

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

December 9, 2024
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (November 25, 2024)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointments.

Ariel Bly – Emerging Technologies Advisory Committee – Exp. 12/31/27
Robert Mueller – Emerging Technologies Advisory Committee – Exp. 12/31/27
Rick Kirby – Emerging Technologies Advisory Committee – Exp. 12/31/27
Chris Jackson – Board of Building Code Appeals – Exp. 12/31/28
Bert Humpal – Board of Zoning Appeals – Exp. 12/31/28

Notices, communications and petitions.

Not to object to the transfer of a D1, D2, D3 and D6 permit from Grab N Go Firewood LLC dba Grab N Go Beverage, 236B N. State Rd. to Grab N G Enterprises LLC, dba Grab N Go Drivethru & Pub, 236B N. State Rd. & Patio.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions:
Ord. 218-24, Ord. 219-24, Ord. 220-24, Ord. 221-24, Ord. 222-24, Ord. 223-24, Res. 224-24, Ord. 225-24, Ord. 226-24, Ord. 227-24, Ord. 228-24, Ord. 229-24, Ord. 230-24,

Ord. 218-24

An Ordinance authorizing the Mayor to enter into an agreement with S Cube, Inc. for the reconfiguration of the E-Filing process at Medina Municipal Court.
(emergency clause requested)

Ord. 219-24

An Ordinance authorizing the expenditure of \$60,000 to Signal Service Company for the Street Department.

Ord. 220-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for a one-year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters to be used by the various departments of the City of Medina, Ohio.

Ord. 221-24

An Ordinance authorizing the expenditure to Goodyear Tire and Rubber Company for the Sanitation Department.

Ord. 222-24

An Ordinance authorizing the Mayor to enter into a Contract for Fire Services with Montville Township.

Ord. 223-24

An Ordinance authorizing the Mayor to enter into a Contract for Fire Services with Medina Township.

Res. 224-24

A Resolution accepting a donation from the Tom and Jill Lincoln Foundation to be used for the purchase of property located at 334 Foundry Street in Medina, Ohio.

Ord. 225-24

An Ordinance authorizing the Mayor to execute a Purchase Agreement with William B. Young, Administrator of the estate of Leila Hodges, for the purchase of the property located at 334 Foundry Street, Medina, Ohio.
(emergency clause requested)

Ord. 226-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget.

Ord. 227-24

An Ordinance amending Ordinance No. 38-12, passed February 27, 2012, relative to the Park and Sports Field Regulations for the City of Medina.

Medina City Council
December 9, 2024

Ord. 228-24

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Medina, Kokosing Materials Inc., Osborne-Medina and 1000 Lake Holdings LLC, relative to the operation of the Medina Rail Line.
(emergency clause requested)

Ord. 229-24

An Ordinance adopting the Model Emergency Action Plan for use of an Automated External Defibrillator (AED) for the Medina Parks and Recreation Department.

Ord. 230-24

An Ordinance authorizing the Mayor to enter into an Addendum to the Contract with Medical Mutual of Ohio for health care insurance for the employees of the City of Medina for the calendar years 2024 and 2025.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, November 25, 2024

Call to Order:

Medina City Council met in regular session on Monday, November 25, 2024 at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council Pro-Tem Jim Shields, who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and N. DiSalvo.

Also present were the following members of the Administration: Acting Mayor Coyne, Greg Huber, Keith Dirham, Patrick Patton, Chief Kinney, Chief Walters, Kathy Patton, Kimberly Marshall, and Andrew Dutton.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Tuesday, November 12, 2024, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and approved with the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, N. DiSalvo, and R. Haire.

Reports of Standing Committees:

Finance Committee: Mr. Shields stated the Finance Committee has one more meeting for the year which will be on Monday, December 9, 2024.

Public Properties Committee: Mr. Shields had no report.

Health, Safety & Sanitation Committee: Mr. Simpson reported he has no meetings scheduled but reported that he, Mayor Hanwell and Finance Director Keith Dirham attended last Thursday the LST advisory meeting.

Special Legislation Committee: Mr. Rose had no report.

Streets & Sidewalks Committee: Ms. Haire had no report.

Water & Utilities Committee: Ms. Hazeltine had no report.

Emerging Technologies Committee: Ms. DiSalvo stated they are moving forward with the redesign of the city website.

Requests for Council Action:

Finance Committee

24-231-11/25 – Budget Amendments

24-232-11/25 – Tom & Jill Lincoln Foundation Donation / Purchase Agreement

24-233-11/25 – Expenditure – Technology Engineering Group – Municipal Court

24-234-11/25 – Contract with S Cube – Municipal Court

24-235-11/25 – Expenditure over \$35,000 – Signal Service Co. – Service Dept.

24-236-11/25 – Bids, 2025 Material Bids – Service Dept.

24-237-11/25 – Expenditure over \$35,000 – Goodyear Tire & Rubber – Service Dept.

- 24-238-11/25 – Addendum to Medical Mutual of Ohio Healthcare Contract
- 24-239-11/25 – Amend Ord. 38-12 Sports Field Regulations
- 24-240-11/25 – Adopt AED Emergency Action Plan – Parks & Rec Dept.
- 24-241-11/25 – Increase Exp. – Airgas – MCRC
- 24-242-11/25 – Construction Budget – Medina Municipal Court Renovation (Job #1104)
(Note: Budget to be submitted to the City on November 22, 2024)
- 24-243-11/25 – Montville and Medina Township Fire Contracts

Reports of Municipal Officers:

John Coyne III, Acting Mayor, Mr. Coyne commended council for a great job and great work they do and realizes it is a challenging job at times.

The 40th Annual Candlelight Walk was this past weekend. The tree lighting ceremony went well. The weekend festivities with the parade and fireworks all went well with a tremendous amount of people attending. Thank you to MainStreet Medina for their efforts in putting this together and all the volunteers that decorated.

Keith Dirham, Finance Director, Keith stated there are a few things on the agenda tonight that originated with finance, additionally we will be adopting the 2025 budget and our 2025-2029 5-year financial plan tonight. Happy Thanksgiving to everyone.

Greg Huber, Law Department, had no report.

Kimberly Marshall, Economic Development Director, Kimberly stated their grant request was approved for the Brownfield Remediation Program, received the full \$300,000.00 and the match is \$100,000.00 and they will start working on the next steps.

Medina Workforce Talent newsletter is free resourced to our businesses and residents and highlights 4 to 5 companies each week that have job postings. To receive the newsletter go to the City's homepage.

Chief Kinney, Police Department, presented Dispatchers Jennifer Kehoe and Ashley Pesata with a special recognition for their exemplary professionalism and composure as they managed the phone and radio traffic during a recent Amber Alert. Their coordinated efforts ensured clear and timely communication among officers on the scene of the standoff, additionally dispatcher Pesata engaged in direct phone communication with the suspect during the standoff despite the emotionally charged endangered situation dispatcher Pesata worked diligently to deescalate the suspects threats to kill his daughter and she also conveyed real time critical updates to officers on scene while keeping the suspect on the phone enabling the rescue team to take appropriate action. Thanks to the dedication, professionalism, and calm under pressure demonstrated by dispatchers Kehoe and Pesata the situation was resolved and the seven-year-old victim was successfully rescued by law enforcement at the scene. On behalf of the City of Medina and the Medina Police Department Chief Kinney presented letters of accommodation to each of you and thank you for an excellent job.

Joe Toth, LST Director, stated that through the month of October, the Life Support Team responded to 3,097 calls for the City of Medina and for all three entities they responded to 4,790

calls with an increase of 380 from the same time as last year.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, had no report.

Dan Gladish, Building Official, was absent.

Nino Piccoli, Service Director, was absent.

Patrick Patton, City Engineer, Patrick stated there is about 8 days left on the Phase 1 Reagan rehabilitation project.

Andrew Dutton, Planning and Community Development Director, Andrew stated that the City of Medina is seeking two individuals to join the Board of Zoning Appeals. The board made up of entirely Medina City residents plays a crucial roll in reviewing applications for variances and zoning appeals. The validation of these cases is essential for the city's growth. Please go to Medinaoh.org/city-hall/planning/zoning by December 13th.

Confirmation of Mayor's 2025 committee appointments.

Melanie Kasten Krause – Uptown Park Advisory Committee – Exp. 12/31/27

Stephanie Mueller – Uptown Park Advisory Committee – Exp. 12/31/27

Tony Cerny – Board of Building Code Appeals – Exp. 12/31/28

Bruce Bauer – Board of Building Code Appeals - Exp. 12/31/28

Teresa Merkle – Cemetery Commission – Exp. 12/31/28

Theresa Laffey – Cemetery Commission – Exp. 12/31/28

Sam Pietrangelo – Economic Development Committee – Exp. 12/31/28

Rebekah Knaggs – Historic Preservation Board – Exp. 12/31/28

Monica Russell – Planning & Zoning Commission – Exp. 12/31/28

Robert Thompson – Planning & Zoning Commission – Exp. 12/31/28

Richard Kirby – Utility Rate Review Commission – Exp. 12/31/27

Christopher Gates -Utility Rate Review Commission – Exp. 12/31/27

Dave Mueller – Utility Rate Review Commission – Exp. 12/31/27

Mr. Simpson moved to not object to the Mayor's appointments, seconded by Mr. Rose.

Motion passes with the yea votes of P. Rose, J. Shields, D. Simpson, N. DiSalvo, R. Haire, and J. Hazeltine.

Confirmation of Council's 2024 appointment.

Dennie Simpson – Board of Building Code Appeals (Council Rep.) – Exp. 12/31/28

Mr. Simpson moved to approve, seconded by Mr. Rose. Motion passes with the yea votes of J. Shields, D. Simpson, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

Notices, communications and petitions.

There were none.

Unfinished business.

Ord. 187-24 (Third Reading)

An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending various sections of Part II – Planning and Zoning Code. Mr. Dutton explained that these are miscellaneous amendments to the Zoning Code modifications, processes regarding zoning amendments, variances, site plans and conditional zoning certificates, changes to fencing requirements allowing a height exception to be granted by the Planning Commission on corner lots, adjustments to allow roof porches to project ten feet into the rear setback, revisions to parking lot lighting requirements to provide more reasonable regulations concerning lighting coverage and height and creation of general regulations for short term rentals permitting them in areas around uptown Medina in which they currently exist. Reviewed by Planning Commission and recommended for approval. Public hearing was already held.

Mr. Simpson moved for the adoption of Ordinance/Resolution No. 187-24, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 187-24 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

Introduction of visitors.

Ron Knight Jr. resides at 310 Baxter St. and Ken Richardson resides at 1104 Oak Street and are here from the Miracle League. They stated that they are here because 10 years ago the city granted them the use of a ballfield at Sam Masi Park and it will expire on December 15th, 2024. Ken expressed his gratitude to Jansen Wehrley for being so instrumental in working with them and guiding them through a lot including this ground lease all ten years and because of him they have accomplished so much. The Miracle League is a baseball league for individuals with physical and or mental disabilities and this year they included 4-year-olds and their oldest player was 57. They have 160 players that were scheduled to play a baseball game every week from May until the first week in August. A video was presented on all they've accomplished over the last ten years.

