

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 21-242-12/13 – Memo of Understanding w/ County for Transit Services
- 21-243-12/13 – Grant Application – 2021 Assistance to Firefighters
- 21-244-12/13 – Grant Application – Ohio MHAS Funding – Municipal Court
- 21-245-12/13 – Expenditure – Jet-A Fuel – EPIC Aviation – Airport
- 21-246-12/13 – Amend Res. 153-21, PY21 CDBG Grant Program
- 21-247-12/13 – Purchase Property – 368 Foundry Street
- 21-248-12/13 – 2022 Tax Advance Request
- 21-249-12/13 – Agreement for eSCRIBE Board Manager Software
- 21-250-12/13 – Advance Request – 2021 CDBG
- 21-251-12/13 – Expenditure – Modify New Roof on County Courthouse Facility
- 21-252-12/13 – Capital Grant Request – Fitness Room Expansion MCRC
- 21-253-12/13 – MCRC Account Number Changes for ARP Funds
- 21-254-12/13 – State Contract Purchase – Weight Equipment for MCRC
- 21-255-12/13 – Repeal / Amend MCRC Rental Rates – Ord. 179-07 & 73-02
- 21-256-12/13 – Amend 31.02(E) – MCRC Lifeguard & WSI Pay Rates
- 21-257-12/13 – Consent Legislation w/ ODOT – Sign Replacement Project
- 21-258-12/13 – Amend Ord. 157-20 & Ord. 43-21 – Account Corrections
- 21-259-12/13 – Advance Request – TIF District
- 21-260-12/13 – Amend Ord. 151-21 – Account Corrections
- 21-261-12/13 – Budget Amendments
- 21-262-12/13 – American Rescue Plan Project Update
- 21-263-12/13 – MOU between City and 5990 Branch Road LLC

### **Special Legislation**

- 21-264-12/13 – Amend Code Ch. 513.02 & 513.03 – re: Marijuana

12/13/21

**REQUEST FOR COUNCIL ACTION**

No. Addendum to  
RCA 21-198-10/12

**FROM:** Keith H. Dirham  
**DATE:** Monday, November 22, 2021  
**SUBJECT:** Income Tax Allocation Adjustment

**Committee:** Finance + Council  
See RCA 21-198-10/12

**SUMMARY AND BACKGROUND:**

Per discussion at the final budget meeting I request that the Income Tax Allocation be amended as per the attached:

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

Ord 203-21  
12-13-21

**REQUEST FOR COUNCIL ACTION**

From: John Coyne, President of Council

No. RCA 21-198-10/12

Date: October 6, 2021

Committee: Finance  
(Budget Hearings)

Subject: Income Tax Reallocation

**Summary and background:**

Requesting that Council consider reallocation of the portion of the Income Tax that is at Council's discretion.

Would like to discuss at the final budget approval hearing that has yet to be scheduled.

~~Keith~~ - Acct balances will be updated after healthcare is finalized.

1/2% too much in 2021  
- Coyne - suggestion - Raising Gen Fund <sup>by 2%</sup> 32.75%  
Reduce Police to 40%  
Incr. Gen Purp Cap to 3.5% -  
Incr. Electronic by 1/4%  
~~Rec Ctr.~~ Rec Ctr. 2% <sup>by 1/2%</sup>  
Incr Unantic Cap ~~4%~~ 2.25%

Estimated Cost:

Mayor - Income Tax is increasing

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Citizens Police Academy  
OT to cover events on square.

Emergency Clause Requested: Yes \_\_\_ No \_\_\_

Reason:

**COUNCIL USE ONLY:**

Committee Recommendation:

10-12-13 HOLD for final budget Htg.

11/18/21 JS/DS Rec ↑ .25%  
Electronic ↑ .25%  
Gen Purp Cap ↑ .5%  
- Reduce Police 1%

6-0 approved

in 2023  
Gen Purp Cap  
loses .5%

Ord./Res.:  
Date:

Ord 203-21  
12-13-21

**161.13 ALLOCATION OF FUNDS.**

The funds collected under the provisions of this chapter shall be distributed as follows beginning January 1, 2022:

- a) Such part thereof which is necessary to defray all costs of collecting the taxes and the cost of administering and enforcing the provisions thereof shall be paid into the General Fund.
- b) Twenty percent (20%) of the balance shall be paid into the newly created Special Revenue Fund (2004) to be used for street, storm water, and utility construction, maintenance, repair and improvements.
- c) After the costs of collecting the taxes and administering and enforcing the provisions thereof and the required street, storm water, and utility construction, maintenance, repair and improvements are provided for as set forth in subsections (a) and (b) above, the remaining funds shall be distributed as follows:
  - A. Forty-three and one half percent (43.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the Police Department of the City.
  - B. Seven percent (7%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Fire Department of the City.
  - C. One and one-half percent (1-1/2%) of the net available income tax receipts received annually shall be set aside in a growth fund to be used to defray major capital expenses of the Fire Department of the City.
  - D. Nine and one-half percent (9.5%) of the net available income tax receipts received annually shall be used to defray operating expenses for the Parks and Recreation Department of the City.
  - E. Twenty-five and one-half percent (25.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the General Fund of the City.
  - F. Three percent (3%) of the net available income tax receipts received annually shall be used to defray general purpose capital expenses.
  - G. One and three quarter percent (1.75%) of the net available income tax receipts received annually shall be used to defray Electronic Technology capital replacement expenses.
  - H. Seven and one quarter percent (7.25%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Recreation Center of the City.
  - I. One half percent (0.5%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the Street M&R Fund of the City.
  - J. One half percent (0.5%) of the net available income tax receipts received annually shall be used to defray unanticipated capital expenses.
- d) Exception for Receipts from the Medina-Montville Joint Economic Development District.
  - A. After the costs of collecting the taxes and administering and enforcing the provisions thereof and the required street, storm water, and utility construction, maintenance, repair and improvements are provided for as set forth in subsections (a) and (b) above, the

remaining funds shall be distributed as follows:

- 1) Seventy-five percent (75%) of the net available income tax receipts received annually shall be used to defray Economic Development expenses.
  - 2) Twenty-five percent (25%) of the net available income tax receipts received annually shall be distributed in accordance with the distribution laid out in subsection (c) above.
- e) That effective January 1, 2023, (H) shall be amended to read as follows:
- H. Two and one quarter percent (2.25%) of the net available income tax receipts received annually shall be used to defray operating and annual capital expenses of the Recreation Center of the City.
- f) That effective January 1, 2023, (E) shall be amended to read as follows:
- E. Thirty-one (31%) of the net available income tax receipts received annually shall be used to defray operating and capital expenses of the General Fund of the City.
- g) That effective January 1, 2023, (F) shall be amended to read as follows:
- F. Two and one half percent (2.5%) of the net available income tax receipts received annually shall be used to defray general purpose capital expenses.

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-242-12/13  
Committee: Finance/Council

FROM: Barbara Dzur  
SUBJECT: MOU for Transit Services

**SUMMARY AND BACKGROUND:**

**Emergency Clause for both Finance Committee and Council Meeting**

Whereas Medina County responded on 5/28/2021 to the RFP from the City of Medina for Transit Services (Response Attached) I hereby request Council's approval to authorize the Mayor to enter into a Memorandum of Understanding with Medina County Public Transit, acting on behalf of the Medina County Board of Commissioners, to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2022 through December 31, 2023 as part of the PY21 Community Development Block Grant Allocation Public Service activity. (Memorandum Attached) Whereas the Ohio Development Services Agency has made the Community Development Block Grant a bi-annual application, the grant period covers two fiscal years. The City of Medina shall contribute the total amount of \$90,000.00 towards Medina County Transit services to be distributed as follows:

2022	\$36,550 – (Source) CDBG funds
2022	\$ 8,450 – (Source) City of Medina General Funds
	\$45,000
2023	\$36,550 – (Source) CDBG funds
2023	\$ 8,450 – (Source) City of Medina General Funds
	\$45,000

*\$ 73,100.00 – 125-0453-52215  
\$ 16,900.00 – 001-0707-52215*

Estimated Cost: \$90,000  
Suggested Funding:

- sufficient funds in Account No.:
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

• **NEW APPROPRIATION** needed in Account No. ~~\$73,100~~ out of 125-0453 and \$16,900 from 001-0707.

Emergency Clause Requested: Yes  
Reason: The city's current contract with Medina County Public Transit expires on December 31, 2021 and council will only have one meeting in December.

**COUNCIL USE ONLY:**  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 217-21  
Date: 12-13-21

MEMORANDUM OF UNDERSTANDING

Medina County Public Transit, acting on behalf of the Medina County Board of Commissioners, hereby agrees to provide fixed route public transportation services, and complementary paratransit services within the City of Medina during the operating period of January 1, 2022 through December 31, 2023.

Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through the use of Medina County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

Hours of operation for these services shall be 6:00 a.m. through 6:25 p.m., Monday through Friday, and 10:00 a.m. through 3:50 p.m., on Saturdays.

The City of Medina, in recognition of the importance of providing these services to its residents, shall contribute the total amount of \$90,000.00 toward the overall costs of operation of these transit services during the aforementioned period. Medina County will commit \$300,000 towards the Medina County Transit Services for the aforementioned period.

Either party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.

\_\_\_\_\_  
William Hutson, President  
Medina County Board of Commissioners

\_\_\_\_\_  
Dennis Hanwell, Mayor  
City of Medina

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

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

MEDINA COUNTY PUBLIC TRANSIT SERVICE  
IN THE CITY OF MEDINA  
COST PROPOSAL  
2021 CDBG ALLOCATION PROGRAM

Submitted by: Scott Miller

On behalf of: Medina County Public Transit

Date: 5-28-2021

TOTAL COST TRANSIT SERVICE FOR CDBG ALLOCATION PROGRAM 2021

\$ 45,000 / year

\$ 90,000 total



**REQUEST FOR COUNCIL ACTION**

**From:** Fire Chief Larry Walters

**No.** RCA 21-243-12/13

**Date:** December 2, 2021

**Committee:** Finance + Council

**Subject:** 2021 AFG Application

*FEMA  
Dept. of Homeland Security*

**Summary and background:** I am requesting permission to submit an application for the 2021 Assistance to Firefighters Grant (2021 AFG). If awarded, the grant would be used to replace the Fire Department's 14-year old Self Contained Breathing Apparatus (SCBAs). The SCBA is the equipment that firefighters use to enter smoke filled buildings to search for trapped occupants and to extinguish a fire. In addition to providing clean breathing air for the firefighters, the SCBA also incorporates several electronically controlled safety features such as low air alarms and downed firefighter alarms. These NFPA required features are rapidly failing and becoming unreliable on our existing SCBAs. In 2021 we have spent nearly five thousand dollars in parts and labor fees due to failing SCBAs. The air cylinders for our existing SCBAs will expire in April of 2022 and will no longer be able to be hydro-tested for safe use.

The Medina Fire Department requires a minimum of 46 of these breathing apparatus to ensure an adequate quantity are available at each of the department's six fire stations. Each SCBA requires a spare air cylinder and a face piece. We have obtained an AFG Budgetary Pricing Quote for use with this grant application for \$ 393,876.28.

If awarded a 10% cost share of approximately \$ 40,000 would be required.

**Estimated Cost:** \$ 40,000

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:** (\$ 5,000) 107-0110-50111

**To:** 107-0110-54413

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes X No    

**Reason:** Deadline for the 2021 AFG grant application is December 17, 2021.

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:** *Res. 218-21*  
**Date:** *12-13-21*

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-244-12/13

FROM: Medina Municipal Court

Committee: Finance

DATE: November 22, 2021

SUBJECT: OhioMHAS Specialized Dockets Subsidy Project Funding / Veteran's Treatment Court

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests the approval to apply and receive a grant through Ohio Department of Mental Health and Addiction Services SFY 2022 Specialized Dockets Subsidy Project Funding Grant. This grant will be specially designated to help fund the Veteran's Treatment Court.

Award	\$75,000.00	June 30, 2022
	\$75,000.00	July 1, 2022 until June 30, 2023
<b>TOTAL</b>	<b>\$150,000.00</b>	

The purpose of this grant is to offset the payroll costs for specialized docket staff members, clinical services, medication assists, urinalysis and recovery support, etc. for the Veteran's Treatment Court. Final certification from the Ohio Supreme Court is scheduled for December 14, 2021.

**Estimated Cost:**

**Suggested Funding:**

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

Emergency Clause Requested: NO

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



To: Ohio Specialized Dockets  
From: Christopher Nicastro, LPCC-S  
Chief, Bureau of Criminal Justice

Date: 9/13/2021

Re: Specialized Docket Subsidy Project Funding Opportunity Request for Applications (RFA)

**For specialized dockets that received certification on or after July 1, 2019  
and not previously certified**

**Introduction**

The Ohio Department of Mental Health and Addiction Services (OhioMHAS) is pleased to announce that the Specialized Docket Subsidy Project will be available to specialized dockets which received certification from the Supreme Court of Ohio on or after July 1, 2019. The funding will be available for the periods of July 1, 2021 through June 30, 2022 (SFY 2022) and July 1, 2022 through June 30, 2023 (SFY 2023). Funds supporting this project are granted based on an estimate of state and federal funds for mental health and addiction services in Ohio. Should funding be reduced below the estimated level, the amount of funds approved for this project may be reduced or terminated per written notice to the applicant by Ohio MHAS. *Please note: These funds can be retroactively applied for allowable expenses incurred on or after July 1, 2021.*

\* Courts that operate projects currently receiving funding through this initiative may apply for funding if said courts are applying for a different specialized docket project.

**Eligibility**

This opportunity is available to drug courts and other specialized docket programs provided:

1. The project targets participants with behavioral health disorders. Funding is restricted to addiction and mental health only.
2. The project was granted first-time certification from the Supreme Court of Ohio on or after July 1, 2019.
3. The project must maintain current certification from the Supreme Court of Ohio throughout the funding period. By applying for these funds, the project agrees to timely submission of re-certification and/or judicial transference of certification documents. The project is required to submit re-certification documents to the Supreme Court of Ohio's Specialized Dockets Section six (6) months prior to its certification expiration date and for judicial transference, no later than four months after the new specialized docket judge is seated.

**Funding**

The selected projects are required to submit a copy of certification before funds can be released. The award amount will be \$75,000. The funds for the awarded projects will be allocated to the Alcohol, Drug Addiction and Mental Health Services (ADAMHS) or Mental Health and Recovery Services (MHRS) Board which will, in turn, transfer the funds to the court.

**Use of Funds**

The source of funds is State General Revenue Funds, Allocation Line Item #336425, Specialized Docket Subsidy.

Each selected specialized docket may use its funds for any of the following:

1. Personnel costs  
This includes salary and fringe benefits for project staff.
2. Behavioral health treatment for addiction and mental health disorders  
*Please note: These funds cannot pay for domestic violence and sex offender assessment/treatment and driver intervention programs (DIPs).*
3. Drug testing  
This can be used for payments to certified laboratories or for drug testing supplies (i.e., instant tests, reagents, rubber gloves, etc.).
4. Medication assisted treatment (MAT) medications  
The most used are Vivatrol©, Suboxone©, buprenorphine and methadone.
5. Recovery supports  
This includes recovery housing, supportive employment, recovery coaching and transportation services.

*Please note: A more detailed description for use of funds can be found on the "Allowable Expenses" document.*

### **Project Application and Required Documentation**

The project application is on the Department's website: <https://mha.ohio.gov/Schools-and-Communities/Funding-Opportunities>

Each application must be completed in its entirety. The following are required:

1. A copy of current Supreme Court initial or final certification. A copy of the certificate or certification letter must contain the certification end date.
2. Documentation of program capacity. Acceptable documentation includes:
  - A. A letter signed and dated by the specialized docket judge stating the project's annual client capacity.
  - B. The project's capacity as identified in the *Program Description* submitted to The Supreme Court of Ohio for certification if the project provided this information.
3. The one-page project application must contain all the following:
  - A. The full name of the applicant court (not the name of the project).
  - B. The type of specialized docket (i.e., family drug court, adult mental health court).
  - C. The full address of the court, including zip code.
  - D. The court's contact person's name, title, email address and telephone number and extension (if applicable).
  - E. The number of clients to be served between July 1, 2021 and June 30, 2022.
  - F. When the project became operational (month and year).
  - G. The name and title of applicant who completed the form.
  - H. The attestation must include the name, title, and signature of the authorized agent.

