 335 5785

Estimate

ADDRESS

City of Medina Parks
 785 E.Washington St
 Medina,
 Medina
 Medina 44256

ESTIMATE 1271
 DATE 09/10/2024
 EXPIRATION DATE 10/10/2024

PROJECT

Cold Storage

	DESCRIPTION	QTY	RATE	AMOUNT
Demolition	Demo and haul off existing 30' X 40' building.	1	7,000.00	7,000.00
Demolition	Demo and haul off existing concrete floor. 1200 sq ft	1,200	2.00	2,400.00
Demolition	Demo and haul off existing asphalt pavement. 750 sq yrds	750	8.00	6,000.00
Excavation	Install 200' of 6" SDR storm sewer w/ bedding and premium backfill in pavement areas.	200	35.00	7,000.00
Excavation	Tie into existing catch basin	1	750.00	750.00
Excavation	Excavate pad to grade and install 80' X 40' 4" thick #304 aggregate base 75ton.	1	5,500.00	5,500.00
TOTAL				\$28,650.00

Accepted By

Accepted Date

REQUEST FOR COUNCIL ACTION

No. RCA 24-217-10/15

FROM: Nino Piccoli Service Director

DATE: September 25, 2024

SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

Amend Ord. 21-24

Respectfully requesting Council's authorization to increase the Purchase Order No. 2024-1125 for Signal Service Company in the amount of \$68,460.00. This increase is necessary to cover invoices related to damage of the Traffic Control cabinet at W. Liberty and N. State. The expenditure has been covered by the City insurance company who is pursuing subrogation.

Suggested Funding: \$68,460.00

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. 102-0145-53321

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



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

PURCHASE ORDER

Page: 1
 P.O. Number: 2024001125
 P.O. Date: 03/19/2024
 Req. Number: 2024-42

Deliver STREET DEPARTMENT
To CITY OF MEDINA
 781 WEST SMITH ROAD
 MEDINA, OHIO 44256

Requested By: Lori Bowers
 Blanket Type: RB
 Ship Via:
 Terms:

THEN AND NOW CERTIFICATION
 I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

Vendor S00400
 SIGNAL SERVICE COMPANY
 4341 CRANWOOD PARKWAY
 WARRENSVILLE HEIGHTS, OH 44128-4015

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	RB-MAINT OF EQUIP-TRAFFIC CONTROL	102-0145-53321				\$62,000.00

Increase \$ 68,460.00

New total \$130,460.00

Purchase Order Total: \$62,000.00

\$60,000 INCREASE; ORD 71-24; PASSED 4/9/24; EMERGENCY EFFECTIVE IMMEDIATELY

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

Keith A. Dribben

Director of Finance

3/19/2024

Date