Angela Mansier resides at 149 Essex Ln. came to speak on behalf of MainStreet Medina and thank everyone that makes Candlelight Walk so special. Loves the sense of community, the scheduling of so many activities would definitely give an out of towners what and who Medina is.

Introduction and consideration of ordinances and resolutions.

Mr. Simpson moved to Suspend the Rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Ord. 209-24, Res. 210-24, Ord. 211-24, Ord. 212-24, Ord. 213-24, Ord. 214-24, Ord. 215-24, Ord. 216-24, Ord. 217-24. The roll was called and approved by the yea votes of J. Shields, D. Simpson, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

Ord. 209-24

An Ordinance to make appropriations for current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2025. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 209-24, seconded by Mr. Rose. Keith Dirham stated this is our budget for 2025 and is part of the 5-year plan which we will adopt with the next ordinance. The roll was called and Ordinance/Resolution No. 209-24 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Res. 210-24

A Resolution adopting a five-year budget for the City of Medina, Ohio for the period beginning January 1, 2025 through December 31, 2029. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 210-24, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 210-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and N. DiSalvo.

Ord. 211-24

An Ordinance amending Sections 161.13 (C)(5) and 161.13 (C)(6) of the codified ordinances of the City of Medina, Ohio relative to Allocation of Income Tax Funds. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 211-24, seconded by Mr. Rose. Keith stated for 2025 they are moving 1.5% from General Fund to Capital Fund. The Court Project will use up most of the Capital Fund. The roll was called and Ordinance/Resolution No. 211-24 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, N. DiSalvo, and R. Haire.

Ord. 212-24

An Ordinance authorizing the Mayor to enter into an Agreement with the Cleveland Clinic Medina Hospital Life Support Team for the purpose of providing 9-1-1 Dispatch Services. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 212-24, seconded by Mr. Rose. Chief Kinney stated this authorizes the mayor to enter into this contract with Cleveland Clinic Medina the Life Support Team for the purposes of providing 911 dispatch services. The roll was called and Ordinance/Resolution No. 212-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, N. DiSalvo, R. Haire, and J. Hazeltine.

Ord. 213-24

An Ordinance authorizing the Mayor to enter into an Agreement with Medina Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communication Services on behalf of the residents of the township. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 213-24, seconded by Mr. Rose. Chief Kinney stated this is the contract for dispatch services for the residents of Medina Township. The roll was called and Ordinance/Resolution No. 213-24 passed by the yea votes of J. Shields, D. Simpson, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

Ord. 214-24

An Ordinance authorizing the Mayor to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communication Services on behalf of the residents of the township. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 214-24, seconded by Mr. Rose. Chief Kinney stated this is the dispatch contract for Montville Township. The roll was called and Ordinance/Resolution No. 214-24 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

Ord. 215-24

An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) / Requests for Qualifications (RFQ'S) for Permitting and Code Enforcement Software for the Community Development Department. Mr. Simpson moved for the adoption of

Ordinance/Resolution No. 215-24, seconded by Mr. Rose. Andrew Dutton stated the new software is to incorporate capabilities not offered in the department's current software such as online permitting submittal, adequate Cloud data storage, workflow management and document generation. The roll was called and Ordinance/Resolution No. 215-24 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Ord. 216-24

An Ordinance authorizing the Job Creation Grant Agreement for Famous Supply Co.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 216-24, seconded by Mr. Simpson. Kimberly Marshall stated this is for the purpose of constructing a new warehouse facility located at 160 Commerce Drive. Job Creation Grant payments are funded through non-income tax generated revenue. The roll was called and Ordinance/Resolution No. 216-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and N. DiSalvo.

Ord. 217-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget. Mr. Shields moved for the adoption of Ordinance/Resolution No. 217-24, seconded by Mr. Simpson. Keith stated as they are coming to the end of the year they are moving appropriations around to cover expenditures. The roll was called and Ordinance/Resolution No. 217-24 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Council Comments:

Dennie thanked George and Angela, Main Street Medina, City staff including Police and Fire for all their hard work during this Candlelight walk, parade and fireworks. Happy Thanksgiving and be kind to one another.

Ms. Haire reminded the residents since it's getting darker sooner, keep in mind the deer, and be safe driving.

Natalie DiSalvo stated as pedestrians we need to be aware, and know that e-bikes are not supposed to be operated on the sidewalks here in Medina. Happy Holidays.

Mr. Shields gave a shout out to Mr. Piccoli stating that we are all thinking about him and wishing him the best.

Adjournment

There being no further business, the meeting adjourned at 8:12 p.m.

Kathy Patton, Clerk of Council

Jim Shields, President of Council Pro-Tem

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43088-9005
(614)844-2380 FAX(614)844-3188

TO

3304021		TRFO	GRAB N GO ENTERPRISES LLC	
PERMIT NUMBER		TYPE	DBA GRAB N GO DRIVETHRU & PUB	
10	01	2023		
ISSUE DATE		236B N STATE RD & PATIO		
11	08	2024		
FILING DATE		MEDINA OH 44256		
D1	D2	D3	D6	
PERMIT CLASSES				
52	077	C	F32387	
TAX DISTRICT		RECEIPT NO.		

FROM 11/13/2024

3304053			GRAB N GO FIREWOOD LLC	
PERMIT NUMBER		TYPE	DBA GRAB N GO BEVERAGE & MARKET	
10	01	2023		
ISSUE DATE		236B N STATE RD & PATIO		
11	08	2024		
FILING DATE		MEDINA OH 44256		
D1	D2	D3	D6	
PERMIT CLASSES				
52	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 11/13/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/16/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **C TRFO 3304021**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256

ORDINANCE NO. 218-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH S CUBE, INC. FOR THE RECONFIGURATION OF THE E-FILING PROCESS AT MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to an Agreement with S Cube, Inc. for the reconfiguration of the eFiling process at Medina Municipal Court.
- SEC. 2:** That the funds to cover the agreement are available in Account No. 167-0705-52215.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** 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. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not hold up the process any further; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

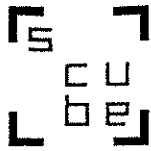
ATTEST: _____

Clerk of Council

APPROVED: _____

SIGNED: _____

Mayor



ORD. 218-24
Exh. A

[s]Cube Proposal
to provide
eFiling Configuration
for
Medina Municipal, OH Court

Friday November 7th, 2024

Prepared for: Medina Municipal Court

[s] Cube Inc.
1462 Erie Blvd.
Schenectady, NY 12305



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OVERVIEW

[s]Cube Inc ([s]Cube) is pleased to submit this Proposal for the configuration of the eFiling process within Benchmark for **Medina Municipal Court, Medina Ohio (Client)**.

[s]Cube will configure and deliver a working eFiling process and system within the benchmark application that will satisfy the eFiling mandate of the state of Ohio.

BACKGROUND

The Medina Municipal Court has jurisdiction over, Brunswick and Medina; the townships of Brunswick Hills, Chatham, Granger, Hinckley, Lafayette, Litchfield, Liverpool, Medina, Montville, Spencer, and York; and the villages of Chippewa Lake and Spencer. The court has jurisdiction over misdemeanor and traffic cases, as well as preliminary felony hearings, civil cases up to \$15,000 and small claims cases which do not exceed \$6,000.d \$6,000.

In recent years, the Court has sought to modernize its service delivery through investment in various IT related resources, including a modern "CMS" (Court Management System) known as "Benchmark," but which also includes a variety of other IT infrastructure, including computers, networks and related network equipment, servers, routers, printers, and more.

The Court currently lacks the functionality within the Benchmark application to perform state mandated eFiling services.

[s]Cube is a privately held IT services company with its corporate office located in upstate New York. The company was founded in 2015. Today, [s]Cube has more than fifty employees and performs its operations throughout the United States and Canada.

A core competency for [s]Cube is providing software and infrastructure IT related support services to municipal courts across the United States. [s]Cube has developed a deep skill set in the day-to-day operations of modern courts, which are seeking to utilize technology to manage the operations of the court while servicing their communities with efficient, accurate and online court services that are demanded by today's more technically savvy public.

[s]Cube has also worked extensively with several platform providers including Catalis (formerly known as "Pioneer Technologies"), manufacturers of the "Benchmark" Court Management software, which is operated by the Court. [s]Cube was engaged by Catalis to assist with supporting the Court with this implementation and is thus well versed in the Court's IT systems and challenges.



1. Project Overview:

This Statement of Work ("SOW") will serve as a contractual agreement between [s]Cube Inc. (Contractor) and Medina Municipal Court (Customer) for the project defined in the details below.

The objective of this project is to configure eFiling within the Benchmark application and ensure it operates to the standards of the court to satisfy the eFiling mandate of the state of Ohio for municipal courts.

2. Project Scope:

- A. Establish access to the court environment, review the technical architecture and ensure proper technical requirements are in place to support the eFiling Configuration.
- B. Create and set up a full wing to wing test environment so that eFiling can be tested through the full life cycle.
- C. Work with court to get test payment environment set up, and review existing payment provider contract (Note: court may need to amend contract with Payment provider to support eFiling)
- D. Review the needs of the specific court type, case types that will require eFiling, and document the process from beginning to end on how eFiling ling should work for the court.
- E. Perform Configuration of eFiling in the systems, (Court Type, Case Types, Docket Codes, Fees, Unser Permissions and rights.
- F. Configure case lists, payment types, and settings to support eFiling.
- G. Work
- H. Review and develop specific eFiling reports that will be needed to support the eFiling process.
- I. Test eFiling process inclusive of payment and ensure all processes are working in accordance with the eFiling process documentation.
- J. Perform all corrective updates to configuration
- K. Perform super user training on the eFiling process and make a recorded video. Develop eFiling training documentation.
- L. Provide 2 (2-hour training session for external end users, 1 training session for internal end users)
- M. Migrate eFiling configuration from test to Live environment.
- N. Provide initial 30 days support.

3. Project Deliverables:

- Appropriately skilled labor as specified herein to configure the Benchmark system for eFiling as generally described above, and as directed in detail by Medina Municipal Court resources.
- Adequate documentation of those services to facilitate implementation and future support efforts.
- Timely meetings and communications about project status and blockers as necessary.



- Technical Support, within the constraints of the details provided below.

4. Project Timeline and Term:

- The service deliverables are expected to be completed within 120 days of execution of this SOW.
- Technical support and fixes may run beyond this timeframe. Unexpected project delays based on system; client availability may impact this timeframe as well.
- Any and all work beyond that deadline will require the written approval of both parties.