Please note: All applications will be screened to ensure that these requirements are included. Only those applications that are submitted in their entirety and contain all the required information and documentation will be considered. Applicants that submit incomplete information will be notified by email and informed of the deficiency(ies) and asked to submit the requested information/documentation.

### **Required Reports**

Each awarded project must submit mid-year and year-end outcome and expenditure reports to the Department by the stated deadlines. The Department will inform the awarded projects of the mechanism to be used for reporting.

## SFY 2022

1<sup>st</sup> period: 7/1/21 through 12/31/21– Report due to the Department by 1/31/2022

2<sup>nd</sup> period: 1/1/22 through 6/30/22 – Report due to the Department by 7/31/2022

## SFY 2023

1<sup>st</sup> period: 7/1/22 through 12/31/22 – Report due to the Department by 1/31/2022

2<sup>nd</sup> period: 1/1/23 through 6/30/23 – Report due to the Department by 7/31/2023

### Report data elements:

1. Number of clients carried over from the previous period.
2. Number of clients admitted into the project during the reporting period.
3. Total number of clients discharged (successfully, unsuccessfully, neutrally) during the reporting period.
4. Number of clients successfully discharged from the project during the reporting period.
5. Number of clients who were re-arrested for a new criminal charge that was committed while in the program.
6. Of the clients who were rearrested for a new criminal charge that was committed while in the program, the number of clients who were sentenced to DRC/DYS a result of that new crime.
7. Number of children reunified with parent(s) - family drug courts only.
8. Amount of Ohio MHAS funds spent on personnel (salary and benefits for specialized dockets staff).
9. Amount of Ohio MHAS funds spent on addiction and mental health treatment services.
10. Amount of Ohio MHAS funds spent on drug/alcohol testing (payments to certified labs and instant tests).
11. Amount of funds spent on medication assisted treatment (MAT) medications.
12. Amount of funds spent on recovery supports.

### **Spending Parameters and Restrictions**

Behavioral health services must be delivered by agencies/entities certified the Department to provide addiction and/or mental health services. The use of funds to pay for services by private practitioners or agencies/entities that do not have certification from the Department is prohibited. Awarded funds can only be used for the project identified in the application.

All funds awarded during SFY 2022 must be expended by June 30, 2022.

All funds awarded during SFY 2023 must be expended by June 30, 2023.

Projects will not be permitted to carry over unspent funds from one state fiscal year to the next. Because the allowable expenses are numerous and diverse, it is expected that all funds will be expended.

### **Application Submission and Due Date**

All applications and accompanying documentation must be submitted via email at: [Specialized.docket@mha.ohio.gov](mailto:Specialized.docket@mha.ohio.gov)

This solicitation will remain open until such time as all available funds have been awarded.

### **Questions and Answers**

All prospective applicants must submit their questions in writing to [Specialized.docket@mha.ohio.gov](mailto:Specialized.docket@mha.ohio.gov) by no later than 11/12/2021. Questions and answers will be posted on the Department's website at: <https://mha.ohio.gov/Schools-and-Communities/Funding-Opportunities>

### **Recommended Steps**

1. Review this announcement with the specialized docket judge and any other personnel as determined by your court.
2. Secure the required documentation that supports the number of clients your specialized docket will serve in SFY 2022.
3. Complete and sign the one-page application. Scan the application and supporting documentation, and email to [Specialized.docket@mha.ohio.gov](mailto:Specialized.docket@mha.ohio.gov).



## Specialized Dockets Subsidy Project – Allowable Expenses

- **Payroll costs for specialized dockets staff**
- **Behavioral health treatment services:** addiction and mental health. Please note: this does not include: domestic violence assessment/treatment, sex offender assessment/treatment and driver intervention programs (DIPs). Pursuant to O.R.C 5119.36(B), the allowable behavioral health services must be delivered by community addiction service providers and/or community mental health service providers certified by Ohio MHAS.

### Addiction Treatment Services

- Assessments
- Outpatient and intensive outpatient treatment
- Residential treatment
- Case management
- Detoxification services
- Integrated treatment for co-occurring mental health and substance use disorders

### Mental Health Treatment Services

- Assessments
- Community Psychiatric Supportive Treatment (CPST)
- Crisis intervention
- Individual and group counseling
- Injections (long-acting antipsychotic medications)
- Psychological testing
- Psychiatric diagnostic interview
- Partial hospitalization
- Pharmacological management

- **Medication for Opioid Use Disorder (MOUD) and other medications for Alcohol Use Disorder**

- **Urinalysis**

- Drug testing supplies: instant tests, reagents, rubber gloves, etc.
- Payments to laboratories

- **Recovery Supports**

- Housing

- Recovery housing
- Rent deposits
- Short-term housing
- Utilities

- Transportation

- Bus passes
- Gas cards
- Cab/Uber fare
- *Automotive maintenance (i.e. tires, brakes, etc.) auto insurance and outstanding traffic ticket/court costs are not allowable*

- Emergency basic needs
  - Food vouchers
  - Clothing vouchers
  - Hygiene products
- Peer support/recovery coaching
- Childcare
- Employment
  - Job training/educational services
  - Job uniform/attire
  - Interview attire
  - Vocational certifications
  - Supportive employment
  - Professional license reinstatement fees only, driver license reinstatement fees are not allowable
- Private insurance co-pays
- Identification
  - Driver license
  - Social Security card
  - Birth certificate

Please be advised that that the expenses listed in this document are general in nature and are not exclusive. Provided are some examples:

1. **Urinalysis** - only drug testing supplies (instant tests, reagents, rubber gloves, etc.) and payments to laboratories are allowable. Your court could use the funds to pay for hair tests, blood tests, saliva tests and any other means to determine the presence of illegal substance use and/or the presence of required MAT medications, i.e. buprenorphine. *However, SCRAM, interlock devices and eye scan/pupillometry equipment are not allowable expenditures for this project.*
2. **Medication Assisted Treatment (MAT) medications** – This includes not only all Mat medications, but also the medical expenses involved including: physical exam and diagnosis, lab work associated with the physical exam, and injection administration (VivatroI®). *These funds cannot be used to pay the monthly \$200 to \$300 some medical practitioners charge patients to obtain monthly Suboxone® prescriptions.*
3. **Recovery Supports – Emergency basic needs** – The word “emergency” is not to be taken literally such as in the event of a flood or fire. The intent of recovery supports is to remove barriers to treatment and self-help support group meeting attendance and achieving abstinence/maintaining sobriety/sustaining recovery. Many participants are living in shelters, recovery housing or residential treatment while others are in need of leaving their current environment and need to establish a sober residence. Some participants are in a suitable residence but are unable to work or only work part-time due to treatment and court schedules. Any of the emergency basic need items can be purchased as incentives/rewards as well. Furthermore, in addition to vouchers, food items can be obtained through direct purchase by the court, purchase orders and grocery store gift cards.
4. **Recovery Supports – Employment** – This includes fees or equipment/supplies needed for a job training program and/or apprenticeship program offered through a Workforce Innovation and Opportunities ACT (WIOA) program that is provided by a county Job and Family Services Department’s Office of Workforce Development, or Veterans Opportunities to Work (VOW) administered by the Veterans Administration. The following are also allowable expenses:
  - a. Educational services such as GED testing (now High School Equivalency Test). This fee is approximately \$120.00. Voucher codes (voucher is worth \$80 for first-time test takers) are available by contacting one of your local Career Technical Planning Districts Offices <http://education.ohio.gov/Topics/Career-Tech/HSE-CTPD> . Your

court's allocation funding can pay for all or part of the cost of the GED test. These funds can also pay for the cost of SAT and/or ACT tests for participants who wish to attend college. *Unallowable expenses include: college and trade school tuition, computer devices such as lap tops and tablets, room and board, activity/lab fees as well as parking tickets and outstanding balances with a college or trade school.*

- b. Clothing vouchers – in addition to vouchers, clothing can be purchased through the same means as explained above for food (under emergency basic needs). Other allowable clothing expenditures include uniforms, attire (i.e. “scrubs”, steel-toed boots, position-appropriate apparel and interview attire).

- 5. **Recovery Supports – Child Care** – These funds can be used to pay for child care when the person is attending treatment and self-help groups. These funds cannot be used to pay for employment-related child-care needs.



## Cindy Lastuka

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**From:** joani.moore@mha.ohio.gov  
**Sent:** Monday, November 22, 2021 12:52 PM  
**To:** Cindy Lastuka  
**Subject:** Award Notice - Veterans Court  
**Attachments:** Specialized Dockets Allowable Expenses.pdf

**Importance:** High

Good afternoon,

I am writing to inform you that your veterans court will be receiving a \$75,000 award from the SFY 2022 Specialized Docket Subsidy Project funds. This project will also receive a \$75,000 allocation award in SFY 2023. The source of these funds are State General Revenue Funds (GRF), Appropriation Line Item 336425.

The Department will be sending your funds to the Medina County ADAMHS Board. The Board has been made aware of your award. Please contact them to see if there are any details that need to be in place – such as a written agreement – before the funds are released to your court. We have asked the Board to transfer these funds to your court in one lump sum.

The use of these funds are retroactive to July 1, 2021. I have attached an allowable use of funds document for your review and records. Pursuant to the Request for Applications (RFA), the project funds must be spent or encumbered by June 30, 2022.

Because your veterans court is receiving an award for the entire SFY 2022, you will be required to submit an outcomes and expenditures report for both reporting periods. I will be sending an email with a link to this report. **Please be advised that you will know how many clients were in your program on 6/30/2021 to answer Question # 10 on the January report.** I will send another email in June 2022 for the second year half report. I will also provide a password to access each of the surveys. Below is the schedule and questions you will report on:

### SFY 2022

1<sup>st</sup> period: 7/1/2021 through 12/31/2021 – Report due to the Department by 1/31/2022

2<sup>nd</sup> period: 1/1/2022 through 6/30/2022 – Report due to the Department by 7/31/2022

### SFY 2023

1<sup>st</sup> period: 7/1/2022 through 12/31/2022 – Report due to the Department by 1/31/2023

2<sup>nd</sup> period: 1/1/2023 through 6/30/2023 – Report due to the Department by 7/31/2023

### Report data elements

- Number of clients carried over from the previous reporting period.
- Number of clients admitted into the project during the reporting period.
- Total number of clients discharged (successfully, unsuccessfully, neutrally) during the reporting period.
- Number of clients successfully discharged from the project during the reporting period.
- Number of clients maintained in the program that will be carried over to the next reporting period.
- Number of discharged clients arrested for a new criminal charge that was committed while in the program.
- Of the discharged clients who were rearrested for a new criminal charge while in the program, the number of clients who were sentenced to DRC/DYS as a result of that new crime.
- Number of children reunified with parent(s) – family drug courts only.
- Amount of Ohio MHAS funds spent personnel (salary and benefits for specialized dockets staff).

- Amount of Ohio MHAS funds spent on addiction and mental health treatment services.
- Amount of Ohio MHAS funds spent on drug/alcohol testing
- Amount of Ohio MHAS funds spent on medication-assisted treatment (MAT) medications.
- Amount of Ohio MHAS funds spent on recovery supports.
- Total amount of Ohio MHAS funds during the reporting period.

I coordinate this project and serve as your point-of-contact. I am here to assist you in any way I am able. Please let me know if you have any questions.

Should you wish to speak with me, I can be reached at my alternative work location number: (614) 208-9214. My office hours are M-F, 6:30 A.M. to 3:00 P.M.

Congratulations. I look forward to continue to work with your court.

Joani Moore, MS  
Specialized Dockets and TASC Coordinator  
Bureau of Criminal Justice  
Ohio Department of Mental Health and Addiction Services  
30 E. Broad Street, 8<sup>th</sup> Floor  
Columbus, Ohio 43215  
[Joani.Moore@mha.ohio.gov](mailto:Joani.Moore@mha.ohio.gov)  
(614) 208 -9214 - Alternative Work Location  
(614) 752-7385 – Office

**PLEASE NOTE MY NEW ALTERNATIVE LOCATION PHONE NUMBER**



**REQUEST FOR COUNCIL ACTION**

No. RCA 21-245-12/13

FROM: Keith H. Dirham, Finance Director

Committee: Finance

DATE: December 1, 2021

SUBJECT: Expenditure greater than \$25,000 – Jet-A Fuel

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to authorize an expenditure not to exceed \$66,500 to EPIC Aviation LLC for the purchase of Jet-A fuel at the Medina Municipal Airport during 2022. NOTE: Through November 2021, the City paid EPIC Aviation \$37,057.65 for Jet-A fuel.

Estimated Cost: \$66,500

Suggested Funding: Medina Municipal Airport Fund

- sufficient funds in Account No. 547-0650-53314
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: To pay for fuel purchased in January.

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**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

# REQUEST FOR COUNCIL ACTION

No. RCA 21-246-12/13  
Committee: Finance

FROM: Barbara Dzur/Grants

DATE: December 3, 2021

SUBJECT: Amending Resolution 153-21

## SUMMARY AND BACKGROUND:

On September 13, 2021 Council amended Resolution 92-12 with Resolution 153-21 relative to the allocations of fund for the Small Cities PY21 Community Development Block Grant (CDBG) program. The amendments were as follows:

### PY21 CDBG Allocation Grant

Activity #1	Code Enforcement	\$49,375
Activity #2	Public Service (Public Transit)	\$73,125
Activity #3	Machinery for Lawn Mowing Program	\$18,000
Activity #4	Fair Housing Administration Contract with ORDC	\$ 3,000
Activity #5	Local Administration	<u>\$ 6,500</u>
Total		\$150,000

The Ohio Department of Development revised the category amounts that the city submitted. Council needs to approve the revised totals as follows for auditing purposes:

### PY21 CDBG Allocation Grant

Activity #1	Code Enforcement	\$49,400
Activity #2	Public Service (Public Transit)	\$73,100
Activity #3	Machinery for Lawn Mowing Program	\$18,000
Activity #4	Fair Housing Administration (ORCD)	\$ 6,500
Activity #5	Local Administration	<u>\$ 3,000</u>
Total		\$150,000

### Estimated Cost:

#### Suggested Funding:

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

Emergency Clause Requested: No

Reason:

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**RESOLUTION NO. 153-21**

**AN ORDINANCE AMENDING RESOLUTION NO. 92-21, PASSED JUNE 14, 2021, SECTION 1, RELATIVE TO THE SMALL CITIES PY21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Resolution No. 92-21, passed June 14, 2021 authorized the filing of an application for grant assistance from the Ohio Development Services Agency, Office of Housing and Community Development, in connection with the Small Cities PY21 Community Development Block Grant (CDBG) Program; and

**WHEREAS:** Section 1 of Resolution 92-21, passed June 14, 2021 currently reads in part as follows:

**PY17 CDBG Allocation Grant**

Activity No. 1	Code Enforcement	\$30,000
Activity No. 2	Public Service	\$40,500
Activity No. 3	Parks	\$70,000
Activity No. 5	Fair Housing	\$ 3,500
Activity No. 6	Administration	<u>\$ 6,000</u>
		\$150,000

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

**SEC. 1:** That Section 1 of Resolution 92-21, passed June 14, 2021, be amended to read in part as follows:

**PY21 CDBG Allocation Grant**

Activity No. 1	Code Enforcement	\$49,375 - <del>49,400</del>
Activity No. 2	Public Service ( <b>Public Transit</b> )	\$73,125 - <del>73,100</del>
Activity No. 3	<b>Machinery for Lawn Mowing Program</b>	\$18,000
Activity No. 4	Fair Housing	\$ 3,500 - <del>3,000</del>
Activity No. 5	Administration	<u>\$ 6,000</u> - <del>6,500</del>

\$150,000

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason it needs to be submitted before September 15, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** September 13, 2021

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 13, 2021

**SIGNED:** Dennis Hanwell  
Mayor

OK  
D2 Approved  
12-6-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-247-12/13

**FROM:** Jansen Wehrley  
**DATE:** December 3, 2021  
**SUBJECT:** 368 Foundry Street

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

The Parks Department respectfully request Council to consider the purchase of property at 368 Foundry Street PPN#02819A16009 using the American Rescue Plan Act funds.