5. Project Team:

The [s]Cube project team will consist of:

- Scott Mogavero (Project oversight / Configuration)
- Josh Sowards (Configuration resource)
- Jeffrey Battersby (Configuration Resource)
- Zack Sowards (Configuration Resources)
- Cheng Lin (Reports)
- Joshua Stein (Configuration)

The Medina Municipal Court project leadership and team will consist of:

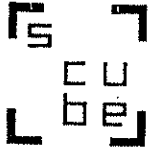
- Josh Strong
- Mike Kovak

6. Assumptions and Dependencies:

- [s]Cube resources will require the following:
 - Access to courts servers appropriate servers (typical, SWL, Web, APP).
 - Access to a testing environment where code can be tested prior to handoff.
 - Appropriate systems access required for the project.
 - Timely and thorough acceptance testing feedback such that bugs and issues can be addressed efficiently.

7. Labor Estimates:

As detailed above, [s]Cube has estimated the labor required to complete the work will not exceed 300 hours. Details of the subtask estimates to support these totals are provided in the "Project Scope" section above.



8. Cost and Payment Terms:

- [s]Cube agrees to provide the labor for the duration of the for a time and material rate of \$140.00. The client will be billed hourly on a monthly basis with a not to exceed 300 hours or \$42,000.00. for the completion of the contract.
- Any work outside the scope of the project that has been defined in this SOW will require a change order that would have to be agreed upon and signed by both parties..
- Payment terms will be net 30 from date of invoice billed monthly.

9. Additional Expenses:

Any additional expenses incurred beyond the agreed project scope will be communicated and approved by both parties prior to moving forward with any such activities.

10. Out of Scope:

The following items are explicitly excluded from the scope of this project:

- Customization or development of solutions beyond the requirements detailed in this proposal.
- Hours for development or technical support of any kind beyond the terms defined in the “Cost and Payment Terms” section.

11. Change Management:

Any proposed changes to the project scope, timeline, or budget must be submitted in writing and approved by the project sponsor and stakeholders.

12. Governance:

Regular project status meetings (at least weekly) will be held to review progress, address issues, and ensure alignment with project objectives.

13. Confidentiality:

All project-related information and materials are considered confidential and shall not be disclosed to third parties without prior consent. All SOW terms are also subject to the mutual NDA which was executed between the parties in September of 2024.



14. ACCEPTANCE:

Medina Municipal Court

Name:

Title:

Date:

[s]Cube

Name:

Title:

Date:

ORDINANCE NO. 219-24

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$60,000 TO SIGNAL SERVICE COMPANY FOR THE STREET DEPARTMENT.

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

- SEC. 1:** That the expenditure of \$60,000.00 is hereby authorized to Signal Service Company for the Street Department.
- SEC. 2:** That the funds to cover this expenditure in the amount of \$60,000.00, are available in Account No. 105-0610-53321.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** 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. 5:** 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

ORDINANCE NO. 220-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR A ONE YEAR SUPPLY OF THE VARIOUS KINDS OF MAINTENANCE MATERIALS NEEDED FOR THE STREETS AND WATER LINES, INCLUDING BUT NOT LIMITED TO SALT, THE CHEMICALS FOR USE IN THE TREATMENT OF WATER, AND WATER METERS TO BE USED BY THE VARIOUS DEPARTMENTS OF THE CITY OF MEDINA, OHIO.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for a one year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters, to be used by the various departments of the City of Medina in accordance with specifications on file in the office of the Mayor.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____

Mayor

ORDINANCE NO. 221-24

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO GOODYEAR TIRE AND RUBBER COMPANY FOR THE SANITATION DEPARTMENT.

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

SEC. 1: That the expenditure of \$65,000.00 is hereby authorized to Goodyear Tire and Rubber Company for the Sanitation Department.

SEC. 2: That the funds to cover this expenditure in the amount of \$65,000.00 are available in Account No. 514-0543-53321.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 4: 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. 5: That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 222-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR FIRE SERVICES WITH MONTVILLE TOWNSHIP.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Contract for Fire Services between Montville Township and the City of Medina.
- SEC. 2:** That a copy of the Contract for Fire Services is marked Exhibit A, attached hereto and incorporated herein, and is subject to the final approval of the Law Director.
- SEC. 3:** That the effective date of this Agreement shall be January 1, 2025, and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2028.
- SEC. 4:** 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. 5:** 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

CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MONTVILLE TOWNSHIP

ORD. 222-24
Exh. A.

This Agreement is made and concluded at Medina, Ohio by and between the City of Medina (hereafter "Medina") and the Township of Montville (hereafter "Montville") in accordance with Ohio Revised Code 9.60.

INTRODUCTION

Medina operates a Fire Department (hereafter "Medina Fire Department"), and by agreement, has provided fire protection services to Montville. The parties enter into this fire protection agreement to replace all former fire protection agreements. The parties agree that their relationship pursuant to this Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The Medina Fire Department shall respond to all fire alarms generated as a result of fires in Montville with the equipment and personnel deemed necessary and appropriate by Medina, and to select EMS calls as approved by the Medina Hospital Medical Director. Medina will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will Medina or Medina Fire Department be in default of this Agreement if Medina is not able to effectively combat a fire in Montville for any reason whatsoever, provided Medina has used its best efforts, given all of the circumstances, to combat the fire or provide rescue.
2. In accordance with Ohio Revised Code 9.60(E), Chapter 2744 of the Revised Code, as it is applicable to the operations of Medina and The Medina Fire Department shall apply to this agreement.
3. The effective date of this Agreement shall be January 1, 2025 and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2028.
4. This agreement covers current staffing Monday thru Sunday, 8 a.m. until midnight. This also includes the integration of overnight staffing, midnight to 8 a.m.
5. The Township agrees to pay the City for services as provided herein.

2025 - \$323,411	2026 - \$342,816	2027 - \$363,385	2028 - \$385,188
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6. Medina shall invoice Montville for the service fee in the month of January for each given year. Montville shall have thirty (30) days to pay the fees as invoiced by Medina.
7. The City shall have complete use of all fire apparatus and its deployment. The City will provide general maintenance of the equipment. The city will pay the first \$5000 for repair/maintenance. The Township will be responsible for costs over the \$5,000 threshold. This \$5000 threshold shall reflect single item/issue repairs, not an aggregate repair amount. Any replacement/purchase of equipment or apparatus shall occur only by agreement between the City and the Township as to the necessity of cost and if purchase or replacement is needed. The Township may (at their expense) have a third-party inspection made of said equipment on an annual basis. The Township agrees to set aside reasonable funds to replace the fire apparatus and equipment as is reasonable.
8. Medina shall at no additional fee provide the following administrative services:
 - (a) Fire inspections, enforcement of fire codes, review of plans for new construction projects and consultation with builders and developers, including participation in the Medina County Planning Commission meetings dealing with proposed new developments in Montville.
 - (b) Inspect residential properties to identify circumstances of risk to life or property at the request of the property owner or Montville.
 - (c) Assist in the development of a community relations program, including the following topics:
 - i. Public awareness and cooperation to manage the fire risk.
 - ii. Promote community understanding of the fire department.
 - iii. Fire safety education.
 - (d) Provide Montville with the necessary expertise and the services in the handling of hazardous material emergencies and other disasters.
 - (e) Work with Montville in updating its emergency plans to identify the kinds of protection needed in the future.
 - (f) Fire hydrant inspections shall remain the sole responsibility of the Medina County Sanitary Engineer and/or the City of Medina Fire Department.
 - (g) Furnish Montville with written quarterly reports outlining all fire suppression and fire prevention activities in Montville for the preceding quarter.
 - (h) The Medina Fire Chief will appear before the Montville Township Trustees as requested by the Trustees at a Trustee meeting and give an oral report of activities as requested by the Montville Township Trustees.
9. It is understood and agreed by the parties that Medina has sole, exclusive control of its Fire Department budget. Montville may present budget suggestions to Medina prior to completion of the budgeting process.

10. Recognizing that demands for services and that the cost of services change over time, Medina and Montville agree that should either party feel that conditions of the contract are no longer to their advantage, either may notify the other of a desire to renegotiate this contract. The parties specifically recognize that if either party has a fire department that becomes full time, partial full time, or a part of a fire district, this contract will, in fact, be renegotiated. If either party terminates this contract, the Service Fee will be prorated up to the point of termination with Montville being reimbursed for the amount of the Stand-by Fee not used after the date of termination of this contract.
11. This Agreement does not address, cover, or in any way relate to or involve fees and monies charged for police and/or fire dispatch responsibilities or duties, but the fee will cover fire dispatch.
12. Medina and Montville shall each maintain general liability insurance coverage in the aggregate amount of not less than \$3,000,000.00, with limits of no less than \$1,000,000.00 per incident, to cover liabilities associated with performance of duties under this agreement.
13. Either party may terminate this Agreement during its terms or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the sixth (6th) full month after receipt of notice.
14. This Agreement and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Montville Township Trustees and by the Council of the City of Medina.

15. Any notice required by this Agreement shall be submitted to the parties as follows:

CITY OF MEDINA Attn: Mayor 132 North Elmwood Avenue Medina, OH 44256	MONTVILLE TOWNSHIP c/o Township Fiscal Officer 6665 Wadsworth Road Medina, OH 44256
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Copies of all notices required by this Agreement shall be sent to:

CITY OF MEDINA Attn: Fire Chief 300 W. Reagan Parkway Medina, OH 44256	cc: MEDINA COUNTY PROSECUTOR 72 Public Square Medina, OH 44256
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16. This Agreement shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Agreement shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this _____ day of _____, 2024.

CITY OF MEDINA

Witness

By: _____

MAYOR DENNIS HANWELL

BOARD OF TRUSTEES OF

MONTVILLE TOWNSHIP

Witness

By: _____

By: _____

By: _____

As authorized by Resolution No. _____

Approved to as form

GREGORY A. HUBER, Law Director

City of Medina

MICHAEL K. LYONS

Assistant Medina County Prosecuting Attorney

Montville Township Equipment Replacement Schedule
APPENDIX A

Unit #	Year	Mileage	Make	Station	Replace
Engine 1	2012	58,517	Navistar Terrastar	3	2027
Engine 5	2013	28,149	Smeal Class A	5	2033

ORDINANCE NO. 223-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR FIRE SERVICES WITH MEDINA TOWNSHIP.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Contract for Fire Services between Medina Township and the City of Medina.
- SEC. 2:** That a copy of the Contract for Fire Services is marked Exhibit A, attached hereto and incorporated herein, and is subject to the final approval of the Law Director.
- SEC. 3:** That the effective date of this Agreement shall be January 1, 2025, and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2028.
- SEC. 4:** 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. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MEDINA TOWNSHIP

ORD. 223-24
EXH. A

This Agreement is made and concluded at Medina, Ohio by and between the City of Medina (hereinafter "the City") and the Township of Medina (hereinafter "the Township"), jointly, "the Parties" in accordance with Ohio Revised Code 9.60.

INTRODUCTION

The City operates a Fire Department (hereafter "Medina Fire Department"), and by agreement, has provided fire protection services to the Township. The parties enter into this fire protection agreement to replace all former fire protection agreements. The parties agree that their relationship pursuant to this Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The Medina Fire Department shall respond to all fire alarms generated as result of fires in the Township with the equipment and personnel deemed necessary and appropriate by the City, and to select EMS calls as approved by the Medina Hospital Medical Director. Medina will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will the City or Medina Fire Department be in default of this Agreement or if Medina Fire Department is not able to effectively combat a fire in Medina Township for any reason whatsoever, provided Medina has used its best efforts, given all of the circumstances, to combat the fire or provide rescue.
2. In accordance with Ohio Revised Code 9.60(E), Chapter 2744 of the Revised Code, as it is applicable to the operations of Medina and The Medina Fire Department shall apply to this agreement.
3. The effective date of this Agreement shall be January 1, 2025 and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2028.
4. This agreement covers current staffing Monday thru Sunday, 8 a.m. until midnight. This also includes the integration of overnight staffing, midnight to 8 a.m.
5. The Township agrees to pay the City for services as provided herein.

2025 - \$404,264	2026 - \$428,520	2027 - \$454,231	2028 - \$481,485
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6. Medina shall invoice The Township for service fees in the month of January for each given year. The Township shall have thirty (30) days to pay the fees as invoiced by Medina.
7. The City shall have complete use of all fire apparatus and its deployment and all Township owned equipment. The City will provide general maintenance of the equipment. The City will pay the first \$5,000 for repair/maintenance. The Township will be responsible for costs over the \$5,000 threshold. This \$5,000 threshold shall reflect single item/issue repairs, not an aggregate repair amount. Any replacement/purchase of equipment or apparatus shall occur only by agreement between the City and the Township as to the necessity of cost and if purchase or replacement is needed. The Township may (at their expense) have a third-party inspection made of said equipment on an annual basis. The Township agrees to set aside reasonable funds to replace the fire apparatus and equipment as is reasonable. The City agrees to create a spreadsheet of anticipated replacement years for the fire trucks. (See Appendix A attached hereto.)
8. Township property/equipment deemed unnecessary can be taken out of service and returned to the Township for them to do with what they want. If equipment needs to be replaced or purchased, the Township needs a written request giving reasonable time for the Township to budget said request. This clause does not apply to equipment that must be purchased on an emergency basis provided both parties agree to the emergency purchase.
9. Township fire station located on Nettleton Road may be utilized by the City and Medina Fire Department during the duration of this agreement. The Township shall be responsible for maintenance and repair of the stations and associated real property unless damages or need for maintenance to the station building and/or real property is caused by the City or Medina Fire Department's negligence or negligent operation during use of the facility. Said maintenance shall include all utilities, cleaning and operating supplies. The City shall provide basic property maintenance: mowing /trimming of grass, snow/ice removal of sidewalks and area immediate to the station & bays. The City or Medina Fire Department shall maintain all apparatus in a clean and ready-to-operate condition.
10. The City shall at no additional fees provide the following administrative services:
 - (a) Fire inspections, enforcement of fire codes, review of plans for new construction projects and consultation with builders and developers, including participation in the Medina County Planning Commission meetings dealing with proposed new developments in The Township.
 - (b) Inspect residential properties to identify circumstances of risk to life or property at the request of the property owner or the Township.
 - (c) Assist in the development of a community relations program, including the following topics:
 - i. Public awareness and cooperation to manage the fire risk.
 - ii. Promote community understanding of the fire department.
 - iii. Fire safety education.
 - (d) Provide the Township with the necessary expertise and the services in the handling of hazardous material emergencies and other disasters.

- (e) Work with the Township in updating its emergency plan to identify the kinds of protection needed in the future.
 - (f) Fire hydrant inspections shall remain the sole responsibility of the Medina County Sanitary Engineer and/or the City of Medina Fire Department.
 - (g) Furnish the Township with written monthly reports outlining all Incident response and fire prevention activities in the Township for the preceding month.
 - (h) The Medina Fire Chief will appear before the Township Trustees as requested for cause, by the Trustees at a Trustee meeting and give an oral report of activities as requested by the Medina Township Trustees. This does not require the Chief to attend all township meetings.
11. It is understood and agreed by the parties that Medina has sole, exclusive control of its Fire Department budget. The Township may present budget suggestions to Medina prior to completion of the budgeting process.
 12. Recognizing that demands for services and that the cost of services change over time, Medina and the Township agree that should either party feel that conditions of the contract are no longer to their advantage, either may notify the other of a desire to renegotiate this contract. The parties specifically recognize that if either party has a fire department that becomes full time, partial full time, or a part of a fire district, this contract will, in fact, be renegotiated. If either party terminates this contract, the Service Fee will be prorated up to the point of termination with the Township being reimbursed for the amount of the Service Fee not used after the date of termination of this contract.
 13. This Agreement does not address, cover, or in any way relate to or involve fees and monies charged for police and/or fire dispatch responsibilities or duties, but the fee will cover fire dispatch.
 14. Medina and Medina Township shall each maintain general liability insurance coverage in the aggregate amount of not less than \$3,000,000.00, with limits of no less than \$1,000,000.00 per incident, to cover liabilities associated with performance of duties under this agreement.
 15. Either party may terminate this Agreement during its terms or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the sixth (6th) full month after receipt of notice.
 16. This Agreement and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Medina Township Trustees and by the Council of the City of Medina.

17. Any notice required by this Agreement shall be submitted to the parties as follows:

CITY OF MEDINA
Attn: Mayor
132 North Elmwood Avenue
Medina, OH 44256

MEDINA TOWNSHIP
c/o Township Fiscal Officer
3799 Huffman Road
Medina, OH 44256

Copies of all notices required by this Agreement shall be sent to:

CITY OF MEDINA
Attn: Fire Chief
300 W. Reagan Parkway
Medina, OH 44256

cc:

18. This Agreement shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Agreement shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this _____ day of _____, 2024.

CITY OF MEDINA

Witness

By: _____
MAYOR DENNIS HANWELL

Witness

BOARD OF TRUSTEES OF
MEDINA TOWNSHIP
By: _____
By: _____
By: _____

As authorized by Resolution No. _____

Approved to as form

GREGORY A. HUBER, Law Director
City of Medina

Attorney for Medina Township

**Medina Township Equipment Replacement Schedule
APPENDIX A**

Unit #	Year	Mileage	Make	Station	Replace
Rescue 6	2005	15,955	Pierce	6	Sale is recommended
Engine 6	2012	57,735	Pierce	6	2030
Car 2	2014	32,612	Ford Explorer	1	2026
Brush 6	2008	21,878	Ford/Wildland	1	2028
Engine 7	2001	72,604	Pierce	3	2032

RESOLUTION NO. 224-24

A RESOLUTION ACCEPTING A DONATION FROM THE TOM AND JILL LINCOLN FOUNDATION TO BE USED FOR THE PURCHASE OF PROPERTY LOCATED AT 334 FOUNDRY STREET IN MEDINA, OHIO.

WHEREAS: *The Tom and Jill Lincoln Foundation* have graciously donated \$120,500.00 to the City of Medina toward the purchase of property located at 334 Foundry Street, Medina, Ohio.

WHEREAS: \$20,500.00 will be applied toward demolition of the house on the property.

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

SEC. 1: That Medina City Council, by this Resolution, recognize, commend, and express their sincere thanks and appreciation to *the Tom and Jill Lincoln Foundation* for this recent generous donation.

SEC. 2: That a signed copy of this Resolution shall be presented to *the Tom and Jill Lincoln Foundation* in appreciation for their valued services in the public interest of the City of Medina, Ohio.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

ORDINANCE NO. 225-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH WILLIAM B. YOUNG, ADMINISTRATOR OF THE ESTATE OF LEILA HODGES, FOR THE PURCHASE OF THE PROPERTY LOCATED AT 334 FOUNDRY STREET, MEDINA, OHIO, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized to execute a Purchase Agreement with William B. Young, Administrator of the estate of Leila Hodges, for the purchase of the property located at 334 Foundry Street, Medina, Ohio, known as Permanent Parcel No. 028-19A-16-017.

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

SEC. 3: That the funds to cover this purchase, in the amount of \$120,500.00, are available in Account No. 104-0301-54411.

SEC. 4: 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. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the property needs to transfer out of Probate Court as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

AGREEMENT FOR SALE AND PURCHASE OF
REAL ESTATE AND ESCROW INSTRUCTIONS

ORD. 225-24
Exh. A

THIS AGREEMENT, made and entered into at Medina, Ohio, by and between **WILLIAM B. YOUNG, Administrator of the Estate of Lelia Hodges**, hereinafter referred to as SELLER, and the **City of Medina, Ohio, an Ohio Municipal Corporation**, hereinafter referred to as BUYER,

WITNESSETH:

1. **Premises:** SELLER agrees to sell and convey to BUYER and BUYER agrees to buy, for the purchase price and upon the terms and conditions hereinafter set forth, certain real Premises located in the City of Medina, County of Medina and State of Ohio, known for street purposes as 334 Foundry Street, Medina, OH 44256 (the "Premises"), Permanent Parcel No. 028-19A-16-017, and being more fully described on the attached Exhibit A, made a part hereof by reference.

2. **Purchase Price:** The BUYER does hereby agree and herewith binds itself and its successors and assigns to pay or cause to be paid to the SELLER, their heirs and assigns, for the premises being sold and conveyed, and the SELLER agrees to accept therefor, the sum of One Hundred Thousand Dollars (\$100,000.00), payable in U.S. dollars cash.

3. **Contingencies:**

(a) Grant Request: BUYER's obligation to purchase is contingent upon BUYER receiving grant funding from the Tom and Jill Lincoln Foundation in an amount no less than \$120,500.00.

(b) Court Approval: This agreement is made and accepted on the express condition that the SELLER obtains approval of the sale by the Medina County Probate Court.

4. **Escrow Agent:** The SELLER and the BUYER mutually appoint and designate **TRANSFER TITLE AGENCY**, 748 N. Court Street, Medina, Ohio 44256, telephone numbers (800) 635-5512, (330) 725-4214, facsimile number (330) 725-3145, www.transfertitle.com, as escrow agent in connection with this transaction. A copy of this Agreement shall serve as escrow instructions to said Escrow Agent, subject to its Standard Conditions of Escrow Acceptance, provided that in the event of any conflict between the terms and provisions hereof and said Standard Conditions of Escrow Acceptance, the terms and provisions hereof shall govern. Any notices to be given by the escrow agent shall be sent to the parties at the addresses shown below by certified U.S. Mail or personal delivery.

5. **Deed of Conveyance:** The SELLER agrees to convey to the BUYER a good and merchantable title to the premises, in fee simple, by Fiduciary deed, free and clear of all liens and encumbrances, except subject to all legal highways; zoning ordinances; easements and rights-of-way of record, if any; oil and gas leases of record, if any; and taxes and assessments for tax year 2024, which are to be prorated and thereafter assumed by the BUYER pursuant to item 10, below.