**Estimated Cost:** TBD

**Suggested Funding:** 171-0301-54411

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

**Emergency Clause Requested:** YES

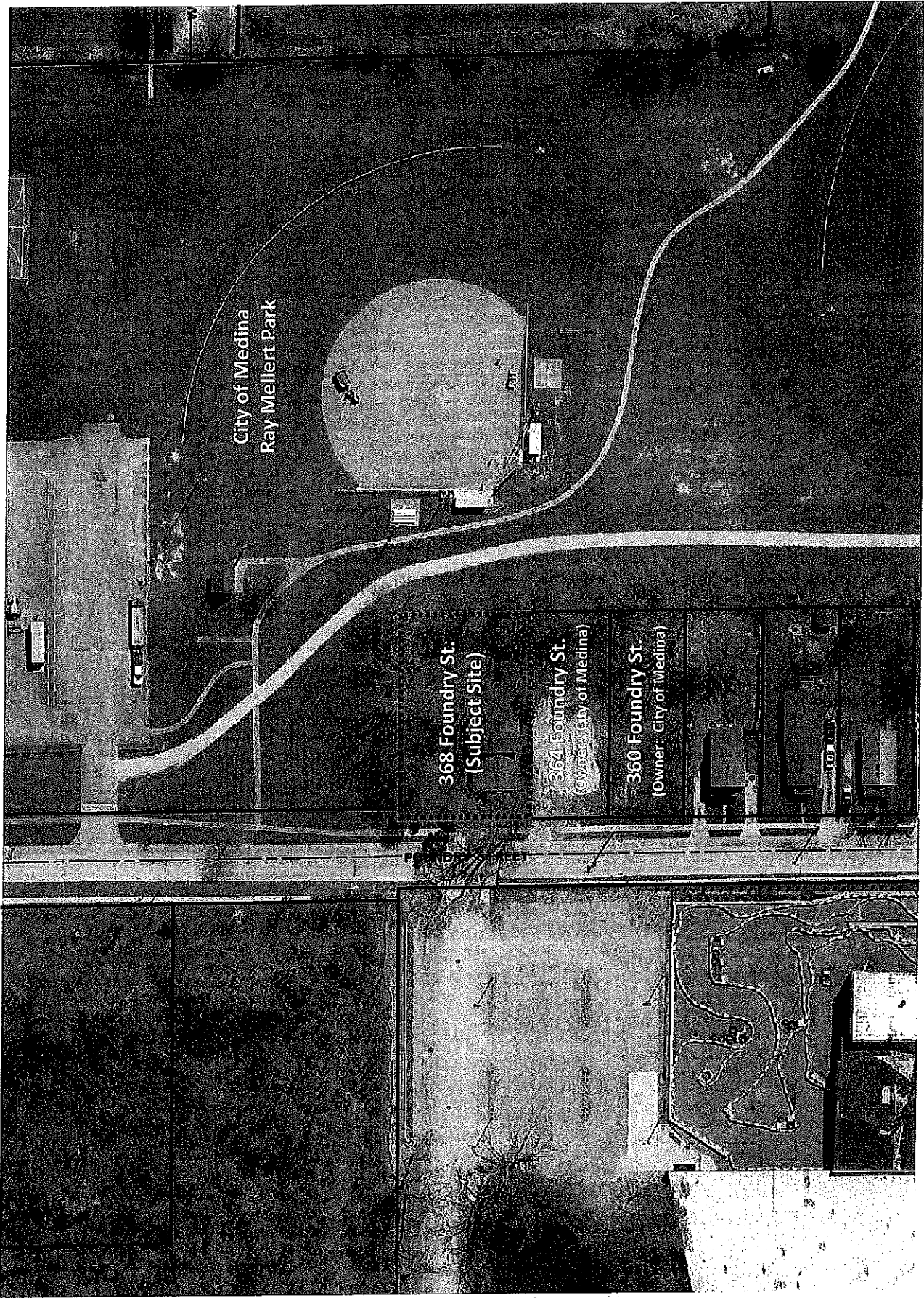
**Reason:** To try and secure the property before it is put back on the market.

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**



City of Medina  
Ray Mellert Park

368 Foundry St.  
(Subject Site)

364 Foundry St.  
(Owner: City of Medina)

360 Foundry St.  
(Owner: City of Medina)

FOUNDRY STREET



## **Jansen Wehrley**

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**From:** Lori Bowers  
**Sent:** Tuesday, November 23, 2021 3:24 PM  
**To:** Dennis Hanwell; Jessica Hazeltine; Jansen Wehrley; Barbara Dzur  
**Subject:** FW: Property

Please see below for the opinion from the attorney regarding the Foundry St property.

Thanks,  
Lori

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**From:** Lisa A. Mack <lmack@walterhav.com>  
**Sent:** Tuesday, November 23, 2021 3:20 PM  
**To:** Lori Bowers <lbowers@medinaoh.org>  
**Subject:** RE: Property

Lori,  
This project to expand park property in a low-income area would be an appropriate use of ARPA funds. The creation of additional outdoor park space would respond to the public health crisis by providing a space for residents to enjoy the outdoors. Spending time in outdoor spaces is preferable to gathering indoors where it is more likely to transmit COVID-19. The outdoor space responds to the public health emergency by providing an outdoor space to encourage social distancing. The fact that the park is in a low-income area also helps to alleviate the burden of negative health and financial effects, which have been disproportionately borne by low-income individuals.  
Lisa

### **Lisa A. Mack**

ASSOCIATE  
DIRECT LINE (216) 916-2513  
1301 E. Ninth St. | Suite 3500 | Cleveland, OH 44114

**WALTER | HAVERFIELD<sup>LLP</sup>**  
Attorneys At Law

[CLEVELAND](#) | [COLUMBUS](#) | [MAYFIELD HEIGHTS](#)



[TRANSFER LARGE FILES TO ME](#)

ATTENTION: This e-mail message, including any attachment, is sent by the law firm of Walter | Haverfield LLP and may contain PRIVILEGED and

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-248-12/13  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: December 6, 2021  
SUBJECT: Property Tax Advance Request

**SUMMARY AND BACKGROUND:**

Please approve the annual resolution requesting that the County Auditor make tax advances during 2022 pursuant to Ohio Rev. Code §321.34.

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: Request to the County Auditor is due on Thursday, January 14, 2022. (Received from County on 12/06/21)

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



# Medina County Auditor

MIKE KOVACK

144 North Broadway St. • Medina, Ohio 44256

Date: December 6, 2021

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

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

Re: Tax Advances (1st half 2022 collection)  
(2nd half 2022 collection)

Schedule for Advances on the First Half Tax Collection:

REQUEST SLIP DUE BY:

PAYMENT DATES:

FRIDAY: January 14, 2022

FRIDAY: January 21, 2022

FRIDAY: February 4, 2022

FRIDAY: February 18, 2022

FRIDAY: March 4, 2022

Schedule for Advances on the Second Half Tax Collection:

PAYMENT DATES:

FRIDAY: July 1, 2022

FRIDAY: July 15, 2022

FRIDAY: July 29, 2022

There will be seven advances for the year, four of them payable during the first half and three of them payable during the second half. When passing your resolution or ordinance, please indicate that you are requesting all available advances for the year.

Please send in one request slip (see attached) and a copy of your resolution or ordinance stating that you want the advances for the year of 2022. Please have your President of the board sign the slip.

If you would like to request the advances but will not have your resolution or ordinance until after the first advance date, let me know.

If you have any special needs or questions, please call  
330-725-9766.

**REQUEST FOR ADVANCE OF TAXES COLLECTED  
MUNICIPALITIES, SCHOOL DISTRICTS, TOWNSHIPS**

Rev. Code Sec. 321.34

**To the Auditor of Medina County, Ohio:**

\_\_\_\_\_, Ohio, \_\_\_\_\_, 20\_\_\_\_\_.

*YOU ARE HEREBY REQUESTED to issue your warrant upon the County Treasurer of said County in favor of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ in said County for \_\_\_\_\_ Dollars, of the current collection of taxes assessed and collected for and in behalf of said \_\_\_\_\_ which shall be held and treated as an advance payment on the current collection of taxes due said \_\_\_\_\_ at the ensuing settlement, 20\_\_\_\_\_, as provided by law.*

*Pursuant to a Resolution adopted by the \_\_\_\_\_, adopted \_\_\_\_\_, 20\_\_\_\_\_. Resolution No. \_\_\_\_\_.*

\_\_\_\_\_  
*(President of Board - City - Village Treasurer)*

\_\_\_\_\_  
*Fiscal Officer/Treasurer*

- 
1. Fiscal Officer or Treasurer
  2. \_\_\_\_\_ School District. \_\_\_\_\_ Township, or the (City - Village) of \_\_\_\_\_
  3. District, Township or Municipality:
  4. Board of Education of said School District. Board of Trustees of said Township. or Council of said Municipality.

**REQUEST FOR COUNCIL ACTION**

**From:** Paul Rose, At-Large Council  
Kathy Patton, Clerk of Council

No. RCA 21-249-12/13

**Date:** December 1, 2021

**Committee:** Finance Only

**Subject:** Agreement for Board Manager Software from Escribe

**Summary and background:**

Requesting authorization to enter into an agreement with Escribe for software to host and manage the City of Medina Boards & Commissions on the city website.

This program will allow for transparency to the public and offer an easy way for the citizens of Medina to view openings on boards, view overviews of each board/committee, and also allow the public view vacancies and to apply right from the website. It will keep track of members, term limits and contact information.

The term of the agreement is for 36 months, with a cost of \$1,520.00 for start-up and training an annual subscription fee of \$2,010/yr.

Year 1 - \$3,530.00 Start up and first year subscription

Year 2 - \$2,010.00

Year 3 - \$2,010.00

**Estimated Cost:** See above

**Suggested Funding:** TBD – Possibly split between Council, Mayor’s Office and Community Development Department

**Sufficient Funds in Account:**

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:**

~~Yes~~

~~No~~

*N/A Under \$15,000  
Finance Only*

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**



## Pricing

eSCRIBE is pleased to offer, the following annual subscription fees and one-time setup fees to meet the requirements as outlined. eSCRIBE leverages a detailed onboarding approach developed over hundreds of successful customer implementations, allowing us to provide a fixed price, including: activation of the solution on the cloud, customer specific configuration of meeting types, content templates, and initial workflow configuration, administrator, contributor, and participant training, in addition to one on one workshop sessions and go live support for key initial meetings.

eSCRIBE Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eSCRIBE Board Manager Plus	Annual	\$ 2,010	1	\$ 2,010
Forms Authentication		INCL		
<b>Total - Annual Software and Support Fees</b>				<b>\$ 2,010</b>
Implementation Fees				
		Service Fee	Quantity	Cost
eSCRIBE Board Manager Setup/Training	Per Board	\$ 1,110	1	\$ 1,110
eSCRIBE Application Manager Setup/Training	Per Application	\$ 410	1	\$ 410
<b>Total - One-time Implementation Fees</b>				<b>\$ 1,520</b>

## Subscription Agreement



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the \_\_\_\_ day of November, 2021;

### **BETWEEN:**

**eSCRIBE Software Ltd. ("eSCRIBE")**

- and -

**City of Medina, Ohio ("Customer")**

**WHEREAS**, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

**NOW THEREFORE**, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

### **Definitions**

**"Customer Data"** shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

**"Data Storage:** refers to the online electronic secure storage of Customer Data during the Use of the Services.

**"Documentation"** includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

**"Implementation Services"** refers to the configuration and training services, and other services set out in Appendix C.

**"Personal Information"** means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

**"Location"** refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

**"Support Services"** shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.

**"Taxes"** refers to all present or future sales tax, consumption tax and similar taxes.



“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

### 1. Services

- a. eSCRIBE shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable for Use, eSCRIBE shall notify the Customer immediately.





- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
  - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
  - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
  - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
  - v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
  - vi. The Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
  - vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
  - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

### 2. Support Services

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.

### 3. Fees

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement. The Subscription Fees are due annually thereafter, and will increase



- from the previous year's Subscription Fees by two-point-five percent (2.5%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE provide onsite training, additional travel and living expenses would apply.
  - c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
  - d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
  - e. All payments are due thirty (30) days from the date of invoice.
  - a. All references to currency are in US Dollars.

#### 4. Term

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term").

#### 5. Termination

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eSCRIBE, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to



Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eSCRIBE shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

### 6. Limitation of Liability

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

### 7. Indemnity

- a. eSCRIBE shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses



(including reasonable lawyer's fees) arising out of any suit, claim or action relating to eSCRIBE's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eSCRIBE's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eSCRIBE shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eSCRIBE if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eSCRIBE, to infringe or potentially infringe a third party's rights, eSCRIBE shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eSCRIBE determines that neither of the foregoing options are reasonably available, eSCRIBE may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

### 8. Confidentiality

- a. "**Confidential Information**" means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee



information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eSCRIBE agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eSCRIBE acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services,



disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

10. **Insurance**

- a. eSCRIBE shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
  - i. General liability insurance insuring eSCRIBE's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
  - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
  - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and



- iv. Errors and omissions liability insurance insuring eSCRIBE to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
- A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
  - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eSCRIBE's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
  - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
  - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eSCRIBE;
  - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
  - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eSCRIBE.





If coverage is to be cancelled or non-renewed for any reason, eSCRIBE shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eSCRIBE at eSCRIBE's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eSCRIBE.

- b. eSCRIBE shall ensure that all policies of insurance will:
  - i. be written with an insurer properly licensed to do business;
  - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
  - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eSCRIBE.
- d. eSCRIBE shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eSCRIBE fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eSCRIBE.
- f. eSCRIBE and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eSCRIBE may sustain incidental to or in any way related to eSCRIBE's obligations under this Agreement.

### 11. Advertising

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

### 12. Trademarks

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products



and services, belong to eSCRIBE. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

### 13. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

### 14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eSCRIBE are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this



Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.



- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eSCRIBE Software Ltd.  
204-60 Centurian Drive  
Markham, ON L3R 9R2

Attention: Office of the President

**Customer Contact Info for Notices:**

City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Attention: Office of the Clerk of Council

**Subscription Agreement**



The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

City of Medina, Ohio

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Robert Treumann, CEO  
Authorizing Officer, Title

\_\_\_\_\_  
Authorizing Officer, Title

I have the authority to bind the organization

# Subscription Agreement



## Appendix A – Annual Subscription Fees

eSCRIBE Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eSCRIBE Board Manager Plus	Annual	\$ 2,010	1	\$ 2,010
Forms Authentication		INCL		
<b>Total - Annual Software and Support Fees</b>				<b>\$ 2,010</b>



### Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

#### **Definitions:**

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

**"Business Hours"** means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

**"Extended Hours"** means the hours during which eSCRIBE's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

**"Support Contacts"** means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

**"Updates"** shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

#### **Support Services:**

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE's support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

## Subscription Agreement



### Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

### Problem Reporting Process:

#### **Step 1: Contact eSCRIBE using one of the following methods:**

Toll free number 1-855-299-0023

Email: [support@escribemeetings.com](mailto:support@escribemeetings.com)

Portal: <https://customerportal.escribemeetings.com>

#### **Step 2: Provide the following information:**

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

#### **Step 3: Provide a description of the problem.**

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
<b>1- Complete Services or business critical functions unavailable or impaired</b>	Within 2 hours	Every 4 hours
<b>2- Specific Services functions unavailable or impaired</b>	Within 4 hours	Every 8 hours
<b>3- Services operational, isolated or individual user issues</b>	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and





resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

### **General Support Terms:**

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

## Subscription Agreement



### Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as listed below.