6. **Title Insurance:** SELLER agrees to furnish to BUYER an ALTA Owner's Fee Policy of title insurance in the amount of the purchase price to be issued by **CHICAGO TITLE INSURANCE CO.**, or such other reputable title insurance company that may be selected by the escrow agent, showing title to the premises to be good in the BUYER subject only to the exceptions stated above.

7. **Closing:**

(a) SELLER and BUYER agree that all funds and documents necessary for the completion of this transaction shall be deposited in escrow within thirty (30) days of both contingencies referenced in Item 3, above, being satisfied.

(b) The escrow agent is hereby instructed to close this transaction as soon as all funds and documents are received in escrow and all contingencies are met, provided that the title company selected to issue the title guarantee will, upon filing of the deed for record, issue its policy of title insurance as provided for herein.

8. **Expenses of Sale:** The parties agree that the following costs and expenses attributable to this transfer are chargeable to SELLER: Medina County real property transfer tax and Auditor's per parcel charge; cost of title examination, title policy premium; deed preparation costs; escrow fee, recording fees for recording the deed, and

Purchase Agreement

Seller's initials & date

Buyer's initials & date

SELLER's attorney fees. BUYER shall be responsible for any and all costs of surveys and inspections; and any other charges incurred at the request of the BUYER, if any.

9. **Possession and Rental Period:** BUYER shall be entitled to possession of the Premises thirty (30) days after closing.

10. **Proration of Real Estate Taxes:** All real estate taxes and assessments that are due and payable for tax year 2023 and which have not been paid shall be paid out of escrow by the escrow agent and charged to the SELLER. All real estate taxes and assessments for tax year 2024 that are a lien but not yet due and payable are to be prorated to date of transfer of record title based on the last established rates and valuations. The prorated tax amount shall be credited to the BUYER in the escrow, and thereafter all real estate taxes and assessments are assumed by the BUYER. BUYER acknowledges that the actual 2024 tax bill may be higher due to adjustments made by the Medina County Auditor in the tax appraisal value of the property as a result of this transaction or changes in voted millage and that the BUYER assumes such increases, if any.

11. **Defects in Title:** If the title company selected to issue the title guarantee is unable to issue its title guarantee as provided for herein because of any defects or encumbrances in the title of the premises or any part thereof not excepted hereinabove, the escrow agent is hereby requested to notify both the SELLER and the BUYER of any such defects or encumbrances and the SELLER shall have thirty (30) days after receipt of such notice in which to cure such defect or remove such encumbrances, and the closing date extended for a like period of time. If such defect or defects are not cured or such encumbrances are not removed within thirty (30) days after notice received from the escrow agent, then BUYER shall, by written notice given to SELLER and the escrow agent, within ten (10) days after the expiration of said thirty (30) day period, elect to accept title to the premises subject to such defects or encumbrances, with no abatement in the purchase price, with the covenants in the deed modified accordingly, and with the additional exceptions or encumbrances shown on the title guarantee and deed, or terminate this Agreement. If no election to terminate this Agreement by the BUYER is received by the escrow agent to terminate this Agreement, the BUYER shall be deemed to have elected not to terminate this Agreement and the covenants in the deed and title guarantee shall be modified accordingly. In the event of the termination of this Agreement by the BUYER pursuant hereto, all instruments and funds deposited with the escrow agent or SELLER shall immediately be returned to the party depositing same and the SELLER shall pay all fees, if any, of the escrow agent and all costs of title work done to that time, and thereafter neither the BUYER nor the SELLER shall be liable to the other hereunder.

12. **Condition of Premises:** BUYER acknowledges that the SELLER is selling the premises as an asset from a decedent's estate and SELLER has not personally occupied the premises. BUYER acknowledges that SELLER is not required to provide an Ohio Residential Property Disclosure Form and that SELLER has made no representations as to the condition of the premises. BUYER is purchasing the premises in AS IS condition. BUYER acknowledges that they had an unimpeded opportunity to examine the Premises and that BUYER relies solely upon their own inspection and judgment when accepting the Premises in AS IS condition. BUYER may cause the premises to be inspected at BUYER's sole cost and expense. SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law (Megan's Law). BUYER acknowledges that the information disclosed, if any, may no longer be accurate and accepts sole responsibility to confirm with the applicable law enforcement agency the accuracy of the information.

13. **Damage or Destruction of Property:** Risk of loss to the property the subject of this contract from fire or other casualty shall be borne by SELLER until delivery of deed, provided that if said property is substantially damaged or destroyed by fire or other casualty prior to the closing of the transaction, the BUYER may (1) elect to proceed with the transaction in which event the BUYER shall be entitled to all insurance money, if any, payable to the SELLER under any and all policies of insurance covering the property so damaged or destroyed, or (2) elect to rescind the contract in which event all parties hereto shall be released from all liability hereunder. If the BUYER elects to rescind the contract, it shall so notify the SELLER in writing within ten (10) days after the BUYER has been given written notice of such damage or destruction. Failure by the BUYER to so notify the SELLER shall constitute an election to proceed with the transaction.

14. **No Real Estate Broker:** SELLER and BUYER warrant and represent that they have not employed nor utilized the services of any real estate broker in connection with the negotiation of the transaction contemplated in this Agreement. If any broker shall claim compensation against either party by reason of the challenged representation of the other party, the party whom such broker purports to have represented shall hold the other

Purchase Agreement

Seller's initials & date

Buyer's initials & date

party harmless from, and defend such other party against, any such claim for compensation.

15. **Notices:** All notices herein required or permitted to be served by the SELLER, BUYER or Escrow Agent shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of notice by registered or certified mail, return receipt requested, courier service such as Federal Express, personal service or via facsimile transmission followed by mailing by regular mail shall be sufficient service.

16. **Assignment:** BUYER shall not assign this Agreement or any interest under it prior to closing unless SELLER first consents in writing to the assignment.

18. **Miscellaneous:** This agreement constitutes the entire agreement between the parties hereto, there being no outside representations, warranties or promises whatsoever. The parties hereto agree that **time is of the essence** in this Agreement. The covenants, provisions and conditions of this Agreement shall be binding upon, and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. The terms and conditions of this agreement to be performed by SELLER shall survive the delivery and acceptance of the deed. This agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, SELLER and BUYER have executed four (4) copies of this three-page Agreement on the date indicated by each signature, each copy of which may be considered an original without presentation of the other.

BUYER:

date

CITY OF MEDINA, OHIO
BY: Dennis Hanwell, Mayor
132 N. Elmwood Ave., Medina, OH 44256
Tel. No. 330.722.7020
E-mail: dhanwell@medinaoh.org

SELLER:

date

WILLIAM B. YOUNG, Administrator of the Estate of Lelia Hodges
105 W. Liberty St., Medina, OH 44256
Tel. No. (330) 725-6666
E-mail: byoung@wblawmedina.com

Prepared by:
William B. Young, Esq.
Williams and Batchelder, LLP
105 West Liberty Street
Medina, Ohio 44256

ORDINANCE NO. 226-24

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,
PASSED NOVEMBER 28, 2023. (Amendments to 2024 Budget)**

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

SEC. 1: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0210-53322	16,607.84 *
001-0743-52215	3,200.00 *
104-0301-54411	120,500.00 *
135-0130-52215	140,000.00 *
171-0301-54411	2,068.51

SEC. 2: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
171-0650-54411	2,068.51

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

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 227-24

AN ORDINANCE AMENDING ORDINANCE NO. 38-12, PASSED FEBRUARY 27, 2012, RELATIVE TO THE PARK AND SPORTS FIELD REGULATIONS FOR THE CITY OF MEDINA.

WHEREAS: Ordinance No. 139-08, passed July 14, 2008, adopted the Park and Sports Field Regulations for the City of Medina; and

WHEREAS: It has been determined that it is necessary to update these regulations, requiring re-adoption.

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

SEC. 1: That Ordinance No. 38-12, passed February 27, 2012 is hereby amended and the updated Park and Sports Field Regulations for the City of Medina are hereby adopted.

SEC. 2: That a copy of the revised Park and Sports Field Regulations is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

CITY OF MEDINA **PARK AND SPORTS FIELD REGULATIONS**

These Regulations are effective as of and shall apply to any sports association *utilizing City of Medina property or facilities overseen and/or* maintained by the City of Medina. A sports association is a group of people who have joined together in an organized manner to participate in sports. The City of Medina Parks Director, hereinafter "Director", shall be afforded reasonable discretion in determining whether a group of people is a sports association. The Director shall have discretion in determining whether a group of people requires compliance with these regulations.

The sports associations shall submit to the Director a requested schedule of use within a time specified by the Director. The requested schedule of use shall include the desired location (s) and all dates and times needed for practices, games, tournaments, clinics, etc. An association's use of City of Medina property or facilities maintained by the City of Medina shall be only on those dates and times approved by the Director. Any changes requested by an association to the schedule of use shall be submitted in writing and be approved by the Director. An association's approved schedule of use shall take priority over other associations, groups, or entities provided the association is in compliance with City of Medina ordinances and regulations. The Director's decision on the schedule of use shall be final.

Each association is responsible for the appropriate certification of coaches in accordance with the rules and requirements of their governing organizations. Records of certification may be requested by the Director. Each association shall have a background check in place for all coaches, assistant coaches, and trainers involved with the association. A background check shall be completed in compliance with the association's bylaws or rules. If there is no bylaw or rule for a background check, the association shall use the Ohio Attorney General's office for civilian background checks.

Any association officer, coach, umpire, or other official may request that an unruly or dangerous participant, coach, parent, or spectator leave the premises during sporting events. Any association officer, coach, umpire, or other official may contact the police department for assistance.

All sports association members shall clean up trash and litter at fields and facilities after each use. The City of Medina shall provide waste receptacles at City of Medina property and empty said receptacles in accordance with the regularly scheduled trash pickup by the City.

The City of Medina may provide portable restrooms at City of Medina property. Additional portable restroom requests shall be made to the Director by the association. It is the responsibility of the association to request such and assume payment for them. The Director shall have discretion as to

number and location of portable restrooms.

The association shall notify the Director as to any damage, vandalism, safety issues or any needed repairs to City of Medina property or personal property on City of Medina property as soon as possible, not later than the next working day.

The association shall not allow any vehicles in any City of Medina property not designated for vehicular parking, including fields, grass, and concession areas, unless specifically authorized by the Director.

The association shall turn off all applicable lights and appliances at City of Medina property upon the conclusion of the association's activity.

The association shall close and lock all applicable gates and doors at City of Medina property upon the conclusion of the association's sports activity.

The association shall not add, alter, delete or improve City of Medina property without prior written consent by the Director. Such alterations, additions or improvements must meet existing applicable City codes, and become and remain City of Medina property. A separate written agreement will be required between the City of Medina and the associations for any capital improvements in excess of Five Thousand Dollars (\$5,000).

Any association that wants to serve food items must be inspected by the Medina County Health Department. It will be the responsibility of the association to contact the Medina County Health Department to explain the level of food service the association will be providing. The association is responsible for all fees associated with any necessary permits or licenses.

Any non-Medina association desiring to rent City of Medina property for an organized sporting event may do so as follows: Payment to the City of Medina a sum of ~~\$35.00 per game~~ **\$75.00 for two hours** without lighting or payment to the City of Medina ~~\$50.00 per game~~ **\$100.00 for two hours** with lighting. **Reservations must be made 24 hours in advance.** Said fees shall be non-refundable. All non-association use of City of Medina property shall be at the discretion of the Director. **There shall be no charge for Medina City School District or City sponsored events.** Activities cancelled due to weather shall be rescheduled on a credit given at the discretion of the Director.

While the City of Medina is committed to providing quality park facilities for the benefit of associations and residents, the Director or his designated delegate(s) reserve the right to close the fields and facilities if weather conditions or other conditions exist and they determine the conditions may contribute to unsafe play, damage to City of Medina property, or it is in the best interests of participants. The associations are encouraged to use appropriate judgment when deciding to use fields and facilities following and during inclement weather. If any noticeable damage is done to City of Medina property during an association's activities, it will be the financial responsibility of the association to repair the damage. Damage is any impairment or deterioration of the fields or facilities as determined by the Director. At the Director's discretion, the City of Medina may repair the damage and submit a bill to the association to be paid in full within forty-five (45) days or the Director may permit the association to make the necessary repairs provided the association submits an acceptable

plan for repair to the Director prior to making the repairs. The Director has the right to close the fields until the repairs are completed.

Within two (2) weeks of the conclusion of the association's season, the association shall clean City of Medina concession and storage areas, and winterize said areas, if applicable.

PENALTY: Any sports association that violates any term or provision of this ordinance shall be denied the use of City of Medina property or facilities overseen or maintained by the City of Medina, and be subjected to any other civil penalties deemed reasonable by the City of Medina.

ORDINANCE NO. 228-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MEDINA, KOKOSING MATERIALS INC., OSBORNE-MEDINA AND 1000 LAKE HOLDINGS LLC, RELATIVE TO THE OPERATION OF THE MEDINA RAIL LINE, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding (MOU) between the City of Medina, Kokosing Materials, Inc., Osborne-Medina and 1000 Lake Holdings LLC (Spray Products), relative to the maintenance, repair and operation of the Medina Rail Line.
- SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason so the revised access fee bills can be issued in January, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

**CITY OF MEDINA RAIL LINE
MEMORANDUM OF UNDERSTANDING**

Terms to be contained in a Memorandum of Understanding ("MOU") between KOKOSING MATERIALS, INC. (Kokosing), OSBORNE MEDINA, INC. (Osborne), 1000 LAKE HOLDINGS LLC (Spray Products), and the CITY OF MEDINA (City of Medina).

1. A reserve account shall be established and funded out of the fees generated from Kokosing, Osborne, Spray Products and the City of Medina. The parties acknowledge and agree that most, if not all, of the fees generated in the initial years will go towards the yearly maintenance of the rail line. The parties shall agree on an annual amount to be included in the budget that will be allocated from the fees generated and deposited in the reserve account. The reserve account shall not exceed \$200,000, unless otherwise agreed to be reduced or increased among the parties. Once the reserve account reaches a balance of \$200,000 the annual access fee shall be reduced equally between Kokosing, Osborne, Spray Products and the City of Medina; provided, the reserve account maintains a balance of \$200,000. Notwithstanding the above, the parties may agree to increase the reserve account for unanticipated capital repairs and replacements.
2. Kokosing, Osborne and Spray Products shall be liable for any shortfalls contained in the annual budget and not covered by the reserve account. The parties further agree that the level of maintenance on the rail assets serving the Kokosing, Osborne and Spray Products shall be that as is required by the ORDC grant-Federal Railroad Administration Class I standards.
3. The City of Medina shall prepare a proposed budget, as generated by the City of Medina Rail Commission, prior to November 1 of each year, which budget shall be within the projected revenues for each year. The proposed budget shall be available to all parties upon request. Kokosing, Osborne and Spray Products shall have the right to comment on the proposed budget prior to December 15 of each year. If a budget cannot be agreed upon among the parties, the previous year's budget shall be the budget for the succeeding year until a new budget is agreed upon among the parties.
4. The City of Medina, as part of the budget referenced in Section 4 above, shall obtain and maintain a commercial general liability insurance policy in an amount equal to \$5,000,000 combined single limit, which amount may be increased upon agreement of the parties. The City of Medina shall also obtain and maintain casualty insurance on the rail line in an amount acceptable to all the parties.
5. The City of Medina shall contribute fifty percent (50%) of the cost of maintenance and replacement of the existing crossings along the rail line; provided, no new rail crossing shall be added without the consent of the City of Medina. The City of Medina shall have the right to require a crossing to be renovated or replaced; provided that the City of Medina contributes fifty percent (50%) of the cost of said repair or renovation.

6. The City of Medina agrees that all funds collected from Kokosing, Osborne and Spray Products or other grants obtained by any party related to the rail assets shall only be used for the maintenance, repair and operation of the rail line and no other City of Medina purposes.
7. Kokosing, Osborne, Spray Products or the City of Medina, shall have the right to terminate the Memorandum of Understanding upon at least six (6) months' notice to the other parties. Upon termination, all funds held by the City of Medina shall continue to be used to maintain the rail line until exhausted.
8. The City of Medina shall coordinate all repairs, maintenance and replacement on the rail line during the term of the Memorandum of Understanding. The Medina Rail Line shall be defined as beginning at a point 150 feet northwest of the centerline of North Progress Drive. The endpoint of the approximately 3.76 mile rail line shall be defined as the terminal endpoint of the existing track at its most southerly point.

Included as part of the Medina Rail line are the following structures:

- Separated grade crossings (bridges):
 - o Bridge over the Wheeling and Lake Erie rail line (south of SR 18)
 - o Bridge over West Smith Road (known as AAR DOT #141-895-K)
- At grade crossings (includes crossing surfaces and all warning devices (crossbucks, lights, gates, etc.) :
 - o North Progress Drive (known as AAR DOT #141-892-P)
 - o State Road, including gates and flashers (known as AAR DOT #141-893-W)
 - o West Liberty Street (SR 18 & SR 57) (known as AAR DOT #141-894-D)
 - o Lafayette Road, including gates and flashers (known as AAR DOT #141-896-S)
 - o Ryan Road, including gates and flashers (known as AAR DOT #141-897-Y)
 - o Imagine Lane (known as AAR DOT #919-860-N)

Osborne shall be solely responsible for the maintenance, repair, replacement and/or upgrade of the existing rail line beyond 150 feet northwest of the centerline of North Progress Drive.

Kokosing shall be solely responsible for the maintenance, repair, replacement and/or upgrade of their rail unloading structure (the hopper) located adjacent to the Medina Rail line.

Spray Products shall be solely responsible for maintenance, repair, replacement and/or upgrade of the spur serving their facility. The spur shall be defined as all rail, ties, switches and any other structure necessary to provide service to their facility with the sole exception of those common rail ties supporting both the Medina Rail line and the Spray Products spur. These common rail ties shall be considered as part of the Medina Rail line. Spray Products shall be responsible for the ties supporting their spur beginning with the first tie on their spur beyond the common ties.

9. The parties agree to increase the annual access fees. The annual access fees for each party shall be as follows: Kokosing - \$11,500; Osborne - \$11,500; Spray Products - \$11,500; and the City of Medina, Ohio - \$11,500. The annual fee shall be billed by the City each January and due to be paid on or before February 1st of each calendar year except for the first year (2024), which shall be payable upon execution of this agreement. Upon written request, all parties shall have the option of paying the annual

access fees monthly on a pro rata basis in lieu of a lump sum payment.

10. The annual user fee per car shall remain as follows: Kokosing-\$9.25, Osborne-\$8.00 and Spray Products-\$20.00. User fees per car shall be invoiced to Kokosing, Osborne and Spray Products quarterly. Per car user fees will be effective from the date of execution of this contract. The annual user fee per car may be changed upon agreement of the parties.
11. The parties agree to provide the City of Medina with monthly billing reports showing the number of cars per month.
12. The City of Medina shall establish a Rail Commission to oversee the City of Medina rail assets. The Rail Commission shall be made up of at least five (5) members, initially one from Kokosing, one from Osborne, one from Spray Products and two from the City of Medina.
13. The Rail Commission referenced in Section 12 above shall meet as necessary as determined by the members. It is understood that all members have the right to call for a meeting at any time.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding as of the last date set forth below:

KOKOSING MATERIALS, INC.

1000 LAKE HOLDINGS, LLC

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OSBORNE MEDINA CO.

CITY OF MEDINA, OHIO

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. 229-24

AN ORDINANCE ADOPTING THE MODEL EMERGENCY ACTION PLAN FOR USE OF AN AUTOMATED EXTERNAL DEFIBRILLATOR (AED) FOR THE MEDINA PARKS AND RECREATION DEPARTMENT.

WHEREAS: This plan was created by the Ohio Department of Health and will satisfy the requirements under House Bill 47 (ORC 3701.851); and

WHEREAS: As of October 24, 2024, House Bill 47 requires the controlling authority of all sports and recreation locations maintained and operated by Ohio cities, larger townships, and counties under R. C. 7555.12 to 755.18 to place an automated external defibrillator (AED) at each such location under its control. In addition to placing AED’s at various locations, an Emergency Action Plan for the use of AED’s must be adopted and practiced quarterly.

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

SEC. 1: The Model Emergency Action Plan for use of an Automated External Defibrillator (AED) for the City of Medina Parks and Recreation Department, is hereby adopted.

SEC. 2: That a copy of the Model Emergency Action Plan for use of an Automated External Defibrillator (AED) is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Model Emergency Action Plan for the Use of an Automated External Defibrillator (AED)

by Public and Chartered Nonpublic Schools, Youth Sports
Organizations, Sports and Recreation Locations

Note: This model plan may be used to satisfy requirements under House Bill 47 of the 135th General Assembly (ORC 3701.851). Alternatively, an entity may adopt other emergency action plans for the use of AEDs.

The Centers for Disease Control and Prevention (CDC) defines cardiac arrest as when the heart suddenly and unexpectedly stops beating and blood stops flowing to the rest of the body. Cardiopulmonary resuscitation (CPR) and Automated External Defibrillators (AEDs) are to be used when a person is unresponsive, is not breathing, or the heartbeat stops.

A. How to Use an AED:

Please note: For persons under age 8, pediatric AED pads should be used whenever possible. However, if not available, use adult pads. Do not use pediatric AED pads on adults.

During an emergency, designate someone who can direct first responders to the exact location of the unresponsive person once first responders arrive at the location.