Implementation fees		Service fee	Quantity	Cost
eSCRIBE Board Manager Setup/Training	Per Board	\$ 1,110	1	\$ 1,110
eSCRIBE Application Manager Setup/Training	Per Application	\$ 410	1	\$ 410
<b>Total - One-time Implementation Fees</b>				<b>\$ 1,520</b>



Appendix D – Authorized Customer Locations

Authorized Meeting Types

Meeting	Name
<b>Main Meeting Body</b> (Council/Board of Trustees)	
<b>Standing Committees</b> (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	
<b>Reporting Subcommittees</b> (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	



**Appendix E – Legacy Data Storage Fees**

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eSCRIBE will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

<b>GB</b>	<b>Price / GB / Year</b>	
<b>0-50</b>	\$	10.00
<b>51-100</b>	\$	9.50
<b>101-150</b>	\$	9.00
<b>151-200</b>	\$	8.50
<b>201-300</b>	\$	8.00
<b>301+</b>	\$	7.50



**Appendix F – Third Party Data Migration – Project Scope**

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Third Party Data Migration Services listed below.

**In Scope**

N/A

**Out of Scope**

N/A

**Assumptions**

N/A

**Additional Notes**

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

**Additional Fees**

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

# Subscription Agreement



## Modification to Services

The Customer wishes to modify the Services as defined below, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated \_\_\_\_\_

### Services Fees:

Months	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total - Annual Subscription Fees</b>				\$ -

### Implementation Fees:

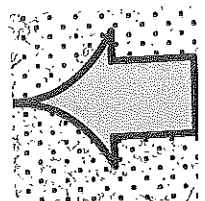
Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
<b>Total Training Fees</b>			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
<b>Total - One-time Implementation Fees</b>			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Client



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Robert Treumann, CEO  
Authorizing Officer, Title  
I have the authority to bind the organization

\_\_\_\_\_  
Authorizing Officer, Title

# REQUEST FOR COUNCIL ACTION

No. RCA 21-250-12/13

Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: November 26, 2021  
SUBJECT: Advance Request

## SUMMARY AND BACKGROUND:

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

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	CDBG-Allocation Fund(#125)	\$150,000	Program year 2021 CDBG-Allocation Federal Grant

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the grantor agency.

Estimated Cost: \$150,000 from the General Fund. General Fund to be reimbursed once grant funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.: \$150,000 increase to account 001-0707-56615  
Refer to Appropriation Adjustment #2021-046

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Ord. 219-21  
12-13-21

OK  
D. Hanwell  
12-7-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-251-12/13  
Committee: Finance

FROM: Mayor Dennis Hanwell

DATE: December 7, 2021

SUBJECT: Expense to modify new roof on County Courthouse facility

**SUMMARY AND BACKGROUND:**

Respectfully request Council to authorize an amount not to exceed \$45,000 to modify the roof materials on the new Common Pleas Courthouse facility to permit the City to display fireworks from the parking deck behind the Courthouses. The original roofing material was rubberized and would not permit the fireworks to be displayed from the parking deck. The estimate to upgrade the roofing is \$35,000 to \$40,000. The display of fireworks during the Candlelight Walk events bring a large volume of visitors to our downtown and have a very positive economic benefit to the community as a whole.

JEDD fund - \$165,805.00  
unencumbered balance - \$68,000

Estimated Cost: Not to exceed \$45,000

943-0748 - 52215

Suggested Funding: ~~TBD~~

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: No

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



# REQUEST FOR COUNCIL ACTION

No. RCA 21-252-12/13  
Committee: Finance + Council

FROM: Mayor Hanwell  
DATE: December 7, 2021  
SUBJECT: Capital Grant Request

## SUMMARY AND BACKGROUND:

City Council is requested to authorize the submission of the City's FY-23-24 Capital Budget proposal for the Fitness Room addition to the Medina Community Recreation Center. This project was originally approved by ~~City Council~~ <sup>budget</sup> in 2018 (~~Ordinance 195-18~~), and amended in 2019 (~~Ordinance 34-19~~). Medina City Schools approved the addition in 2019; however, the project had to be postponed due to the pandemic and the temporary closure of MCRC. *Res. 46-19, passed 3-25-19 (attached)*

The total cost of the project is now estimated to be \$770,000. The city will be requesting partial funding in the amount of \$385,000, which is half the cost of the project. This expansion will provide additional Fitness Room space to accommodate the appropriate distancing of equipment. Currently, half of the fitness room equipment is set up in one of the basketball courts.

Council is request to authorize and direct the Mayor to submit the request for assistance from the FY-2023-2024 capital budget. If the grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement for the implementation and administration of the grant.

*See RCA 18-162-9/10*

Estimated Cost: \$770,000

### Suggested Funding:

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

Emergency Clause Requested: Yes, for both Finance Committee and City Council  
Reason: Requests are due to Representative Ray by December 31, 2021, and Council has only one meeting in December

---

### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**FY22-23 CAPITAL BILL  
PROJECT INFORMATION  
WORKSHEET**

**(1) Project name, a brief description of overall project**

Medina Community Recreation Center Fitness Room Expansion

This project was locally approved in 2019, but due to COVID restriction and the temporary closing of the Medina Community Recreation Center (MCRC) for public use, the project did not move forward.

**(2) Specific description of what the state capital dollars would be used for**

The city would construct a 4,836 square foot addition to the north side of the current facility. This addition would be utilized to house a second larger fitness room. The expansion would permit social distancing of all the fitness equipment, a portion of which is currently relocated to one of the MCRC basketball courts.

**(3) Physical location of project (address or parcel)**

855 Weymouth Road, Medina OH 44256

**(4) Entity or organization sponsoring project**

City of Medina

**(5) Identification of facility/asset owner during construction and after work completed**

The building is owned by the Medina City Schools and the MCRC space is utilized during the school day by the high school gym classes and extra-curricular activities, as well as patrons. This use will continue during construction. This expansion project was approved by the Medina City Schools Board of Education in 2019.

The city has a 50-year lease agreement with Medina City Schools, ending on June 30, 2052, for the space specifically occupied by the Medina Community Recreation Center. Per the lease, the city will continue to operate, staff, and provide maintenance for the MCRC during and after construction.

**(6) Total project cost**

\$770,000

ORDINANCE NO. 46-19

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE LETTER OF ENGAGEMENT WITH ARNOLD ARCHITECTURAL STRATEGIES, LLC FOR PROFESSIONAL SERVICES PROVIDED FOR THE NEW FITNESS ROOM ADDITION AT THE MEDINA COMMUNITY RECREATION CENTER, AND DECLARING AN EMERGENCY.

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

- SEC. 1: That Council hereby authorizes the Mayor sign the "Letter of Engagement" with Arnold Architectural Strategies, LLC for professional services provided for the new Fitness Room Addition at the Medina Community Recreation Center.
- SEC. 2: That a copy of the "Letter of Engagement" is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3: That the funds to cover the agreement, in the amount of \$39,800.00, are available in Account No. 574-0350-52226.
- 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 project is planned to be bid in the next few weeks; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 25, 2019

SIGNED: [Signature]  
President of Council Pro-Tem

ATTEST: [Signature]  
Clerk of Council

APPROVED: March 26, 2019

SIGNED: [Signature]  
Mayor



**Arnold Architectural Strategies, LLC**

4670 Foote Road  
PO Box 426  
Medina, OH 44258

330-242-4351

ORD. 46-19  
Exh. A

March 4, 2019

Medina Community Recreation Center  
855 Weymouth Road  
Medina, Ohio 44256

Attn: Mayor Dennis Hanwell, City of Medina  
Mr. Mike Wright, Recreation Center Director

**Medina Community Recreation Center**

Letter of Engagement  
**Fitness Room Expansion**

Arnold Architectural Strategies, LLC (AAS) is delighted to have this opportunity to submit this letter of engagement for the requested Architectural Design Services required at the Medina Community Recreation Center Fitness Room Expansion.

It is the understanding of AAS that the project scope includes adding approximately 4,800± gross square feet onto the north side of the existing fitness center area. The scope would include: Phase I - design of the facility, preparation of the necessary construction documents, aid during bidding, and Phase II - overseeing the progress of the contractors during the construction phase. Further this proposal scope is based on our previous discussions.

**SCOPE of WORK: PART I**

Professional services for the **Final facility design** phase. Based upon the scope and layout of the project developed during the previous planning phases, services to include the following:

- Approval of the final design and layout of the proposed new area, which encompasses the space layout on the first floor.
- Based on the approved layout, continue with services necessary for design, bidding, and construction phases.
- Coordination with Structural, Mechanical, Plumbing & Electrical consultants.
- Building code review and incorporation into facility.
- Review and update previous construction cost opinions.
- Prepare final Architectural and engineering construction drawings, including a book spec for information on the major building systems and materials.
- Submit drawings to the City for approval to go to bid, and the building department for plan review.
- Building code evaluation & response to document review, from the building

- department, of our prepared work.
- Aide City of Medina in securing bids from contractors for the work scope, evaluate and review with Owner.
  - Assist with bidding of bid packages
  - Assist with bid review
  - Assist with contract preparation
- Award contract to successful contractor.

**SCOPE of WORK: PART II**

Professional services for the **facility construction** phase will include the following. The final scope will be based on subsequent discussions.

- Construction document clarification as required.
- Shop drawing and product review.
- Change order preparation and processing.
- Punch list review and preparation.
- Value engineering consultation w/ contractors, if requested/needed
- Scheduling of project with Contractors
- Observe on-site activities (daily basis as needed)
- Miscellaneous Onsite services, if needed (see below)
- Project coordination
- Assist as owner liaison
- Assist with project closeout
- Oversee contract changes/additional work

**COMPENSATION:**

Based on the above scope of work, our professional fees can be outlined as shown below, plus any applicable reimbursable expenses:

These services are based on providing a facility expansion of approximately 4,838 sq. ft. onto the area of the first floor, with a construction budget of \$ 585-625,000.

**PART I** fee would be broken down as follows:

Final Design Phase	\$ 4,500
Construction Documents Phase	\$ 15,000
Bidding Phase	\$ 1,800
Construction Phase	<u>\$ 3,500</u>
Total:	<u>\$ 24,800</u>

**PART II** fee would be broken down as follows:

Bidding & Construction Phase	<u>\$ 15,000</u>
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Total Project:                   \$ 39,800

Upon start of contract, a retainer of \$ 8,500 to be issued to implement the project procedures. Remainder due monthly based upon progress of the project.

Owner to provide existing drawings of the facility for use in this reconfiguration.

Any requested additional services to be compensated on an hourly basis, billed at \$175.00 (Architect), \$95.00 (Drafting) \$55.00 (Clerical), and Engineering at 1.4 x invoiced amount. Or, fees compensated as agreed upon.

Miscellaneous additional reimbursable expenses could include the following:

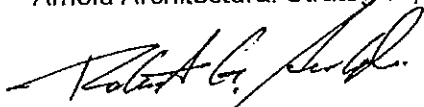
- ◆ Reimbursable costs to include, Civil Engineering, soils testing & analysis information, review fees, reviews by outside agencies, or other necessary services special to the project at hand, etc.
- ◆ Any requested additional services to be compensated on an hourly basis, billed per our current hourly rate schedule, or as agreed upon prior to service being performed.
- ◆ Required testing needed during design phase to determine existing conditions.
- ◆ Printing of drawing sets for reviews and construction bidding & construction sets, technical surveys (as approved by client), expenses, permit fees, attendance at community or government meetings, analysis required by the building and/or zoning reviews, EPA submittals & reviews (if required), etc.
  - Any Planning/Zoning or the plans review process that requires an appeal in order to obtain necessary approvals.
- ◆ Onsite services 1.2 x cost:
  - Field office
  - Dumpster
  - Porta-Pot
  - Final cleanup
  - Safety items (i.e.; barricades, fire extinguishers., signage)
  - Final signage

We are available to start this work promptly, upon your approval and receipt of retainer amount.

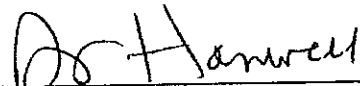
In all services outlined above, if payment is not received in a timely manner as noted on invoice, the client will be responsible for any costs incurred to collect such amount.

If there are any questions, please give our office a call, and we look forward to this opportunity of working with you on this project. If you are in agreement and would like to proceed with the scope of work, please sign and return a copy of this document and we will begin the work for you.

Respectfully submitted,  
Arnold Architectural Strategies, LLC

  
Robert G. Arnold, RA

Approved: City of Medina

Signature:  3/26/19  
Mayor Dennis Hanwell Date  
City of Medina

Cc: file

OK  
Ortman  
12-7-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-253-12/13

**FROM:** Medina Recreation Center *SSW*  
**DATE:** December 3, 2021  
**SUBJECT:** MCRC Account Number Change for ARP Funds

**Committee:** Finance Only

**SUMMARY AND BACKGROUND:**

The MCRC is requesting approval to change the account numbers for existing purchase orders to the 171 account for use of American Rescue Plan Grant Funds.

All PO's are currently 574-0351-53322 and can be changed to 171-0351-53322

The proposed changes are:

- o \$24,000 D & R Flooring: Purchase Order 21-1508
- o \$2,300 Medina Glass Company: Purchase Order 21-1511
- o \$2,700 Richard Goe Remodeling: Purchase Order 21-1639
- o \$5,400 GBA Architectural/ Purchase Order Medina Glass Block: 21-1726
- o \$1,150 RAD Construction: Purchase Order 21-1696

Please see attached emails from Walter Haverfield Attorney for approval for use of ARP Funds.

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

~~Ord./Res.  
Date:~~

*Finance Only  
per Lori  
Bowers  
12/8/21*

## Christy Moats

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**From:** Jansen Wehrley  
**Sent:** Tuesday, November 23, 2021 4:32 PM  
**To:** Christy Moats  
**Subject:** Fwd: ARP info

Good news! We need to turn in an RCA to change the account numbers for these! Can you double check with Lori... to make sure that is the correct plan?

Sent from my iPhone

Begin forwarded message:

**From:** Lori Bowers <lbowers@medinaoh.org>  
**Date:** November 23, 2021 at 2:54:16 PM EST  
**To:** Jansen Wehrley <jwehrley@medinaoh.org>, Dennis Hanwell <dhanwell@medinaoh.org>, Barbara Dzur <bdzur@medinaoh.org>  
**Cc:** Lilly Selva <lselva@medinaoh.org>  
**Subject:** FW: ARP info

Please see below from the attorney regarding the Rec Center project.

Thanks,  
Lori

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**From:** Lisa A. Mack <lmack@walterhav.com>  
**Sent:** Tuesday, November 23, 2021 12:27 PM  
**To:** Lori Bowers <lbowers@medinaoh.org>  
**Subject:** RE: ARP info

Lori,  
I think these two projects are good candidates for use of ARPA funds. They meet the test:

- First, determine “whether and how the use would respond to the COVID-19 public health emergency.”
- Second, conduct an analysis of the program or service for the following two criteria:
  - ✓ Identify a need or negative impact of the COVID-19 public health emergency.
  - ✓ Identify how the program, service, or other intervention addresses the identified need or impact.
- **If you are unable to complete the analysis, then the program or service is not eligible under this category.**

COVID-19 caused the need to socially distance, and the Rec Center is running out of room to accommodate various physical fitness activities, including aerobics, spinning, stretching, floor exercises



and stability ball usage. The negative impact of social distancing caused the Rec Center to run out of available space to follow the 6-foot social distancing guidelines. The conversion of a meeting room to a fitness room would respond to a public health emergency by allowing the Rec Center to meet the demand for fitness activities while socially distancing.

Lisa

**Lisa A. Mack**

ASSOCIATE  
DIRECT LINE (216) 916-2513  
1301 E. Ninth St. | Suite 3500 | Cleveland, OH 44114



[CLEVELAND](#) | [COLUMBUS](#) | [MAYFIELD HEIGHTS](#)



[TRANSFER LARGE FILES TO ME](#)

ATTENTION: This e-mail message, including any attachment, is sent by the law firm of Walter | Haverfield LLP and may contain PRIVILEGED and CONFIDENTIAL INFORMATION. If you are not the intended recipient, then please (i) do not print, forward, or copy this e-mail, (ii) notify us of the error by a reply to this e-mail, and (iii) delete this e-mail from your computer. Thank you.

**From:** Lori Bowers <[lbowers@medinaoh.org](mailto:lbowers@medinaoh.org)>  
**Sent:** Sunday, November 21, 2021 3:35 PM  
**To:** Lisa A. Mack <[lmack@walterhav.com](mailto:lmack@walterhav.com)>  
**Subject:** FW: ARP info

Hi Lisa,

We have another project to review. The Rec Center is looking to convert one of their meeting rooms into a fitness room to allow for social distancing. Here's the info from the department:

**The Rec Center has two projects that could potentially qualify for the ARP funds. If approved we would like to request a change to the accounts used for these projects as they are all directly related to our response to spacially distancing, eliminating and reducing congregating in areas that are generally open the public (lobby, community room, and entrance)**

**Project 1. Meeting Room Conversion**

Due to COVID19 social distance guidelines, our Rec Center faced many challenges.

- Fitness class capacity is reduced, and we are not able to meet the demands of clients. We have only one aerobics studio, and that studio has a capacity of only 15-20 participants.
- We have moved all our large exercise equipment to follow the recommended 6-foot social distancing guidelines, which greatly reduced the available area for floor exercises, stability ball usage and stretching.

To solve these two issues, we converted a meeting room into a spinning and aerobics studio that will serve as a stretching and independent exercise area when not being used for classes.

- a. \$24,000 D & R Flooring: Replacing carpet with sanitizable vinyl sheet flooring suitable for aerobics
- b. \$2,300 Medina Glass Company: Lining one wall with mirrors for exercising and fitness classes

Please let me know what you think about this one.

Thanks,

**Lori**

Lori Bowers  
City of Medina  
Deputy Finance Director  
132 N. Elmwood Ave.  
Medina, OH 44256  
Phone: 330.722.9050

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**From:** Barbara Dzur  
**Sent:** Friday, November 19, 2021 4:31 PM  
**To:** Jansen Wehrley <[jwehrley@medinaoh.org](mailto:jwehrley@medinaoh.org)>  
**Cc:** Lori Bowers <[lbowers@medinaoh.org](mailto:lbowers@medinaoh.org)>; Dennis Hanwell <[dhanwell@medinaoh.org](mailto:dhanwell@medinaoh.org)>  
**Subject:** RE: ARP info

Jansen,

One of the approved projects said "Reconfigure the front desk and lobby area to eliminate congestion, and to protect the health and safety of both employees and patrons." You are just adding more detail, so I think it is still alright.

Lori will just need to submit the room conversion for the attorney to review. Not sure what she will say to that one.

Barbara

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**From:** Jansen Wehrley  
**Sent:** Friday, November 19, 2021 3:47 PM  
**To:** Barbara Dzur <[bdzur@medinaoh.org](mailto:bdzur@medinaoh.org)>  
**Cc:** Lori Bowers <[lbowers@medinaoh.org](mailto:lbowers@medinaoh.org)>; Keith Dirham <[kdirham@medinaoh.org](mailto:kdirham@medinaoh.org)>; Dennis Hanwell <[dhanwell@medinaoh.org](mailto:dhanwell@medinaoh.org)>  
**Subject:** RE: ARP info

Barbara,

Just an FYI. The front desk is a separate project. These two are very similar, but are to replace the fitness equipment request that was not approved. Keith mentioned if it was approved by legal we could request to change the account numbers and get approval.

Jansen

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**From:** Barbara Dzur  
**Sent:** Friday, November 19, 2021 3:43 PM  
**To:** Jansen Wehrley <jwehrley@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>  
**Cc:** Lori Bowers <lbowers@medinaoh.org>; Keith Dirham <kdirham@medinaoh.org>  
**Subject:** RE: ARP info

Jansen,  
The two projects below already qualify for ARP. Council asked to have department heads give them more exact costs. If you need to adjust the amounts, that shouldn't be a problem.  
Barbara

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**From:** Jansen Wehrley  
**Sent:** Friday, November 19, 2021 3:29 PM  
**To:** Keith Dirham <kdirham@medinaoh.org>; Lori Bowers <lbowers@medinaoh.org>  
**Cc:** Dennis Hanwell <dhanwell@medinaoh.org>; Barbara Dzur <bdzur@medinaoh.org>; Christy Moats <cmoats@mcrc.medinaoh.org>  
**Subject:** FW: ARP info

Keith/Lori,

Per our staff meeting conversation regarding the ARP Funds (since we cannot utilize the same for the proposed fitness equipment) Would you be able to check with the legal counsel about the projects below? None of these have been started at this point and we would like to try to use a portion of the allocated amount that we were not able to spend. Please advise.

Thank you!!!

Jansen

**The Rec Center has two projects that could potentially qualify for the ARP funds. If approved we would like to request a change to the accounts used for these projects as they are all directly related to our response to spacially distancing, eliminating and reducing congregating in areas that are generally open the public (lobby, community room, and entrance)**

#### **Project 1. Meeting Room Conversion**

Due to COVID19 social distance guidelines, our Rec Center faced many challenges.

- Fitness class capacity is reduced, and we are not able to meet the demands of clients. We have only one aerobics studio, and that studio has a capacity of only 15-20 participants.
- We have moved all our large exercise equipment to follow the recommended 6-foot social distancing guidelines, which greatly reduced the available area for floor exercises, stability ball usage and stretching.

To solve these two issues, we converted a meeting room into a spinning and aerobics studio that will serve as a stretching and independent exercise area when not being used for classes.

- a. \$24,000 D & R Flooring: Replacing carpet with sanitizable vinyl sheet flooring suitable for aerobics

- b. \$2,300 Medina Glass Company: Lining one wall with mirrors for exercising and fitness classes

**Project 2. Entrance Conversion**

Our main entrance has a front desk area that creates a “pinch point” for traffic flow, causing all participants entering and exiting the fitness room to pass in close proximity to one another. We also had an adjacent corner area with floor to ceiling cubbies for people to place their personal belongings. This area is very congested and encouraged socializing and caused people to pass very closely, within inches at times.

We have proposed removing the portion of front desk that restricts traffic flow, and moving a length of glass block wall that separates the entrance from the fitness area. This will open up the entrance and create an additional 100sf of much needed space in the fitness room to help keep the recommended social distancing guidelines between fitness stations. We will also move the cubbies out of the corner area, increase the number available and spread them out along a spacious lobby area to encourage distancing in a much larger area.

- a. \$2,700 Richard Goe Remodeling: Build two additional cubby cabinet towers for main lobby
- b. \$5,400 GBA Architectural/ Medina Glass Block: Move existing glass block wall, reusing blocks when possible
- c. \$1,150 RAD Construction: remove tile floor under existing front desk to enlarge fitness room and eliminate pinch point

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**From:** Christy Moats  
**Sent:** Friday, November 19, 2021 3:15 PM  
**To:** Jansen Wehrley <[jwehrley@medinaoh.org](mailto:jwehrley@medinaoh.org)>  
**Subject:** ARP info

Christy Moats  
Recreation Center Superintendent  
Medina Community Recreation Center  
855 Weymouth Road  
Medina, Ohio 44256  
330-721-6919



OK  
D.H. <sup>approved</sup>  
12-7-2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-254-12/13

**FROM:** Medina Community Recreation Center <sup>seed</sup>  
**DATE:** December 7, 2021  
**SUBJECT:** Purchase of Selectorized Weight Equipment

**Committee:** Finance

## SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the purchase of twenty pieces of Matrix Ultra and Aura Selectorized weight equipment through Johnson Heath Tech North America on OHIO DAS State Term Schedule #800848 Index #STS650. Price includes removal of old equipment and delivery & install of new. Requesting approval to apply a used equipment trade in discount of \$7,000.00 for the used equipment listed below:

Manufacturer	Model Year	Item Description:	Model #	Serial #
Cybox	2002	Arm Extension	4540-90	454090W333855
Cybox	2002	Back Extension	4712-90	471290W042635
Cybox	2002	Ab Crunch	4705-90	47659xxxx373x (torn tag)
Cybox	2002	Rotary Hip	4865-90	Y10-140486590-2635
Cybox	2002	Seated Leg Press	505-90	460590W471936
Cybox	2002	Standing Calf	4875-90	487590W097835
Cybox	2002	Arm Curl	4535-90	453590W381835
Cybox	2002	Glute VR 3	12170-90	D0831121709090
Cybox	2002	Eagle Torso Rotation	11190	GO42611190098N
Cybox	2002	Seated Leg Curl	4627-90	462790W115035
Cybox	2002	Leg Extension	4612-90	46120W122035
Cybox	2002	Hip Abduction	4645-90	464590W371947
Cybox	2002	Hip Abduction	4640-90	464090W391848
Cybox	2002	Dual Axis Row/Rear Delt	4520-90	A52090W431335
Cybox	2002	Dual Axis Incline Press	4512-90	451290W089636
Cybox	2002	Dual Axis Chest Press	4507-90	450790W370835
Cybox	2002	Dual Axis Overhead Press	4527-90	452790W167835
Cybox	2002	Dual Axis Pulldown	4515-90	451590W276635
Cybox	2002	Fly	4545-90	454590W175135
Cybox	2002	Lateral Raise	4530-90	453090W117835

Quote # QUO-112538-J4RD0 total: \$61,686, attached.

**Estimated Cost:** **\$61,686**

**Suggested Funding:**

- sufficient funds in Account No. **574-0351-53315 ( Carryforward Funds)**
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- **NEW APPROPRIATION** needed in Account No. \_\_\_\_\_

**Emergency Clause Requested: Yes**

**Reason:** Price increase effective January 1<sup>st</sup>, 2022

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

# QUOTE

# MATRIX

Date: 12/07/2021  
 Quote #: QUO-112583-J4R4D0  
 Expires On: 01/06/2022

**Primary Sales Contact**  
 Tom Varga  
 P: 330-267-8741 F: 608-839-5689  
 Tom.Varga@matrixfitness.com

**Alternate Sales Contact**  
 Travis Gebhart  
 P: F:  
 Travis.Gebhart@johnsonfit.com

**Bill To:**  
 Medina Community Recreation Center  
 Christy Moats  
 855 Weymouth Rd  
 Medina, OH 44256-2039  
 US  
 (330) 721-6900 - cmoats@mcr.medinaoh.org

**Ship To:**  
 Medina Community Recreation Center  
 855 Weymouth Rd  
 Medina, OH 44256-2039  
 US

**Comments:**

Ohio DAS State Term Schedule  
 SCHEDULE #800848  
 INDEX #STS650

QUOTE IS GOOD THROUGH 1/31/22

**Shipping Notes:**

- Strength Frame Color: Black Matte - Pad Color: Allspice - Cardlo Frame Color: Black Matte

Qty	Model Number	Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
1	G7-S13-02	Matrix Ultra Converging Chest Press- IS/Black	\$6,285.00	\$6,285.00	\$6,285.00
1	G7-S23-02	Matrix Ultra Converg. Shlder Press - IS/Black	\$6,155.00	\$6,155.00	\$6,155.00
1	G7-S33-02	Matrix Ultra Diverg. Lat Pulldown- IS/Black	\$6,155.00	\$6,155.00	\$6,155.00
1	G7-S34-02	Matrix Ultra Diverging Seated Row- IS/Black	\$6,285.00	\$6,285.00	\$6,285.00
1	G7-S21-02	Matrix Ultra Lateral Raise-IS/Black	\$5,705.00	\$5,705.00	\$5,705.00
1	G7-S22	Matrix Ultra Rear Delt / Pec Fly - IS/Black	\$6,155.00	\$6,155.00	\$6,155.00
1	G3S60	Matrix Aura - Dip Chin Assist	\$4,815.00	\$4,815.00	\$4,815.00
1	G7-S42-02	Matrix Ultra Triceps Press - IS/Black	\$6,155.00	\$6,155.00	\$6,155.00
1	G7-S40-02	Matrix Ultra Ind. Biceps Curl - IS/Black	\$5,705.00	\$5,705.00	\$5,705.00
1	G7-S51-02	Matrix Ultra Abdominal Crunch - IS/Black	\$6,155.00	\$6,155.00	\$6,155.00
1	G7-S52-02	Matrix Ultra Back Extension - IS/Black	\$6,420.00	\$6,420.00	\$6,420.00
1	G7-S74-02	Matrix Ultra Hip Adductor - IS/Black	\$6,285.00	\$6,285.00	\$6,285.00
1	G7-S75-02	Matrix Ultra Hip Abductor - IS/Black	\$6,285.00	\$6,285.00	\$6,285.00
1	G7-S55-02	Matrix Ultra Rotary Torso - IS/Black	\$6,420.00	\$6,420.00	\$6,420.00
1	G7-S70-02	Matrix Ultra Leg Press - IS/Black	\$9,690.00	\$9,690.00	\$9,690.00
1	G7-S71-02	Matrix Ultra Leg Extension-IS/Black	\$6,155.00	\$6,155.00	\$6,155.00
1	G7-S78-02	Matrix Ultra Glute - IS/Black	\$5,705.00	\$5,705.00	\$5,705.00
1	G7-S77-02	Matrix Ultra Calf Extension - IS/Black	\$5,705.00	\$5,705.00	\$5,705.00
1	G3S76	Matrix Aura - Rotary Hip	\$5,075.00	\$5,075.00	\$5,075.00
1	G7-S73-02	Matrix Ultra Prone Leg Curl - IS/Black	\$6,023.00	\$6,023.00	\$6,023.00

List Price Total	\$123,333.00	Equipment Sales Price	\$123,333.00
Customer Savings	\$0.00	FRT/ASM/DEL	\$8,000.00
		Used Equipment Trade In Discount	(\$7,000.00)
		Volume Discount	(\$62,647.00)

<b>Customer Subtotal (before tax)</b>	<b>\$61,686.00</b>
<b>Tax (Estimated,subject to change)</b>	<b>\$0.00</b>
<b>Total Amount Due (USD)(including tax)</b>	<b>\$61,686.00</b>

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:  
**Johnson Health Tech North America Inc**

**USPS only**  
Johnson Health Tech NA Inc  
27829 Network Place  
Chicago, IL 60673-1278

**Fed-Ex, UPS, etc**  
JPMorgan Chase  
c/o Johnson Health Tech NA Inc. LBX # 27829  
131 S. Dearborn, 6th Floor  
Chicago, IL 60603

**Quote #:** QUO-112583-J4R4D0

**Quote Amount:** \$61,686.00

**Payment Terms:** 100% PTS

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

**Print Name:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**Deposit Amount:** \_\_\_\_\_

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

# designFITNESS

equipment | sales | service

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

# Proposal

Proposal Number 22704	Proposal Date 11/22/2021
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[www.designfitness.net](http://www.designfitness.net)

Bill To:

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

Ship To:

Product #	Product Description	Qt	Unit Price	Total
9-IPVP3	Nautilus Inspiration Vertical Chest Press w/Lock n Load Weight Stack Technology	1	3,378.00	3,378.00T
9NA-S2301-13AGS	Nautilus Impact Incline Press Machine w/Lock n Load Weight Stack Technology	1	2,898.00	2,898.00T
9-IPPF3	Nautilus Inspiration Pec Fly/Rear Delt w/Lock n Load Weight Stack Technology	1	3,399.00	3,399.00T
9-IPSP3	Nautilus Inspiration Shoulder Press w/Lock n Load Weight Stack Technology	1	3,399.00	3,399.00T
9-IPDR3	Nautilus Inspiration Deltoid Raise w/Lock n Load Weight Stack Technology	1	3,333.00	3,333.00T
9-IPPD3	Nautilus Inspiration Lat Pull Down w/Lock n Load Weight Stack Technology	1	3,399.00	3,399.00T
9-IPVR3	Nautilus Inspiration Vertical Row w/Lock n Load Weight Stack Technology	1	3,378.00	3,378.00T
9-IPBC3	Nautilus Inspiration Bicep Curl w/Lock n Load Weight Stack Technology	1	3,254.00	3,254.00T
9-IPTD4	Nautilus Inspiration Tricep Dip w/Lock n Load Weight Stack Technology	1	3,505.00	3,505.00T
9-IPBE3	Nautilus Inspiration Back Extension w/Lock n Load Weight Stack Technology	1	3,378.00	3,378.00T
9-IPAC3	Nautilus Inspiration Abdominal Crunch w/Lock n Load Weight Stack Technology	1	3,399.00	3,399.00T
9-IPRT3	Nautilus Inspiration Rotary Torso w/Lock Weight Stack Technology	1	3,333.00	3,333.00T
9-IPLP3	Nautilus Inspiration Leg Press w/Lock n Load Weight Selector Technology	1	4,441.00	4,441.00T
9-IPLE3	Nautilus Inspiration Leg Extension w/Lock n Load Weight Stack Technology	1	3,333.00	3,333.00T
9-IPLC3	Nautilus Inspiration Leg Curl w/Lock n Load Weight Stack Technology	1	3,471.00	3,471.00T
9-IPAA3	Nautilus Inspiration Abductor/Adductor w/Lock n Load Weight Stack Technology	1	3,399.00	3,399.00T
9NA-S1309-13AGS	Nautilus Impact Standing Calf w/Lock n Load Weight Stack Technology	1	2,898.00	2,898.00T
9-IPGM3	Nautilus Inspiration Glute Press w/Lock n Load Weight Stack Technology	1	3,333.00	3,333.00T
9NA-S6334-13AGS	Nautilus Impact Chin Dip Assist w/Lock n Load Weight Stack Technology	1	3,225.00	3,225.00T
Surcharge	Transit Surcharge	1	3,279.00	3,279.00T
Shipping	Shipping Charges from the manufacturer to designFITNESS Warehouse		4,000.00	4,000.00T
Installation	Delivery & Installation		3,700.00	3,700.00T
Trade-In	Trade-in Value for 20 Pieces of Cybex		-3,500.00	-3,500.00
***State of Ohio State Term Schedule Contract #800848 discount applied***				
Standard Frame Colors: Silver, White and Black Standard Frame Color: Black				
Lead times: Can not be determined until order has been placed with the manufacture.				
Nautilus Warranty:				

Terms: Net 30 After Delivery

Sales Representative

Kelly Naylor

Customer Signature and Date

Subtotal

Sales Tax (0.0%)

Total

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

Proposal Expires On 12/22/2021
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# designFITNESS

equipment | sales | service

# Proposal

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

Proposal Number
22704

Proposal Date
11/22/2021

[www.designfitness.net](http://www.designfitness.net)

Bill To:

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

Ship To:

Product #	Product Description	Qt	Unit Price	Total
	Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components - guide rods, plates, bearings, etc. 3 years on minor mechanical components - plate switches, cables, grips, etc. 90 days on upholstery, 3 years labor.			

Terms: Net 30 After Delivery

Sales Representative

Kelly Naylor

Customer Signature and Date

Subtotal

\$71,632.00

Sales Tax (0.0%)

\$0.00

Total

\$71,632.00

\*Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions above.

\*All commercial treadmills require a 20 amp, 110v, dedicated circuit.

\*Please specify frame and upholstery color if ordering strength equipment.

\*Installation delays over 2 months are subject to storage fees.

Proposal Expires On

12/22/2021

*OK  
B-H amendment  
12-2-2021*

# REQUEST FOR COUNCIL ACTION

No. RCA 21-255-12/13

FROM: Medina Recreation Center *SMW*  
DATE: December 3, 2021  
SUBJECT: Rental Rates MCRC

Committee: Finance

## SUMMARY AND BACKGROUND: *Repeal/Replace*

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Ordinance 179-07 and Ordinance 73-02 regarding facility area rental rates and party package descriptions. The MCRC proposes simplifying the rental rate options and making an additional area previously known as the café available as the "Commons" area as outlined below. The goal is to streamline birthday parties and meeting room bookings with online offerings and eliminate outdated party packages and the additional dedicated staff to implement rentals. \*The additional amenities in Ordinance 1-10 still apply.

### Amend from Ordinance 179-07

#### Room Rental Rate Changes:

- Discontinue:
  - Monday-Thursday hourly rates
  - Member vs Non-member rates
- Use average range & value of current Mem/Non-Mem for Friday-Sunday hourly rates

Area	Hourly Rate
Courts (1-4, per court)	\$ 75
Entire Field House	\$ 340
Aerobics Room	\$ 50
Leisure or Comp Pool	\$ 225
Lap Lane	\$ 20
Community Room A	\$ 70
Community Room B	\$ 60
Community Room C	\$ 60
Community Rooms B & C	\$ 115
Entire MCRC	\$ 1,125
Commons area up to 30 people, two hour minimum	\$100 per hour

### Party Packages

#### Amend from Ordinance 73-02

- Discontinue Member vs. Non-Member rates
- Change availability for a party package to any day of the week

Package	Price
Party Package of Choice – Community Room	\$240.00
Party Package of Choice – The Commons	\$200.00
Inflatable Party Package – Community Room	\$340.00 (includes \$100 inflatable fee)
Inflatable Party Package – The Commons	\$310.00 (includes \$100 inflatable fee)
Additional Guests (over 30)	\$ 4.00 per additional guest

**All Packages Include:**

- 2 Hours of Community Room or Commons Rental
- Facility Set-Up
- Accommodate up to 30 guests
- Use of Facility

**Basic Party Package:**

- 2 Hours of Community Room or Commons Rental

**Sports Party Package:**

- 2 Hours of Community Room or Commons Rental
- 1 Hour of Field House Court time with basketball or volleyball set up

**Inflatable Party Package:**

- 2 Hours of Community Room or Commons Rental
- Set up and staffing of one inflatable for one hour

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**

**FACILITY RENTALS**

**FACILITY RENTAL FEES**

The MCRC is available for rental during regular operating hours during low use times. After hour rentals are also available. Anyone interested in renting any area of the facility must obtain a Facility Rental Contract from the front desk. The hourly rate for rental is outlined in the tables below.

- Rentals requiring additional MCRC staff members will be assessed fees to cover the hourly rate per staff member, plus 50% (unless overtime is necessary) as indicated in the city's full-time pay scale and/or MCRC part time pay scale.
- Rentals consisting of set-up involving combustibile materials will be required to pay \$20 per hour for each fireman (required by the State Board of Appeals; determined by the Fire Marshall; not to exceed 4).
- Rental fees for the Leisure or Competitive Pool do not include fees for the lifeguards; therefore, additional fees for staffing in this area may be required.
- Lap lane rentals are assessed hourly by lane. These rentals may be a maximum of 2 hours with a maximum request of 4 lanes. The number of swimmers per lane is limited to 6.

Monday – Thursday Hourly Rates			
Area	Resident/School Member	Universal Member	Non-Member
Courts 1-4 (per court)	\$30	\$45	\$65
Entire Field House	\$140	\$200	\$280
Aerobics Room A	\$25	\$40	\$60
Aerobics Room B	\$25	\$40	\$60
Leisure or Competitive Pool	\$135	\$195	\$280
Lap Lane	\$14	\$17	\$20
Community Room A (seats 70-80)	\$35	\$50	\$70
Community Room B (seats 30-40)	\$30	\$45	\$65
Community Room C (seats 30-35)	\$25	\$40	\$60
Community Rooms B/C (seats 60-75)	\$55	\$80	\$115
Entire Rec. Center (after hrs 3 hr min. rental)	\$650	\$930	\$1,300

Friday, Saturday & Sunday Hourly Rates			
Area	Resident/School Member	Universal Member	Non-Member
Courts 1-4 (per court)	\$35	\$50	\$70
Entire Field House	\$155	\$225	\$315
Aerobics Room A	\$30	\$45	\$65
Aerobics Room B	\$30	\$45	\$65
Lap Lane	\$10	\$12	\$14
Leisure or Competitive Pool	\$145	\$210	\$300
Community Room A (seats 70-80)	\$45	\$65	\$95
Community Room B (seats 30-40)	\$40	\$60	\$85
Community Room C (seats 30-35)	\$35	\$50	\$70
Community Rooms B/C (seats 60-75)	\$75	\$110	\$155
Entire Rec. Center (after hrs 3 hr min. rental)	\$750	\$1,075	\$1,500

- Due to space constraints, parties are limited to 30 people. This includes both adults and children. Requests for parties above 30 people may be accommodated if space is available. Any additional guests will be charged \$5 per person.
- Birthday Party Package Request Forms must be completed and submitted with a \$50 deposit at least 2 weeks prior to the party request date.
- Once a request is granted, patrons must sign a rental contract and submit payment in full at least 7 days before the scheduled party.
- Cancellations must be submitted in person and in writing and may be subject to a \$10 administrative fee.
- Cancellations made 30 days in advance will receive a full refund (minus the admin. fee), 14-29 days in advance will receive a 50% deposit, 13 days or less may not receive any refund.
- An adult to child ratio of 1:8 must be maintained at all times throughout the duration of the party.
- A guest list with emergency numbers for each child must be furnished the day of the party.

## ORDINANCE NO. 179-07

AN ORDINANCE AMENDING THE RENTAL RATES AT  
THE MEDINA COMMUNITY RECREATION CENTER.

**WHEREAS:** The Rental Rates at the Medina Community Recreation Center currently read as follows:

Monday – Thursday Hourly Rates

	<b>Resident/ School Dist. <u>Members</u></b>	<b>Universal <u>Members</u></b>	<b><u>Non-Members</u></b>
Courts (per court)	\$ 30.00	\$ 45.00	\$ 65.00
Entire Field House	\$140.00	\$200.00	\$ 280.00
Aerobics Room (per room)	\$ 25.00	\$ 40.00	\$ 60.00
Leisure or Competitive Pool**	\$135.00	\$195.00	\$ 280.00
Lap Lane	\$ 14.00	\$ 17.00	\$ 20.00
The Gazette Comm. Room	\$ 35.00	\$ 50.00	\$ 70.00
Community Room B	\$ 25.00	\$ 40.00	\$ 60.00
Community Room C	\$ 30.00	\$ 45.00	\$ 65.00
Community Rooms B&C	\$ 55.00	\$ 80.00	\$ 115.00
Entire MCRC (after hours 3 hour minimum)**	\$650.00	\$930.00	\$1,300.00

Friday - Sunday Hourly Rates

	<b>Resident/ School Dist. <u>Members</u></b>	<b>Universal <u>Members</u></b>	<b><u>Non-Members</u></b>
Courts (per court)	\$ 35.00	\$ 50.00	\$ 70.00
Entire Field House	\$155.00	\$ 225.00	\$ 315.00
Aerobics Room (per room)	\$ 30.00	\$ 45.00	\$ 65.00
Leisure or Competitive Pool**	\$145.00	\$ 210.00	\$ 300.00
Lap Lane	\$ 14.00	\$ 17.00	\$ 20.00
The Gazette Comm. Room	\$ 45.00	\$ 65.00	\$ 95.00
Community Room B	\$ 35.00	\$ 50.00	\$ 70.00
Community Room C	\$ 40.00	\$ 60.00	\$ 85.00
Community Rooms B&C	\$ 75.00	\$ 110.00	\$ 155.00
Entire MCRC (after hours 3 hour minimum)**	\$750.00	\$1,075.00	\$1,500.00

\*\* - Price does not include the cost of lifeguards (\$8.00/hour per guard). Number of guards required is dependent on the number of participants.

Rentals exceeding facility operation hours will be charged for required staff.

**Rental rates for the Buckeye School Residents will be the same as Residents/School District Members.**

Rentals consisting of set-up involving combustible materials will be required to pay \$20 per hour for each fireman (recommended by the City Fire Marshall, not to exceed 4) as ordered by the States Board of Building Appeals.

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

**SEC. 1:** That the Rental Rates at the Medina County Community Recreation Center shall be amended as follows:

Monday – Thursday Hourly Rates

	<u>Members</u>	<u>Non-Members</u>
Courts (per court)	\$ 50.00	\$ 85.00
Entire Field House	\$235.00	\$ 365.00
Aerobics Room (per room)	\$ 25.00	\$ 60.00
Leisure or Competitive Pool**	\$135.00	\$ 280.00
Lap Lane	\$ 14.00	\$ 20.00
The Gazette Comm. Room	\$ 35.00	\$ 70.00
Community Room B	\$ 30.00	\$ 65.00
Community Room C	\$ 30.00	\$ 65.00
Community Rooms B&C	\$ 55.00	\$ 115.00
Entire MCRC (after hours 3 hours minimum)**	\$650.00	\$1,300.00

Friday - Sunday Hourly Rates

	<u>Members</u>	<u>Non-Members</u>
Courts (per court)	\$ 60.00	\$ 90.00
Entire Field House	\$260.00	\$ 415.00
Aerobics Room (per room)	\$ 30.00	\$ 65.00
Leisure or Competitive Pool**	\$145.00	\$ 300.00
Lap Lane	\$ 14.00	\$ 20.00
The Gazette Comm. Room	\$ 45.00	\$ 95.00
Community Room B	\$ 40.00	\$ 85.00
Community Room C	\$ 40.00	\$ 85.00
Community Rooms B&C	\$ 75.00	\$ 155.00
Entire MCRC (after hours 3 hours minimum)**	\$750.00	\$1,500.00

\*\* - Price does not include the cost of lifeguards (\$11.00/hour per guard). Number of guards required is dependent on the number of participants.

Rentals exceeding facility operation hours will be charged for required staff.

Rentals consisting of set-up involving combustible materials will be required to pay \$20 per hour for each fireman (recommended by the City Fire Marshall, not to exceed 4) as ordered by the States Board of Building Appeals.

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

**SEC. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** November 13, 2007      **SIGNED:** Pamela B. Miller  
President of Council

**ATTEST:** Catherine L. Horn      **APPROVED:** November 14, 2007  
Clerk of Council

**SIGNED:** Jane E. Leaver  
Mayor



**ORDINANCE NO. 1-10**

**AN ORDINANCE AMENDING THE RENTAL RATES AT THE MEDINA COMMUNITY RECREATION CENTER.**

**WHEREAS:** Ordinance No. 179-07, passed November 13, 2007, amended the rental rates at the Medina Community Recreation Center; and

**WHEREAS:** The MCRC facility has requested changing the existing rental rates to include new amenities to the rental menu.