Protocol:

If a person:

- Collapses suddenly and loses consciousness (passes out), or
- Is not breathing or is gasping for air, or
- Doesn't respond to shouting or tapping, or
- Doesn't have a pulse.

Note: A person's eyes may be open or closed.

Follow these steps:


1. If the scene is safe, check for responsiveness using shout-tap-shout for no more than 10 seconds.

If appearing unresponsive, check responsiveness:

Shout "Are you OK?" (use their name, if known, to get their attention).

Tap (*the person's shoulder if adult or child, foot if an infant*) and look for signs of rhythmic, normal breathing.

Shout (again and assess for breathing, life-threatening bleeding, or conditions).

- 
2. If person is unresponsive, **shout for help, CALL EMS (9-1-1), and send someone to get the AED.** Stay on the line with EMS (preferably on speaker phone) for instructions on CPR and AED use.
 3. Begin chest compressions until the AED arrives. *(If trained in CPR, provide CPR according to your training).*
 4. Turn on the AED and set it up according to the manufacturer's instructions. Follow the verbal instructions provided by the AED. Incorporate the AED into CPR cycles according to instructions from the AED and from any prior training.
 5. Prepare AED to check heart rhythm. Follow the AED's verbal instructions to deliver one shock as advised.
 6. **Continue CPR and follow AED verbal instructions until person responds or EMS arrives and takes over care.**

Hand Placement for Infants

Using two fingers, press down in the middle of the chest about 1.5 inches.

Hand Placement for Children

Using one or two hands, press down in the middle of the chest about 2 inches.

Hand Placement for Adults

Using two hands, press down in the middle of the chest at least 2 inches.

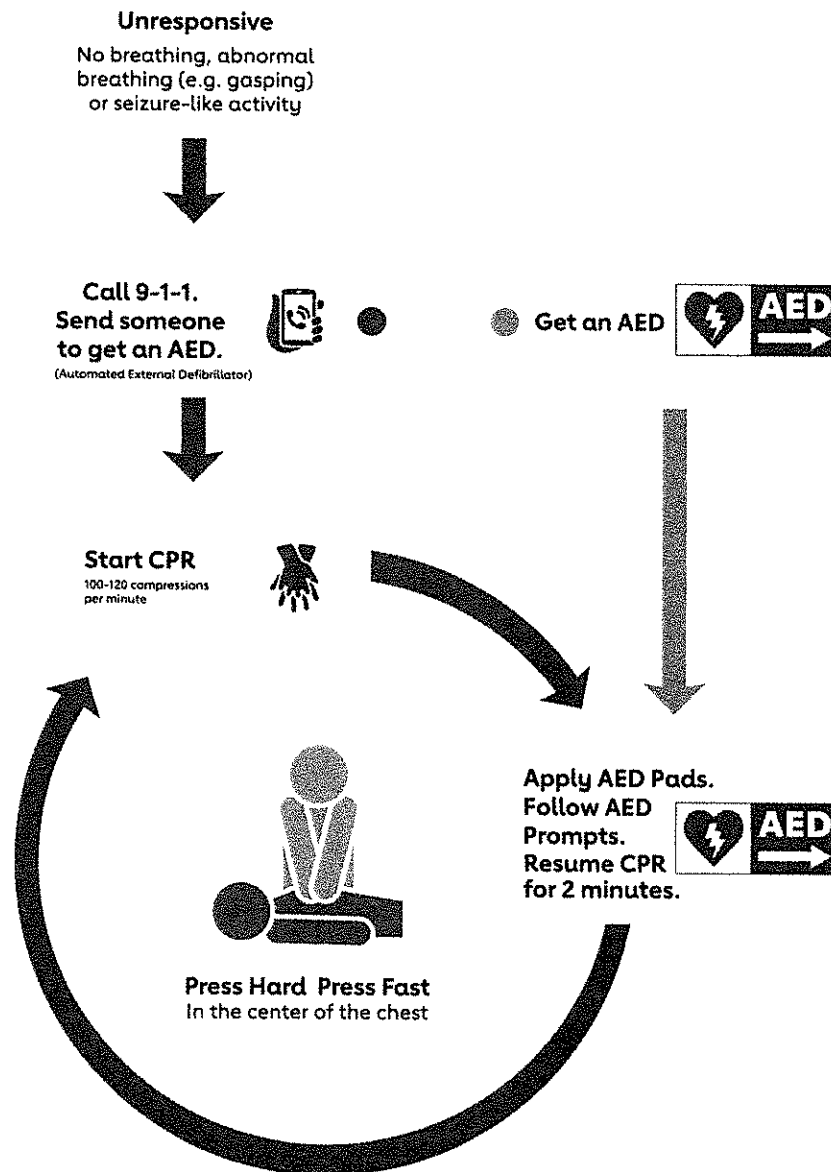
or

Follow instructions of the 9-1-1 dispatcher or refer to your most recent CPR training.

Simplified Adult BLS Algorithm by American Heart Association

Act Now. Save a Life.

Follow these steps to take action.



© 2024 American Heart Association

B. Practice of Plan:

1. Ohio Revised Code (ORC) [3701.851](#) requires the Emergency Action Plan (EAP) to be practiced at least quarterly.
2. Follow recommendations or requirements, as appropriate, specific to your school, location, or organization for training on CPR and AED use.
3. Develop a schedule for practicing your plan.

C. Maintenance of Automated External Defibrillators (AEDs):

Follow manufacturer's instructions with regards to maintenance, operation, and replacement of the AED and any of its parts.

D. Location of Automated External Defibrillators (AEDs):

1. Ensure AEDs are easily accessible and ensure they are not locked away.
2. Include maps of where AEDs are located in and around the school, venue, and sports and recreation location so staff, students, guests, volunteers, and community members can locate them quickly in an emergency.

E. Additional Considerations:

1. Designate a person(s) at your school, location, or organization who can coordinate and supervise CPR/AED program activities, trainings, AED maintenance, and practice of response plans.
2. Share your emergency action plan for AEDs with your local emergency management services (EMS) in advance of a medical emergency.

REFERENCES

[Adult & Child CPR Anytime® Skills Reminder — CPR AED \(heart.org\)](#).

[Algorithms | American Heart Association CPR & First Aid](#).

[American Heart Association 2023-Cardiac-Emergency-Response-Plan-and-Protocol-Schools-Final.pdf \(heart.org\)](#).

[American Heart Association 2023 Cardiac Emergency Response Plan and Protocol Sports Facilities.pdf \(heart.org\)](#).

[American Heart Association 2023 Cardiac Emergency Response Plan and Protocol Community.pdf \(heart.org\)](#).

[2020 American Heart Association Guidelines for CPR and ECC](#).

Ohio Emergency Medical Services [CPR Myths Debunked | Emergency Medical Services \(ohio.gov\)](#)

ORDINANCE NO. 230-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM TO THE CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR HEALTH CARE INSURANCE FOR THE EMPLOYEES OF THE CITY OF MEDINA FOR THE CALENDAR YEARS 2024 AND 2025, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an addendum to the contract with Medical Mutual of Ohio to provide health care insurance for the employees of the City of Medina, Ohio for the years 2024 and 2025.
- SEC. 2:** That a copy of the addendum is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the Wellness Program is to take effect January 1, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Addendum IV

ORD 230-24
Exh. A

EA Health Alliance ("EA") Wellness Program for:

The City of Medina

Group Number: 778236

This Addendum has been adopted pursuant to the section of the Group Contract entitled "Amendments." Except as specified herein, all other terms and conditions of the Group Contract remain unchanged. This Addendum is effective from 1/1/2025 through 12/31/2025, regardless of the date signed below.

RECITALS

- 1) The Group is a Member of the EA Health Alliance (the "Alliance") which entered into an Alliance Contract with Medical Mutual of Ohio ("Medical Mutual"), effective January 1, 2009, for the purpose of assisting Members with providing group health insurance for eligible employees and their dependents.
- 2) In order to promote wellness, the Alliance and Medical Mutual have partnered to offer to Alliance Member groups a wellness incentive program (herein after referred to as "the Program").
- 3) Participation in the Program is voluntary and may qualify the Group for certain "Rewards," as described in this Addendum and its Exhibits.
- 4) Rewards provided are applicable to the Medical and Prescription Drug lines of business only.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the Parties agree as follows:

PROVISIONS

A. Definitions

Any items not defined herein will have the same meaning set forth in the Group Contract.

1. **Biometric Screening Measurements** - the measurement of: 1) Weight-to-height ratio; 2) blood pressure; 3) LDL cholesterol; 4) triglycerides; and 5) glucose.

2. **Premium Holiday** – a month or portion of a month during which all or a portion of the premium is forgiven.
3. **Well-Being Assessment** – an online health assessment.
4. **Incurred loss ratio** – the ratio of estimated incurred claims for the applicable experience period divided by premium at current rates. “Estimated incurred claims” encompasses all claims paid during that period. Medical Mutual reserves the right to apply any benefits and enrollment adjustments that may be necessary to adequately reflect any changes in plan design and/or enrollment that may have occurred during the specified experience period. The Incurred Loss Ratio will be calculated after claims over the Pooling Point are removed. For the purpose of this provision, “Pooling Point” means a group-specific value, based upon group size, over which claims for an individual are removed.

B. Program Participation Requirements

1. In order to qualify for the Program’s Rewards, the Group must, during each Contract Period and throughout the duration of the Program:
 - a. have 40-500 enrolled employees;
 - b. Satisfy the minimum requirements described below for itself and the Group’s enrolled employees:
 - i. **Wellness Incentive Fund** available to all Levels - 25% completion of preventive care requirements (annual physical exam/women’s well-check, prostate cancer screening, mammography, cervical cancer screening and colonoscopy)
 - ii. **Core Level** – 50% participation in Biometric Screening Measurements and Well-Being Assessment
 - iii. **Level 1 Reward** – 75% participation in Biometric Screening Measurements and Well-Being Assessment
 - iv. **Level 2 Reward**
 - (a) - 75% - participation in - Biometric Screening Measurements and Well-Being Assessment
 - (b) 30% achievement rate for three (3) of the five (5) Biometric Screening Measurements or show improvement
 - (c) Have an Incurred Loss Ratio lower than 90%
 - v. **Level 3 Reward**
 - (a) 75% participation in Biometric Screening Measurements and Well-Being Assessment

- (b) 50% achievement rate for three (3) of the five (5) Biometric Screening Measurements or show improvement
 - (c) Have an Incurred Loss Ratio lower than 90%
 - vi. **Pool Bonus Reward**
 - (a) Participation by the Group in the Program for a minimum of twelve (12) months.
 - (b) Qualifies for Level 1 or higher rewards (also known as being an "EA Eligible Group").
 - (c) The overall pool for all qualified EA Eligible Groups in the Alliance's Program has a loss ratio that is better than the baseline loss ratio set annually by Medical Mutual.
2. The Group must provide to the Alliance and Medical Mutual the data required to determine eligibility for the Program's wellness incentive in a format chosen by Medical Mutual.
 3. Medical Mutual and the Alliance will decide, in their sole discretion, whether the Group has met the participation requirements.