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

**SEC. 1:** That the Medina Community Recreation Center rental rates are hereby be amended to establish fees for new items as add-ons to hourly rentals:

Amenities (rate is for the length of the rental)

- \$25 Projector (LCD)
- \$100 Stage (w/masonite; including set-up)
- \$20 FH Wall Scoreboard (per one day rental)
- \$25 Pitching Machine

Facility Areas (\$10-\$45 per every 100 sq. ft., depending on usage and occupancy)

Including but not limited to:

- Main Lobby
- Main Concourse
- Aquatic Hallway
- Community Room Kitchen
- Sundeck
- Rascal Room Playground

Inflatable Rates

Bounce House: \$150 for 2 hour minimum; \$50 each additional hour

Big Slide: \$250 for 2 hour minimum; \$50 each additional hour

- Inflatables are only to be used in the MCRC facility

Inflatable Party

Based on Sports Package (\$120/Members; \$160/Non-Members) + \$100 Inflatable fee

- Includes 1 hour on Court with Bounce House inflatable
- Based on availability
- Includes set-up + tear down + court cost + staffing

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

**SEC. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** January 11, 2010      **SIGNED:** Cynthia M. Fuller  
President of Council

**ATTEST:** Catherine L. Horn      **APPROVED:** January 12, 2010  
Clerk of Council

**SIGNED:** Dennis T. Hanwell  
Mayor

OK  
Dr. Hammer  
12-7-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-256-12/13

**FROM:** Medina Recreation Center *see*  
**DATE:** December 3, 2021  
**SUBJECT:** MCRC Lifeguard & WSI Pay Rate Amendment

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

The MCRC is requesting approval to amend Section 31.02 (E) of the Salaries and Benefits Code, relative to the Part Time Pay Rate Scale for Lifeguards and Water Safety Instructors. The Ohio Minimum Wage has increased to a point where the MCRC is having difficulty recruiting new lifeguards and aquatics instructors and is losing existing employees for more competitive pay rates elsewhere. The MCRC is proposing increasing the lifeguard pay rate to be commensurate with the average lifeguard rates of local aquatics facilities. The new pay rates would be effective immediately for all new hires, and the pay rates of existing staff will be re-evaluated and step recommendations may be made to accommodate their level of experience.

The proposed changes are:

- Lifeguards would move from an RC14 to an RC17.
- Water Safety Instructor Aides would move from RC13 to RC18
- Water Safety Instructors would move from RC15 to RC19

Please See Exhibit A for details.

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

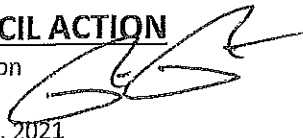
**Ord./Res.  
Date:**



**REQUEST FOR COUNCIL ACTION**

NO. RCA 21-257-12/13

FROM: Patrick Patton



COMMITTEE REFERRAL: Finance

DATE: December 7, 2021

SUBJECT: Consent Legislation with the Ohio Department of Transportation to complete a sign replacement at various locations in the City of Medina

This request is for Council's approval of the attached Consent Legislation giving consent to the Ohio Department of Transportation (ODOT) to complete a sign replacement project at various locations on state and federal routes in the City of Medina, and authorizing the Mayor to sign said agreement.

As noted in the legislation, no funds are required from the City for this project.

This project is anticipated to be completed during the 2022 construction season.

Thank you for your consideration.

ESTIMATED COST: \$0.

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:

Yes

Reason:

ODOT Submitted this to the City on December 2, 2021 with the request that it be approved and returned by January 1, 2021.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Patrick Patton

---

**From:** Lisa.Pawlikowski@dot.ohio.gov  
**Sent:** Thursday, December 2, 2021 11:28 AM  
**To:** Patrick Patton  
**Cc:** Sherry Crow; Nino Piccoli; John Coyne  
**Subject:** ODOT Request for Consent Legislation: PID 104279 Systematic Sign Replacement  
**Attachments:** 104279 D03 SYSSIGN FY2022 -Medina Consent.pdf

Attached is a copy of Consent Legislation to be enacted by the City Council for the subject project. Please make arrangements to have the ordinance/resolution form presented to the Council for consideration, and when enacted return an electronic copy to [Lisa.Pawlikowski@dot.ohio.gov](mailto:Lisa.Pawlikowski@dot.ohio.gov) no later than 1/1/22.

The title of the contractual officer should be affixed on page two, and that person should sign as the contractual officer on page three. If the City does not have an official seal, do attach a statement to that effect to the return transmittal.

Please contact this office at 419-571-1372 with any questions

Respectfully,

**Lisa Pawlikowski**  
*Administrative Professional 4*  
ODOT D03 Highway Management  
906 Clark Ave., Ashland, Ohio 44805  
419.207.7010  
[transportation.ohio.gov](http://transportation.ohio.gov)



## CONSENT LEGISLATION

Ordinance/Resolution No. \_\_\_\_\_  
PID No. 104279  
Project Name D03 SYSSIGN FY2022

The following \_\_\_\_\_ enacted by the City of Medina of Medina County, Ohio,  
(Ordinance/Resolution)  
hereinafter referred to as the City, in the matter of the stated described project.

### **SECTION I - Project Description**

WHEREAS, the State has identified the need for the described project:

*To perform route sign replacements on the following routes: MED State Route 0003 from SLM 9.34 (South Corp. Limits) to SLM 10.94 (North Corporation Limits) in the City of Medina in Medina County.*

*This project is currently scheduled to be constructed in the summer of 2022.*

NOW THEREFORE, be it ordained by the City of Medina of Medina County, Ohio.

### **SECTION II - Consent Statement**

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

### **SECTION III - Cooperation Statement**

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

### **SECTION IV - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

**SECTION V – Utilities and Right-of-Way Statement**

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

**SECTION VI - Authority to Sign**

The \_\_\_\_\_ of said City of Medina is hereby empowered on behalf  
(Contractual Agent)  
of the City of Medina to enter into contracts with the Director of Transportation  
necessary to complete the above described project.

Passed: \_\_\_\_\_, 202\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_ (Clerk) \_\_\_\_\_ (Officer of City - title)

Attested: \_\_\_\_\_ (Title) \_\_\_\_\_ (Mayor)

This \_\_\_\_\_ is hereby declared to be an emergency measure to expedite the highway  
(Ordinance/Resolution)  
project and to promote highway safety. Following appropriate legislative action, it shall take  
effect and be in force immediately upon its passage and approval, otherwise it shall take effect  
and be in force from and after the earliest period allowed by law.



**CERTIFICATE OF COPY**  
**STATE OF OHIO**  
City of Medina of Medina County, Ohio

I, \_\_\_\_\_, as Clerk of the City of Medina of Medina County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of \_\_\_\_\_ adopted by  
(Ordinance/Resolution)  
the legislative Authority of the said City of Medina on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ,

that the publication of such \_\_\_\_\_ has been made and certified of record according to  
(Ordinance/Resolution)  
law; that no proceedings looking to a referendum upon such \_\_\_\_\_ have been taken;  
(Ordinance/Resolution)  
and that such \_\_\_\_\_ and certificate of publication thereof are of record in  
(Ordinance/Resolution)

\_\_\_\_\_, Page \_\_\_\_\_,  
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ,

(SEAL)  
(If Applicable)

\_\_\_\_\_  
Clerk Signature  
City of Medina of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Medina of Medina County, Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

\*\*\*\*\*

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-258-12/13  
Committee: Finance + Council

FROM: KEITH H. DIRHAM  
DATE: DECEMBER 12, 2021  
SUBJECT: ACCOUNT NUMBER CORRECTION

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully asks Council permission to correct the account numbers on both ORD 157-20 and ORD 43-21.

ORD 157-20, passed Sept. 14, 2020

**SEC 3 – currently says:**

‘That the estimated cost of the project, in the amount of \$156,625.00, is available as follows: \$81,625.00 in Account No. 108-0610-54411, and \$75,000.00 from Account No. 301-0725-54412.’

**Please change to:**

‘That the estimated cost of the project, in the amount of \$156,625.00, is available as follows: \$81,625.00 in Account No. 201-0645-54412.’

ORD 43-21, passed March 22, 2021

**SEC1 – currently says:**

‘That Section 2 of Ordinance No. 157-20, passed September 14, 2020 shall be amended to read as follows:

That Section 2 of Ordinance No. 157-20, passed September 14, 2020 shall be amended to read as follows: That the estimated cost of the project, in the amount of \$204,000.00, is available as follows: \$129,000.00 in Account No. 108-0610-54411, and \$75,000.00 in Account No. 301-0725-54412.’

**Please change to:**

‘That Section 2 of Ordinance No. 157-20, passed September 14, 2020 shall be amended to read as follows:

That Section 2 of Ordinance No. 157-20, passed September 14, 2020 shall be amended to read as follows: That the estimated cost of the project, in the amount of \$204,000.00, is available as follows: \$204,000.00 in Account No. 201-0645-54412.’

**Estimated Cost: \$204,000.00**

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No.
- NEW APPROPRIATION needed in Account No. see Ap adj#2021-046

**Emergency Clause Requested: Yes**

**Reason:** Emergency clause is requested so that the correction can be made in the same fiscal year as expenditure.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

ORD 221-21 (Amend 157-20)  
Ord 222-21 (Amend 43-21)  
12-13-21

**ORDINANCE NO. 157-20**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE WEST LIBERTY STORM SEWER IMPROVEMENT/CITY HALL PARKING DECK DETENTION PROJECT, 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 advertise for competitive bids and to award a contract to the successful bidder for the West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention Project (Job #1073), in accordance with plans and 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 the estimated cost of the project, in the amount of \$156,625.00, is available as follows: \$81,625.00 in Account No. 108-0610-54411, and \$75,000.00 from Account No. 301-0725-54412.
- 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 install the final storm sewer in place prior to winter; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** September 14, 2020

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 15, 2020

**SIGNED:** Dennis Hanwell  
Mayor

**ORDINANCE NO. 43-21**

**AN ORDINANCE AMENDING ORDINANCE NO. 157-20, PASSED SEPTEMBER 14, 2020, RELATIVE TO THE WEST LIBERTY STORM SEWER IMPROVEMENT/CITY HALL PARKING DECK DETENTION PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 157-20, passed September 14, 2020, authorized the bidding of the West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention Project; and

**WHEREAS:** All bids received were significantly higher than the original estimate of \$156,625.00 and further review has determined that \$204,000.00 would be a more appropriate estimate; and

**WHEREAS:** The City Engineer requests that Ordinance No. 157-20, passed September 14, 2020 be amended to reflect the increased estimate.

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

**SEC. 1:** That Section 2 of Ordinance No. 157-20, passed September 14, 2020 shall be amended to read as follows:

That the estimated cost of the project, in the amount of \$204,000.00, is available as follows: \$129,000.00 in Account No. 108-0610-54411, and \$75,000.00 in Account No. 301-0725-54412.

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to get the project completed prior to the start of construction of the adjacent Liberty View project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** March 22, 2021

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 24, 2021

**SIGNED:** John M. Coyne, III  
Acting Mayor

# REQUEST FOR COUNCIL ACTION

No. RCA 21-259-12/13  
 Committee: Finance & Council

FROM: Keith Dirham, Finance Director  
 Lori Bowers, Deputy Finance Director  
 DATE: November 19, 2021  
 SUBJECT: Advance Request

**SUMMARY AND BACKGROUND:**

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

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Downtown Redevelopment TIF (#201)	\$204,000	TIF district

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the TIF district.

Estimated Cost: \$204,000 from the General Fund. General Fund to be reimbursed as funds are received from the TIF district.

Suggested Funding: See above.

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.: refer to app:2021-046

Emergency Clause Requested: Yes

Reason:

COUNCIL USE ONLY:  
 Committee Action/Recommendation:  
 Council Action Taken:

Date: Ord./Res. ORD. 223-21  
12-13-21

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-260-12/13  
Committee: Finance & Council

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: November 19, 2021  
SUBJECT: Transfer Request – TIF Fund Amend Ord 151-21

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to **REVISE** ORD 151-21, passed Sept 13, 2021

Section 1 which reads:

That the Finance Director is hereby authorized to make the following fund transfers:

- \$38,806.23 from the Case Management Fund (#168) to the Court Special Project Fund (#169). This transfer is part of the Judgment Entry dated June 14, 2017.
- \$3,047,180.00 from the TIF Fund (#201) to the General Fund (#001) to cover the TIF District expenses.

**Shall be amended to read:**

That the Finance Director is hereby authorized to make the following fund transfers:

\$38,806.23 from the Case Management Fund (#168) to the Court Special Project Fund (#169). This transfer is part of the Judgment Entry dated June 14, 2017.

**\$2,977,712 from the TIF Fund (#201) to the General Purpose Cap Fund (#301) to cover the TIF district expenses.**

**\$69,468 from the TIF Fund (#201) to the General Fund (#001) to cover the TIF district expenses.**

Estimated Cost: \$3,047,180.00

Suggested Funding:

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.: 001-0707-56611 – see ap adj 2021-046  
201-0645-56611 – see ap adj 2021-046

Emergency Clause Requested: Yes

Reason:

COUNCIL USE ONLY:  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Ord. 224-21  
12-13-21

**ORDINANCE NO. 151-21**

**AN ORDINANCE AUTHORIZING THE FINANCE  
DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.**

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

- SEC. 1:** That the Finance Director is hereby authorized to make the following fund transfers:
- \$38,806.23 from the Case Management Fund (#168) to the Court Special Project Fund (#169). This transfer is part of the Judgment Entry dated June 14, 2017.
  - \$3,047,180.00 from the TIF Fund (#201) to the General Fund (#001) to cover the TIF District expenses.
- SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** September 13, 2021

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 13, 2021

**SIGNED:** Dennis Hanwell  
Mayor

Batch Number  
(Finance use only)  
Batch Posted?

RCA Number  
(Council use only)

*RCA 21-261-12/13*

*Finance*

**REQUEST FOR APPROPRIATION ADJUSTMENT**

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

X
X

NO.   
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		001-0707-56611	Gen admin, Transfer out	3,047,180.00		X
		201-0645-56611	TIF - Transfers out	3,047,180.00		X
		001-0707-56615	Gen admin, Advance out	204,000.00		X
		201-0645-54412	TIF - Bldgs & Structures	204,000.00		X
		201-0645-56612	Tif - Refund of Revenue to Schools	5,000.00		X
		616-0915-59938	Section 125	10,000.00		X
		001-0707-56615	Gen admin, Advance out	150,000.00		X
		125-0453-50111	FY21 Allocation-Salaries	52,400.00		X
		125-0453-52215	FY21 Allocation-Contractual Svcs	73,100.00		X
		125-0453-53315	FY21 Allocation - Tools/ minor	24,500.00		X
001-0741-53315	Svc Dir - tools and minor	001-0741-50111	Svc Dir - Salaries	6,000.00	X	
001-0741-52215	svc dir - contractual	001-0741-50111	Svc Dir - Salaries	5,000.00	X	
001-0741-53313	svc dir - operatng	001-0741-50111	Svc Dir - Salaries	2,000.00	X	
107-0110-50111	fire - salaries	107-0110-54413	Fire - eq	40,000.00	X	
513-0531-52215	wtr office - contractual	513-0531-50111	wtr office - salary	5,000.00	X	
513-0531-52215	wtr office - contractual	513-0531-50112	wtr office - ot	1,000.00	X	
513-0531-52215	wtr office - contractual	513-0531-50114	wtr office - holiday	500.00	X	
			Total increases to fund:	6,817,360.00		
			Total reductions to fund:			
			Total transfers within fund:	59,500.00		

*ORD 205-21  
12-13-21*



EXPLANATION:

[Empty rectangular box for explanation]

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 12/7/2021

MAYOR'S APPROVAL:  
(WHEN NECESSARY) \_\_\_\_\_

DATE: \_\_\_\_\_

COUNCIL/COMMITTEE ACTION:

ORD. NO. 225-21

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

CLERK OF COUNCIL/DATE

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

\_\_\_\_\_

Patch Number  
(Finance use only)  
Batch Posted?

\_\_\_\_\_  
\_\_\_\_\_

RCA Number  
(Council use only)

*RCA 21-261-12/13*  
*Finance*

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

\_\_\_\_\_  
x  
\_\_\_\_\_  
x

NO. 2021-048  
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		159-0705-50111	Salaries/Wages	15,000.00		X (1)
		159-0705-50114	Holiday	250.00		X (1)
		159-0705-50115	Vacation	250.00		X
		159-0705-50116	Sick Time	500.00		X
		159-0705-50119	Longevity	100.00		X
		159-0705-51121	Retirement	6,500.00		X
		159-0705-51122	Hospitalization	24,000.00		X
		159-0705-51123	Workers Compensation	850.00		X
		159-0705-51124	Unemployment			
			Total increases to fund:	48,000		
			Total reductions to fund:			
			Total transfers within fund:	48,000.00		

EXPLANATION:

~~Pioneer Software Maintenance - Benchmark 6/2021 to 5/2022~~

Robert Gabriel will be full-time Hybrid Bailiff/Probation Assistant as of Jan 1, 2022. A portion (1.1 hours) wages, and any healthcare, vacation, etc. costs will be paid through fund 159 PSI

DEPARTMENT HEAD:

*C. Laszuka*

DATE: *11-22-2021*

MAYOR'S APPROVAL:  
(WHEN NECESSARY)

DATE: \_\_\_\_\_

COUNCIL/COMMITTEE ACTION:

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. *225-21*

CLERK OF COUNCIL/DATE

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

IN THE MEDINA MUNICIPAL COURT  
MEDINA COUNTY, OHIO

IN THE MATTER OF APPOINTMENT  
OF MEDINA MUNICIPAL COURT  
HYBRID BAILIFF/PROBATION ASSISTANT

ADMINISTRATIVE ORDER

Robert Gabriel will become full-time Hybrid Bailiff/Probation Assistant for the Medina Municipal Court effective January 1, 2022. Robert will be paid 29 hours through the General Fund 001-0705, and the remaining 11 hours and any healthcare, Medicare, Workers' Comp., etc. will be paid through fund 159-0705.



GARY F. WERNER,  
JUDGE

Date: 12/7/21

2021 DEC -7 PM 1:32  
MEDINA COUNTY, OHIO

RCA 21-262-12/13  
Info Only

**AMERICAN RESCUE PLAN PROJECTS**  
**\$1,359,459.25 in two tranches for total of \$2,718,918.49**

**Medina Community Recreation Center**

- Reconfigure the front desk and lobby area to eliminate congestion and to protect the health and safety of both employees and patrons. **\$50,000 Revised Total**
- Convert meeting room into a spinning and aerobics studio that will also serve as a stretching and independent exercise area when not in use for classes. **\$26,300 New**
- Construction of outdoor pavilion to provide an open air gathering place for events, summer camps, and senior socials, **\$35,000 Revised Total**

**Parks and Recreation**

- Pickleball Courts at Ray Mellert Park - **\$150,000**
- New lighting for Field #4 in Reagan Park - **\$265,000 New**

**Service Department - City Hall Ventilation Project**

- Complete the remaining improvements to the ventilation project started with COVID-19 funding. Project to include ceiling in the Rotunda area and perimeter offices in conjunction with HVAC VAV box installation for the Roof Top Unit. **\$112,274**

**Stormwater Projects**

- Fire Station #1 – replace parking lot and storm sewers **\$440,000**
- Hoffman Cunningham/West Branch of Rocky River Restoration Project **\$195,316**

**Economic Development Assistance to Businesses**

Provide companies funding to pay for barriers to employment, such as training, childcare and transportation. Economic Development Department is working with the Economic Development Committee and business representative to define program needs and delivery strategies.  
**\$200,000**

**Engineering**

**Water Improvement Projects**

- Storm Water Management Study to identify potential locations of storm water management facilities to reduce localized flooding - **\$50,000**
- ~~North Huntington Street from West Homestead Street to North Street~~ **\$1,603,000** (receiving a grant to pay for the other half). **Not permitted to use as a grant match.**
- Highland Drive from Hickory to North Huntington Street **\$757,000**
- North Leg of Progress Drive **\$3,085,000**
- Replacement of historically problematic waterlines on East Washington Street and Longview Drive **\$1,147,000**
- Lafayette Road from Orchard Lane to South Drive, resolves multiple issues and upgrades Transmission Grid leading to South Court **\$379,350**
- Completion of water system improvement projects recommended in the current Water System Master Plan **Cost is predicated on which projects are selected**

OK  
D. Bennett  
12-8-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-263-12/13  
Committee Finance

**FROM:** Kimberly Marshall

**DATE:** December 8, 2021

**SUBJECT:** MOU between City and 5990 Branch Road LLC

**SUMMARY AND BACKGROUND:**

Discuss draft Memorandum of Understanding between City of Medina and Branch Road, LLC regarding infrastructure improvements to Branch Rd and Utilities.

**Suggested Funding:**

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

Emergency Clause Requested: NO  
Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into effective as of December \_\_\_\_, 2021 ("Effective Date") by and between the City of Medina, a municipal corporation ("City") and 5990 Branch Road LLC, an Ohio limited liability company with a principal place of business located at 5755 Grant Ave, Cleveland, OH 44105 ("5990 Branch").

WHEREAS, 5990 Branch has entered into an agreement ("Purchase Agreement") with Kimberly A. Fruth, Thomas D. Turner, and Mark E. Turner, Sr. pursuant to which 5990 Branch has agreed to purchase the real estate commonly known as 5990 Branch Road, Medina, OH. 44256 and as further described on Exhibit A attached hereto and incorporated herein ("Property"), subject to the satisfaction of certain conditions set forth in the Purchase Agreement; and

WHEREAS, one of the conditions to 5990 Branch's obligation to purchase the Property under the Purchase Agreement, is that the Property have access to water and sewer utilities and related services ("Utilities") provided by generally to properties located within the City's municipal boundaries; and

WHEREAS, there are currently no Utilities servicing the Property; and

WHEREAS, the City believes that it is in the best interests of the City to incentivize 5990 Branch to acquire and develop the Property by agreeing to install or cause to be installed Utilities facilities consisting of [PROVIDE SPECIFICATIONS] ("Utility Facilities") along a section of the public right-of-way known as Branch Road to a point perpendicular to the Property in order to enable 5990 Branch to tap into and otherwise access the Utilities, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutually covenants and agreements herein set forth, the parties hereto agree as follows:

1. Installation of Utilities. The City hereby agrees to install Utilities Facilities along the public right-of-way known as Branch Road from along the Installation Area detailed on Exhibit B attached hereto and incorporated herein.
2. Commencement and Completion of Construction. The City will commence construction of the Utilities facilities on or before \_\_\_\_\_ and shall complete the construction of the Utilities facilities on or before \_\_\_\_\_.
3. Construction Costs and Payment. The costs of the construction and installation of the Utilities facilities will be advanced by the City. The projected cost and budget for the Utility Facilities is detailed on Exhibit C attached hereto and incorporated herein. Notwithstanding the foregoing, 5990 Branch and/or any successive owner of the Property will reimburse the City for the actual costs of the "Sanitary Sewer" and "Water Mains, Hydrants and Fittings" detailed in Exhibit B but no greater than Three Hundred Fifty Thousand Dollars (\$350,000) ("Reimbursement Amount") of the costs borne by the City to install the Utilities Facilities. The Reimbursement Amount shall be paid by 5990 Branch and/or any successive owner of the Property by paying to the City an annual special assessment over a ten (10) year period commencing in the year that the installation of the Utilities Facilities has been completed. The City shall, at its sole costs and expense, be responsible for any construction costs to install the Utilities Facilities in excess of the Reimbursement Amount.

4. Sharing of Tap-In Fees. If additional property owners tap into the Utilities Facilities installed hereunder, the City and 5990 Branch will share equally any fees charged by the City to access the Utility Facilities.
  
5. Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this MOU and the documents referred to in this MOU.
  
6. Counterparts. This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement. A facsimile or electronic copy of any party's signature to this MOU shall be deemed an original signature for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this MOU as of the Effective Date.

The City of Medina

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

5990 Branch Road LLC

By: \_\_\_\_\_  
Name: Jim Doty, Sr  
Its: Member

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**



**EXHIBIT B**  
**INSTALLATION AREA**

EXHIBIT C  
BUDGET ESTIMATE

# REQUEST FOR COUNCIL ACTION

No. RCA 21-264-12/13  
Committee: Special Legislation

FROM: Jess Hazeltine  
DATE: November 29, 2021  
SUBJECT: Codified Ordinances Chapter 513

## SUMMARY AND BACKGROUND:

I am requesting that Council rescind ordinances 513.02 and 513.03 regarding the gifting of marijuana and punishment for possessing marijuana within the City of Medina.

### Estimated Cost:

#### Suggested Funding:

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

### Emergency Clause Requested:

Reason:

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**513.02 GIFT OF MARIHUANA.**

(a) No person shall knowingly give or offer to make a gift of twenty grams or less of marihuana.

(b) Whoever violates this section is guilty of trafficking in marihuana, a misdemeanor of the first degree, and upon being found guilty of, or pleading guilty to this offense, the court shall impose a period of incarceration of not less than ten days in addition to any other lawful penalty the court may impose.

(c) If the person who receives the gift, or offer of less than twenty grams of marihuana is a juvenile, regardless of whether or not the offender knows the age of the person, the court shall impose a period of incarceration of not less than sixty days in addition to any other lawful penalty the court may impose. (Ord. 77-89. Passed 5-22-89.)

**513.03 DRUG ABUSE; CONTROLLED SUBSTANCE POSSESSION OR USE.**

(a) No person shall knowingly obtain, possess or use a controlled substance or a controlled substance analog.

(b) (1) This section does not apply to the following:

A. Manufacturers, licensed health professionals authorized to prescribe drugs, pharmacists, owners of pharmacies and other persons whose conduct was in accordance with Ohio R.C. Chapters 3719, 4715, 4729, 4730, 4731 and 4741.

B. If the offense involves an anabolic steroid, any person who is conducting or participating in a research project involving the use of an anabolic steroid if the project has been approved by the United States Food and Drug Administration;

C. Any person who sells, offers for sale, prescribes, dispenses or administers for livestock or other nonhuman species an anabolic steroid that is expressly intended for administration through implants to livestock or other nonhuman species and approved for that purpose under the "Federal Food, Drug and Cosmetic Act", 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, and is sold, offered for sale, prescribed, dispensed or administered for that purpose in accordance with that Act;

D. Any person who obtained the controlled substance pursuant to a prescription issued by a licensed health professional authorized to prescribe drugs if the prescription was issued for a legitimate medical purpose and not altered, forged or obtained through deception or commission of a theft offense.

As used in subsection (b)(1)D. of this section, "deception" and "theft offense" have the same meanings as in Ohio R.C. 2913.01.

(2) A. As used in subsection (b)(2) of this section:

1. "Community addiction services provider" has the same meaning as in Ohio R.C. 5119.01.

2. "Community control sanction" and "drug treatment program" have the same meanings as in Ohio R.C. 2929.01.

3. "Health care facility" has the same meaning as in Ohio R.C. 2919.16.

4. "Minor drug possession offense" means a violation of this section that is a misdemeanor or a felony of the fifth degree.

5. "Post-release control sanction" has the same meaning as in Ohio R.C. 2967.28.

6. "Peace officer" has the same meaning as in Ohio R.C. 2935.01.

7. "Public agency" has the same meaning as in Ohio R.C. 2930.01.

8. "Qualified individual" means a person who is not on community control or post-release control and is a person acting in good faith who seeks or obtains medical assistance for another person who is experiencing a drug overdose, a person who experiences a drug overdose and who seeks medical assistance for that overdose, or a person who is the subject of another person seeking or obtaining medical assistance for that overdose as described in subsection (b)(2)B. of this section.

9. "Seek or obtain medical assistance" includes, but is not limited to making a 9-1-1 call, contacting in person or by telephone call an on-duty peace officer, or transporting or presenting a person to a health care facility.

- B. Subject to subsection (b)(2)F. of this section, a qualified individual shall not be arrested, charged, prosecuted, convicted or penalized pursuant to this chapter for a minor drug possession offense if all of the following apply:
1. The evidence of the obtaining, possession or use of the controlled substance or controlled substance analog that would be the basis of the offense was obtained as a result of the qualified individual seeking the medical assistance or experiencing an overdose and needing medical assistance.
  2. Subject to subsection (b)(2)G. of this section, within thirty days after seeking or obtaining the medical assistance, the qualified individual seeks and obtains a screening and receives a referral for treatment from a community addiction services provider or a properly credentialed addiction treatment professional.
  3. Subject to subsection (b)(2)G. of this section, the qualified individual who obtains a screening and receives a referral for treatment under subsection (b)(2)B.1. of this section, upon the request of any prosecuting attorney, submits documentation to the prosecuting attorney that verifies that the qualified individual satisfied the requirements of that subsection. The documentation shall be limited to the date and time of the screening obtained and referral received.
- C. If a person is found to be in violation of any community control sanction and if the violation is a result of either of the following, the court shall first consider ordering the person's participation or continued participation in a drug treatment program or mitigating the penalty specified in Ohio R.C. 2929.13, 2929.15, or 2929.25, whichever is applicable, after which the court has the discretion either to order the person's participation or continued participation in a drug treatment program or to impose the penalty with the mitigating factor specified in any of those applicable sections:
1. Seeking or obtaining medical assistance in good faith for another person who is experiencing a drug overdose;
  2. Experiencing a drug overdose and seeking medical assistance for that overdose or being the subject of another person seeking or obtaining medical assistance for that overdose as described in subsection (b)(2)B. of this section.
- D. If a person is found to be in violation of any post-release control sanction and if the violation is a result of either of the following, the court or the parole board shall first consider ordering the person's participation or continued participation in a drug treatment program or mitigating the penalty specified in Ohio R.C. 2929.141 or 2967.28, whichever is applicable, after which the court or the parole board has the discretion either to order the person's participation or continued participation in a drug treatment program or to impose the penalty with the mitigating factor specified in either of those applicable sections:
1. Seeking or obtaining medical assistance in good faith for another person who is experiencing a drug overdose;
  2. Experiencing a drug overdose and seeking medical assistance for that emergency or being the subject of another person seeking or obtaining medical assistance for that overdose as described in subsection (b)(2)B. of this section.
- E. Nothing in subsection (b)(2)B. of this section shall be construed to do any of the following:
1. Limit the admissibility of any evidence in connection with the investigation or prosecution of a crime with regards to a defendant who does not qualify for the protections of subsection (b)(2)B. of this section or with regards to any crime other than a minor drug possession offense committed by a person who qualifies for protection pursuant to subsection (b)(2)B. of this section for a minor drug possession offense;
  2. Limit any seizure of evidence or contraband otherwise permitted by law;
  3. Limit or abridge the authority of a peace officer to detain or take into custody a person in the course of an investigation or to effectuate an arrest for any offense except as provided in that division;

4. Limit, modify or remove any immunity from liability available pursuant to law in effect prior to the effective date of this amendment to any public agency or to an employee of any public agency.
- F. Subsection (b)(2)B. of this section does not apply to any person who twice previously has been granted an immunity under subsection (b)(2)B. of this section. No person shall be granted an immunity under subsection (b)(2)B. of this section more than two times.
- G. Nothing in this section shall compel any qualified individual to disclose protected health information in a way that conflicts with the requirements of the "Health Insurance Portability and Accountability Act of 1996", 104 Pub. L. No. 191, 110 Stat. 2021, 42 U.S.C. 1320d et seq., as amended, and regulations promulgated by the United States Department of Health and Human Services to implement the act or the requirements of 42 C.F.R. Part 2.
- (c) Whoever violates this section is guilty of drug abuse:
- (1) If the drug involved is a compound, mixture, preparation or substance included in Schedule III, IV or V, drug abuse is a misdemeanor of the first degree, and upon conviction of, or pleading guilty to such offense, the court shall impose a period of incarceration of not less than three days in addition to any other penalty the court may lawfully impose. If the offender has previously been convicted of any drug abuse offense, the court shall impose a period of incarceration of not less than thirty days in addition to any other penalty the court may lawfully impose.
- (2) If the drug is marihuana, a resin extraction or preparation derived from marihuana, in an amount less than bulk as defined in Section 513.01(s)(3), drug abuse is a misdemeanor of the first degree, and upon conviction of or pleading guilty to such violation if the amount of marihuana is less than 100 grams, the court shall impose a period of incarceration of not less than three days. If the drug is marihuana in an amount exceeding 100 grams, or a resin, extraction or preparation derived from marihuana in an amount exceeding one gram, the court shall impose a period of incarceration of not less than ten days. If the offender has been previously convicted of any drug abuse offense, the court shall impose a period of incarceration of not less than thirty days in addition to any other penalty the court may lawfully impose.
- (Ord. 77-89. Passed 5-22-89.)