C. Program Rewards

1. Groups qualifying for the Wellness Incentive Fund will receive \$10 per-employee-per-year to be used in accordance with Medical Mutual Wellness Fund activities.
2. Groups qualifying for the Core Level will receive a Premium Holiday of 10% of one month's premium.
3. Groups qualifying for the Level 1 Reward will receive a Premium Holiday of 25% of one month's premium.
4. Groups qualifying for the Level 2 Reward will receive a Premium Holiday of 50% of one month's premium.
5. Groups qualifying for the Level 3 Reward will receive a Premium Holiday of 100% of one month's premium.
6. Groups qualifying for the Pool Bonus Level Reward will receive a bonus paid out by way of a wellness fund coordinated by Medical Mutual.
 - a. Medical Mutual and the qualifying EA Eligible Groups will share equally in the value of improvement.
 - b. The amount received as a part of the Pool Bonus Level Reward is determined by the improvement between the baseline loss ratio, determined annually, and the actual loss ratio of the pool comprised of EA Eligible Groups that have been in the program for the 24-month measurement period. Such amount will not exceed \$50 per employee per year.

- c. Annual baseline and actual loss ratio will be measured using groups enrolled in the EA program working toward a wellness level for the 24-month period ending April 30 of the current year. The annual baseline loss ratio for this pool of groups for the first 12 months of this period will be compared to the actual incurred loss ratio for the second 12 months of this period for this same pool of groups to determine if a pool bonus-level reward payment will be awarded. This typically occurs early in August of the calendar year to allow for three months of runout to be included in both the baseline and actual loss ratio calculations.
 - d. Pool loss ratio calculation will be based on medical and prescription drug lines of business only. (For example, dental or vision will not be included.)
7. The Premium Holiday Reward provided will be awarded to the Group after the end of the first quarter of the subsequent renewed Contract Period.

D. Group Acknowledgements

1. Thirty (30) days prior to the end of each Contract Period, the Group agrees to provide to the Alliance information satisfactory to the Alliance and Medical Mutual, demonstrating the Group's compliance with the Program's requirements. The Alliance will review the information and notify Medical Mutual whether or not the Group has met the Program's requirements.
2. In order to receive the Pool Bonus Level Reward and/or the Premium Holiday Reward, the Group must agree to renew with Medical Mutual for the entire upcoming Contract Period. Otherwise, the Group forfeits its Reward(s).
3. The Group shall abide by the Program's wellness incentive requirements, terms, and conditions as set forth by the Alliance and in accordance with state and federal law.

E. Termination

- Medical Mutual and the Alliance reserve the right to terminate the Program for the Group at the end of any Contract Period upon sixty (60) days' written notice to the Group. In addition, the Program will terminate as of the date the Alliance Agreement between the Alliance and Medical Mutual is terminated.

F. Disclaimer

If the Group Contract and/or this Addendum, or renewal Exhibit, is not signed by the Group within ninety (90) days of the Group's renewal date, the Program will be void.

IN WITNESS WHEREOF, the Group and Medical Mutual of Ohio have signed this Addendum:

(the Group)

Medical Mutual of Ohio
(Medical Mutual)

Signature

Signature

Title

Title

Date

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between WorkSpring ("Covered Entity") and City of Medina ("Business Associate").

1. **Application; Term.** In providing services and/or supplies pursuant to an agreement or agreements between the parties, Business Associate will have access to Protected Health Information. By providing such services and/or supplies pursuant to any such agreement, Business Associate will become a "business associate" of Covered Entity as such term is defined under HIPAA. This Agreement shall apply to all of the services and/or supplies provided by Business Associate to Covered entity pursuant to any such agreement between the parties, written or oral, and shall be for the duration of the business relationship between the parties.

2. **Definitions.** For purposes of this Agreement, the parties give the following meaning to each of the terms in this Section 2 below. Any capitalized term used in this Agreement, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

- A. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and its relevant regulations, as the same may be amended.
- B. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, as the same may be amended.
- C. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- D. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- E. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

3. **Compliance; Use and Disclosure of PHI.** In providing services and/or supplies to Covered Entity, Business Associate shall comply with HIPAA, the Hitech Act, the Privacy Rule and the Security Rule.

A. Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI as reasonably necessary to provide services and/or supplies to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this agreement or as required by law.

B. Except as otherwise limited by this Agreement or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidential as provided under this Agreement and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from the third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

4. **HIPAA Assurances**. In the event Business Associate creates, receives, maintains, or otherwise is exposed to PHI and otherwise meets the definition of Business Associate as defined in the Privacy Rule, Business Associate shall:

- (a) Recognize that HIPAA and HITECH apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirement of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions, as defined therein, for or on behalf of the Covered Entity;
- (f) Report promptly to Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as required by Covered Entity, which shall include:

(1) Dates of disclosure; (2) names of the entities or persons who received the PHI; (3) a brief description of the PHI disclosed; and (4) a brief statement of the purpose and basis of such disclosure.

(j) Make its internal practices, books and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

5. **Termination Upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or any other agreement to the contrary.

6. **Return or Destruction of Protected Health Information Upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is infeasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

7. **No Third Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

8. **De-Identified Data**. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

9. **Amendment**. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

10. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.


11. **Definitions**. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

12. **Survival**. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Covered Entity:

Signature: _____
Name: Dennis Hanwell
Title: Mayor
Mailing Address: 132 N. Elmwood Ave., Medina, OH 44256
E-mail address of signer: dhanwell@medinaoh.org
Date: _____

Business Associate:

Signature: 
Name: Megan Casiere
Title: President/CEO
Mailing Address: 1787 Indian Wood Circle – Suite A, Maumee, OH 43537
E-mail address of signer: megan.casiere@workspring.org
Date: _____
615502



WorkSpring Health Services Membership

Company Data:

Organization Name: City of Medina			
Primary Contact:			
Street Address: 132 N. Elmwood Ave., Medina, OH 44256			
Mailing Address: 132 N. Elmwood Avenue			
City: Medina	State: Ohio	ZIP: 44256	County: Medina
Phone (330) 722-9020		Fax:	
Email address:		Website:	
Principle business activity (What does your company produce or sell?): Municipality			
Primary Reason for joining the WorkSpring: replace current wellness program			
Number of Employees:			

Type of Company:

- For profit
 Government entity
 Not for profit
 Broker

Annual membership fee: \$99

- Please charge to my credit card (circle one):
 MasterCard Visa American Express Discover

Card Number:	Expiration Date:	3-Digit Security Code:
Authorized Signature: Title:		Date:

Intellectual Property. WorkSpring Employer Group acknowledges that The WorkSpring shall own all copyrights and other intellectual property (whether pre-existing or newly developed) in and related to HR or Wellness Program services. WorkSpring Employer Group shall not sell, transfer, use, reproduce, edit or amend the intellectual property other than what is mutually agreed upon by WorkSpring Employer Group and WorkSpring.

WorkSpring Wellness Program Agreement

Terms and Conditions:

Client Group agrees and consents that Medical Mutual will provide employee eligibility information to WorkSpring and/or WorkSpring's chosen wellness vendor to administer the WorkSpring Wellness Program.

Applicable at Any Level - Wellness Fund of \$10 Employee Per Year

- 25% Preventative Care Utilization
*Preventive Care Includes Annual Physical, Prostate Cancer Screening, Mammography, Cervical Cancer Screening, & Colonoscopy.

Core Level - 10% of One-Month Premium Holiday

- 50% Participation in Biometric Screening
- 50% Participation in Health Assessment

Level 1 - 25% of One-Month Premium Holiday

- 75% Participation in Health Check
- 75% Participation in Health Assessment

Level 2 - 50% of One-Month Premium Holiday

- Meet Level One
- 30% Pass 3 of 5 NIH Biometric Screening Measures or Show Improvement
 - NIH Biometric Measures
 - Blood Pressure <120 and <80
 - Waist to Height Ratio <0.5
 - HDL Cholesterol >60
 - Glucose <100
 - Triglycerides <150
- Incurred Loss Ratio < 90%

Level 3 - One-Month Premium Holiday

- Meet Level 2
- 55% pass 3 of 5 NIH Biometric Screening Measures or Show Improvement
 - NIH Biometric Measures
 - Blood Pressure <120 and <80
 - Waist to Height Ratio <0.5
 - HDL Cholesterol >60
 - Glucose <100
 - Triglycerides <150
- Incurred Loss Ratio < 90%

Bonus Level

- Paid out by way of a Wellness Fund for each Client Group.
- WorkSpring Pool target loss ratio will be established annually.
- Pool loss ratio will be measured as incurred May 1-April 30 paid through July 31.
 - If pool loss ratio in year x+1 improves v. year x and remains less than target loss ratio, then the improvement in the pool will be shared equally between MMO and eligible WorkSpring groups.
 - Groups included in the loss ratio calculation include those that were in the EA program during the 24-month measurement period.
 - To be eligible for pool reward, groups must achieve one of the three group specific incentive levels outlined above in the most recent contract year ending December 31 of the year x+1 or earlier.
 - Groups must be active and in the pool during all 12 months of the measurement period to be eligible for bonus level reward.

Final Level Rewards payout must be certified by MMO.

Only employees on the Client Group Medical Mutual insurance plan, and who are the main subscribers on the insurance plan, will be eligible to count toward Level Reward Participation.

Client Group and its participating employees are hereby notified and hereby acknowledge that cash rewards, other monetary incentives, and nonmedical care benefits provided to employees for participating in a wellness program are taxable to the recipient.

***Groups must renew with Medical Mutual to receive a level reward.**

Screening Fees: WorkSpring uses Quest and Healthworks as screening vendors. The WorkSpring Wellness Consultant will choose the screening vendors that best fit the needs of the Client Group. The Client Group is responsible for all applicable screening fees as communicated by the screening vendor.

Additional health check fee(s) may apply. Please see your wellness consultant for details. Biometric Screenings fees for non-covered employees are a direct cost to the Client Group. In addition, a \$75.00 platform fee will be charged per non-covered employee per year. The portal fee applies to anyone that is not an MMO covered employee. If you wish to add spouses on the portal all spouses will be added at the \$75.00 rate.

Intellectual Property. WorkSpring Client Group acknowledges that WorkSpring shall own all copyrights and other intellectual property (whether pre-existing or newly developed) in and related to HR or Wellness Program services. WorkSpring Client Group shall not sell, transfer, use, reproduce, edit, or amend the intellectual property other than what is mutually agreed upon by WorkSpring Client Group and WorkSpring.

Client Group Name as listed in the Medical Mutual System: City of Medina	
Employer Group Signature:	Date:
Printed Name and Title: Dennis Hanwell, Mayor	
Effective Date of WorkSpring Program and Renewal Month with Medical Mutual: January 1, 2025	
Information to be completed by Medical Mutual	
Medical Mutual Signature:	Date:
WorkSpring Signature:	Date: