

**FINANCE COMMITTEE AGENDA**  
**August 26, 2024**  
**Council Rotunda**

**Finance Committee (5:00 p.m.)**

1. Assignment of Requests for Council Action
2. 24-151-8/26 – Webpage Update – WRIS Web Services – IT Dept.
3. 24-152-8/26 – Annual Transfer Request – Parking Fund
4. 24-153-8/26 – Increase Exp. – Airgas – MCRC
5. 24-154-8/26 – Increase Exp. – Heritage OP Aquatics – MCRC
6. 24-155-8/26 – Increase Exp. – Paul Davis Restoration – PY20 CHIP
7. 24-156-8/26 – Job Creation Grant Payment – Carlisle Brake & Friction
8. 24-157-8/26 – Amend S&B Code – Payroll Clerk Classification / Job Description
9. 24-158-8/26 – Mast Parkway Right-of-Way Dedication
10. 24-159-8/26 – Various Zoning Code Amendments
11. 24-160-8/26 – OHMAS Specialized Dockets Funding / Veteran’s Treatment Court
12. 24-161-8/26 – Grant Application – 2024 JAG Grant – Police
13. 24-162-8/26 – Create New Celebrations Fund / Associated Transfers
14. 24-163-8/26 – State Contract – MNJ Technologies – Computer Replacements
15. 24-164-8/26 – Budget Amendment
  - a. #8477 – Transfer – Vehicle Purchase Sanitation
  - b. #2024-040 – Probation Grant/Valor Court
  - c. #2024-041 – Payment – Dave’s Tree Removal
  - d. #2024-042 – County Fair Police Coverage
  - e. #2024-043 – Hazmat Spill Spray Products
16. 24-165-8/26 – Purchase (1) 2024 F150 4x4 Pick Up – Service Dept.
17. 24-166-8/26 – Expenditure – A&A Safety Inc. – Street Dept.
18. 24-167-8/26 – Amend S&B Code – Add F/T Account Clerk II – Service Dept.

19. 24-168-8/26 – Amend S&B Code – Add F/T Motor Equip. Operator – Street Dept.
20. 24-169-8/26 – Amend S&B Code – Add Second F/T Sanitation Laborer
21. 24-170-8/26 – 2024 City Auction
22. 24-171-8/26 – Accept Grant – Board of Developmental Disabilities – Muni Court
23. 24-172-8/26 – EPA Brownfield Assessment Application for former Yost Sunoco Site
24. 24-173-8/26 – Interurban Building Relocation and Use
25. 24-174-8/26 – Cyber Security Grant Application
26. 24-175-8/26 – Bids, Airport Hangar Apron Improvements
27. 24-176-8/26 – Design Discussion, US 42 Resurfacing
28. 24-177-8/26 – Design Discussion, N. Huntington Sidewalks
29. 24-178-8/26 – Utility Easement for Legacy Hotel Project
30. 24-179-8/26 – Exp./Agreement – Grail, Inc. – Cancer Screening for Fire Dept.
31. 24-180-8/26 – Amend Ord. 95-23, Increase Estimate Amount
32. Executive Session: (imminent/pending litigation)

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

### **Finance Committee**

- 24-151-8/26 – Expenditure – WRIS Web Services
- 24-152-8/26 – Annual Transfer Request – Parking Fund
- 24-153-8/26 – Increase Exp. – Airgas – MCRC
- 24-154-8/26 – Increase Exp. - Heritage OP Aquatics – MCRC
- 24-155-8/26 – Increase Exp. – Paul Davis Restoration – PY20 CHIP Project
- 24-156-8/26 – Job Creation Grant Payment – Carlisle Brake & Friction
- 24-157-8/26 – Amend S&B Code re Payroll Clerk Classification / Job Description
- 24-158-8/26 – Mast Parkway R-O-W Dedication
- 24-159-8/26 – Various Zoning Code Amendments
- 24-160-8/26 – OHMAS Specialized Dockets Project Funding/Veteran's Treatment
- 24-161-8/26 – Grant Application – 2024 JAG Grant – Police
- 24-162-8/26 – Establish new Celebration Fund
- 24-163-8/26 – State Bid, MNJ Technologies – Computer/Laptop/Monitor Replacement
- 24-164-8/26 – Budget Amendments
- 24-165-8/26 – Purchase (1) 2024 F150 – Service Dept.
- 24-166-8/26 – Expenditure – A & A Safety Inc. – Street Dept.
- 24-167-8/26 – Amend S&B Code, add F/T Account Clerk II to Service Dept.
- 24-168-8/26 – Amend S&B Code, add F/T Mother Equipment Operator – Street Dept.
- 24-169-8/26 – Amend S&B Code, add second F/T Sanitation Laborer
- 24-170-8/26 – 2024 City Auction
- 24-171-8/26 – Accept Grant Donation from Medina County Board of Developmental Disabilities
- 24-172-8/26 – EPA Brownfield Assessment Grant for former Yost Sunoco property
- 24-173-8/26 – Interurban Building Relocation and Use
- 24-174-8/26 – Cyber Security Grant Application
- 24-175-8/26 – Bids, Airport Hangar Apron Improvements
- 24-176-8/26 – Design Discussion, US 42 Resurfacing
- 24-177-8/26 – Design Discussion, N. Huntington Sidewalks
- 24-178-8/26 – Utility Easement for Legacy Hotel Project
- 24-179-8/26 – Expend. / Agreement – Grail, Inc. – Fire Dept. Cancer Screening
- 24-180-8/26 – Amend Ord. 95-23, Increase Estimated Amount

RCA 24-151- 8/26

Finance Only

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

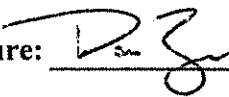
- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 8/6/2024 Department: IT

Amount: \$30,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 388-0714-54413

Vendor: WRIS Web Services W00011

Department head/Authorized signature: 

Item/Description:  
2024 City of Medina Web Page Update  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Date to Finance: \_\_\_\_\_

Clerk of council \_\_\_\_\_

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

**PROJECT SUMMARY**

- **UI/UX Design and User Strategy:** Provide 2-3 mockups for review, edits, and approval. Designs are to be responsive and modern, but simplified with intuitive navigation for ease of use.
- **Content Consolidation Strategy:** Review all pages and content for consolidation options along with creation of streamlined menu.
  - Identify how far back to pull documents from the current site. Review legal needs by department to identify any differing date ranges
- **Improve Functionality:** Strategize alternative 'Find it now', quick links, and search functionality options with testing.
  - Create easy to use property listings for Economic Development
  - Add online application processes with delivery to the appropriate departments via email
  - Include new areas to house live streams from the tv station and add reference points across relevant areas of the site
- **Development and Content Migration:** Development of all approved designs and functionality. Migrating content and documents from existing site to the dev environment with any adjustments requested by the City of Medina.
  - Provide testing links to the City of Medina throughout development for new functionality areas. Adjust strategy of new functionality based on client feedback.
- **Client Edits and QA:** Full site QA by WRIS and the City of Medina to be completed prior to choosing a launch date. Implement all edits and final requests.
- **Launch:** Work with the City of Medina to update relevant DNS Records to point to the new hosting server. Provide IP addresses to the City for updating their internal networks.
  - Installation of SSL Certificate
  - Setup necessary URL Redirects from Old URLs to new URLs as needed to prevent loss of SEO and Google ranking
  - Install and create base SEO setup with Yoast SEO
  - Full live site QA and testing by WRIS and the City of Medina
  - Schedule all training needed and finalize 'How-To' Guides
- **Post Launch Tasks:** Create and connect Google Analytics and Google Search accounts. Install Google Site Kit to display site analytics within Wordpress Admin dashboard
  - Finalize SEO setup and creation of dynamic XML Sitemap for submission to Google for Indexing
  - Create password protected copy of the old website for archival purposes and begin discussions on strategy for long-term documents storage.
  - Install and set up UserWay for ADA Compliance remediation and Termly. Create a schedule for periodic review of manual remediation needs.



**TIMELINE**

In our experience, a project of this scope will require approximately 12 months to complete. In some cases this may move faster if there is an overlap of project phases.

**PROJECT PRICE QUOTE**

The estimate of fees for the Project described above is:

- UI/UX Design and User Strategy: 10 hours
- Content Consolidation Strategy: 10 hours
- Improve Functionality: 15 hours
- Development and Content Migration: 90 hours
- Client Edits and QA: 15 hours
- Launch: 5 hours
- Post Launch Tasks: 25 hours

**Total Estimate: 170 hours @ \$145/hour = \$24,650**

**ADDITIONAL COSTS**

The expected costs (subject to change during development if different direction is given by the City of Medina) associated with Tools and Plugins requested or required for the above is:

- UserWay ADA & WCAG Compliance Widget: \$490/year per website
  - Provides both automated Accessibility fixes and monthly reports for manual remediation
- Elementor Pro Plugin: \$80/year per website (FREE - Covered by Website Hosting Agreement)
  - Provides easy to use Editor for Wordpress
- Unlimited Elements Plugin: \$49/year per website
  - Provides AJAX search functionality for real time search features
- ACF Extended Pro Plugin: \$49/year per website
  - Provides custom fields that can tie to the AJAX search provided with the above plugin
- Cookie & Privacy Policy Tool - Termly: \$180/year (\$15/month) per website
  - Provides monthly updated legal information regarding states that have privacy & cookie policy laws. Allowing users to accept or deny cookies at will.

**Total Additional Costs: \$768/year**

*Note: These costs will be charged as they are initiated and can then be prorated to be included with your chosen billing cycle. With proper planning for functionality replacement, any of the above can be canceled as requested.*



City of Medina | Site Rebuild Project | Contract | 7/31/2024

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#### **PAYMENT TERMS**

We require payment of one-fourth (\$5,981.25) of the total estimated fees upon execution of the contract; work on the Project will begin upon receipt of payment. The remaining balance will be billed monthly on a time and materials basis throughout the life of the project. The payment of any outstanding balance is due in full before the launch, transfer or delivery of finalized Project files.

If, during any phase of the Project, we believe that the number of hours estimated to complete this project will exceed the estimate due to a scope increase (a change to the approved plan or budget at the Client's request), we will stop work on the Project, inform you of this in writing and request that you authorize, in writing, additional time to complete the project, which will increase the fee for the Project. Pricing outlined in this proposal expires 30 days from date of delivery of proposal.

Please note that if payment on an invoice is not received by the indicated due date, WRIS reserves the right to:

- Implement a finance charge (no more than 2% of the outstanding balance) monthly until the outstanding balance is paid in full,
- Apply outstanding charges to your credit card on file, or
- Suspend all work on the Project, which could result in termination of service.

Billing rates are subject to change based on the current fair market value, however, WRIS will provide sufficient notice (typically at least 6 months) before implementing any change.

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#### **STATEMENT OF OWNERSHIP**

WRIS acknowledges that Client owns and retains all rights to all Client data, content, or information provided by Client or collected or derived as a result of this Agreement ("Client Content"). WRIS shall not transfer, redistribute, sell or otherwise disclose Client Content to any individual or organization other than pursuant to the terms of this Agreement. Upon termination of this Agreement by either party, WRIS shall return to Client all copies of any Client Content belonging to Client.

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#### **DISCLOSURES**

WRIS Web Services integrates with a number third-party integrated software and services. Updates and outages to these services can occur without notice causing a break in our integration with that service. Because these types of changes are out of WRIS's control, time spent to reestablish the connection or remedy any communication issues will be billed at our standard production billing rate.



City of Medina | Site Rebuild Project | Contract | 7/31/2024

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**NO HIRE AGREEMENT**

In the absence of written consent from WRIS, for a period of twelve (12) months after expiration or termination of this Contract, the Client agrees not to hire any person who, during the year immediately preceding such hiring, has been an employee or independent contractor of WRIS.

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**TERMINATION CLAUSE**

Each party has the right to terminate this Contract if the other party breaches or is in default of any obligation under this Contract and the breach or default has not been cured within fifteen (15) days after the breaching party's receipt of written notice from the other party.

Upon such termination, WRIS shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Contract; plus, (2) such other costs actually incurred by WRIS as are permitted by this Contract and approved by Client. There shall be deducted from such sums any payments made to WRIS prior to the date of the termination of this Agreement. Client shall not be entitled to any claim or claim of lien against WRIS for any additional compensation or damages in the event of such termination and payment.





WEB SERVICES

City of Medina | Site Rebuild Project | Contract | 7/31/2024

**APPROVAL**

This document shall serve as the contract between the parties hereto for work to be completed as described above and supersedes and replaces any other existing or price agreements, whether written or oral. For approval, please sign, date and return to:

Lina Miller  
WRIS Web Services  
8472 E. Washington St., Suite 201  
Chagrin Falls, OH 44023  
P: 440.600.2503  
lmiller@wris.com

**WRIS Web Services**

**City of Medina**

Signature:

Signature:

Date: 7/31/2024

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

**BILLING CONTACT INFORMATION:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

GREG,

PLEASE LOOK OVER THIS  
CONTRACT FOR OUR WEBSITE  
REBUILD AND HOSTING. PLEASE  
LET DARIN OR I KNOW OF  
ANY CHANGES WE NEED TO  
MAKE BEFORE WE SUBMIT  
IT TO FINANCE ON 8/26/24

THANKS,

JARROD

This Contract  
looks JK

Greg  
8/26/24  
(cont)

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-152-8/26

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: July 18, 2024  
SUBJECT: Annual Transfer Request – Parking Fund

Committee: Fin & Council

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to authorize the Finance Director to transfer \$70,000 from the General Fund (#001) to the Parking Fund (#140) to cover operating expenses.

Estimated Cost: \$70,000

Suggested Funding: General Fund

Sufficient funds in Account No.: 001-0707-56611

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. Ord. 144-24  
Date: 8-26-24

RCA 24-153-8/26  
Finance Only

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


- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
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Date: 7/23/2024 Department: MCRC

Amount: \$7,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 574-0356-53312

Vendor: Airgas A00285

Department Head/Authorized Signature: 

Item/Description:

Increase to PO 24-820 for \$20,000.00

Need additional \$7,000 due to increased product pricing

Total needed \$27,000

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Clerk of council \_\_\_\_\_ Date to Finance: \_\_\_\_\_

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



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

**PURCHASE ORDER**

Page: 1  
 P.O. Number: **2024000820**  
 P.O. Date: 01/01/2024  
 Req. Number: BOC 12/26/23

Requested By: Julie Colonius  
 Blanket Type: RB  
 Ship Via:  
 Terms:

**Deliver To** RECREATION CENTER  
 CITY OF MEDINA  
 855 WEYMOUTH RD  
 MEDINA, OHIO 44256

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

**Vendor** A00285  
 AIRGAS NATIONAL CARBONATION  
 DBA: AIRGAS, INC  
 PO BOX 734673  
 DALLAS, TX 75373-4673

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
BOC APPROVED 12/26/23						
Accounting						
001	RB-POOL CHEMICALS	574-0356-53312				\$20,000.00

Purchase Order Total: \$20,000.00

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

Director of Finance

1/19/2024

Date

2024000820



Close Purchase Order    Print PO

Workflow Items | 2024000820 | Open Purchase Orders | 2024000820

ID:	2024000820	STATUS:	Open
DESCRIPTION:	RB-POOL CHEMICALS	CLOSED DATE:	
REQUISITION:	<u>Req. BOC</u> <u>12/26/23</u>	SHIP TO:	(RECREATION CENTER) 855 WEYMOUTH RD MEDINA, OHIO 44256
REQUISITION DATE:	1/1/2024	HAS ATTACHMENTS:	<input type="checkbox"/>
VENDOR:	<u>A00285 (AIRGAS NATIONAL CARBONATION)</u>	PENDING PAYMENT REQUESTS:	\$0.00
CREATION DATE:	1/19/2024	INVOICED AMOUNT:	\$14,427.01
ORDER DATE:	1/1/2024	ENCUMBRANCE BALANCE:	\$5,572.99
DEPARTMENT:	MCRC	PAID AMOUNT:	\$14,427.01
BLANKET TYPE:	RB	TOTAL VALUE:	\$20,000.00

2024000820



WORKFLOW STATE	INVOICE DATE	INVOICE NUMBER	TOTAL VALUE	SCHEDULED PAY DATE	COMMIT DATE	LAST MODIFIED DATE	FILTER
Draft	7/8/2024	9151552820	\$1,070.15	7/31/2024	7/8/2024		
Draft	6/25/2024	9151282763	\$160.71	7/31/2024	6/25/2024		
Approved	6/24/2024	9151147438	\$825.61	7/15/2024	6/24/2024	7/15/2024	
Approved	6/13/2024	9150839488	\$946.86	6/28/2024	6/13/2024	6/28/2024	
Approved	6/3/2024	9150525813	\$912.41	6/14/2024	6/3/2024	6/18/2024	
Approved	5/23/2024	9150182883	\$906.21	6/14/2024	5/23/2024	6/18/2024	
Approved	5/14/2024	9149870393	\$546.25	5/31/2024	5/14/2024	5/31/2024	
Approved	5/7/2024	9149645764	\$972.45	5/31/2024	5/7/2024	5/31/2024	
Approved	4/25/2024	9149265202	\$806.91	5/15/2024	4/25/2024	5/15/2024	
Approved	4/14/2024	9148872260	\$960.31	4/30/2024	4/14/2024	4/30/2024	
Approved	4/1/2024	9148454629	\$730.91	4/12/2024	4/1/2024	4/12/2024	
Approved	3/24/2024	9148185490	\$877.23	4/12/2024	3/24/2024	4/12/2024	
Approved	3/12/2024	9147814503	\$480.43	3/29/2024	3/12/2024	3/28/2024	
Approved	3/7/2024	9147678339	\$503.99	3/29/2024	3/7/2024	3/28/2024	
Approved	2/29/2024	9147450993	\$673.25	3/15/2024	2/29/2024	3/19/2024	
Approved	2/21/2024	9147156266	\$910.98	3/15/2024	2/21/2024	3/19/2024	
Approved	2/7/2024	9146702101	\$822.15	2/29/2024	2/7/2024	2/29/2024	
Approved	1/26/2024	9146309956	\$905.23	2/15/2024	1/26/2024	2/15/2024	
Approved	1/9/2024	9145746572	\$817.81	1/30/2024	1/9/2024	1/31/2024	
Approved	12/27/2023	9145392344	\$471.77	1/30/2024	12/27/2023	1/31/2024	
Approved	12/20/2023	9145246256	\$356.25	1/30/2024	12/20/2023	1/31/2024	

\$15,657.37

RCA 24-154-8/26  
Finance Only

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

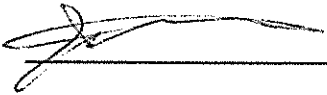
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Date: 7/23/2024 Department: MCRC

Amount: \$6,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 574-0356-53312 \$3,000.00  
574-0356-53321 \$3,000.00

Vendor: Heritage OP Aquatics - 001008

Department Head/Authorized Signature: 

Item/Description:  
Increase to PO 24-821 for \$20,000.00  
Need additional \$3,000 due to increased product pricing & \$3,000 new chemtrol sensor  
Total needed \$26,000

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council Date to Finance: \_\_\_\_\_

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



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

**PURCHASE ORDER**

Page: 1  
 P.O. Number: **202400821**  
 P.O. Date: 01/01/2024  
 Req. Number: BOC 12/26/23  
 Requested By: Julie Colonius  
 Blanket Type: RB  
 Ship Via:  
 Terms:

**Deliver To** RECREATION CENTER  
 CITY OF MEDINA  
 855 WEYMOUTH RD  
 MEDINA, OHIO 44256

**Vendor** 001008  
 HERITAGE POOL SUPPLY GROUP INC  
 DBA: O P AQUATICS / EMSCO  
 22350 ROYALTON ROAD  
 STRONGSVILLE, OH 44149-3826

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
BOC APPROVED 12/26/23						
Accounting						
001	RB-AQUATICS-CHEMICALS	574-0356-53312				\$19,700.00
002	RB-AQUATICS-MAINT OF EQUIP	574-0356-53321				\$300.00

Purchase Order Total: \$20,000.00

MOVE \$300 FROM L#1 TO NEW L#2: REQ# 574-5665; 3/27/24

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

Director of Finance

1/19/2024

Date



2024000821



Close Purchase Order Print PO

2024000821

ID	2024000821	STATUS	Open
DESCRIPTION	R3-AQUATICS-CHEMICALS	QUOTED DATE	
REQUISITION	2024000821	SHIP TO	(RECREATION CENTER) 835 WEYMOUTH RD MEDINA, OHIO 44256
REQUISITION DATE	7/1/2024	HAS ATTACHMENTS	CA
VENDOR	000001 (RECREATION CENTER) 000002 (RECREATION CENTER) 000003 (RECREATION CENTER)	PENDING PAYMENT REQUESTS	\$0.00
CREATION DATE	7/1/2024	INVOICED AMOUNT	\$9,868.34
ORDER DATE	7/1/2024	ENCUMBRANCE BALANCE	\$10,351.66
DEPARTMENT	MCRC	PAID AMOUNT	\$9,868.34
BLANKET TYPE	R3	TOTAL VALUE	\$20,000.00
BLANKET EXPIRATION DATE		ORIGINAL PO AMOUNT	\$20,000.00

Purchase Order  
2024000821



WORKFLOW STATE	INVOICE DATE	INVOICE NUMBER	TOTAL VALUE	SCHEDULED PAY DATE	COMMIT DATE	LAST MODIFIED DATE
Draft	7/3/2024	0016460624-001	\$576.00	7/31/2024	7/3/2024	
Draft	7/2/2024	0016406330-001	\$467.80	7/31/2024	7/2/2024	
Draft	7/2/2024	0016406331-001	\$1,393.00	7/31/2024	7/2/2024	
Draft	6/28/2024	0016325679-001	\$1,458.78	7/31/2024	6/28/2024	
Approved	6/7/2024	0015851548-001	\$1,343.40	6/28/2024	6/7/2024	6/28/2024
Approved	5/28/2024	0015770868-001	\$349.38	6/14/2024	5/28/2024	6/18/2024
Approved	5/10/2024	0015339752-002	\$1,423.00	5/31/2024	5/10/2024	5/31/2024
Approved	4/11/2024	0014867629-001	\$1,025.00	4/30/2024	4/11/2024	4/30/2024
Approved	3/14/2024	0014490555-001	\$1,005.10	3/29/2024	3/14/2024	3/28/2024
Approved	3/4/2024	0014398774-001	\$1,552.04	3/15/2024	3/4/2024	3/19/2024
Approved	2/16/2024	0014180667-001	\$1,144.40	3/15/2024	2/16/2024	3/19/2024
Approved	1/31/2024	0014097579-001	(\$21.92)	2/15/2024	1/31/2024	2/15/2024
Approved	1/30/2024	0014086891-002	\$44.66	2/15/2024	1/30/2024	2/15/2024
Approved	1/18/2024	0013930950-001	\$1,025.00	3/15/2024	1/18/2024	3/19/2024
Approved	1/11/2024	0013936906-001	\$32.88	3/15/2024	1/11/2024	3/19/2024
Approved	1/2/2024	0013731284-001	\$945.40	1/30/2024	1/2/2024	1/31/2024

\$18,763.92



O.P. AQUATICS

EMSCO - STRONGSVILLE  
22350 ROYALTON RD  
STRONGSVILLE, OH 44149-3826  
FAX: (440)-238-4839  
Phone: (440)-238-2100

**QUOTE**  
**0016842949**

Account: 4013350 0002  
Branch: EMSSTRO  
Phone: (330)-721-6900  
Fax: ( )- -

Bill To: CITY OF MEDINA  
PARKS & RECREATION  
132 N ELMWOOD  
MEDINA, OH 44258

Ship To: CITY OF MEDINA  
855 WEYMOUTH ROAD  
MEDINA REC CENTER  
MEDINA, OH 44256

PO: PPM SENSOR		Ref:		Job:		
ITEM	DESCRIPTION	QTY	UOM	PRICE	UOM	AMOUNT
CMTPPMFC010	CHEMTROL PPMFC010 UPGRADE SENSOR Supp#: PPMFC010	1	EA	2,070.59	EA	2,070.59
CMTPPMEM1B	CHEMTROL PPMEM1B MEMBRANE FOR PPM010 Supp#: PPMEM1B	1	EA	319.19	EA	319.19
CMTPPMGEL1B	CHEMTROL PPMGEL1B ELECTROLYTE Supp#: PPMGEL1B	1	EA	146.07	EA	146.07
	Subtotal					2,535.85
	PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE					

Payment Terms:  
NET 30 DAYS

Total: **\$2,535.85**

RCA 24-155-8/26  
Finance Only

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

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

Date: 7/24/2024

Department: Grants-PY-20 CHIP

Amount: \$331.00

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

Account Number: 137-0406-52215

Vendor: Paul Davis Restoration

Department Head/Authorized Signature: Dr. Harwell 7/24/24  
AD Vac

Item/Description:

Finance Committee is requested to Increase PO # 2024001275 by \$313.00 for an additional plumbing expense with the sump pump at 30 Circle Drive. This is for a PY-20 CHIP project. The funding will be taken from the CHIP Program Income Fund.

New total - \$25,200

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

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



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

**PURCHASE ORDER**

Page: 1  
 P.O. Number: 2024001275  
 P.O. Date: 05/03/2024  
 Req. Number: RCA 24-099-4/22

**Deliver To** PLANNING DIRECTOR  
 CITY OF MEDINA  
 132 N ELMWOOD AVE  
 MEDINA, OHIO 44256

Requested By: Emily Pettway  
 Blanket Type:  
 Ship Via:  
 Terms:

**Vendor** P00452  
 PAUL DAVIS RESTORATION OF CLEVELAND  
 DBA: R FORCE ENTERPRISES  
 17910 PEARL ROAD  
 STRONGSVILLE, OH 44136

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
FINANCE COMMITTEE APPROVED 4/22/24						
		Accounting				
001	PY20 CHIP-30 CIRCLE DR-PLUMBING	137-0406-52215				\$24,887.00

Purchase Order Total: \$24,887.00

\$3200 INCREASE; FINANCE APPROVED 6/24/24

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

Director of Finance

5/6/2024

Date

OK  
D. Hammond  
7-9-24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-156- 8/26  
Committee- Finance

FROM: Kimberly Marshall

DATE: July 9, 2024

SUBJECT: Job Creation Grant Payment for Carlisle Brake & Friction / Friction Products

**SUMMARY AND BACKGROUND:**

This Request is to authorize a job creation grant payment to Carlisle Brake & Friction known as Friction Products for tax year 2023 in the amount of \$53,491.89 for two job creation grants as follows:

JCG13-Carlisle Brake & Friction 17 in the amount of \$18,750.06 and  
JCG21-Carlisle Brake & Friction 20 in the amount of \$34,741.83

These grants are a result of two expansion projects. The first one was for their warehouse, production, employee welfare areas and machinery and equipment investments. The second one was for their relocation of the Solon HQ to Medina.

Based on the grant commitments, the company should have 374 full time employees. At the end of 2023 they were at 381 employees. They have exceeded both the employee goal and payroll goals accordingly. Information has been verified by RITA.

The company is doing well, and are trying to fill some engineering positions at this time. I am respectfully requesting council to authorize this job creation grant payment.

As a reminder, funding for these grants comes from non-income tax generated revenues.

**Suggested Funding:**

- Sufficient funds in Account No. 001-0749-56630
- 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:

**JCG13-Carlisle Brake & Friction 17**  
**For Tax Years 2023**

---

Projected New Payroll	\$ 3,000,010.00	
Actual new Payroll	\$ 5,859,849.40	
Percentage	195.33%	#DIV/0!
Maximum basis	125.00%	125.00%
Base Payroll	\$ 3,750,012.50	#DIV/0!
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 46,875.16	#DIV/0!
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 18,750.06	#DIV/0!

**JCG21-Carlisle Brake & Friction  
For Tax Years 2023**

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Projected New Payroll	\$ 5,558,693.00	\$ -
Actual new Payroll	\$ 8,418,532.40	\$ -
Percentage	151.45%	#DIV/0!
Maximum basis	125.00%	125.00%
Base Payroll	\$ 6,948,366.25	#DIV/0!
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 86,854.58	#DIV/0!
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 34,741.83	#DIV/0!

# REQUEST FOR COUNCIL ACTION

No. RCA 24-157-8/26

FROM: Finance Director Keith Dirham

Committee: Finance

DATE: Wednesday, July 10, 2024

SUBJECT: New Job Descriptions & Pay Grade Change Request for Payroll Clerk Classification

## SUMMARY AND BACKGROUND:

As the City strives to attract and retain highly qualified employees, the current rate of pay assigned to the one full-time Payroll Clerk person in the finance department does not accurately reflect the responsibilities or level of expertise expected from the employee assigned to fill this role. The pay grade is currently set at 9 A-F (\$25.53-\$32.59) and I am asking City Council to consider raising the pay grade of this classification to 14 effective with the first paycheck issued after July 1, 2024.

Attached is an updated job description for this classification. Over the years, added responsibilities have been assigned to this employee. This new job description highlights these new responsibilities. This desk handles not only payroll, taxes, pension reports and various deductions, but also all the paperwork, tracking and investigating for FMLA, child support, COBRA, unemployment benefits and worker compensation claims. Many of these added responsibilities require collaboration with the law director. Even the basic duties such as figuring payroll has become more complex over the years because of the different rules to follow per the four union contracts and the municipal court special orders/exceptions. The federal labor law has also imposed many new regulations over the years that add to complicating payroll calculations, such as having two different overtime rates for each employee based on their longevity and special benefits received.

Every year, the payroll clerk has been asked on numerous occasions to step-in to help the accounts payable desk. The 40-hour work week is tough to stick to just handling payroll duties, but then to cover additional departmental duties is stressful but is necessary to ensure all department deadlines are met. All finance department employees need to be very dedicated to their job. Vacations are sometimes put on hold or cancelled due to workload and deadlines. Their deadlines are not negotiable.

I respectfully request your consideration to adopt the new job description for the Payroll Clerk classification into the Salaries & Benefit Code Section 31.07 and to increase the pay grade for the payroll clerk to Pay Grade 14 A-F.

### Estimated Cost:

#### Suggested Funding:

- sufficient funds in Account No. 001-0703-50111
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- ~~NEW APPROPRIATION needed~~ in Account No. \_\_\_\_\_

Emergency Clause Requested: YES

Reason: To allow proper compensation for Elizabeth Brown to begin as soon as possible for the outstanding job she has been doing.

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Payroll

	2024-Min	2024-Max	2025-Min	2025-Max	Source
Medina	\$ 53,102	\$ 67,787	\$ 54,974	\$ 70,179	
Wadsworth Acct Clerk II	\$ 48,318	\$ 79,435			*Lee-Ann Dunkle email, 5/14/24
Brunswick	\$ 41,131	\$ 80,140	\$ 42,530	\$ 82,865	Todd Fischer email, 5/14/24
Wooster	\$ 52,748	\$ 81,099			Stacey Teeling email, 5/16/24
Wadsworth Accountant I	\$ 56,888	\$ 85,322			*Lee-Ann Dunkle email, 5/14/24
Strongsville	\$ 63,501	\$ 104,791			Colleen Healey email, 5/14/24

\*Note that Wadsworth has an Accounting Clerk II supervised by an Accountant I handling payroll.

The Accounting Clerk II salary is listed above, Accountant I is \$56,888-\$85,322.

Medina-10	\$ 55,765	\$ 71,178	\$ 57,720	\$ 73,694	
Medina-11	\$ 58,552	\$ 74,734	\$ 60,611	\$ 77,376	Civil Service Commission Secretar
Medina-12	\$ 61,485	\$ 78,478	\$ 63,648	\$ 81,245	
Medina-13	\$ 64,563	\$ 82,410	\$ 66,830	\$ 85,301	
Medina-14	\$ 67,787	\$ 86,528	\$ 70,179	\$ 89,565	
Medina-15	\$ 71,178	\$ 90,854	\$ 73,694	\$ 94,037	Deputy Finance Director
Finance Director		\$ 95,500	\$	\$ 96,694	

**Keith Dirham**

---

**From:** Laureen Wilson  
**Sent:** Tuesday, July 9, 2024 1:59 PM  
**To:** Keith Dirham  
**Subject:** payroll job description  
**Attachments:** July 2024 meeting.docx; FINANCE Payroll Clerk 2024 revision.docx

Hi Keith-

Please find attached a draft copy of the minutes from the CSC July meeting approving the Payroll Clerk's revised job description and a copy of the revisions.

Let me know if you need anything else.

Laureen

# CIVIL SERVICE COMMISSION

DATE: July 3, 2024

PRESENT: Commission Chairman Delmar Jones, Commission Members James Monhollen and James Palmquist, Mayor Dennis Hanwell, Police Chief Ed Kinney, Service Director Nino Piccoli, Schools Human Resource Director Jim Shields, Finance Director Keith Dirham and Secretary Laureen Wilson

Chairman Jones called the meeting to order at 8:00am. First matter was a review of the May meeting minutes. Motion was made to adopt the regular meeting minutes of May 1, 2024 as written and mailed. Motion seconded and carried with a 2-yea vote and 1 abstention. Commissioner Palmquist continued and made a motion to adopt the special meeting minutes of May 22, 2024 as written and mailed. Motion seconded and carried with a 3-0 vote.

First Unfinished Business item was regarding an update to the Patrol Officer testing process. Secretary advised that 17 out of 48 candidates came to the written test with 12 passing. Hearing impaired candidate did not show and stated he accepted another job offer. 12 to move on to physical fitness test. 1 withdrew and another asked for special accommodations due to hip surgery. Special accommodations were denied since the physical fitness testing is a requirement to become OPOTA certified. 5 out of 10 people passed and advanced to Oral Boards after physical fitness testing and that will be the amount ranked on the eligible list. Mayor Hanwell stated Law Director Huber talked with other city law directors and most use the National Testing Network where candidates take a patrol written test and their results are shared with various cities that the candidate chooses to share with. And many use the Tri-C physical fitness test certification. Chief Kinney stated that Medina has been lucky since COVID to still attract a decent number of applicants. We are just starting to feel the pain of low numbers that other cities have been dealing with earlier. Two lateral candidates applied also, one withdrew and the other person the city will not be making an offer to them. The city needs to think about changes and what we want to do. The city does not want to lower their standards.

Unfinished Communication Operator information: Applications were accepted through June 25<sup>th</sup>. Thirty-five applications filed. At time of meeting, 2 people withdrew; 3 people did not pass the data entry portion; 1 person did not show for data entry; 17 passed data entry; 12 people need to take data entry portion. Written test given July 2<sup>nd</sup> evening. 26 people were eligible to take written test, only 12 came to test. Candidates are not as serious about following through with applying and testing as in the past. All 12 who came to the written test did take the data portion already and passed. Have two vacancies, would like to have at least the minimum of 6 to consider.

Next Unfinished Business item was regarding the Payroll Clerk job description revision. Law Director Huber did review the revisions and agrees to the changes/additions. Commissioner Palmquist made a motion to approve to adopt the revised Payroll Clerk job description as written and presented. Motion was second and carried with a 3-0 vote which will allow Mr. Dirham to present the revised job description to Finance committee and Council to have it adopted into the Pay Code 31.07.

That took care of all business on the agenda. It is time to change Chairmanship and all present agree that Commissioner Palmquist will begin serving as the next Civil Service Commission Chairman with the August meeting. Though at this time, since Council will be on break, it is anticipated that there will not be an August meeting.

Mayor Hanwell wanted to update the Commission regarding new appointments. Tracy Eckert has taken over for Sherry Crow, after her retirement. All is going well. And the new Code Enforcement Inspector has been hired and was started at a higher pay step due to his experience. He is doing really well.

Mayor Hanwell wanted to also state that so many patrol and communication operator candidates may not be showing up for the written test because they no longer have to pay a filing fee. In earlier days, a fee was collected to help ensure everyone applying was serious and it would help lower the number applying in the days when an advertisement would attract over 100-200 candidates. Candidates no longer have anything invested which makes it easier for them not to show up to test. Secretary wanted to point out that two candidates who did not pass the physical fitness test asked if there was any way they could retest one more time. She thought maybe the city might want to consider offering a 2<sup>nd</sup> try to take the physical fitness test. It might help lower the percentage of candidates lost at this step. Chief Kinney stated we do give a 2<sup>nd</sup> try to Communication Operators taking the data entry portion. Sometimes people do have bad days or the weather is extremely unpleasant. This might be something to consider since it is better than lowering any standards. The Commissioners asked if this would cause an issue with current officers, that new officers were given a second chance. Both Chief Kinney and Mayor Hanwell noted that the current officers want people hired to help with the workload and to give them more seniority.

After this interaction, Chairman Jones called the meeting adjourned at 8:17am.

THE CITY OF MEDINA  
JOB DESCRIPTION

IV-115

TITLE: Payroll Clerk

REPORTS TO: Deputy Finance Director

DEPARTMENT/DIVISION: Finance

CIVIL SERVICES STATUS: Unclassified

JOB STATUS: Full-time

EXEMPT STATUS: Non-exempt

**CLASSIFICATION FEATURES:** The individual in this classification performs a wide variety of clerical tasks relating to financial accounts and records. The work performed in the classification involves account keeping, auditing and related functions that are not always clearly defined. Most duties are of a recurring nature with routine solutions that have been previously determined. In the event of nonrecurring situations, such cases are referred to supervisors for solution.

**ESSENTIAL JOB FUNCTIONS:**

~~Maintains ledgers to balance accounts monthly.~~

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Calculate, input and process employee work hours, overtime bonuses and other relevant payroll components.

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~~Calculates and process payroll and prepares~~ Prepares biweekly, monthly, quarterly, annual and special reports relating to various payroll functions.

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Ensures timely and accurate payroll distribution in accordance with established schedules.

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Maintains employee insurance, hospitalization, compensatory time and overtime records.

~~Posts all hours worked by employees.~~

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Generates records, accounting statements, vouchers and form letters.

Maintain accurate and up-to-date payroll records, including deductions, taxes, child support, Family Medical Leave, worker's compensation, COBRA and other relevant information for audits and record-keeping purposes.

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Verify and reconcile discrepancies in payroll data, including pension reports.

Maintains master file of all City employees and officials.

Maintain confidentiality of sensitive information.

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Initiates and maintains computer forms/ledgers to record each pay period.

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IV-115

Interprets various labor contracts, City Council pay codes and the Ohio Revised Code as it relates to various City departments.

Works in conjunction with the Civil Service Secretary, who checks and certifies the payroll calculated for all City employees.

Reviews contract language and proposals to assist management in determining financial ramifications that might result.

~~Answers payroll and benefit questions from employees. Collaborate with other departments to resolve and respond to employee inquiries regarding payroll and benefits.~~

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Stay informed about federal, state and local payroll regulations to ensure compliance with tax laws, pension plans and other statutory requirements.

Work closely with other Finance department employees to ensure seamless financial operations.

Assists with other departmental assignments and responsibilities as required.

Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.

Maintains regular and consistent attendance.

#### EDUCATION, TRAINING AND EXPERIENCE:

Considerable clerical experience, including accounting duties at an entry-level and high school diploma or GED, preferably supplemented by business school or college courses in accounting, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

#### QUALIFICATIONS:

##### Knowledge of:

- Office practices used in keeping fiscal accounts and records;
- Office terminology and equipment; and
- Business arithmetic and proper grammar.

##### Skilled in:

- Personal computer use;
- Strong attention to detail and accuracy in data entry;
- Excellent organizational and time management.

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##### Ability to:

IV-115

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone;
- Understand and follow complex oral and written instructions;
- Provide administrative and professional leadership and direction to Department personnel; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend a large portion of the working day at a desk or computer workstation. This position includes a high incidence of interaction with citizens, government officials and municipal employees, often under stressful conditions.

**WORKING CONDITIONS:**

May be required to work outside normal business hours including weekends, evenings and holidays.

**EQUIPMENT USED:** calculator, computer, copier, telephone

**ADDITIONAL REQUIREMENTS:** The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

**EMPLOYEE ACKNOWLEDGMENT:** \_\_\_\_\_

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

# REQUEST FOR COUNCIL ACTION

No. RCA 24-158-8/26

FROM: Andrew Dutton  
DATE: 7/15/24  
SUBJECT: Mast Parkway R/W Dedication

Committee: Finance

## SUMMARY AND BACKGROUND:

Mast Parkway was constructed in 2017 with the inclusion of a two-legged roundabout. The roundabout incorporated a privately owned 0.0628 acre center circular island and two splitter islands in the right-of-way.

Though additional legs of the roundabout may have been envisioned, properties to the south and west have been developed and will not have a future connection to the roundabout. Therefore, the existing two-legged roundabout does not serve a traffic management purpose and is not necessary.

The applicant is proposing to dedicate the 0.0628 acre center circular island to the City of Medina as public right-of-way. As a result, the center circular island and splitter islands will be removed and the roadway will function as a cul-de-sac with an entrance to the future Acme site.

The Planning Commission reviewed the request and recommended approval at their July 11<sup>th</sup> meeting.

Estimated Cost: N/A

Suggested Funding:

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

Emergency Clause Requested: No  
Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



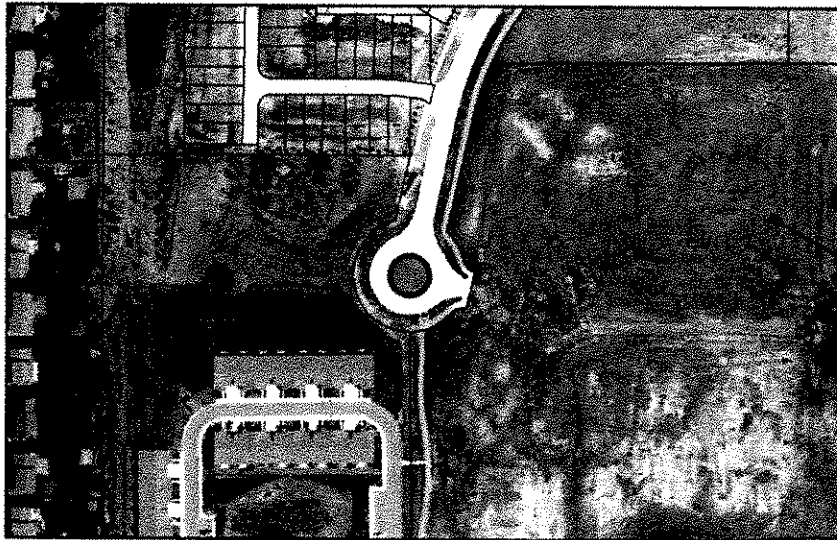
**P24-18**  
**Mast Parkway Right-of-Way Dedication**

Property Owner: Albrecht Incorporated  
Applicant: Thomas King  
Location: Mast Parkway (Parcel #028-19C-20-159)  
Zoning: SPD-1 (Special Planning District 1)/C-3 (General Commercial)  
Request: Preliminary Plan and Final Plat Approval for the Dedication of Public Right-of-Way

**LOCATION AND SURROUNDING USES**

The subject site is composed of 0.0628 acres located within Mast Parkway. Area properties are zoned SPD-1/C-3 and contain the following uses:

- North – Condominiums
- East – Acme (Under Construction)
- South – Senior Apartments
- West – Undeveloped/Retention



**BACKGROUND & PROPOSED APPLICATION**

Mast Parkway was constructed in 2017 with the inclusion of a two-legged roundabout. The roundabout incorporated a privately owned 0.0628 acre center circular island and two splitter islands in the right-of-way.

Though additional legs of the roundabout may have been envisioned, properties to the south and west have been developed and will not have a future connection to the roundabout. Therefore, the existing two-legged roundabout does not serve a traffic management purpose and is not necessary.

The applicant is proposing to dedicate the 0.0628 acre center circular island to the City of Medina as public right-of-way. As a result, the center circular island and splitter islands will be removed and the roadway will function as a cul-de-sac with an entrance to the future Acme site.



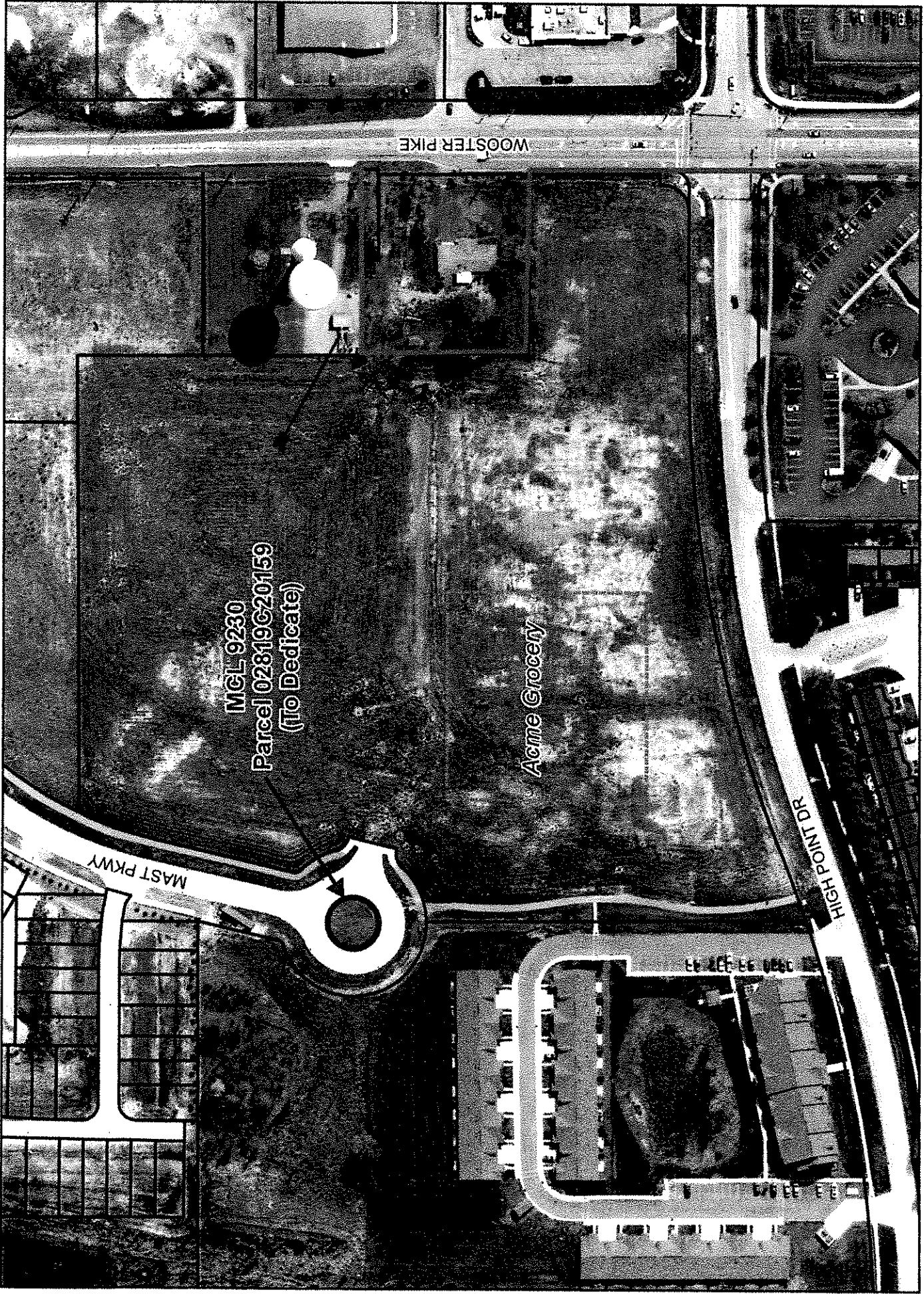
**PRELIMINARY PLAN/FINAL PLAT**

Section 1167.02 of the City of Medina Subdivision regulations states that the dedication of of right-of-way requires Preliminary Plan and Final Plat review by the Planning Commission. As the proposal includes a small dedication of right-of-way, the Planning Commission may review Preliminary Plan and Final Plat concurrently.

In addition, the acceptance of right-of-way must also be approved by City Council after review by the Planning Commission.

**COMMUNITY DEVELOPMENT DEPARTMENT STAFF RECOMMENDATION**

Staff recommends approval of application P24-18, as submitted.

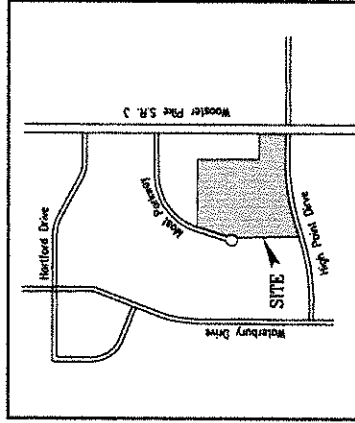


# Dedication of a Portion of Mast Parkway and Easement Dedication & Vacation Plat

Located in the City of Medina, County of Medina, State of Ohio  
Being part of Medina City Lot 9224 and all of Medina City Lot  
No. 9230 as recorded in Document No. 2019PL000008  
of the Medina County Recorder's Records

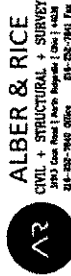
The intent of this Plat is to Vacate Portions of the Existing Utility  
Easements and Dedicate New Utility Easements being part of Medina City  
Lot 9224 as shown hereon and to Dedicate a Portion of Mast Parkway  
being Medina City Lot No. 9230

**DATE: JUNE, 2024**



LOCATION MAP #12

PREPARED BY:



**ALBER & RICE**  
CIVIL + STRUCTURAL + SURVEY  
3943 Cox Road | North Ridgeville, OH 44130  
614-252-7600 Office 614-252-7601 Fax

**OWNERS ACCEPTANCE**

We, the undersigned owner(s) of MCL 9224 and MCL 9230, have caused the lines to be surveyed and plotted as shown hereon and we hereby dedicate to public use forever that portion of Mast Parkway shown hereon in yellow and the Easement Vacation and Easement Dedication shown hereon in green and acknowledge this to be our free act and deed.

Albrecht, incorporated \_\_\_\_\_ Title  
Joseph B. Albrecht \_\_\_\_\_

County of Summit  
State of Ohio

Below me a Notary Public in and for said County and State, personally appeared the above named owner(s) who acknowledged that they did sign the foregoing instrument and the same was their free act and deed.

In witness whereof I have hereunto set my hand and official seal  
at \_\_\_\_\_ Ohio this \_\_\_\_\_ Day of \_\_\_\_\_, 2024

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

**APPROVALS**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Medina City Planning Commission.

Secretary: \_\_\_\_\_

This Plat was duly accepted by ordinance No. \_\_\_\_\_ of Medina City Council at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

President of Council: \_\_\_\_\_

Clerk of Council: \_\_\_\_\_

All required improvements have been satisfactorily installed or adequate financial guarantees have been approved by the Medina City Engineer.

Medina City Engineer: \_\_\_\_\_

Approved for transfer this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the Medina County Tax Map Office.

Tax Map Draftsman: \_\_\_\_\_

Received for transfer this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the Medina County Auditor's Office.

County Auditor: \_\_\_\_\_

Received and recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the Medina County Recorder's Office at \_\_\_\_\_ a.m./p.m.

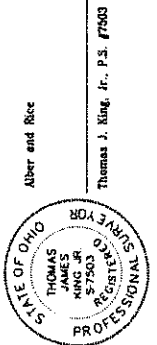
Recorded in Document No. \_\_\_\_\_

Fee: \_\_\_\_\_

County Recorder: \_\_\_\_\_

**SURVEYORS CERTIFICATION**

I hereby certify that I have delineated the easements shown on this plat, that this plat is a true representation of the easements and the plat thereon.



Alber and Rice

Thomas J. King, Jr., P.S. #7600

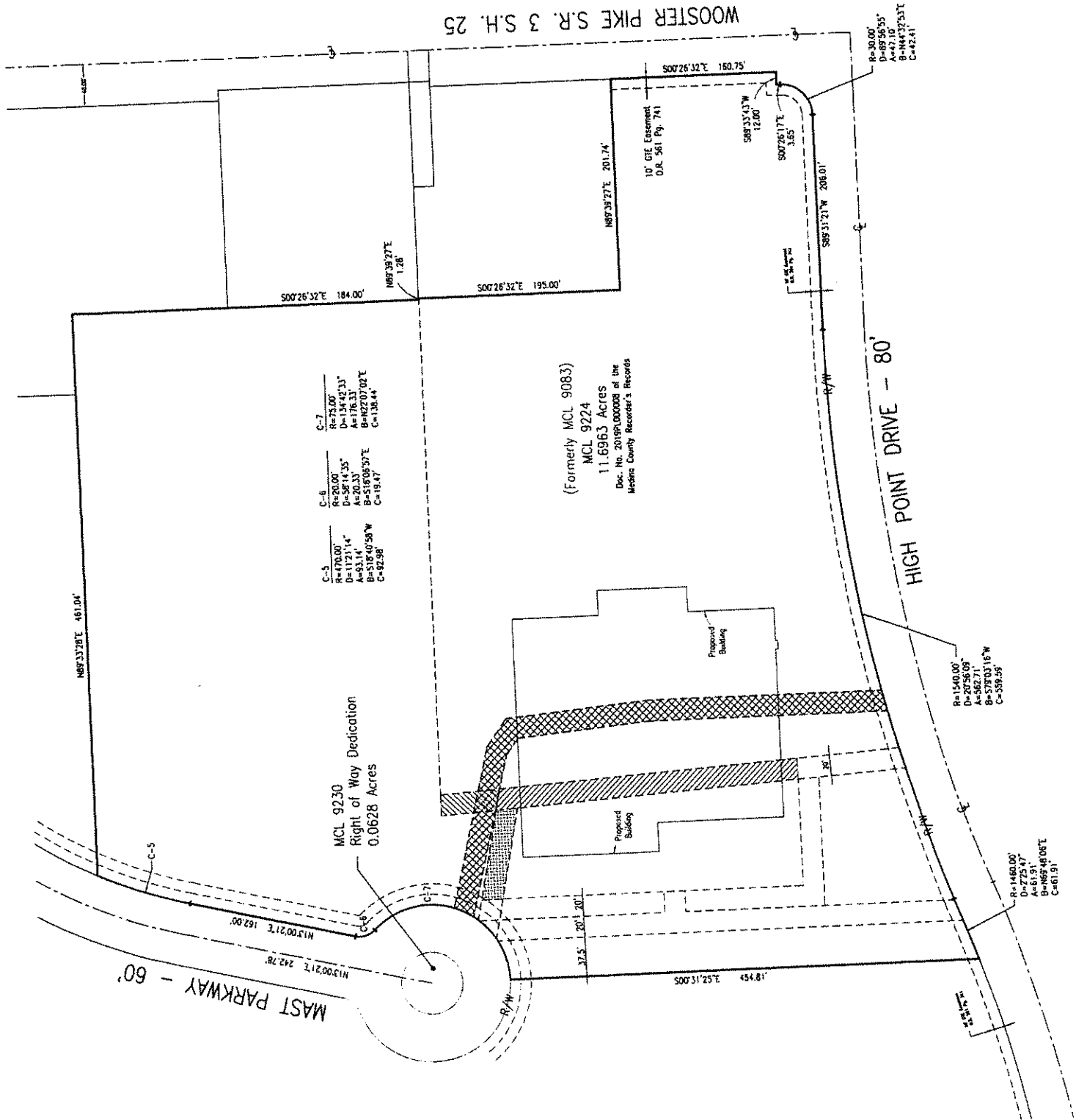
NORTH



SCALE 1" = 60'  
Based on Bearings One North  
Ohio Coordinate System of 1983  
North Zone, NAD 1983 (2011).  
Referenced to 0001 NTS

LEGEND

- S GENERELINE
- R/W RIGHT OF WAY
- FF FINISH FLOOR
- EOP EDGE OF PAVEMENT
- FPN PERMANENT PARCEL NUMBER
- (M) MEASURED
- (R) RECORDED
- (C) CALCULATED
- (U) UNDEVELOPED
- (D) DEED



WOOSTER PIKE S.R. 3 S.H. 25

R=30.00'  
D=89°56'55"  
A=47.10'  
B=114°32'53"E  
C=42.41'

(Formerly MCL 9083)  
MCL 9224  
11.6963 Acres  
Doc. No. 20169100000 of the  
Madura County Recorder's Records

MCL 9230  
Right of Way Dedication  
0.0628 Acres

HIGH POINT DRIVE - 80'

MAST PARKWAY - 60'

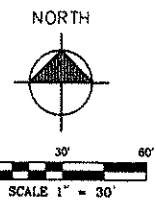
R=1540.00'  
D=20°36'09"  
A=562.71'  
B=578°03'16"W  
C=359.35'

R=1460.00'  
D=7°23'47"  
A=61.91'  
B=165°46'06"E  
C=61.91'

Easement  
Dedication & Vacation Plat



ALBER & RICE  
CIVIL & STRUCTURAL SURVEY  
3341 Oak Leaf Avenue (Oak Leaf)  
248-252-7640 Office 248-252-7641 Fax

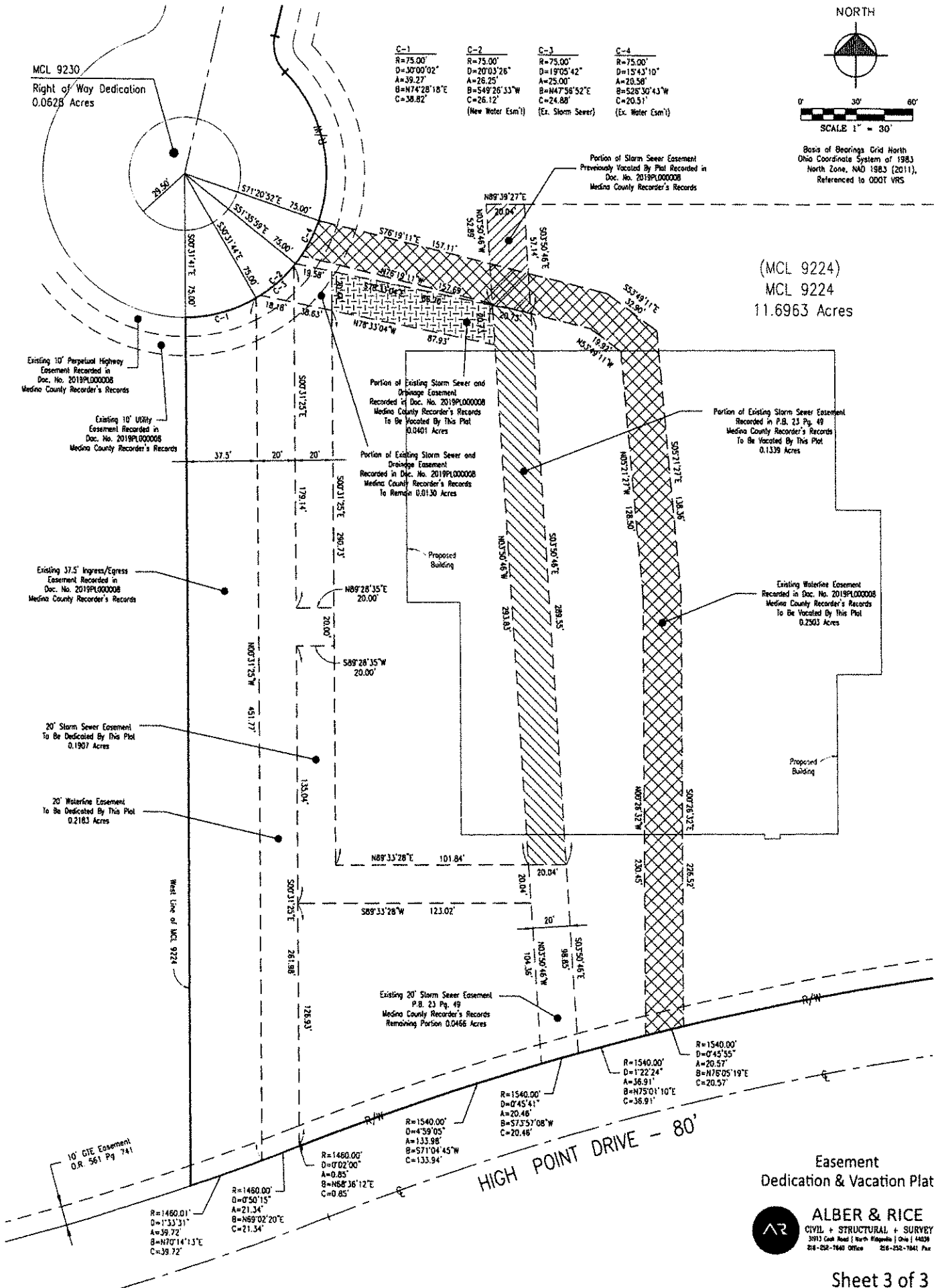


Base of Bearings Grid North  
Ohio Coordinate System of 1983  
North Zone, NAD 1983 (2011),  
Referenced to ODOT VRS

C-1	C-2	C-3	C-4
R=75.00'	R=75.00'	R=75.00'	R=75.00'
D=30°00'02"	D=20°03'26"	D=19°05'42"	D=15°43'10"
A=39.27'	A=28.25'	A=25.00'	A=20.58'
B=N74°28'18"E	B=S49°26'33"W	B=N47°58'52"E	B=S26°30'43"W
C=38.82'	C=26.12'	C=24.88'	C=20.51'
	(New Water Esm'l)	(Ex. Storm Sewer)	(Ex. Water Esm'l)

MCL 9230  
Right of Way Dedication  
0.0628 Acres

(MCL 9224)  
MCL 9224  
11.6963 Acres



Easement  
Dedication & Vacation Plat

**ALBER & RICE**  
CIVIL + STRUCTURAL + SURVEY  
3913 Oak Road | North Macedonia | Ohio | 44039  
216-252-1640 Office 216-252-1641 Fax

# REQUEST FOR COUNCIL ACTION

No. RCA 24-159-8/26  
Committee: Finance

FROM: Andrew Dutton  
DATE: 7/15/24  
SUBJECT: Zoning Code Amendments

## SUMMARY AND BACKGROUND:

Miscellaneous amendments to the Zoning Code, found in Part 11 of the City of Medina Codified Ordinances. The amendments address a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short term rentals. See the attached memorandum for a description of the amendments.

Estimated Cost: N/A

### Suggested Funding:

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

Emergency Clause Requested: No  
Reason:

---

### COUNCIL USE ONLY:

Committee Action/Recommendation:  
Council Action Taken:

Ord./Res.  
Date:



## **MEMORANDUM**

**DATE:** July 15, 2024  
**TO:** City Council  
**FROM:** Andrew Dutton, Community Development Director  
**SUBJECT:** Zoning Code Amendments

### **Overview**

The following are proposed amendments to the Zoning Code, found in Part 11 of the City of Medina Codified Ordinances. The amendments address a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short term rentals.

### **Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review (p. 1 - 4)**

The review processes for Zoning Amendments, Variances, Site Plans, and Conditional Zoning Certificates have been revised to:

- Provide a consistent review process.
- Require that the Planning Director forward complete applications to the Board of Zoning Appeals or Planning Commission within 30 days.
- Require that the Board of Zoning Appeals and Planning Commission make a decision within 45 days of their initial meeting.

The Site Plan section (1109.01) has also been revised to clarify when a Site Plan must go to the Planning Commission and when a Site Plan can be reviewed administratively by the Planning Director.

### **Fencing (p. 5)**

Standards for fencing have been amended per the following:

- "Areas" has been replaced with "Districts". Areas is not a defined term and is unclear in locations with a mix of uses.
- Exception <sup>4</sup> has been revised to allow fences in the front yard with a side street lot line (corner lots) to be up to 6 ft. in height within 15 ft. of the right-of-way with Planning Commission approval.
- Fences in the O-C or P-F districts may have a height of 8 ft. in the front yard with a side street lot line and barbed wire.
- Lots with double frontage, which have public rights-of-way to the front and rear of the lot, have two front yards, by definition. There are numerous such lots in the city, particularly backing up to Reagan Pkwy. Exception <sup>5</sup> allows a 6 ft. fence adjacent to the yard located opposite the building's front facade.

### **Roofed Porch Setbacks (p. 6)**

Due to several recently granted variances and to allow existing homeowners to expand their homes in a reasonable manner, an amendment has been proposed allowing open roofed porches to extend 10 ft. into the rear setback.



### Parking Lot Lighting (p. 6 - 7)

Existing parking lot lighting regulations have been revised per the following:

- Illumination Levels – Numerical illumination levels throughout a site are difficult to design, comply with, and measure. Specific lighting levels have been replaced with more general requirements. A maximum light level of 1 footcandle at a residential lot line remains unchanged.
- Luminaire Height – Lighting height is currently limited to 10 ft. in all districts except for the C-3 and I-1. A lighting height of 10 ft. is not practical and increases the number of lights needed. Height has been increased in residential districts to 15 ft. and other districts to 20 ft.
- Lighting Plan Submission – Clarification has been provided indicating that a photometric plan is needed when a site is adjacent to a residential zoning district or use.

### Fitness Facility (p. 8 - 12)

A "Fitness Facility" has been removed from the "Personal or Professional Service" definition, defined separately, allowed as a permitted use in the C-3 district, and allowed as a conditional use in the C-1, C-2, and I-1 districts.

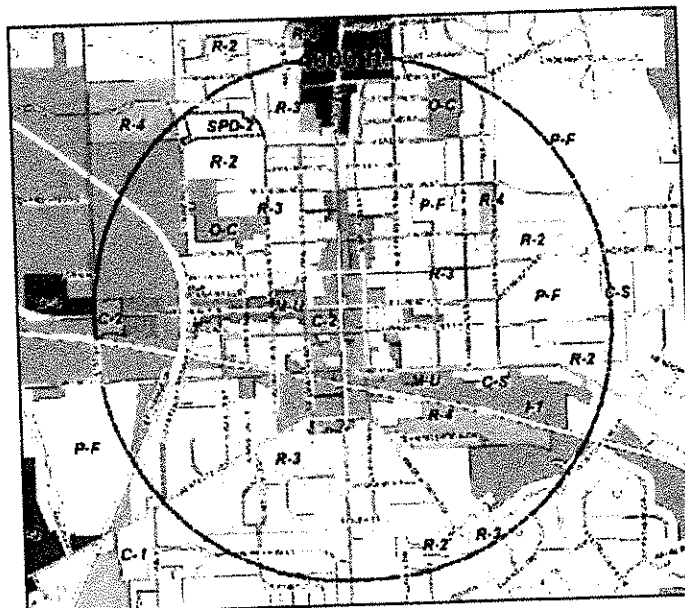
### Short Term Rentals (p. 13 - 16)

The city does not have any current regulations regarding short term rentals. The use does not fit well into existing use definitions and may be classified as a residential dwelling unit, hotel, motel, or bed and breakfast.

Short term rentals currently exist in the city within and around the Historic District. Though there have not been any documented complaints regarding short term rentals, staff receives regular inquiries regarding applicable regulations.

Other cities regulate short term rentals in a variety of ways ranging from general regulations to formal registration programs in communities which have many tourists and visitors. The proposed amendments aim to provide general regulations:

- Short term rentals are a permitted use in the C-2 and M-U districts and a conditional use in the R-2 and R-3 districts.
- A parking minimum was provided, however, approximately half of the area where short term rentals are permitted is within the parking exempt district.
- Events are not permitted at short term rentals and there is a maximum occupancy based on bedrooms.
- Short term rentals are only allowed within 4,000 ft. of the Uptown Park as shown below. This encompasses the entire C-2 and M-U districts and R-2 and R-3 areas near the Historic District.



**Proposed Amendments to  
the Zoning Code:  
Part Eleven of the  
City of Medina Codified  
Ordinances**

**7/15/2024**

**Key**

~~Deleted Text~~

*Added Text*

## Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review

### -Chapter 1107 – Administration and Enforcement-

#### **1107.06 ZONING ORDINANCE AMENDMENT APPLICATION.**

A proposed amendment to the text or map of this Ordinance may be recommended or requested by the Planning Commission, Council, the Administration or any other citizen or property owner of Medina. The application for such amendment shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission.* The Planning Commission shall review the proposed amendment at one or more of its regular meetings, and within forty-five (45) days after the date of the ~~submission of the proposed amendment~~ *Commission's initial meeting*, recommend to Council the approval, approval with modification, or disapproval of the proposed amendment. *If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

#### **1107.08 APPEALS AND VARIANCES.**

- (e) Review by the Board. *Within thirty (30) days of receiving a complete application,* ¶the Planning Director shall forward the application, along with any supporting materials and plans, to the Board. Notice of the hearing shall be published in a newspaper of general circulation in the City at least ten (10) days prior to the date of the hearing, and sent by mail or personal delivery to the owners of property for which a variance request is being considered, and to all owners of property adjacent to and directly across the street from the property in question. At the hearing, a party may appear in person or by agent or by attorney.
- (f) Decision by the Board. The concurring vote of three (3) members of the Board shall be necessary to reverse an order, requirement, decision, or determination of the Planning Director, or to decide in favor of the applicant any matter upon which they are required to pass judgment. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination, in accordance with the guidelines set forth herein. *The Board shall render a decision within forty-five (45) days of the Board's initial meeting. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

To that end, the Board shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit. With an affirmative decision, the Board may impose conditions. The decision of the Board shall be final, but the City, with approval by the Council, or any person having an interest affected by a decision of the Board, may appeal to the Court of Common Pleas, and to any Court of final jurisdiction.

**-Chapter 1109 – Site Plan-**

**1109.01 PURPOSE.**

Before the issuance of a zoning certificate or conditional zoning certificate for any proposed multi-family, mobile home park, public facility, business or industrial use as provided for in Chapters 1115 to 1141, the Planning Commission or Planning Director shall review and approve site plans for such uses as identified below.

- ~~(a) A review by the Commission shall also be required when:~~
- ~~(1) There is an increase in the number of dwelling units for multi-family;~~
  - ~~(2) The floor area of a nonresidential building is increased;~~
  - ~~(3) The use of an existing building is changed to a use which requires the addition of more off-street parking facilities than currently exist on the site;~~
- ~~(b) The following Minor Developments may be finally approved by the Planning Director in lieu of action by the Planning Commission. Any improvement which is not in compliance with this Chapter or is determined by the Planning Director to be beyond the scope of a minor building development will be forwarded to the Planning Commission for review.~~
- ~~(1) New construction of one single family dwelling that will not require off-site construction of any new street or road; or~~
  - ~~(2) Renovations, alterations, or expansions to an existing building or site up to 5,000 square feet for land uses other than single family dwellings and 10,000 square feet for I-1 zoned properties; or~~
  - ~~(3) Expansion of an existing parking lot up to thirty percent (30%) of existing spaces; or~~
  - ~~(4) Facade alterations which do not alter the existing architectural character.~~

- (a) Site plan review by the Planning Commission shall be required for the following:*
- (1) **New Construction or Initial Development.** New construction of a principal building or initial development of a site, with the exception of a single-family residential use or two-family residential use;*
  - (2) **Floor Area Increase - Major.** An increase in floor area of a principal nonresidential building by more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (3) **Nonresidential Accessory Building - Major.** New construction or increase in floor area of a nonresidential accessory building with a floor area greater than two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;*
  - (4) **Outdoor Use - Major.** Establishment or expansion of a nonresidential outdoor use of more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (5) **Parking Lot - New or Major Expansion.** Establishment of a parking lot or the expansion of an existing parking lot of more than thirty percent (30%) of the existing spaces;*
  - (6) **Facade Alterations - Major.** Facade alterations to a multi-family residential or nonresidential building which alter the building's existing architectural character;*
  - (7) **Multi-Family Dwelling Unit Increase.** An increase in the number of dwelling units for a multi-family residential use; or*
  - (8) **New Street Construction.** Any development that requires off-site construction of a new street or road.*

- (b) *Site plans for the following may be reviewed and approved by the Planning Director. If the Planning Director determines that the project is beyond the scope of a minor development, he/she shall forward the site plan to the Planning Commission for review and approval.*
- (1) *Single or Two-Family Residential Uses. New construction or an increase in floor area of a principal building with a single-family residential use or two-family residential use;*
  - (2) *Floor Area Increase - Minor. An increase in floor area of a nonresidential building by less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or less than or equal to ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (3) *Accessory Building - Minor. New construction or increase in floor area of any residential accessory building or a nonresidential accessory building with a floor area less than or equal to two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;*
  - (4) *Outdoor Use - Minor. Establishment or expansion of a nonresidential outdoor use of less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (5) *Parking Lot - Minor Expansion. Expansion of an existing parking lot of less than or equal to thirty percent (30%) of the existing spaces; or*
  - (6) *Facade Alterations - Minor. Facade alterations to any single-family residential building or two-family residential building or facade alterations to a multi-family residential or nonresidential building which do not alter the existing architectural character.*

**1109.02 APPLICATION PROCEDURE.**

Any application for site plan review as provided for by this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) *Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. Notice of the application shall be sent by mail or personal delivery to the owners of property for which the application is being considered, and to all owners of property adjacent to and directly across the street from the property in question. The Planning Commission shall review the proposed site plan at one or more of its regular meetings, and within forty-five (45) days after the date of the ~~submission of the proposed site plan~~ Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting. The Planning Commission's review and action shall be based on the following standards:*

**-CHAPTER 1153 – Conditional Zoning Certificates-**

**1153.02 PROCEDURES FOR MAKING APPLICATION.**

Any application for a conditional zoning certificate for any land or structure permitted under this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review by Planning Commission. ~~The Planning Commission shall review the proposed development, as presented on the submitted plans and specifications in terms of the standards established in this Zoning Ordinance. Such review by the Planning Commission shall be completed and made public within forty-five (45) days of the date of submission.~~ *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed conditional zoning certificate at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*
  
- (g) Termination. *The conditional zoning certificate shall become void at the expiration of one (1) year after the date of issuance unless the conditionally permitted use has commenced for applications that do not include the construction of a new building. The conditional zoning certificate shall become void at the expiration of two (2) years after the date of issuance unless the conditionally permitted use has commenced for applications that include the construction of a new building.*

**Fencing**

**-Chapter 1155 – Supplemental Regulations-  
1155.01 FENCES.**

- (c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:  
(1) Fence Height Limits and Exceptions.

<i>Area District</i>	<b>Front Yard (height in feet)</b>	<b>Front Yard with Side Street Lot Line (height in feet)</b>	<b>Side Yard (height in feet)</b>	<b>Rear Yard (height in feet)</b>
<i>Residential R-1, R-2, R-3, and R-4 or M-U with a Residential Use</i>	3 <sup>5</sup>	6 3 <sup>4</sup>	6 <sup>1</sup>	6 <sup>1</sup>
<i>Commercial C-5, C-1, C-2, and C-3 or M-U with a Nonresidential Use</i>	3 <sup>2</sup>	6 3 <sup>4</sup>	10 <sup>3</sup>	10 <sup>3</sup>
<i>Industrial I-1</i>	6 <sup>2,3</sup>	6 <sup>2,3,4</sup>	10 <sup>3</sup>	10 <sup>3</sup>
<i>Public Facilities (parks, playgrounds, etc.) O-C and P-F</i>	8 <sup>3</sup>	6 8 <sup>3,4</sup>	8 <sup>3</sup>	8 <sup>3</sup>

**Exceptions:**

<sup>1</sup>Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.

<sup>2</sup>Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.

<sup>3</sup>Barbed wire not to exceed twelve (12) inches in height may be added to the top of *the* fence.

<sup>4</sup>Fences shall be setback at least fifteen (15) feet from the side street lot line. Fences three (3) feet tall or less may be located on the side street lot line. *Fences set back fifteen (15) feet or more from the side street lot line may be six (6) feet in height. Fences set back less than fifteen (15) feet from the side street lot line may be up to six (6) feet in height with approval from the Planning Commission if the Commission finds the fence does not obstruct pedestrian or vehicular visibility and is compatible with the surrounding area.*

<sup>5</sup>For lots with double frontage, fence heights may be increased to six (6) feet in the yard located opposite the building's front facade.

(d) Materials.

- (1) No fence, with the exception of fences used for agricultural purposes, shall contain an electric charge.
- (2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted in the industrial district *I-1, O-C, and P-F districts.*
- (3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.
- (4) The finished or most decorative side of the fence shall face away from the property erecting the fence.
- (5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

## Roofed Porch Setbacks

### **-CHAPTER 1113 – Zoning Districts; General Regulations-**

#### **1113.05 GENERAL USE REGULATIONS.**

- (k) Projections into Yard Areas. Every part of a required yard shall be open to the sky unobstructed, except for accessory buildings in a rear yard, and except for the ordinary projections of skylights, sills, belt-courses, cornices and ornamental features projecting not to exceed twelve (12) inches.
- (1) Terraces, uncovered porches, platforms and ornamental features which do not extend more than three (3) feet above the level of the ground (first) story may project into a required side yard, provided these projections are distant at least two (2) feet from the adjacent lot line.
  - (2) The ordinary projections of chimneys or flues are permitted into the required side, rear and front yards.
  - (3) An open unenclosed porch or paved terrace may project into the required front and rear yard for a distance not to exceed ten (10) feet.
  - (4) *A roofed porch with walls that are fifty percent (50%) enclosed or less may project into the required rear yard a distance not to exceed ten (10) feet.*

## Parking Lot Lighting

### **-CHAPTER 1145 – Off-Street Parking and Circulation-**

#### **1145.09 PARKING AREA DESIGN.**

- (c) Illumination of Parking Areas. Parking and circulation areas, pedestrian areas, and related outdoor areas shall be illuminated to provide safety and security to users of these areas, to provide security for property, and to maintain privacy for adjacent properties. Exterior lighting shall be designed, installed, and maintained according to the following standards:
- (1) Illumination levels. ~~Except as provided in subsection (c)(5)B. hereof, exterior lighting shall provide minimum maintained horizontal footcandle (fc) illumination as follows:~~

Activity Type	Maintained Footcandles
Parking and pedestrian area <sup>1</sup>	0.6 fc minimum
Property security only	0.2 fc minimum

<sup>1</sup> ~~Exterior lighting in these areas may be reduced to the property security level during hours when these areas are not in use.~~

*Illumination shall be consistent across the site and shall be designed so as not to generate dark spots that create safety issues in vehicular use and pedestrian areas.*

- ~~(2) Residential parking. The minimum illumination levels in subsection (c)(1) hereof shall not apply to residential or multi-family parking areas with ten (10) or fewer parking spaces. These areas shall be provided with appropriate residential type luminaries as shown on site plans approved by the Planning Commission.~~
- ~~(3) Uniformity ratio. Average illumination levels shall not exceed four (4) times the minimum level.~~



- (42) Light trespass. In order to maintain privacy, exterior lighting shall be designed and maintained to provide a maximum of one (1) horizontal footcandle illumination at side or rear property lines which are adjacent to a residential use or zoning district.
- (3) Measurement. *Light levels shall be measured in footcandles with a direct reading, portable light meter. Measurements shall be taken along a horizontal plane at a height of three and one-half (3½) feet above the ground.*
- (54) Luminaire height.
- A. *The total height of exterior lights shall not exceed the following height regulations. Height shall be measured from the average grade surrounding each light pole or structure to the top of the light fixture:*

District	Maximum Height
R-1, R-2, and R-3	15 feet
R-4, O-C, M-U, P-F, C-S, C-1, and C-2	20 feet
C-3 and I-1	25 feet

- A. ~~The maximum luminaire height in the C-3 and I-1 Districts shall be twenty-five (25) feet.~~
- B. ~~The maximum luminaire height in all other districts shall be ten (10) feet unless authorized by Planning Commission.~~
- CB. The Planning Commission may approve greater heights upon a showing by the applicant that the additional height complies with both of the following standards:
1. The additional height is necessary to efficiently illuminate outdoor areas; and
  2. The additional height will have no adverse effect on adjacent properties.
- (65) Glare. Exterior lighting shall be designed and maintained so that glare is not cast on adjacent properties, regardless of use, or on adjacent streets. All luminaries shall be cut-off types which includes shields or other devices which eliminate all light above an angle of eighty-five (85) degrees, as measured from the vertical axis of the light source. For the purpose of this subsection, "glare" means the brightness of a light source which causes eye discomfort.
- (76) Lighting plan submission. Site plans submitted to the Planning Commission shall include ~~data analyses~~ *an exterior lighting plan*, prepared by persons competent to do so, *illustrating* that the proposed exterior lighting system complies with the standards in this section. *A photometric plan shall be required when a multi-family residential use or a nonresidential use is proposed to be located adjacent to a lot located in a residential district or that is occupied by an existing residential use.*

## **Fitness Facility**

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### **-CHAPTER 1105 – Definitions-**

#### **CHAPTER 1105**

#### **Definitions**

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**1105.52 Fence.**

**1105.53 Financial institution.**

***1105.53-1 Fitness facility.***

**1105.54 Floor area.**

**1105.55 Frontage.**

**1105.56 Funeral home.**

.....

#### ***1105.53-1 FITNESS FACILITY.***

***"Fitness Facility" means a facility where patrons participate in exercise or similar activities designed to improve and preserve physical fitness, including a health club, gym, CrossFit center, or other similar facility. This definition shall not include a "Recreational Facility".***

#### **1105.122 PERSONAL OR PROFESSIONAL SERVICE.**

"Personal or professional service" means any for profit service enterprise or occupation involving the dispensation of a licensed service (excluding medical services) primarily to the general public such as: health club, day spa, ~~fitness facility~~, shoe repair, barber shop, beauty salon, bank or other federally insured financial institution, laundromat, *music studio*, real estate agency, bookkeeper, tax accountant, plumber or electrician. Personal or professional services do not include sexually oriented businesses.

**-CHAPTER 1133 – C-1 Local Commercial District-**

**1133.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Club <sup>9, 11, 13</sup>	Bar or Tavern
	Conservation Use	Bed and Breakfast Inn <sup>11, 13</sup>
	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>
	Publicly Owned or Operated Governmental Facility <sup>3, 7</sup>	<i>Fitness Facility</i>
	Public Utility <sup>1, 10, 11</sup>	Hospital <sup>1, 3, 7, 9, 11, 13</sup>
	Religious Place of Worship <sup>1, 3, 7, 11</sup>	Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>
	Urban Garden	Personal or Professional Services with Drive Through <sup>2, 7, 15</sup>
		Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions
		Restaurant

**-CHAPTER 1135 – C-2 Central Business District-**

**1135.05 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Attached Single-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area <sup>24</sup>	Conservation Use	Bed and Breakfast Inn <sup>11, 13</sup>
Multi-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area <sup>24</sup>	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	Conference Center, Banquet Facility, or Meeting Hall
	Public Utility <sup>1, 10, 11</sup>	<i>Fitness Facility</i>
	Religious Place of Worship <sup>1, 3, 7, 11</sup>	Hospital <sup>1, 3, 7, 9, 11, 13</sup>
	Urban Garden	Hotel or Motel
		Major or Minor Motor Vehicle Repair <sup>7, 15, 21, 23</sup>
		Mixed Use Building - Including First Floor Residential Units in the Public Square Area
		Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>
		Motor Vehicle Sales <sup>15</sup>
		Museum
		Outdoor Dining <sup>28</sup>
		Personal or Professional Services with Drive Through <sup>2</sup>
		Research and Development Laboratory with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive Through or Drive-In <sup>2, 7, 15</sup>

**-CHAPTER 1137 – C-3 General Commercial District-**

**1137.02 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the C-3 General Commercial District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
None	Club	Bar or Tavern
	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		<i>Fitness Facility</i>
		Funeral Home
		Hotel or Motel
		Mixed Use Building - Residential Excluded from Ground Level Floor
		Minor Motor Vehicle Repair
		Motor Vehicle Sales
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Plant Greenhouse
		Restaurant
		Retail Business less than or equal to 80,000 square feet in Size
		Veterinary Office or Hospital in an Enclosed Building
		Other Similar Uses as Determined by the Planning Commission

**-CHAPTER 1141 – I-1 Industrial District-**

**1141.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
None	Conservation Use	Building Materials Sales Yard and Lumber Yard
	Educational Institution- Technical School, Vocational School, College, or University	Car Wash <sup>2</sup>
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard - Must be Completely Enclosed if Facing a Residential District
		Crematorium
		<i>Fitness Facility</i>
		Heavy Manufacturing <sup>17, 26, 27</sup>
		Motor Vehicle Sales - Only including Rental and Minor Repair Work
		Recreation Facility
		Retail Business

## Short Term Rentals

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### -CHAPTER 1105 – Definitions-

#### CHAPTER 1105

#### Definitions

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**1105.134 Setback.**

**1105.135 Sexually oriented business.**

**1105.135-1 Short term rental.**

**1105.136 Sign.**

**1105.137 Sign face.**

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**1105.09 BED AND BREAKFAST INN.**

"Bed and breakfast inn" means a structure in which paying guests are lodged on an overnight basis, and may be served breakfast in connection with their lodging. Meals shall be served only to guests. The owner or operator of a bed and breakfast inn shall live on the premises.

**1105.047 DWELLING UNIT.**

"Dwelling unit" means one or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for the same, and including a room or rooms for living, sleeping and eating.

**1105.068 HOTEL.**

"Hotel" means a building in which lodging is provided and offered to the public for compensation and which is open to transient guests, as distinguished from a boarding house and/or a lodging house where all rooms are accessed through an inside lobby or interior corridor where additional ancillary services such as a restaurant, meeting rooms and fitness facilities may be provided. See "Motel".

**1105.99 MOTEL.**

"Motel" means any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed as overnight sleeping quarters for tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motor lodges and tourists courts where each sleeping room is accessed from the exterior of the building. Additional accessory services such as restaurants, meeting rooms and fitness facilities may be an integral part of the motel facility.

**1105.135-1 SHORT TERM RENTAL.**

***"Short term rental" means the rental of a single dwelling unit in which lodging is provided and offered to the public for compensation and which is open to transient guests. This definition shall not include a "Hotel", "Motel", or "Bed and Breakfast Inn".***

**-CHAPTER 1125 – R-2 Medium Density Urban Residential District -**

**1123.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R- 2 Medium Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Cemetery <sup>3, 7, 16</sup>	None <i>Short Term Rental</i>
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School <sup>1, 3, 5, 6, 11</sup>	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility <sup>1, 3, 4, 5, 9, 11, 18, 19</sup>	
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	
	Religious Place of Worship <sup>1, 3, 7, 11, 12</sup>	

**-CHAPTER 1125 – R-3 High Density Urban Residential District-**

**1125.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R-3 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Cemetery <sup>3, 7, 16</sup>	None <i>Short Term Rental</i>
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School <sup>1, 3, 5, 6, 11</sup>	
<i>Manufactured Housing Park or Mobile Home Park</i> <sup>3, 5, 7, 8, 9, 10, 11, 13, 20, 22</sup>	Educational Institution - Junior High School, Middle School, Intermediate School, and High School <sup>1, 3, 5, 7, 11</sup>	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility <sup>1, 3, 4, 5, 9, 11, 18, 19</sup>	
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	
	Religious Place of Worship <sup>1, 3, 7, 11, 12</sup>	



**-CHAPTER 1129 – M-U Multi-Use District-**

**1129.02 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the M-U Multi-Use District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Single-Family Attached Dwelling	None	Bed and Breakfast Inn
Single-Family Detached Dwelling		Convenience Retail
Two-Family Dwelling		Funeral Home
		Office
		Personal or Professional Services without a Drive Through
		<i>Short Term Rental</i>

**-CHAPTER 1135 – C-2 Central Business District-**

**1135.03 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the C-2 Central Business District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Attached Single-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Club	Bar or Tavern
Multi-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Restaurant
		Retail Business
		<i>Short Term Rental</i>
		Other Similar Uses as Determined by the Planning Commission

**-Chapter 1145 – Off Street Parking and Circulation-**

**1145.04 SCHEDULE OF PARKING REQUIREMENTS AND STANDARDS.**

- (a) Schedule of Parking Requirements. Accessory off-street parking spaces shall be provided not less than as set forth in the following schedule:

<b>Commercial Uses</b>	<b>Formula</b>
<b>Sexually Oriented Business</b>	One (1) space for each 200 square feet of gross floor area.
<b>Short Term Rental</b>	<i>One (1) space for each bedroom.</i>
<b>Veterinary Office or Hospital</b>	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

**-Chapter 1155 – Supplemental Regulations-**

**CHAPTER 1155**

**Supplemental Regulations**

1155.01 Fences.

1155.02 Performance standards.

1155.03 Portable storage units.

1155.04 Outdoor vending machines and carrier service boxes.

1155.05 Dumpsters, recycling and donation boxes.

1155.06 Solar panels.

1155.07 Home occupation.

1155.08 Parking and occupancy of boats, camping vehicles, motor home/recreational vehicle, and trailers in residential districts.

1155.09 Parking of commercial vehicles, buses, trailers or trucks in residential districts.

1155.10 Regulations for drive-in, drive-through, or carry-out eating and drinking establishments.

1155.11 Outdoor storage and outdoor display of bulk goods in commercial and industrial districts.

1155.12 Outdoor storage in residential districts.

1155.13 In-law suites.

1155.14 Wind turbine and wind energy systems.

1155.15 Pedestrian connection.

1155.16 *Short term rentals.*

**1155.16 SHORT TERM RENTALS.**

- (a) *The maximum overnight occupancy of a short term rental shall not exceed two (2) persons per bedroom, plus two (2) additional people.*
- (b) *The hosting of events including, but not limited to, weddings, receptions, parties, or similar gatherings shall not be permitted at short term rentals.*
- (c) *A short term rental shall only be permitted within four thousand (4,000) feet of the Medina Uptown Park which is bound by East Liberty Street, South Broadway Street, East Washington Street, and South Court Street.*

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-160-8/26

FROM: MEDINA MUNICIPAL COURT

Committee: Finance

DATE: JULY 16, 2024

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

**SUMMARY AND BACKGROUND:**

Medina Municipal Court respectfully requests the approval from City Council to receive grant funds from Ohio Department of Mental Health and Addiction Services Specialized Docket Subsidy Project Funding Grant.

Award Amount \$75,000                      July 1, 2024 to June 30, 2054      fund 109-0757

**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: Grant cycle started on 7/1/2024.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord. /Res.

Date:

**MEMORANDUM OF UNDERSTANDING**  
**For ADAMH Board Participation in the**  
**Medina Municipal Court Program for**  
**Specialized Docket Support Subsidy**

This Memorandum of Understanding (this "MOU") is entered into effective as of the date the last party below executes the same by and among the Medina County Alcohol, Drug Addiction and Mental Health Board (the "**ADAMH Board**") and the Medina Municipal Court (the "**Court**").

WHEREAS, The Medina County ADAMH Board and the Medina Municipal Court entered into a Memorandum of Understanding to define the roles of the parties in the implementation of the OhioMHAS pass through grant for the Certified Valor Court Specialized Docket Support; and

WHEREAS, the parties hereto find it advantageous to further clarify their roles and responsibilities under this OhioMHAS grant funded program.

NOW, THEREFORE, the parties agree as follows:

**A. Specialized Docket Court Responsibilities**

1. The **Court** must maintain its current certification from the Ohio Supreme Court for the Specialized Docket. Should the **Court** decide to disband its Specialized Docket, the **Court** shall notify the **Board** and OhioMHAS in writing within 30 days of said decision. The **Court** will need to report any expenditures paid with the Specialized Docket allocation and return any unexpended funds to the **Board**.
2. The primary legislative intent of these funds is to assist the **Court** with its payroll costs for Specialized Docket staff.
3. For expenditures other than payroll costs, these funds can only be used for individuals who are under the jurisdiction of the **Court** and been admitted to the Specialized Docket. The only exception to this is diagnostic assessments to determine program eligibility. Please be further advised that if these funds are to be used to pay for clinical services, said services must be provided by agencies certified by the OhioMHAS or have deemed status.
4. The **Court** will continue to compile mid-year and year-end combined expenditure and outcomes reports for the Specialized Docket and submit them to OhioMHAS via survey monkey. The SFY2025 reporting schedule is as follows: Mid-year for the period of July 1 to December 31, 2024 is due January 31, 2025 and the year-end for the period of January 1 to June 30, 2025 is due July 31, 2025.
5. The **Court** will invoice the **Board** in one lump sum for the Specialized Docket Valor Court support in the amount not to exceed **\$75,000**.

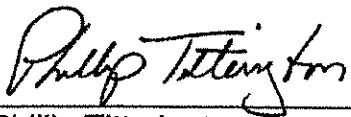
B. Medina County ADAMH Board Responsibilities


1. Funding will be provided to the Medina County ADAMH Board via OhioMHAS state general revenue as a one-time allocation distribution during the first quarter of FY2025.
2. The **Board** will pass funds not to exceed **\$75,000** in one lump sum to the **Court**.
3. OhioMHAS staff will continue to compile statewide reports that aggregate outcomes per Specialized Docket type, total funds expended, and expenditure type to include but not be limited to the number of participants who were discharged (successful completion and unsuccessful discharge) and identifying clients carried over from a previous reporting period so that both the **Board** and OhioMHAS will know how many clients received services during the reporting period. The **Board** will receive this information after compilation is complete and will utilize this data to assist in evaluating the success of the Specialized Docket program.


C. Terms of Agreement

1. This Agreement is effective on July 1, 2024 through June 30, 2025.
2. This Agreement may be terminated by any party upon thirty (30) days written notice of termination to the other parties.

D. Approved By

 7/10/24  
\_\_\_\_\_  
Phillip Titterington Date  
Executive Director  
Medina County ADAMH Board

 7/15/24  
\_\_\_\_\_  
The Honorable Gary F. Werner Date  
Medina Municipal Court  
Specialized Docket

  
\_\_\_\_\_  
Approved as to Form: Date  
Paloma Elyse,  
Medina County Prosecutor's Office

**REQUEST FOR COUNCIL ACTION**

No. PCA 24-161-8/26

Committee Finance

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

Mayor's Initials:

\_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Guidelines: See information on back of form

**Date:** 8/1/24

**Subject:** Grant Application – Edward Bryne Memorial Justice Assistance Grant (JAG) 2024

**Summary and Background:** The Medina Police Department is requesting permission to apply for and accept funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) 2024 to cover the cost of the Galleri early detection cancer blood screen tests. The amount requested in the application is \$27,258.00.

**Suggested Funding:**

**Sufficient Funds in Account:** n/z

**Transfer Needed From:** n/a      **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

No      If yes, reason: \_\_\_\_\_  
**Council Use Only:**

**Committee Recommendation:**

**Council Action Taken:**

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

## Natalie Santivasci

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**From:** Sara Lynn  
**Sent:** Wednesday, July 31, 2024 9:31 AM  
**To:** Natalie Santivasci  
**Subject:** RE: Grant application  
**Attachments:** 2024-JG-A02-73439.pdf

**From:** Natalie Santivasci <[nsantivasci@medinaoh.org](mailto:nsantivasci@medinaoh.org)>  
**Sent:** Wednesday, July 31, 2024 9:20 AM  
**To:** Sara Lynn <[slynn@medinaoh.org](mailto:slynn@medinaoh.org)>  
**Subject:** RE: Grant application

Can you send me the face page or summary of the grant from the site to include with the RCA? FYI – there is not a council until 8/26

**From:** Sara Lynn <[slynn@medinaoh.org](mailto:slynn@medinaoh.org)>  
**Sent:** Wednesday, July 31, 2024 8:00 AM  
**To:** Natalie Santivasci <[nsantivasci@medinaoh.org](mailto:nsantivasci@medinaoh.org)>  
**Subject:** Grant application

Morning,

I applied for a grant if you would get it to council for approval. Will need an emergency clause due to the limited time we were given to apply. The grant is the “Edward Byrne Memorial Justice Assistance Grant (JAG) 2024” and the application reference number is 2024-JG-A02-73439. The purpose of the grant is to cover the cost of the Galleri early detection cancer blood screen tests. The budget is \$27,258. Let me know if you need anything else.

Sgt Sara Lynn  
Medina Police Department  
150 W Friendship St.  
Medina, OH 44256  
Dispatch: 330-725-7777  
Direct: 330-391-7020

Your grant application has been successfully submitted! The Ohio Office of Criminal Justice Services will contact your agency with further information once the application has been reviewed. Please visit our online grants calendar at [www.ocjs.ohio.gov](http://www.ocjs.ohio.gov) for anticipated notification dates.

Individual Application  
IA-0000000277

Update Project Director Information

Application Reference Number	Grant	Initial Budget	Current Budget	Account
2024-IG-A02-73439	Edward Byrne Memorial Justice Assistance Grant (JAG) 202...	2024-IG-A02-73439 Budg...	2024-IG-A02-73439 Budg...	Medina Police Departme...

Details (7Tabset-B2e25=Tab1) Budgets (7Tabset-B2e25=Tab2) Related (?Tabset-B2e25=Related-Tab) Application Questionnaire (7Tabset-B2e...

Program Information

Program	PAC	Application Quick Links
JAG		<a href="#">TITLE PAGE</a>
Year	Application Status	<a href="#">PROBLEM STATEMENT/TARGET POPULATION</a>
2024	Submitted	<a href="#">PROJECT DESCRIPTION</a>
Grantee Signed		<a href="#">SUSTAINABILITY/ACCOMPLISHMENTS/OBSTACLES</a>

Program Area

Title of Project	Project End Period
Cancer Screening	12/31/2025

Project Start Period  
1/1/2025

Application Information

Focus of Application  
City

Project Director Information

Project Director Prefix	Project Director Suffix
Mrs.	
Project Director First Name	Project Director Last Name
Sara	Lynn
Project Director Middle Name	Project Director Agency
	Medina Police Department



Project Director Title  
Sergeant  
Project Director Address  
150 W Friendship St  
Project Director City  
Medina  
Project Director Zip  
44256

▼ Implementing Agency Information

Implementing Agency Prefix  
Mr.  
Implementing Agency First Name  
Edward  
Implementing Agency Middle Name  
  
Implementing Agency  
Medina Police Department  
Implementing Agency Address  
150 W Friendship St  
Implementing Agency City  
Medina  
Implementing Agency Zip  
44256

▼ Subgrantee

Subgrantee Prefix  
Mr.  
Subgrantee First Name  
Dennis  
Subgrantee Middle Name  
  
Subgrantee Agency  
City of Medina  
Subgrantee Address  
132 N Elmwood Ave  
Subgrantee City  
Medina  
Subgrantee Zip  
44256

▼ Primary Place of Performance

Primary Performance City  
Medina  
Primary Performance Zip

Project Director Phone  
(330) 725-7777  
Project Director Email  
skinney@medinapoh.org (mailto:skinn@medinapoh.org)  
Project Director County  
Medina

Implementing Agency Suffix

Implementing Agency Last Name  
Kinney  
Implementing Agency Title  
Chief of Police  
Implementing Agency Phone  
(330) 725-7777  
Implementing Agency Email  
skinney@medinapoh.org (mailto:skinney@medinapoh.org)  
Implementing Agency County  
Medina

Subgrantee Suffix

Subgrantee Last Name  
Hanwell  
Subgrantee Title  
Mayor  
Subgrantee Phone  
(330) 722-9020  
Subgrantee Email  
ghanwell@medinapoh.org (mailto:ghanwell@medinapoh.org)  
Subgrantee County  
Medina  
Tax I.D.  
34-5001856

Primary Performance State  
Ohio

44256-1896

▼ Vendor ID, Location and Address code to be completed by OCJS

Non-State Agency OAKS Vendor ID

OAKS Address Code

State Agency OAKS Vendor ID

Vendor Location

▼ Problem Statement/Target Population

Problem Statement

The Medina Police Department seeks grant money to assist with covering an expense related to officer wellness. According to Roswell Park Cancer Center (<https://www.roswellpark.org/screening-prevention/cancer-screening-first-responders> (<https://www.roswellpark.org/screening-prevention/cancer-screening-first-responders>)). Firefighters have a 60% increased risk of lung cancer and police officers have a 25% increased risk of cancer. The purpose of this program is for every sworn full-time police officer for the City of Medina to take a one-time, multi-cancer early detection blood test. The MPD employees 42 officers, 37 white males and 5 white females. The goal of the program is to detect cancer early while it is still treatable thus, preventing death. This program has the potential to not only save a life, but it may help with employee retention due to the prevention of death and/or extended use of sick leave.

▼ Project Description

Project Description

One method providing the best service to the community we serve is to maintain officer retention. The ability to retain officer is crucial to meet the needs of the community as it provides staff who are more knowledgeable about the area and the people they serve. Further, being able to build a relationship and maintain that relationship improves crime prevention when the residents feel comfortable knowing their local law enforcement and being able to effectively communicate with their local police officers. To assist with the retention of officers, the Medina Police Department plans to institute a new wellness program that provides a one-time early-detection cancer blood screen. The idea behind this test is to detect cancer early while it is still treatable and prevent death. According to the Roswell Park Cancer Center, "there is a 25% increased risk for cancer among police officers". Further, there is a "60% increased risk for lung cancer among firefighters" (<https://www.roswellpark.org/screening-prevention/cancer-screening-first-responders>). The City of Medina is a unique entity where fire and EMS are two separate agencies, and the fire department is staffed part-time. Medina police officers respond to every fire and EMS call within their jurisdiction and some of the Medina police officers are trained as basic firefighters. We believe these responses have the potential to further the likelihood of a future cancer diagnosis. Each officer will be provided the opportunity to voluntarily take the blood test which will be provided to them at no cost. Those to take the test will be given their results directly and confidentially. The Medina Police Department will only be provided statistics from the provider.

▼ Sustainability/Accomplishments/Obstacles

Sustainability/Accomplishments/Obstacles

The Medina Police Department desires to continue this program on an annual basis. To fund this continuity of the program, the Medina Police Department will continue to seek grants each year. Should a grant not be awarded to fund the program, the City of Medina has committed to budget for the program and fund it directly without outside support.

▼ First Project Objective

First Project Objective

Attain 100% participation from sworn, full-time police officers employed by the City of Medina in the early detection multi-cancer blood screen.

First Project Performance Indicator

The number of officers out of 42 who submit to the blood screen.

First Project Baseline Number

So far the program has not been implemented and the baseline is zero.

How Will Performance Data Be Collected?

The cancer screening provider will inform the City of Medina the number of officers who submit to the pre-screen.

## ✓ Second Project Objective

### Second Project Objective

Detect cancer in sworn, full-time police officers employed by the City of Medina using the early detection multi-cancer blood screen and reduce the annual average for sick time usage amongst Medina Police officers.

### Second Project Performance Indicator

The average number of hours of sick time used by sworn, full-time police officers employed by the City of Medina within a calendar year.

### Second Project Baseline Number

For the calendar year 2023, sworn, 34 full-time police officers employed by the City of Medina used a total of 3,101,75 hours of sick time.

### How Will Performance Data Be Collected?

The Medina Police Department uses a web-based scheduling system to track all hours of pay for each employee and provides reports which includes use of sick time.

## ✓ Timeline/Activities

### Timeline

This program will be implemented in January 2025. Officers will be educated on the importance of and the goals of the program. Officers will be given a 30-day time period to complete the blood test.

## ✓ Organization /Capacity

### Organization Capacity

The mission of the Medina Police Department is "The Medina Police Department is a proactive service organization committed to providing a safe community through a spirit of involvement, cooperation and dedication. We constantly strive to achieve the highest quality of life possible for all through personal integrity, impartial police service, and professional excellence. Our philosophy of service is to enhance the quality of life in the City of Medina by working in partnerships with the community to preserve life, enforce the law, provide quality services, reduce the fear of crime, and to promote joint problem-solving for safe and secure neighborhoods."

This program will not be time consuming and will not be burden on the project manager which is the only employee that will be needed to operate the program. The project manager will be responsible to promoting the program to the officers, encouraging participation, and providing guidance to the officers who have any questions or concerns about the program or the test. The project manager will ensure to modify their work schedule to be available to each shift to assist with the implementation of the program.

## ✓ Collaboration Board

### Collaboration Board

This program does not require the need of a collaboration board.

## ✓ Executive Summary

### Purpose Statement

In summary, the purpose of this project is to detect cancer in police officers early. The early detection is crucial to preventing the death of the officer. Preventing the death of the officer will aid with officer retention and maintaining community relations with the community they serve. Early detection can further reduce the use of sick time among the officers.

### Project Description

The Medina Police Department wishes to purchase 4.2 Galleri early detection cancer blood screen test. This is one test for every sworn, full-time police officer for the City of Medina to allow every officer to take this test.

▼ Closeout Information

Closeout Date

▼ System Information

Created By



[Sara Lynn \(/s/profile/005BY00000UbaDYAS\)](#), 7/25/2024, 6:21 AM

Created Date

7/25/2024, 6:21 AM

Last Modified By



[Sara Lynn \(/s/profile/005BY00000UbaDYAS\)](#), 7/31/2024, 4:55 AM

Last Modified Date

7/31/2024, 4:55 AM

# REQUEST FOR COUNCIL ACTION

No. RCA 24-162-8/26  
Committee: Finance

FROM: Keith H. Dirham  
DATE: Tuesday, July 23, 2024  
SUBJECT: Creating a new Celebrations Fund and associated Transfers

## SUMMARY AND BACKGROUND:

On July 13, 2015 City Council passed Ordinance 98-15 establishing a "Bicentennial Committee Fund (#902). That Ordinance is attached. The City then advanced \$50,000 to the new fund as "seed money" to get it up and running. At the time it was assumed that fundraising would be insufficient to pay for bicentennial activities and that once the bicentennial celebrations were complete the fund would repay whatever it had and the rest of the initial \$50,000 advance would be forgiven.

Fundraising for the bicentennial celebrations was much more successful than anticipated and as a result the bicentennial celebrations are over, the advance has been repaid in full, and the City still has a balance of about \$12,500 in the Bicentennial Fund with more still coming in based on sales by Rodger Smalley at the Firehouse.

Money in the Bicentennial Fund can only be used for bicentennial events and since those are over, I recommend and respectfully request that Council take the following three actions:

1. Create a new Celebrations Fund (#902), and
2. Authorize the transfer of up to \$13,000 (the entire balance) of the Bicentennial Fund to the General Fund (#001). This transfer is permitted under ORC 5705.14 (D). Section 5705.14 is attached.
3. Authorize the transfer of up to \$13,000 (same as in #2 above) from the General Fund (#001) to the Celebrations Fund (#902)

This fund will be used for Medina's involvement in the National Quarter Millennial Celebration coming up in 2026 and once that is over it can be passed along to the next celebration. Barbra Dzur is already working on our involvement in the aforementioned Quarter Millennial celebration.

## Estimated Cost:

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \$13,000 in 902-0355-56611

## Emergency Clause Requested:

Reason:

---

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**AUDITOR OF STATE  
REQUEST FOR FUND APPROVAL**

**NOTE:** Attach a copy of the resolution requesting approval to establish the fund.

**Entity:** City of Medina

**Fiscal Officer:** Keith Dirham, Finance Director

**Phone No.:** 330-722-9051 email: finance@medinaoh.org

**Request Date:** 08/15/2024

**Fund Requested:** #172 Celebrations - Special Revenue Fund

**Purpose of Fund:** To account for donations received for special events held by the City (ie. the U.S. Semiquincentennial). Funds will be used for special events, fundraising activities and production of merchandise to be sold during the events.

**Sources of Revenue:** Donations raised by City Committees

**Anticipated Expenditures (Types):** Fundraising activities, special events, and the production of merchandise to be sold during the events.

# REQUEST FOR COUNCIL ACTION

No. PCA 24-163-8/26  
Committee: Finance

FROM: Sgt. Zaremba  
DATE: 8/12/2024  
SUBJECT: Computer/Laptop/Monitors Replacment

## SUMMARY AND BACKGROUND:

PC/Laptop/monitor upgrades various departments. Need to get all updated to Windows 11 for security..etc..and these devices do not have the hardware needed. Also a few outdated monitors.

388-0714-53315 Several City Hall Departments 2 PC/1 laptop/1 monitor/7 MS Office	6,658.00
574-0351-53315 Recreation Center 11 PC's/9 monitors/11 MS Office	19,671.00
513-0533-53315 Water Department 3 PC's/8 monitors/3 MS Office	6,485.00
106-0101-53315 Police Department 2 laptops	2,360.00
514-0543-53315 Sanitation Department 2 PC's/2 monitors/2 MS Office	3,650.00

Vendor: MNJ Technologies M00029. Quotes based on state bid pricing. STS numbers included on quotes.

Estimated Cost: \$40,000

Suggested Funding:

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

Emergency Clause Requested: YES  
Reason:

Security needs and 30 days quotes

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



**MNJ**  
TECHNOLOGIES

MNJ Technologies Direct, Inc.  
1025 Busch Parkway  
Buffalo Grove, IL 60089  
(800) 870-4340  
www.mnjtech.com

**QUOTE**

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
07/25/2024	S001622963		JUSTIN FIELDS	8/19/24 7:39 AM	6,658.00

**BILL TO (9500719):**

CITY OF MEDINA  
P.O. BOX 703  
  
Medina, OH 44258,USA

**SHIP TO (000029554):**

CITY OF MEDINA  
132 N ELMWOOD AVE  
Medina, OH 44256,USA

**ATTN TO:**

**NAME:** JUSTIN FIELDS  
**PHONE:** 3307233931  
**EMAIL:** itsupport@medinaoh.org

**CONFIRM TO:** Jimmy Lochner

**ACCOUNT MANAGER:**

**EMAIL:**  
**PHONE:**

Jimmy Lochner  
jlochner@mnjtech.com  
(847) 876-8841

**Comment:**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
1	MNJ16286218	Dell OptiPlex 7000 7010 Desktop Computer - Intel Core i7 13th Gen i7-13700 - 16 GB - 512 GB SSD - Tower - Black MFG PART NO: V1GD6 Comment: Contract: Dell STS-534109	2	1,217.00	2,434.00
2	MNJ16249325	Dell Latitude 5540 15.6" Notebook - Full HD - Intel Core i7 13th Gen i7-1355U - 16 GB - 512 GB SSD - English (US) Keyboard - Titan Gray MFG PART NO: TDKWD Comment: Contract: Dell STS-534109	1	1,180.00	1,180.00
3	MNJ15429293	Dell P2422H 24" Class Full HD LED Monitor - 16:9 - Black, Silver MFG PART NO: DELL-P2422H Comment: Contract: Dell STS-534109	1	202.00	202.00
4	MNJ15760477	Microsoft Office LTSC 2021 Standard - Perpetual License - 1 Year MFG PART NO: DG7GMGF0D7FZ:0002 Comment: Contract: Carahsoft STS 534354	7	406.00	2,842.00





**MNJ**  
TECHNOLOGIES

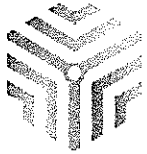
MNJ Technologies Direct, Inc.  
1025 Busch Parkway  
Buffalo Grove, IL 60089  
(800) 870-4340  
www.mnjtech.com

**QUOTE**

---

<b>SHIP VIA:</b>	FedEx-Ground	<b>PLEASE REMIT TO:</b>	<b>AMOUNT:</b>	6,658.00
<b>TERMS:</b>	Net 30	MNJ Technologies Direct, Inc.	<b>SALES TAX:</b>	
		PO Box: 771861	<b>SHIPPING CHARGES:</b>	
		Chicago, IL 60637-1861	<b>TOTAL:</b>	6,658.00
			<b>ORDER TOTAL:</b>	6,658.00

Thank you for the opportunity. We appreciate your business.



**MNJ**  
TECHNOLOGIES

MNJ Technologies Direct, Inc. *WATER*  
1025 Busch Parkway  
Buffalo Grove, IL 60089  
(800) 870-4340  
www.mnjtech.com

**QUOTE**

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
08/02/2024	S001625604		JUSTIN FIELDS	8/12/24 11:15 AM	6,485.00

**BILL TO (9500719):**

CITY OF MEDINA  
P.O. BOX 703  
  
Medina, OH 44258,USA

**SHIP TO (000029554):**

CITY OF MEDINA  
132 N ELMWOOD AVE  
Medina, OH 44256,USA

**ATTN TO:**

**NAME:** JUSTIN FIELDS  
**PHONE:** 3307233931  
**EMAIL:** itsupport@medinaoh.org

**CONFIRM TO:** Jimmy Lochner

**ACCOUNT MANAGER:**

**EMAIL:**  
**PHONE:**

Jimmy Lochner  
jlochner@mnjtech.com  
(847) 876-8841

**Comment:**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
1	MNJ16286218	Dell OptiPlex 7000 7010 Desktop Computer - Intel Core i7 13th Gen i7-13700 - 16 GB - 512 GB SSD - Tower - Black MFG PART NO: V1GD6 Comment: Contract: Dell STS-534109	3	1,217.00	3,651.00
2	MNJ15429293	Dell P2422H 24" Class Full HD LED Monitor - 16:9 - Black, Silver MFG PART NO: DELL-P2422H Comment: Contract: Dell STS-534109	8	202.00	1,616.00
3	MNJ15760477	Microsoft Office LTSC 2021 Standard - Perpetual License - 1 Year MFG PART NO: DG7GMGF0D7FZ:0002 Comment: Contract: Carahsoft STS 534354	3	406.00	1,218.00

**SHIP VIA:** FedEx-Ground

**TERMS:** Net 30

**PLEASE REMIT TO:**

MNJ Technologies Direct, Inc.  
PO Box: 771861  
Chicago, IL 60637-1861

**AMOUNT:** 6,485.00

**SALES TAX:**

**SHIPPING CHARGES:**

**TOTAL:** 6,485.00  
**ORDER TOTAL:** 6,485.00

Thank you for the opportunity. We appreciate your business.



**MNJ**  
TECHNOLOGIES

MNJ Technologies Direct, Inc. *Police*  
1025 Busch Parkway  
Buffalo Grove, IL 60089  
(800) 870-4340  
www.mnjtech.com

**QUOTE**

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
08/02/2024	S001625606		JUSTIN FIELDS	8/12/24 11:15 AM	2,360.00

**BILL TO (9500719):**

CITY OF MEDINA  
P.O. BOX 703  
  
Medina, OH 44258,USA

**SHIP TO (000029554):**

CITY OF MEDINA  
132 N ELMWOOD AVE  
Medina, OH 44256,USA

**ATTN TO:**

**NAME:** JUSTIN FIELDS  
**PHONE:** 3307233931  
**EMAIL:** itsupport@medinaoh.org

**CONFIRM TO:** Jimmy Lochner

**ACCOUNT MANAGER:**  
**EMAIL:**  
**PHONE:**

Jimmy Lochner  
jlochner@mnjtech.com  
(847) 876-8841

**Comment:**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(S)	AMOUNT(S)
1	MNJ16249325	Dell Latitude 5540 15.6" Notebook - Full HD - Intel Core i7 13th Gen i7-1355U - 16 GB - 512 GB SSD - English (US) Keyboard - Titan Gray MFG PART NO: TDKWD Comment: Contract: Dell STS-534109	2	1,180.00	2,360.00

**SHIP VIA:** FedEx-Ground

**TERMS:** Net 30

**PLEASE REMIT TO:**

MNJ Technologies Direct, Inc.  
PO Box: 771861  
Chicago, IL 60637-1861

**AMOUNT:** 2,360.00

**SALES TAX:**

**SHIPPING CHARGES:**

**TOTAL:** 2,360.00

**ORDER TOTAL:** 2,360.00

Thank you for the opportunity. We appreciate your business.



**MNJ**  
TECHNOLOGIES

MNJ Technologies Direct, Inc.  
1025 Busch Parkway  
Buffalo Grove, IL 60089  
(800) 870-4340  
www.mnjtech.com

SANITATION

**QUOTE**

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
08/02/2024	S001625609		JUSTIN FIELDS	8/12/24 11:16 AM	3,650.00

**BILL TO (9500719):**

CITY OF MEDINA  
P.O. BOX 703  
  
Medina, OH 44258,USA

**SHIP TO (000029554):**

CITY OF MEDINA  
132 N ELMWOOD AVE  
Medina, OH 44256,USA

**ATTN TO:**

**NAME:** JUSTIN FIELDS  
**PHONE:** 3307233931  
**EMAIL:** itsupport@medinaoh.org

**CONFIRM TO:** Jimmy Lochner

**ACCOUNT MANAGER:**

**EMAIL:**  
**PHONE:**

Jimmy Lochner  
jlochner@mnjtech.com  
(847) 876-8841

**Comment:**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(S)	AMOUNT(S)
1	MNJ16286218	Dell OptiPlex 7000 7010 Desktop Computer - Intel Core i7 13th Gen i7-13700 - 16 GB - 512 GB SSD - Tower - Black MFG PART NO: V1GD6 Comment: Contract: Dell STS-534109	2	1,217.00	2,434.00
2	MNJ15429293	Dell P2422H 24" Class Full HD LED Monitor - 16:9 - Black, Silver MFG PART NO: DELL-P2422H Comment: Contract: Dell STS-534109	2	202.00	404.00
3	MNJ15760477	Microsoft Office LTSC 2021 Standard - Perpetual License - 1 Year MFG PART NO: DG7GMGF0D7FZ:0002 Comment: Contract: Carahsoft STS 534354	2	406.00	812.00

**SHIP VIA:** FedEx-Ground

**TERMS:** Net 30

**PLEASE REMIT TO:**

MNJ Technologies Direct, Inc.  
PO Box: 771861  
Chicago, IL 60637-1861

**AMOUNT:**

**SALES TAX:**

**SHIPPING CHARGES:**

**TOTAL:**

**ORDER TOTAL:**

3,650.00

3,650.00

3,650.00

Thank you for the opportunity. We appreciate your business.



MNJ Technologies Direct, Inc.  
 1025 Busch Parkway  
 Buffalo Grove, IL 60089  
 (800) 870-4340  
 www.mnjtech.com

**QUOTE**

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
08/02/2024	S001625611		JUSTIN FIELDS	8/12/24 11:17 AM	19,671.00

**BILL TO (9500719):**

CITY OF MEDINA  
 P.O. BOX 703  
 Medina, OH 44258,USA

**SHIP TO (000029554):**

CITY OF MEDINA  
 132 N ELMWOOD AVE  
 Medina, OH 44256,USA

**ATTN TO:**

**NAME:** JUSTIN FIELDS  
**PHONE:** 3307233931  
**EMAIL:** itsupport@medinaoh.org

**CONFIRM TO:** Jimmy Lochner

**ACCOUNT MANAGER:**

**EMAIL:**  
**PHONE:**

Jimmy Lochner  
 jlochner@mnjtech.com  
 (847) 876-8841

**Comment:**

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(S)	AMOUNT(S)
1	MNJ16286218	Dell OptiPlex 7000 7010 Desktop Computer - Intel Core i7 13th Gen i7-13700 - 16 GB - 512 GB SSD - Tower - Black MFG PART NO: V1GD6 Comment: Contract: Dell STS-534109	11	1,217.00	13,387.00
2	MNJ15429293	Dell P2422H 24" Class Full HD LED Monitor - 16:9 - Black, Silver MFG PART NO: DELL-P2422H Comment: Contract: Dell STS-534109	9	202.00	1,818.00
3	MNJ15760477	Microsoft Office LTSC 2021 Standard - Perpetual License - 1 Year MFG PART NO: DG7GMGF0D7FZ:0002 Comment: Contract: Carahsoft STS 534354	11	406.00	4,466.00

**SHIP VIA:** FedEx-Ground

**TERMS:** Net 30

**PLEASE REMIT TO:**

MNJ Technologies Direct, Inc.  
 PO Box: 771861  
 Chicago, IL 60637-1861

**AMOUNT:**

**SALES TAX:**

**SHIPPING CHARGES:**

**TOTAL:**

**ORDER TOTAL:**

19,671.00

19,671.00

19,671.00

Thank you for the opportunity. We appreciate your business.

# REQUEST FOR APPROPRIATION ADJUSTMENT

RCA 24-164.8/2

Type of Adjustment (check one)  
 Administrative \_\_\_\_\_  
 Finance Committee \_\_\_\_\_  
 Council

No 8477  
 Finance

From Account Number	To Account Number	Amount	Transfer of Existing Appropriation	Unappropriated Funds
514-0543 50112	514-0543 54417	\$ 15,000	<input checked="" type="checkbox"/>	

Explanation: Cover expenditure for the purchase of a vehicle.

Department Head: Maria Ruco Date: July 18, 2024

Council/Committee Action: (circle one)  
 Approved: \_\_\_\_\_ Ord. No. 147-24  
 Denied: \_\_\_\_\_  
 Returned for explanation: \_\_\_\_\_  
 Returned to use existing account funds: \_\_\_\_\_

Clerk of Council/Date \_\_\_\_\_

Routing: Finance Dept-White Copy  
 Department Head-Yellow Copy  
 Council-Pink Copy

Batch Number  
(Finance use only)  
Batch Posted?

RCA Number  
(Council use only)

RCA 24-164-8/26  
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

NO. 2024-040  
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0704-52225	Law - legal svcs	30,000.00		x	cover legal exp
		001-0707-52215	gen admin- contractual	900.00		x	Eclipse fireworks/posters
		001-0707-53311	gen admin- office supplies	700.00		x	eclipse posters
		001-0707-53313	gen admin - operating	175.00		x	eclipse posters
		001-0707-56611	gen admin - transfers out	12,534.76		x	trsf gen admin to new celebration fund
		103-0610-50111	st hwy - wages	50,000.00		x	to cover wages
		104-0310-52215	9/11 memorial-contractual	1,500.00		x	to cover exp
		107-0110-50111	Fire - wages	1,169.53		x	oh ema reimb for '24 eclipse staffing
		109-0705-50111	probation supervision grant	83,093.00		x	probation supervision grant
		109-0705-50112	probation supervision grant	1,000.00		x	probation supervision grant
		109-0705-50114	probation supervision grant	3,000.00		x	probation supervision grant
		109-0705-50115	probation supervision grant	2,000.00		x	probation supervision grant
		109-0705-50116	probation supervision grant	6,000.00		x	probation supervision grant
		109-0705-50117	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51121	probation supervision grant	10,000.00		x	probation supervision grant
		109-0705-51122	probation supervision grant	28,000.00		x	probation supervision grant
		109-0705-51123	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51126	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51131	probation supervision grant	5,000.00		x	probation supervision grant
		109-0705-52211	probation supervision grant	1,000.00		x	probation supervision grant
		109-0705-53315	probation supervision grant	5,000.00		x	probation supervision grant
		109-0757-50111	Veteran's Court - Wages	32,300.00		x	Veteran's court Grant
		109-0757-50114	Veteran's Court - holiday	1,400.00		x	Veteran's court Grant
		109-0757-50115	Veteran's Court - Vacation	2,500.00		x	Veteran's court Grant
		109-0757-51121	Veteran's Court - Retirement	6,000.00		x	Veteran's court Grant
		109-0757-51122	Veteran's Court - Hosp	16,000.00		x	Veteran's court Grant
		109-0757-51123	Veteran's Court - WC	100.00		x	Veteran's court Grant
		109-0757-51126	Veteran's Court - medicare	700.00		x	Veteran's court Grant
		109-0757-51129	Veteran's Court - Personal svc	1,500.00		x	Veteran's court Grant
		109-0757-52226	Veteran's Court - Prof Svcs	14,500.00		x	Veteran's court Grant

		138-0462-52215	PY22-contractual	19,994.72		x	reenc amt of 23 po closed in error
		166-0705-56611	Indig interlock- transfer out	70,000.00		x	transfer from 166 to 165
		168-0705-53321	Case mgt - maint of equip	5,500.00		x	cover exp
		169-0716-54412	Court - bldg	91.87		x	cover exp
		390-0645-52222	tif - auditor	600.00		x	cover exp
		390-0645-56612	tif - refund	20,000.00		x	cover exp
		902-0355-56611	bicentennial transfer out	12,534.76		x	trsfr bicent fund to gen fund
103-0610-50111	st hwy - wages	103-0610-52213	st hwy - ins/taxes	1,500.00		x	
108-0610-54411	st repair / land improv	108-0676-54414	w smith - st reconst	94,000.00		x	
171-0650-54411	ARPA-Airport-land improvements	171-0743-52214	ARPA-Public bldg-advert	288.00		x	
171-0743-52214	ARPA-Public bldg-advert	171-0210-54411	ARPA-Cem_sec 19/20	20,307.00		X	
			Total increases to fund:	446,293.64			
			Total reductions to fund:				
			Total transfers within fund:	116,095.00			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 8/16/2024

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

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

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 147-24 ✓

CLERK OF COUNCIL/DATE

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

\_\_\_\_\_



(Finance use only)

RCA Number RCA 24164-8/26  
(Council use only) Finance

**REQUEST FOR APPROPRIATION ADJUSTMENT**

TYPE OF ADJUSTMENT  
(CHECK ONE)

NO. 2024-041

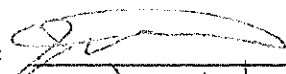
ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

X  
X

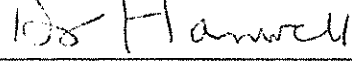
FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
<del>001-0000-10404</del>	<del>Miscellaneous</del>	001-0420-54411	Forestry - Land & Improvements	\$1,485.00		X

EXPLANATION:

Accept payment from Daves Tree Removal Inc. for replacement tree per Chapter 907

DEPARTMENT HEAD: 

DATE: 7/29/24

MAYOR'S APPROVAL:  Hanwell

7/29/24

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 147-24 ✓

CLERK OF COUNCIL/DATE

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

Batch Number  
(Finance use only)  
Batch Posted?

[ ]  
[ ]

RCA Number  
(Council use only)

*RCA 24-164-8/26*

2024-042

NO. *1*  
(Finance use only)

*Finance*

### REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

[ ]  
[ ]  
[ X ]  
[ ]

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		106-0101-50112	Overtime	1,035.00		X	County Fair Officer Overtime Reimbursement
			Total increases to fund:	1035.00			
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

Police Officer Coverage for Medina County Fair reimbursed from the Medina County Fair Board. 23 hours @ \$45/hour.

DEPARTMENT HEAD: *[Signature]*

DATE: 8/8/2024

MAYOR'S APPROVAL:  
(WHEN NECESSARY)

DATE:

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. *147-2A* ✓

CLERK OF COUNCIL/DATE

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

Batch Number  
(Finance use only)  
Batch Posted?

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

RCA Number  
(Council use only)

RCA 24-164-8/26

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

\_\_\_\_\_  
X  
X

NO. 2024-043  
(Finance use only)  
Finance

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		107-0110-53315	Tools & Minor Equip	\$1,488.30		X
			Total increases to fund:			
			Total reductions to fund:			
			Total transfers within fund:			

EXPLANATION:

To accept Hazmat Cost Recovery: Incident: January 30, 2024 - Hazmat Spill - Spray Products, 1000 Lake Road (Check #143264 from Anthony Capretta, County Auditor dated 8/7/24)

DEPARTMENT HEAD:   
Larry Walters, Chief

DATE: 8/12/2024

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 147-24

CLERK OF COUNCIL/DATE \_\_\_\_\_

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

*A. Hamwell*  
*8-13-24*

**REQUEST FOR COUNCIL ACTION**

No. RCA 24165-8/26  
*Finance*

**FROM:** Nino Piccoli Service Director  
**Service Department**  
**DATE:** July 24, 2024

**SUBJECT:** Purchase of (1) 2024 F150 4X4 SD Extended Cab Ford Pick Up Truck

**SUMMARY AND BACKGROUND:**

Respectfully request Council's authorization for the purchase of (1) 2024 F150 Four Wheel Drive truck. Upon approval, this purchase will be made utilizing the (CUE) Community University Education Purchasing Contract from Montrose Ford in the amount of \$44,500.00

**Estimated Cost:** \$44,500.00

**Suggested Funding:**

- sufficient funds in Account No. 514--0543-54417
- transfer needed from Account No.
- To Account No.
- **NEW APPROPRIATION** needed in Account No.

**Emergency Clause Requested:** No  
**Reason:**

**Council Action Taken:**

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

RCA 24-166-8/26  
Finance Only

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

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

Date: 8/13/2024 Department: Service /Street Dept.

Amount: \$23,100.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 105-0610-54413

Vendor: A & A Safety Inc.

Department Head/Authorized Signature: 

Item/Description:  
Portable Traffic Signals / OBWC Grant Covers \$40,000/ City portion \$23,100.00  
State Contract Purchase Contract No. 090-23

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council Date to Finance: \_\_\_\_\_

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

## Nino Piccoli

---

**From:** Nino Piccoli  
**Sent:** Monday, April 8, 2024 10:46 AM  
**To:** 'Ethan Rogers'  
**Subject:** RE: Quote #22831 - City of Medina

Thanks Ethan,

I'll follow up

Nino Piccoli  
Service Director  
City of Medina  
330-722-9082

**From:** Ethan Rogers <EthanR@aasafetyinc.com>  
**Sent:** Monday, April 8, 2024 10:39 AM  
**To:** Nino Piccoli <npiccoli@medinaoh.org>  
**Subject:** Quote #22831 - City of Medina

Nino,

Please see the attached quote for the portable traffic signals we discussed last week. Let me know if you have any questions or need anything else. Thanks!



Ethan Rogers  
Territory Sales Representative

(216) 854-0344  
[ethanr@aasafetyinc.com](mailto:ethanr@aasafetyinc.com)  
[aasafetyinc.com](http://aasafetyinc.com)



# QUOTE

QUOTE NO  
22831



1126 Ferris Road, Amelia, OH 45102  
4080 Industrial Lane, Beavercreek, OH 45430  
16000 Miles Road, Cleveland, OH 44128

Phone: (513) 943-6100 Fax: (513) 943-6106  
Phone: (937) 912-9590 Fax: (937) 912-9593  
Phone: (216) 283-8040 Fax: (216) 283-8041

TO: Nino Piccoli  
City of Medina  
Street Department  
P.O. Box 703  
Medina, OH 44258-0703  
(330) 350-2857  
npiccoli@medinaoh.org

QUOTE DATE	VALID THRU	FOR	PAGE
12/8/2023	1/6/2024	Portable Traffic Signals	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
00723-F	2ea	Item # 1-01 PTS Type TR1 (Trailer Mounted), Horizon Signal Technologies	31000.00ea	62,000.00*
		ODOT STATE PURCHASE CONTRACT 090-23		
	1	Freight	1,100.00	1,100.00*

**TOTAL AMOUNT 63,100.00**

If you have any questions please contact me via cell or email.

Thank you,

Ethan  
C: (216) 854-0344  
Email: ethanr@aasafetyinc.com

\* means item is non-taxable

REQUEST FOR COUNCIL ACTION

NO. \_\_\_\_\_

FROM: Nino Piccoli

DATE: April 16, 2024

COMMITTEE  
REFERRAL: \_\_\_\_\_

SUBJECT: Application for grant assistance with the Ohio Bureau of Workers Compensation (OBWC)  
Safety Grant

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This request is for Council’s authorization to submit a grant application with the Ohio Bureau of Workers Compensation Safety Program for the purchase of (2) two trailer mounted traffic signal units. The grant if successful will cover approximately two thirds of the cost of the Portable Traffic Signal System. The total cost of the SQ3TS System is \$63,100.00. We will be requesting a grant in the amount of \$40,000.00. The City’s portion will be \$23,100.00.

We are submitting this request in advance as the Safety Grant portal will become available July 2024. Finally, please note that in addition to the authorization to submit the grant application, this request asks that if successful, the Mayor be authorized to enter into an agreement with OBWC to accept the grant.

Thank you for your consideration.

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ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for \$23,100.00

SUGGESTED FUNDING:105-0610-54413

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

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Emergency Clause Requested: No

Reason:  
COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



*D. J. Hanney*  
*8-13-24*

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-167-8/26

**FROM:** Nino Piccoli, Service Director

**Committee:** Finance

**DATE:** July 15, 2024

**SUBJECT:** Addition of a Full-Time Account Clerk II to Service Department

**SUMMARY AND BACKGROUND:**

The Service Office is located in City Hall and responsible for residential and commercial Water/Sanitation utility customer sign-ups, finals and related issues and concerns. Additionally, they handle numerous Street and Engineering department calls from citizens as well. The office can be very busy with respect to activity, it seems as if folks call the City about everything and anything.

The department currently is staffed with 1 full-time clerk assigned to the Water Office handling the Water department desk. The Sanitation Office currently has 1 part-time employee, who works approx. 21-24 hours a week. The department relies on two or three of the City Hall substitute clerks to help cover the Sanitation desk, along with assisting the water desk auditing water usage and billing. City Hall is fortunate to have several substitute clerks available to call to assist. Circumstances and commitments outside of work at times seem to limit the hours the part time clerical support staff are able to work. This results with our full- time clerk handling the Service Office alone the latter part of the day. The workload can be stressful and overwhelming.

Overtime given the numerous different employees coming and going on different days in the Service department, there have many errors that result in overcharging or undercharging customer accounts. This is by no fault of individual work ethic, but more to do with not having the same person on a consistent basis with more stability at the Sanitation desk. The department needs continuity and another steady person all week so the work can be divided and have the same person follow through to be sure work is being monitored and completed.

During budget review, we discussed adding an additional full-time Account Clerk to the Service Office. Funding was approved at that time. Now I am respectfully requesting approval to move forward to increase the number of full-time Account Clerks to two (2) in the Service department in the Salaries & Benefit Code Sec. 31.05.

Thank you for your consideration.

**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:**

*DD Harmon  
8-13-24*

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-168-8/26

**FROM:** Nino Piccoli, Service Director  
**DATE:** July 15, 2024  
**SUBJECT:** Addition of a Full-Time MEO to Street Department

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

The Street department currently is budgeted to have 7 full-time motor equipment operators (MEO). This department has been asked to pick up various obligations over the last year that is making it difficult to keep up with routine items. The department has taken over the Airport upkeep and this alone could be an all-day responsibility for one MEO daily. There is grass mowing and surface repair during warm months and snow plowing and ice removal in winter months. Safety is an issue and the workload is heavy there.

The Street department has many high seniority employees also. Someone is missing due to vacation or FMLA most days. In years past, the City was fortunate to have several part-time laborers that had CDL licenses and could fill in on an as-needed basis to help fill in for missing MEOs. That is no longer the case. With it being more difficult for people to obtain a CDL license, many of the part-time employees are not as interested in making this commitment.

During budget review, it was discussed adding an additional full-time MEO to the Street department. Funding was approved at that time. Now I am respectfully requesting approval to move forward with adding this additional full-time MEO to the Street department in the Salaries & Benefit Code Sec. 31.05 to increase the number of MEOs from seven (7) to eight (8).

Your consideration is appreciated.

**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:**

D. J. Hammett  
8-13-24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-169-8/26

**FROM:** Nino Piccoli, Service Director

**Committee:** Finance

**DATE:** July 15, 2024

**SUBJECT:** Addition of a second Full-Time Sanitation Laborer

**SUMMARY AND BACKGROUND:**

The Sanitation department budget for year 2024 allows staffing of 1 full-time laborer and 3 part-time laborers. The department currently has 1 full-time laborer and no part-time laborers. This has been the situation for many months. The only part time laborer on staff this year applied to be a full-time water technician in March and was appointed to this tech position on 4/22/24. To date, he has been unable to move over to the Water department because the Sanitation department is not functionable without this other laborer.

The workload is constant. A minimum of 2 laborers is needed daily. Since COVID, it has been difficult to find part-time sanitation laborers due to the maximum of 29 hours a week and the hours they are asked to work, with limited union benefits.

During budget review, we discussed adding (2) two additional full-time laborers to the Sanitation department with the deletion of the three part-time laborers. Funding was approved at that time. Now I am respectfully requesting approval to move forward with adding the (2) two additional full-time laborers to the Sanitation department in the Salaries & Benefit Code Sec. 31.05 and removing the three part-time laborers from Salaries & Benefit Code Sec. 31.02 & 31.05.

Both, the Sanitation department and I, thank you for your consideration.

**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:**

*Approved  
8-13-24*

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-170-8/26

FROM: Nino Piccoli, Service Director  
DATE: July 19, 2024  
SUBJECT: City Auction

Committee: Finance

**SUMMARY AND BACKGROUND:**

Respectfully request Council to authorize the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use. A complete list of inventory will be submitted to Council for approval.

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:

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-171-8/26

**FROM:** Medina Municipal Court  
**DATE:** August 13, 2024  
**SUBJECT:** Adult Changing Table

**Committee:** Finance

**SUMMARY AND BACKGROUND:** Medina Municipal Court requests City Council to accept grant money from ARPA through Medina County Board of Developmental Disabilities.

This ARPA grant funds will cover the cost of an adult changing table that will be installed in the 1969 Courthouse. The changing table will be stored until the lower level public restrooms of the 1969 building are remodeled. ARPA grant funds are only available until end of 2024.

Cost of the table is \$8,680.00. Medina County Board of Developmental Disabilities will reimburse Medina Municipal Court the cost of the table with 30 days of invoice.

**Estimated Cost:** \$8,680.00

**Suggested Funding:**

- sufficient funds in Account No. 001-0705-53315
- 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:**

**MAX-Ability, Inc**  
 30 Westgate Parkway # 301  
 Asheville, NC 28806  
 +1 8005771555  
 info@max-ability.com



**Quotation**

**ADDRESS**

Medina Municipal Court  
 135 N. Elmwood Ave  
  
 Medina, OH 44256

**SHIP TO**

Medina Municipal Court  
 225 E. Washington St  
  
 Medina, OH 44256

**QUOTATION #** 4536

**DATE** 8/13/2024

**EXPIRATION DATE** 12/31/2024

**EST. PURCHASE DATE** 1/1/0001

PROJECT SITE	P.O. NUMBER	APPROXIMATE DELIVERY	TERMS
		2-4 weeks from order date	Net 30 days

ITEM	DESCRIPTION	QTY	RATE	DISCOUNT %	AMOUNT
<b>R859457200</b> 0	Pressalit VersaMax Manual Fold (CT4000) Changing Table	1	8,100.00	0	8,100.00
<b>V8608</b>	Pressalit: Coach Screw Kit (6) Plywood Blocking	1	0.00	0	0.00
<b>HEIGHT_ADJ</b> -E	Height Adjustable- East-FREIGHT	1	580.00	0	580.00

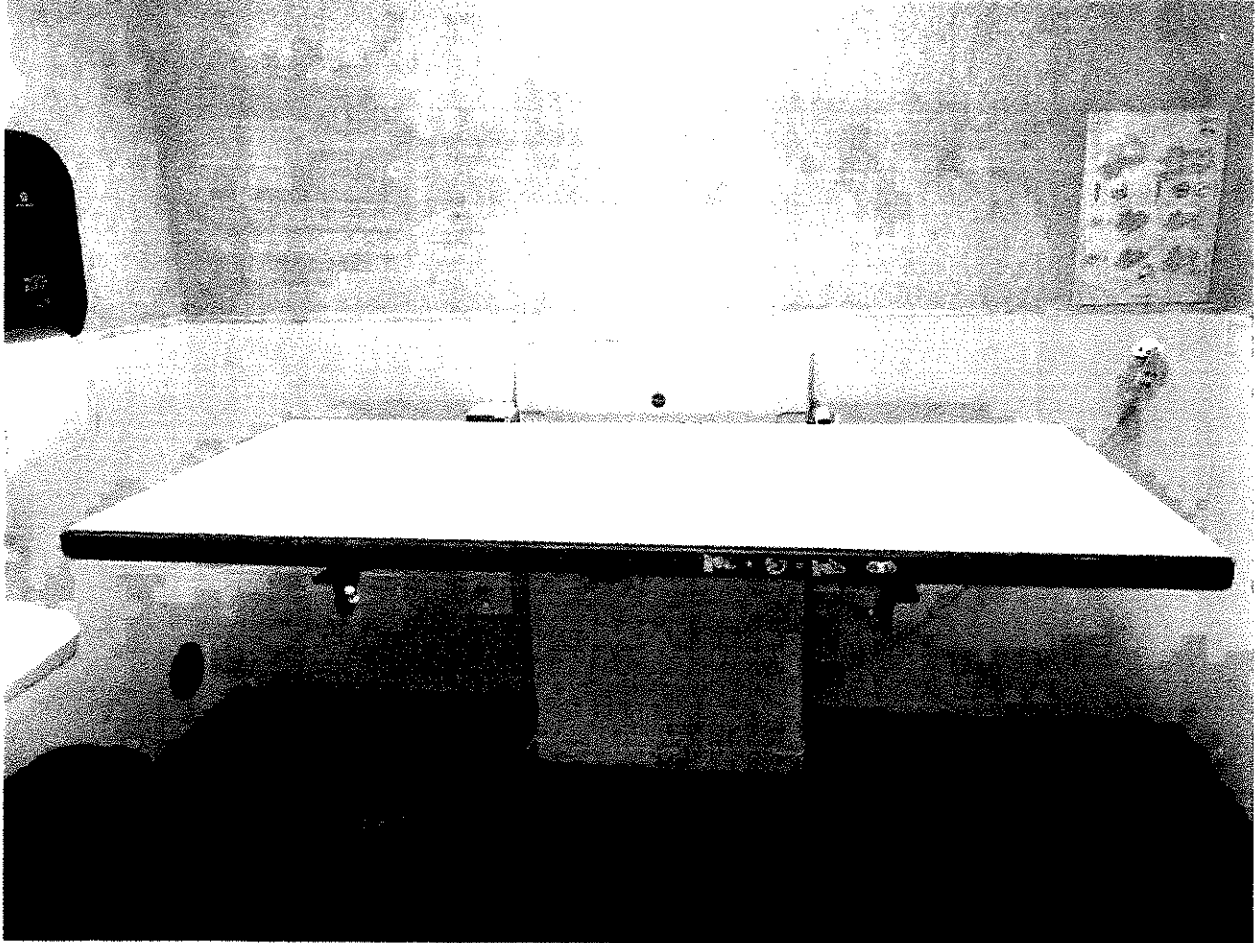
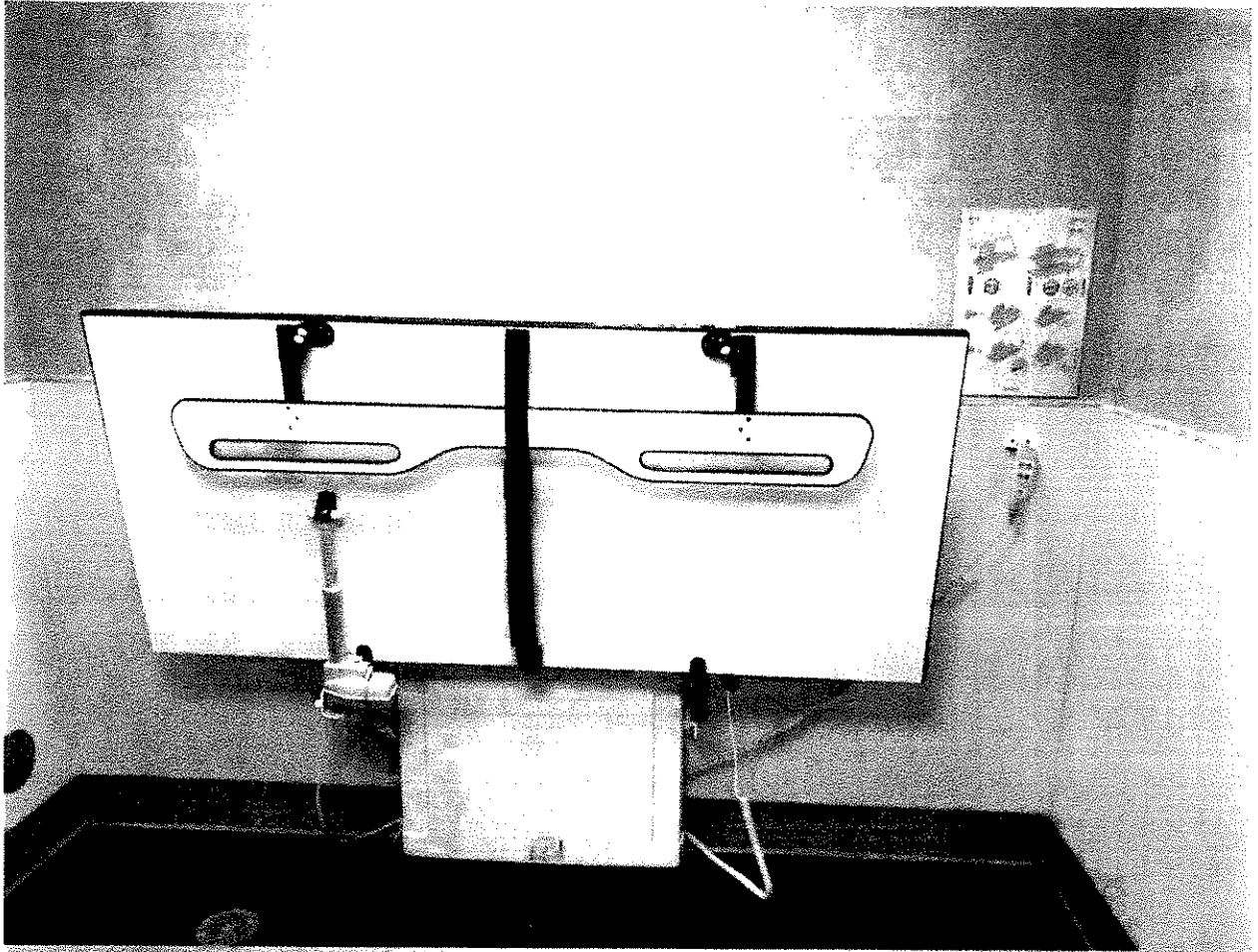
MAX-Ability, Inc  
 +1 8005771555  
 www.max-ability.com

<b>SUBTOTAL</b>	<b>8,680.00</b>
TAX	0.00
<b>TOTAL \$ INCL. TAX</b>	<b>8,680.00</b>
TOTAL DISCOUNT AMOUNT	0.00

Accepted By

Accepted Date

See max-ability.com for product details and payment options.  
 Thanks for your business!



OK  
Dr. Harwell  
8-16-24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-172-8/26

FROM: Kimberly Marshall, Economic Development Director Committee: Finance

DATE: August 16, 2024

SUBJECT: Ohio EPA Targeted Brownfield Assessment Application -- former Yost Sunoco Site

**SUMMARY AND BACKGROUND:**

This request is to authorize the Mayor to apply for an Ohio EPA Targeted Brownfield Assessment Grant to cover the cost of Environmental Assessments for the former Yost Sunoco site located at 426 W Liberty St and execute any and all documents. If approved, the City can work with the Medina County Auditor on a Site Access Agreement for the State of Ohio's contractor.

If approved, the State of Ohio will pick up all the costs.

Estimated Cost: -0-

Suggested Funding:)

Sufficient funds in Account No.

- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: **YES**

Reason: We would like to apply as soon as possible to the process moving.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:





**Environmental  
Protection  
Agency**

Ohio Environmental Protection Agency  
Division of Environmental Remediation and Revitalization  
50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, OH 43216-1049  
[www.epa.ohio.gov](http://www.epa.ohio.gov)  
(614) 644-2924

**APPLICATION FOR  
TARGETED BROWNFIELD ASSESSMENT (TBA) ASSISTANCE**

Updated December 2023

## **TARGETED BROWNFIELD ASSESSMENT (TBA) PROGRAM**

Ohio EPA provides Targeted Brownfield Assessments (TBA) to spur revitalization and economic growth. TBA activities are completed at no cost to applicants through a grant from the United States Environmental Protection Agency (U.S. EPA) or utilizing state TBA funds. The program may assist communities with assessment activities such as Phase I assessment, limited Phase II assessment, asbestos and lead-based paint surveys, and ecological surveys. If you have any questions, please contact our office at 614-644-2924 or visit our website at <https://epa.ohio.gov/divisions-and-offices/environmental-response-revitalization/derr-programs/ohio-brownfields>

### **Application Process:**

Interested parties may submit a completed request letter and application form to Ohio EPA's Ohio Brownfields Program. The information requested in the application form is necessary for Ohio EPA staff to prioritize projects and to obtain information required by U.S. EPA to determine eligibility. Projects not eligible for funding through the U.S. EPA grant may be eligible for a state funded TBA.

Upon review of the completed application form and cover letter, Ohio EPA may request a kickoff meeting with the applicant and project participants (i.e., property, owner, developer, project environmental consultant, or certified professional) to define work expectations, project needs, and timelines. If the TBA application is approved, the applicant will receive notification of the services to be provided.

### **Instructions:**

Please complete the entire application form to the best of your ability. You may complete the form directly on your computer using Microsoft Word or print the form and write or type responses. If you print out the form and need additional space, attach extra sheets of paper. Include all requested exhibits with your application along with the required cover letter (see Appendix A).

The application is comprised of three sections. The applicant information portion and Sections 1-2 are required information for project review. Section 3 includes additional information about the property which is used for the Ohio Brownfield Inventory. Listing the property on the Inventory is not mandatory; however, granting permission to list the property provides potential developers or other interested parties with quick access to information. Additional information is available on the Ohio Brownfield Inventory website: <https://epa.ohio.gov/divisions-and-offices/environmental-response-revitalization/reports-and-data/ohio-brownfield-inventory>

**Application Submission:**

Applications may be submitted via e-mail to [BrownfieldFunding@epa.ohio.gov](mailto:BrownfieldFunding@epa.ohio.gov)

**OR**

Applications may be submitted via regular or commercial mail to the following address:

Ohio Brownfields Program  
Division of Environmental Response and Revitalization  
Ohio Environmental Protection Agency  
50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, Ohio 43216-1049

<b>Application Contents</b>	<b>Required Submittal</b>	<b>Instructions</b>
Applicant Certification Form	✓	Signed by Applicant's Authorized Representative
Applicant Information	✓	Required contact information
Section 1 – Preliminary Eligibility Determination	✓	Completed by Applicant to determine eligibility for assistance
Section 2 – <ul style="list-style-type: none"><li>• Project Information</li><li>• Property Information</li><li>• Financial Resources and Redevelopment Plans</li></ul>	✓ ✓ ✓	Completed by Applicant to the best of their knowledge
Section 3 – Ohio Brownfield Inventory - Additional Property Information		These forms grant permission to Ohio EPA to list the property on the Ohio brownfield Inventory. Property owner permission is required to be listed.
Appendix A – Cover Letter Template	✓	Completed and signed by Applicant
Appendix B – Access Agreement Template	✓	Completed and signed by Applicant and Property Owner

**Required Submittals**

Application Cover Letter

Completed Application Form

Exhibit 1 – Access Agreement with current Property Owner

Exhibit 2 – Draft Workplan, if available

Exhibit 3 – Property Location Map

Exhibit 4 – Previous Assessment Reports, if available

### Applicant Certification Form

I understand that by signing this application, I grant the Ohio Environmental Protection Agency access to any records needed for verification and evaluation of the information provided in the Ohio Targeted Brownfield Assessment (TBA) application. I understand that filling out the TBA application does not guarantee that I will receive approval for my request.

I certify that the information I have provided in this application is, to the best of my knowledge, a true, accurate, and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under Federal and State Law for knowingly making false or fraudulent statements.

Applicant (Type/Print)

Name of Authorizing Representative (Type/Print)

---

Signature of Authorizing Representative

Date

## **APPLICANT INFORMATION**

### Applicant and Authorized Representative Information

Applicant Name:	Applicant Name
Authorized Representative Name:	Authorized Representative Name
Authorized Representative Title:	Title
Address, City, State, Zip Code	Address, City, Zip
Phone:	Phone Number
E-mail Address:	E-mail
Applicant Website:	Applicant Website

### Project Contact Information - (Primary point of contact and project manager)

Project Contact Name:	Project Contact Name
Title:	Title
Address, City, State, Zip Code	Address, City, State, Zip
Phone:	Phone Number
E-mail Address:	E-mail

### Project Consultant Information - (If applicable, the consultant involved with the project. If so, briefly describe their involvement below. A consultant is not required for the TBA program)

Consultant Name:	Consultant Name
Title and Consulting Firm:	Consultant Title and Name of Firm
Address, City, State, Zip Code	Address, City, State, Zip
Phone:	Phone Number
E-mail Address:	E-mail
Description of consultant's involvement:	Description of Consultants Involvement

## SECTION 1 – PRELIMINARY ELIGIBILITY DETERMINATION

1. Is the applicant a potentially responsible party that has caused or contributed to the contamination of the property to be assessed, or did the applicant own the property at the time contamination occurred?

- YES – The applicant is not eligible for TBA funding. Funding cannot be used to assist potentially responsible parties.**
- NO**

2. A “brownfield” is defined as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: “contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of ‘hazardous substance’; or mine-scarred land.”

Does this describe the property?

- YES – The property is an abandoned or vacant industrial/commercial/institutional facility.**
- YES – The property is an active, but under-used industrial/commercial/institutional facility.**
- YES – The property is an abandoned or vacant residential structure with at least 4 housing units**
- NO – The property is not eligible for TBA funding.**

**Note:** properties that were used historically for residential purposes are generally not eligible unless the structure maintained a minimum of 4 housing units (i.e., apartments, condos, townhomes)

3. Are any of the following statements true:

- The property includes a facility(ies) listed or proposed for the National Priorities List (NPL).
- The property includes a facility subject to unilateral administrative orders, court orders, administrative orders, or judicial consent decrees issued to parties under CERCLA.
- The property includes a facility(ies) that is subject to the jurisdiction, custody, or control of the United States government.

- NO**
- YES – The property is not eligible for TBA funding.**

4. Does the applicant have access to 100% of the property for the purposes of this TBA request?

Please include completed access agreements for all parcels as **Exhibit 1**

(See Appendix B for sample documents).

- YES** – The applicant owns the property, and the access agreement is attached. If YES, then answer the following questions:

- Was an AAI Phase I performed prior to acquisition? Select Yes or No
- When did the applicant acquire the property? Enter date
- How did the applicant acquire the property? Choose item
- Other acquisitions:

- YES** – An access agreement is in place with the current owner(s) and is attached.

- YES** – The property is currently in foreclosure or forfeiture and the County Auditor has provided access to the property.

For situations where ownership is unclear, the county auditor may act as an “agent of the state” and be a signatory to the access agreement – see ORC Section 5721.09.

(NOTE: The signed agreement must be obtained and submitted to Ohio EPA prior to any work being performed.)

- NO** – The applicant is currently working on obtaining an access agreement.

(NOTE: The signed agreement must be obtained and submitted to Ohio EPA prior to any work being performed.)

- NO** – The applicant cannot obtain access to the property. **The property is not eligible for TBA funding.**

5. Are any of the following true? Check all that apply:

- The property is subject to current or ongoing CERCLA removal actions.
- The property is subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees or to which a permit has been issued by the United States or an authorized state under the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act (RCRA)), the Federal Water Pollution Control Act (FWPCA), the Toxic Substances Control Act (TSCA), or the Safe Drinking Water Act (SDWA).
- The property is subject to corrective action orders under RCRA (sections 3004(u) or 3008(h)) and to which a corrective action permit or order has been issued or modified to require the implementation of corrective measures.
- The property includes land disposal units that have filed a closure notification under subtitle C of RCRA and to which closure requirements have been specified in a closure plan or permit.

- There has been a release of polychlorinated biphenyls (PCBs) which are subject to remediation under TSCA.
- Funding for remediation has been obtained from the Leaking Underground Storage Tank (LUST) Trust Fund.
- NO: None of the above statements apply**
- If YES to any of the above statements: The site requires a specific eligibility determination from USEPA. The most recent proposal guidelines for USEPA brownfields assessment grants will be utilized as a basis for eligibility. Provide appropriate backup documentation along with a brief explanation below. USEPA guidelines are available on their website: [http://www.epa.gov/brownfields/assessment\\_grants.htm](http://www.epa.gov/brownfields/assessment_grants.htm)**

**Explanation**    Enter Explanation



## SECTION 2 - PROJECT INFORMATION

### Project Information

(Project Name should not be the property address; utilize the common name for the property or a historic use (e.g., Smith's Foundry, Former XYZ Property, 1234 South Road Property))

Project Name:	Name
Property Name Aliases (Former or common name(s) for the property)	Enter Other Property Names
Project Address, City, State, Zip Code	Address, City, Zip
Size of the property (acres)	Enter Property Acres
Latitude and Longitude ( <u>decimal degrees</u> )	Enter Latitude and Longitude
Parcel Number(s)	Enter Parcel Number(s)
Project County	Project County
Current Property Owner	Property Owner
Relationship to the Applicant, if applicable	Property Owner's relationship to the Applicant

**NOTE:** Properties owned by the State of Ohio are only eligible for Phase I assessments.

### Requested Scope of Services. Check all that apply:

Phase I Assessment (ASTM/ VAP compliant) – Meets “All Appropriate Inquiry” and Ohio Cleanup Program requirements (recommended for most projects)

ASTM *only* If VAP Phase I is not needed for the project (optional)

NOTE: If you are unsure which standard to choose, please feel free to call our office at 614-644-2924

Lead-Based Paint Survey (generally performed for renovation projects)

Asbestos Containing Materials (ACM) Survey

Baseline Survey<sup>1</sup>

Pre-Demolition Survey<sup>2</sup>

Limited Phase II Assessment – Screening and/or Supplement Work

VAP Phase II Assessment – Can be used to leverage other state funding sources

Phase II Assessment for a gas station

Phase II/ Release detection/Geophysical  Class C release form

Planning Activities (<https://www.epa.gov/brownfields/information-eligible-planning-activities>)

<sup>1</sup> An unobtrusive survey in that samples are not taken where doing so would result in objectionable damage to surfaces or where institutional barriers preclude access.

<sup>2</sup> It is performed in anticipation of renovation or demolition where a Baseline Survey has not been conducted and there is no information, or insufficient information, as to the existence of ACMs within the planned limits of construction. The Pre-Demolition Survey requires destructive testing if concealed spaces are to be breached during construction.

Project Synopsis

Provide a brief overview of the plans for the property and the redevelopment potential. Include any specific information regarding future property transfer, development interest, and/or any known end users or developers.

Enter brief overview

Summarize the scope of services requested:

Enter summary of services

Work plan: If available, provide a work plan for the requested services as **Exhibit 2**

Project Timeline

Define the timeline/deadline for completion of the requested services (i.e., project deadlines, pending sale of property, grant requirements, etc.)

Enter Requested timeline and explanation

**SECTION 2 – PROPERTY INFORMATION cont.**

Property Location Map

- Property location provided on an 8.5"x11" image which contains a clearly delineated property boundary on top of a high-resolution aerial photograph or a USGS 7.5-minute topographic map included as **Exhibit 3**

Property History

Previous Land Use(s) – check all that apply

- |                                      |  |  |
|--------------------------------------|--|--|
| <input type="checkbox"/> Industrial  | <input type="checkbox"/> Commercial    | <input type="checkbox"/> Retail        |
| <input type="checkbox"/> Mixed-Use   | <input type="checkbox"/> Residential   | <input type="checkbox"/> Institutional |
| <input type="checkbox"/> Gas Station | <input type="checkbox"/> Landfill/Dump | <input type="checkbox"/> Other         |

If Other or Mixed-Use is checked, please describe: Enter Description

**General History Description** Provide a brief overview of the Property history

Enter brief Property history

Physical Hazards

Are there physical hazards at the property and/or impediments to completing the requested services? (i.e., unsafe buildings/structures, rubble/debris covering the property) Select Yes or No

If yes, provide a brief explanation:

**SECTION 2 – PROPERTY INFORMATION cont.**

Human Health and/or Ecological Concerns

Are there potential threats to human health and safety or ecological concerns at this property?  
Check all that apply.

- The property is currently occupied. (Residents, tenants, employees)
- The property poses a physical hazard to trespassers or is an attractive nuisance.
- The property may be affecting residents or employees at adjacent properties.
- The property includes or is adjacent to a sensitive ecological area (i.e., stream, river, or wetland).

Previous Assessments

What, if any, assessment work was previously conducted? If any items below are checked **provide a copy of the documentation** with the application as Exhibit 4.

- Phase I assessment
- Phase II assessment
- Asbestos/Lead-Based Paint Survey
- Ecological Survey
- Other: **Provide a brief explanation below**

## SECTION 2 – FINANCIAL RESOURCES AND REDEVELOPMENT PLANS

Are any brownfield funding resources previously expended and/or currently in use for the project?

If so, check all that apply.

- Federal brownfield assessment funding
- Federal brownfield cleanup funding
- State brownfield funding – grants or loans
- Local brownfield funding – grants or loans

For each item checked above, identify the funding source, amount, and activities performed:

Enter funding source, amount and activities

If no items above are checked provide an explanation why funding is sought through the Ohio Brownfields TBA program rather than the competitive Federal Brownfield grant program (e.g. project requires expeditious timeline for data/information, Phase I required for a property transaction, limited sampling is required, etc.)

Enter Project explanation

Are there redevelopment plans for the property? If so, check all that apply.

- A confirmed end user is in place. **If checked, provide a brief description below of the planned end use.**  
Enter End Use Description
- A developer is in place, but no end users confirmed.
- The Project is included in a local development plan and will be evaluated for redevelopment options
- The Project is not included in a local development plan and is not under evaluation for development
- Other. **Provide a brief explanation below:**

Enter Explanation.

**SECTION 3 – OHIO BROWNFIELD INVENTORY - Additional Property Information**  
*(NOTE: Information provided in this section is not required for application review purposes, however, is utilized on the Ohio Brownfield Inventory. Completion of this section and subsequent signature of it will provide approval to list the property on the publicly accessible Ohio Brownfield Inventory.)*

Current Zoning

Enter Current Zoning

Vacancy Status

Choose an item.

If Partially Occupied / Under-utilized provide the percentage currently in use

Enter Percentage Utilized

Current Land Use

Choose an item.

If Mixed-Use or Other, please describe:

Enter Description

Number of Usable Buildings and Total Square Footage

Enter Number of Buildings

Enter Total Building Square Footage

Utilities Available – check all that apply

Water

Electric

Telecom Service

Sewer

Natural Gas

Broadband

Other, provide description

Enter Description

Property Accessibility: Provide name and approximate distance to major roads, rail, airports, rivers

Enter major roadways and proximity

Enter airports and proximity

Enter rail line/spurs and proximity

Enter major rivers and proximity

Accessibility to pedestrians and public transportation

Is the property accessible to pedestrians?

Is the property served by public transit?

Yes

No

Yes - Enter Type

No

Previous Property Owners

Company Name	Owner Name	Operation Description

**Local Government or Private Entity Permission Form**

By submitting the information included with its completed *Ohio Brownfield Inventory Application*, the Local Government or Private Entity designated below, through its undersigned representative, gives permission for Ohio EPA to include the information with the **Ohio Brownfield Inventory**. With regard to the brownfield property that is the subject of the application, the Local Government or Private Entity   owns /    does not own the property in its entirety (*check one – if any portion of the property is not owned by the Local Government or Private Entity, the Local Government or Private Entity must obtain the written permission of each property owner (see Property Owner Permission Form) and include the written permission with the submitted application*).

The Local Government or Private Entity acknowledges that the application information is made available to interested parties through the Ohio Brownfield Inventory posted on Ohio EPA's website and as a public record pursuant to Ohio public records law. Further, the Local Government or Private Entity acknowledges that the responsibility to provide Ohio EPA with updated property and application information remains with the Local Government or Private Entity.

**It is so agreed:**

\_\_\_\_\_   
*(Signature of authorized Local Government or Private Entity representative)*

\_\_\_\_\_   
Date

\_\_\_\_\_   
*(Printed/typed name of the authorized representative, job title)*

\_\_\_\_\_   
*(Printed/typed Name of Local Government or Private Entity)*

**SECTION 3 – OHIO BROWNFIELD INVENTORY - Additional Property Information cont.**

***(NOTE: Information provided in this section is not required for application review purposes, however, is utilized on the Ohio Brownfield Inventory. Completion of this section and subsequent signature of it will provide approval to list the property on the publicly accessible Ohio Brownfield Inventory.)***

**Property Owner's Permission Form**

***Instructions:*** If any party other than the property owner submits a property to the Brownfield Inventory, the owner of the "brownfield" property may grant permission for a local government or private entity ("Local Government or Private Entity") to include information about the property in an *Ohio Brownfield Inventory Application*. Through an *Ohio Brownfield Inventory Application*, the property owners and Local Government or Private Entity are requesting Ohio EPA to make the application information available to interested parties, including a website posting. To grant permission, each parcel owner needs to provide to the Local Government or Private Entity a *Property Owner's Permission Form* completed for each parcel. The Local Government or Private Entity may then include the completed forms in the application it submits to Ohio EPA. The Property Owner's Permission form needs to be submitted only if the Local Government or Private Entity does not own the property.

\* \* \*

List for the brownfield property:

Parcel No(s):

Enter Parcel Numbers

Property Address(es):

Enter Property Address(es)

Name of the property owner(s):

Enter Property Owner(s) Name

Each owner of the above-described property, through its undersigned representative, gives permission both to:

- Enter Name of Local Government or Private Entity (the "Local Government or Private Entity") – to submit to Ohio EPA an *Ohio Brownfield Inventory Application* for the property; and
- Ohio EPA – to include the application information with the Ohio Brownfield Inventory, which may include posting the information on Ohio EPA's website and otherwise making the information available to interested parties as a public record pursuant to Ohio public records law.

Further, each owner, through its undersigned representative, acknowledges that after the submission of an *Ohio Brownfield Inventory Application* for the property, an Owner would need to make, as necessary, updates to the application information in coordination with and through the Local Government or Private Entity. The Local Government or Private Entity may submit the updated information to Ohio EPA with a request to update the Ohio Brownfield Inventory.

**It is so agreed:**

\_\_\_\_\_  
*(Signature of owner's authorized representative)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*(Printed/typed name of the authorized representative, job title)*

*[Include a signature block for each owner, as needed.]*



**APPENDIX A – Request Cover Letter Template**

[APPLICANT LETTERHEAD]

[DATE]

Ohio Brownfields TBA Program  
Division of Environmental Response and Revitalization  
Ohio Environmental Protection Agency  
50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, Ohio 43216-1049

**Re: Targeted Brownfield Assessment**  
**[PROJECT NAME]**

TO WHOM IT MAY CONCERN:

[APPLICANT] requests assistance from the targeted brownfield assessment (TBA) program for the [PROJECT NAME] project located at [PROPERTY ADDRESS]. Based on the information provided, [APPLICANT] believes that the project is eligible for TBA funding.

The assessment work requested for the project is outlined in the attached Application Form. I understand that if Ohio EPA also determines that this project is eligible for TBA funding, an Ohio EPA brownfield coordinator may contact me regarding details about conducting the assessment including any project kickoff meetings that may be necessary to facilitate this request.

The [APPLICANT]'s contact for this project will be [PROJECT CONTACT NAME]. You may reach our project contact at [PROJECT CONTACT'S PHONE NUMBER] or via e-mail at [PROJECT CONTACT'S E-MAIL ADDRESS].

Sincerely,

[NAME OF AUTHORIZED REPRESENTATIVE]  
[TITLE OF AUTHORIZED REPRESENTATIVE]

Attachments: Application Form and Exhibits

APPENDIX B – Access Agreement Template

**CONSENT TO ACCESS**

By authorized signature, Ohio EPA and the (**Applicant Name**), including their representatives and contractors, are hereby given consent to enter property owned by (**Property Owner(s)**) located at (**Address, City, Zip**) (**Co. Parcel #**). This property is the location of the former (**NAME OF SITE**). Consent to enter the property is requested to conduct the activities described below. By providing this consent, the authorized signatory does not waive or otherwise compromise the property owner's rights under federal, state, or local law, nor under common law, except for those rights waived in giving consent.

Activities that may be conducted on the above property by Ohio EPA and the (**Applicant Name**), including their representatives and contractors, include, but are not limited to, the following:

- 1) **Site Visits;**
- 2) **Phase I Property Assessment activities;**
- 3) **Asbestos Survey, Lead Based Paint Survey and/or Geophysical Survey activities;**
- 4) **Installation of monitoring wells;**
- 5) **Sampling of soil, ground water, soil-gas, indoor air, surface water, or sediment;**
- 6) **Return to the property for re-sampling or additional sampling of any of the above.**

Ohio EPA and its representatives will exert their best effort to esthetically restore any portion of the property substantially disturbed by its activities to its previous condition, after completion of the above-described activities.

Click here to enter a date.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Enter Name

\_\_\_\_\_  
Enter Telephone #

\_\_\_\_\_  
Printed or Typed Name of Property Owner

\_\_\_\_\_  
Enter Address, City, State, Zip Code

\_\_\_\_\_  
Address of Property Owner

# REQUEST FOR COUNCIL ACTION

No. RCA 24-173-8/26  
Committee: Finance

FROM: Andrew Dutton  
DATE: 8/19/24  
SUBJECT: Interurban Building Relocation and Use

## SUMMARY AND BACKGROUND:

### Interurban Building Background

The Interurban Building was originally located near the current intersection of Pearl Road/Route 42 and Stonegate Drive. The building served as a station on the Cleveland Southwestern and Columbus Railway, which reached Medina in 1907 and ceased operations in 1931. The building was stored in a city garage for many years and in 1991, the Community Design Committee worked with the city to restore the building and place it in its current location in the northeast corner of the Feckley Parking Lot. The city currently maintains ownership of the Feckley Parking Lot and the Interurban Building.

### Legacy Hotel Project

The Legacy Hotel project at 257 South Court Street was recently approved by the City's Boards and Commission. During the review process, the Interurban Building was shown as unchanged and project representatives indicated that a request may be made in the future to utilize the building.

The project is currently progressing through further reviews by the Building and Engineering Departments. During these review processes, the ability to protect the Interurban Building was further considered due to the proximity of the hotel building, an adjacent raised ADA walkway, and a water meter vault.

The contractor for the Legacy Hotel project has indicated that the Interurban Building can be preserved in place, if necessary. However, it has been generally agreed by the Legacy Hotel, City Building and Engineering Departments, and the Community Design Committee that the most effective way to preserve the Interurban Building is to relocate it during construction.

### Legacy Hotel Proposal

Jason Stevenson representing the Legacy Hotel project has submitted the attached proposal for the Interurban Building.

The first part of the proposal is regarding the protection of the building. The preferred option is the temporary relocation of the Interurban Building during construction at a city-owned property or other suitable storage facility. Following construction of the Legacy Hotel, the Interurban Building would then be returned to its current location. An alternative option is to leave the building in place and construct scaffolding around the building to protect it.

The second part of the proposal is regarding use of the Interurban Building by the Legacy Hotel. Uses indicated include a potential valet station, a distribution point for tickets and information, and consideration as a transit stop. The proposal includes the Legacy Hotel's responsibility for maintenance of the building, any necessary upgrades, and security monitoring.

Medina County Historical Society (MCHS)

The MCHS has offered the temporary relocation of the Interurban Building at an MCHS-owned property. The MCHS has also stated its opposition to the Legacy Hotel using the Interurban Building and support for the continued use of the building as a public resource.

Council Consideration

City Council is being asked to consider the options noted above for the protection, location, and use Interurban Building. Timing is imperative as an adjacent water meter vault needs to be located directly adjacent to the building. If Council decides that moving the Interurban Building is appropriate, it is suggested that the building be temporarily relocated with its final location and use determined at a later date.

**Estimated Cost:** None Proposed

**Suggested Funding:**

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

**Emergency Clause Requested:** Yes

**Reason:** The Legacy Hotel project is underway and the potential relocation of the Interurban Building needs to be addressed as soon as possible for the project to move forward.

---

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

## Proposal for Temporary Relocation and Future Utilization of the Interurban Station by The Legacy Hotel of Medina

**Date:** August 20, 2024

**To:** City of Medina Finance Committee and City Council

**From:** Jason Stevenson  
Developer, The Legacy Hotel of Medina  
Founder & CEO, Autonomy Capital Group

Dear Members of the City of Medina Finance Committee and City Council,

We are excited to present our proposal for incorporating the historic Interurban Station into the operations of our new boutique hotel, The Legacy Hotel of Medina. This proposal outlines our plans to honor the rich history of the Interurban Station while utilizing it in a manner that benefits both our hotel and the broader Medina community.

### Historical Significance and Preservation

The Interurban Station, originally part of the Cleveland Southwestern & Columbus Railway, played a pivotal role in the transportation and commerce of Northeast Ohio from 1895 until its closure in 1931. The station's restoration and relocation to its current site in the Feckley parking lot on South Court St. in 1991 by the Medina Community Design Committee has preserved this important piece of local history.

---

### Temporary Relocation

As part of our commitment to preserving the historical significance of the Interurban Station, we would like to explore the possibility of temporarily relocating the structure to another city-owned property or a suitable storage facility during the construction phase of The Legacy Hotel.

### Key Benefits of Temporary Relocation:

- Enhanced Protection:** Relocating the Interurban Station to a secure location will ensure its complete protection from the potential risks associated with ongoing site planning and construction. This would mitigate the risk of accidental damage that could occur despite the best efforts to protect the structure on-site.
- Cost Efficiency:** The estimated cost to relocate the Interurban Station is potentially less than the expense of protecting it in place, which could exceed \$20,000 when considering labor and materials. By relocating the structure, we could achieve significant savings while ensuring its safety.
- Preservation of Historical Integrity:** Temporarily moving the station will allow for the necessary sitework to be conducted without the risk of compromising the station's historical integrity. Once construction is complete, the station can be returned to its original location, restored to its former glory.

**Alternative Option:**

Should the City prefer that the Interurban Station remain in its current location, there is an option to protect it on-site. This would involve the construction of scaffolding and other protective measures to shield the station from potential damage during construction. However, despite these precautions, there remains a risk of incidental damage due to the proximity of the construction activities.

**Storage Option on S Elmwood Street:**

In support of the relocation, Autonomy Capital Group offers to store the Interurban Station within a newly acquired building on S Elmwood Street. This facility provides a secure environment where the station can be safely housed for the duration of the construction period. We believe this option presents a viable solution that balances cost, safety, and the preservation of Medina's historical heritage.

**Emergency Clause Request**

Given the urgency of our construction timeline and the importance of preserving the Interurban Station, we respectfully request that an emergency clause be added to the decision regarding the station's temporary relocation or, if the structure remains in place, the immediate installation of protective scaffolding. This emergency measure is essential to ensure the station can be relocated or protected as quickly as possible, allowing us to begin the critical site work in this area without delay.

We appreciate your prompt consideration of this request and look forward to working together to ensure the preservation and protection of the Interurban Station during the development of The Legacy Hotel Medina.

---

**Proposal for Use**

1. **Preservation, Maintenance, and Financial Responsibility:** The Legacy Hotel is committed to preserving the historical integrity of the Interurban Station. We will not only ensure that the exterior and interior of the station are meticulously maintained but also take on the financial responsibility for any necessary repairs or upgrades. This includes exterior work, interior renovations, or utility services that may need to be performed to keep the station in excellent condition.
2. **Security Measures:** Our security team, along with a state-of-the-art camera system, will monitor the station 24/7 to ensure its safety and security.
3. **Historical Communication:** The rich history of the Interurban Station will be communicated to our guests through various channels:
  - o A dedicated section on our hotel website.
  - o Fact sheet cards in each hotel room.
  - o Regular features on our social media platforms and in email newsletters.
4. **Respectful Utilization for Marketing and Services:** The Legacy Hotel will respectfully utilize the Interurban Station as a unique marketing feature and as a potential location for valet services if such a service is offered. The station's historical significance makes it an ideal focal point for our marketing efforts, and its location is well-suited for providing guests with convenient valet service. Additionally, we see an opportunity to honor the station's original function by using it as a distribution point for tickets and information for Medina visitors, similar to how it served the community many years ago.

This approach will not only highlight the station's historical importance but also enhance the guest experience at The Legacy Hotel. Moreover, the station's prime location on South Court Street offers the

highest exposure, being situated on a main thoroughfare. This visibility is crucial for both the hotel and the station's role in the community. Additionally, this location is being considered as a major stop in future public transit discussions, further solidifying its importance and relevance to Medina's growth and connectivity.

**Conclusion**

We believe that temporarily relocating and incorporating the Interurban Station into The Legacy Hotel will provide a unique and valuable experience for our guests while preserving an important part of Medina's history. We are committed to honoring and maintaining the station and look forward to the opportunity to collaborate with the city on this project.

Thank you for considering our proposal. We look forward to your positive response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Stevenson', with a large, stylized flourish at the end.

Jason Stevenson  
Developer, The Legacy Hotel of Medina  
Founder & CEO, Autonomy Capital Group



**Medina County Historical Society  
206 North Elmwood Street  
Medina, Ohio 44256**



Mayor Dennis Hanwell  
City Council President John Coyne III  
Medina City Hall  
132 North Elmwood Ave.  
Medina, OH 44256

Dear Mayor Hanwell and Council President Coyne,

The Medina County Historical Society (MCHS) learned that the Medina Community Design Committee (CDC) received and rejected on August 4<sup>th</sup> a proposal from Jason Stevenson, Autonomy Capital Group to:

- Acquire the Interurban Depot for an unspecified use by the Legacy Hotel.
- Share the cost of erecting scaffolding to ensure that this artifact is protected from damage during demolition and construction of the hotel site.

In response, Charles Ramer, MCHS VP and I met last week with representatives of the City's Building, Engineering, and Planning Department at the site and learned that Engineering drawings indicate that the structure will need to be moved to tie in underground utilities.

The MCHS Board of Trustees then met August 7<sup>th</sup> and unanimously passed a resolution to offer temporary, safe storage of the Interurban building on MCHS owned property until final location is determined.

The MCHS Trustees also unanimously oppose the use of this historic artifact by the Legacy Hotel for an unspecified purpose. We support the continued use of the Interurban as a public resource and a reminder of Medina's transportation history. It is an important historic relic to preserve.

Please let us know how we can assist in the review of this proposal.

Sincerely,

Brian T. Feron

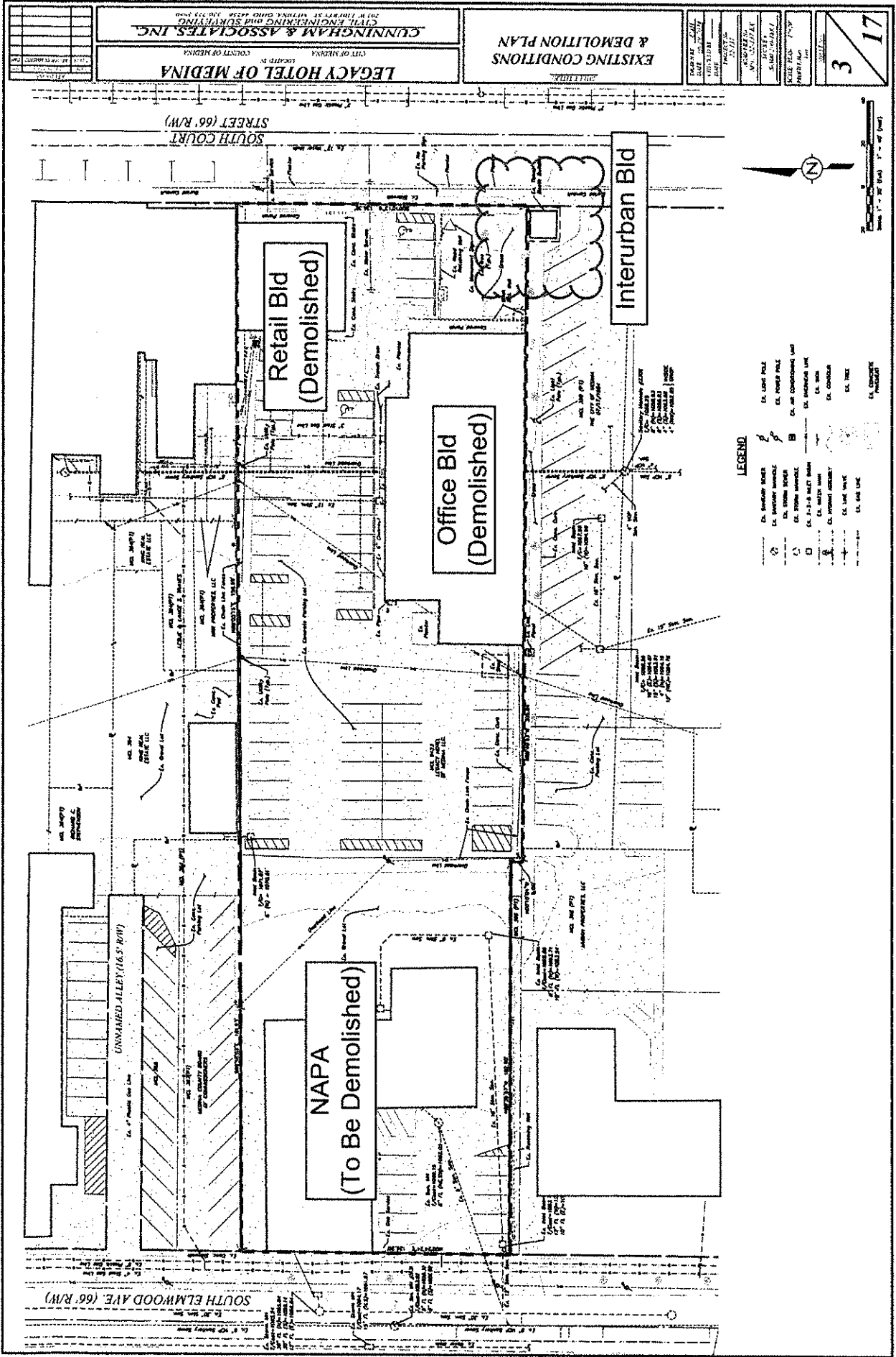
President

Medina County Historical Society

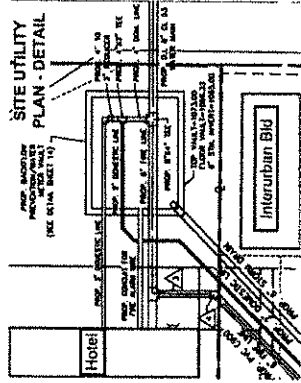
*Established 1922*  
Phone 330-722-1341 Email [MCHS@Zoominternet.net](mailto:MCHS@Zoominternet.net)  
Web: [Medinacountyhistoricalsociety.com](http://Medinacountyhistoricalsociety.com)



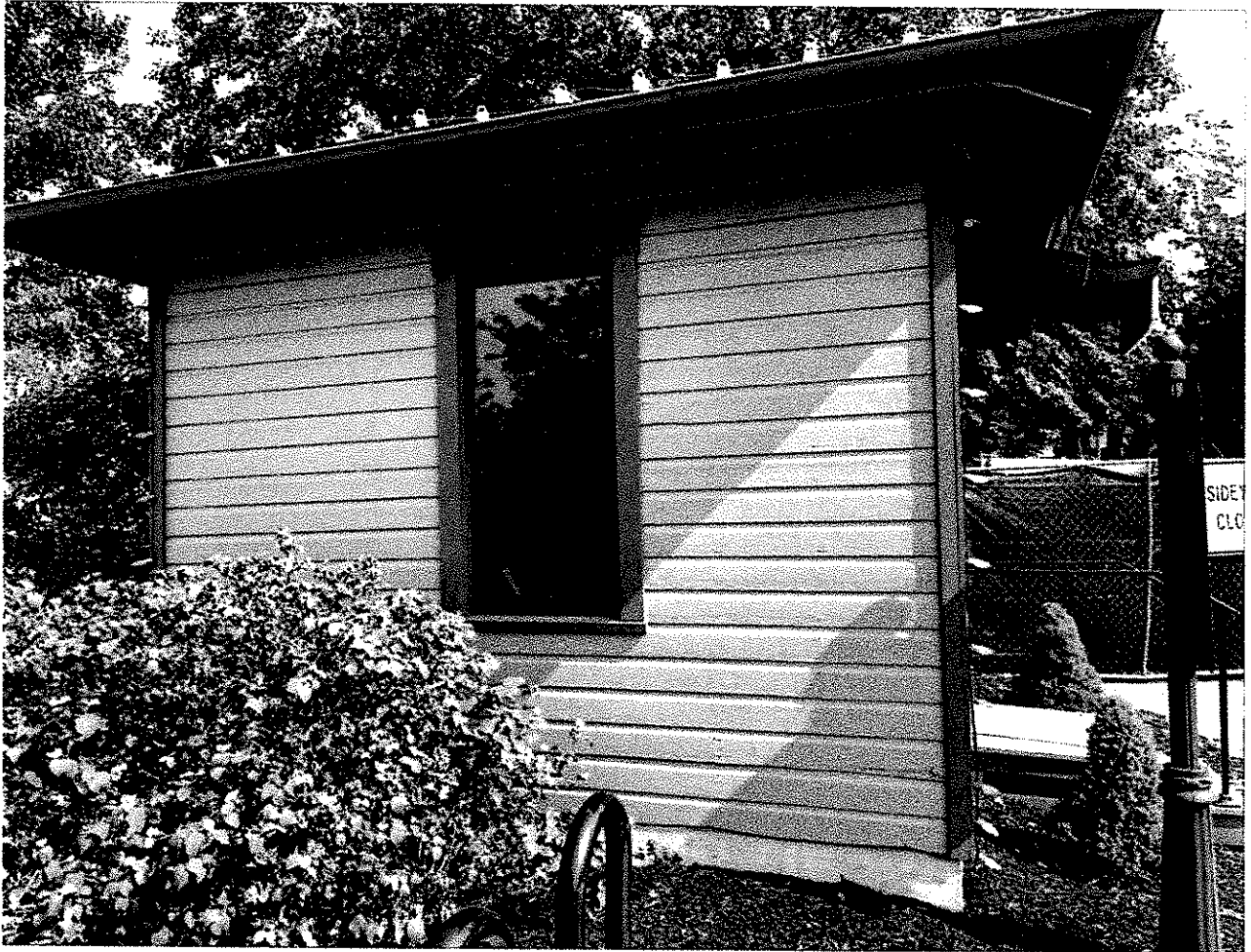
# ORIGINAL SITE



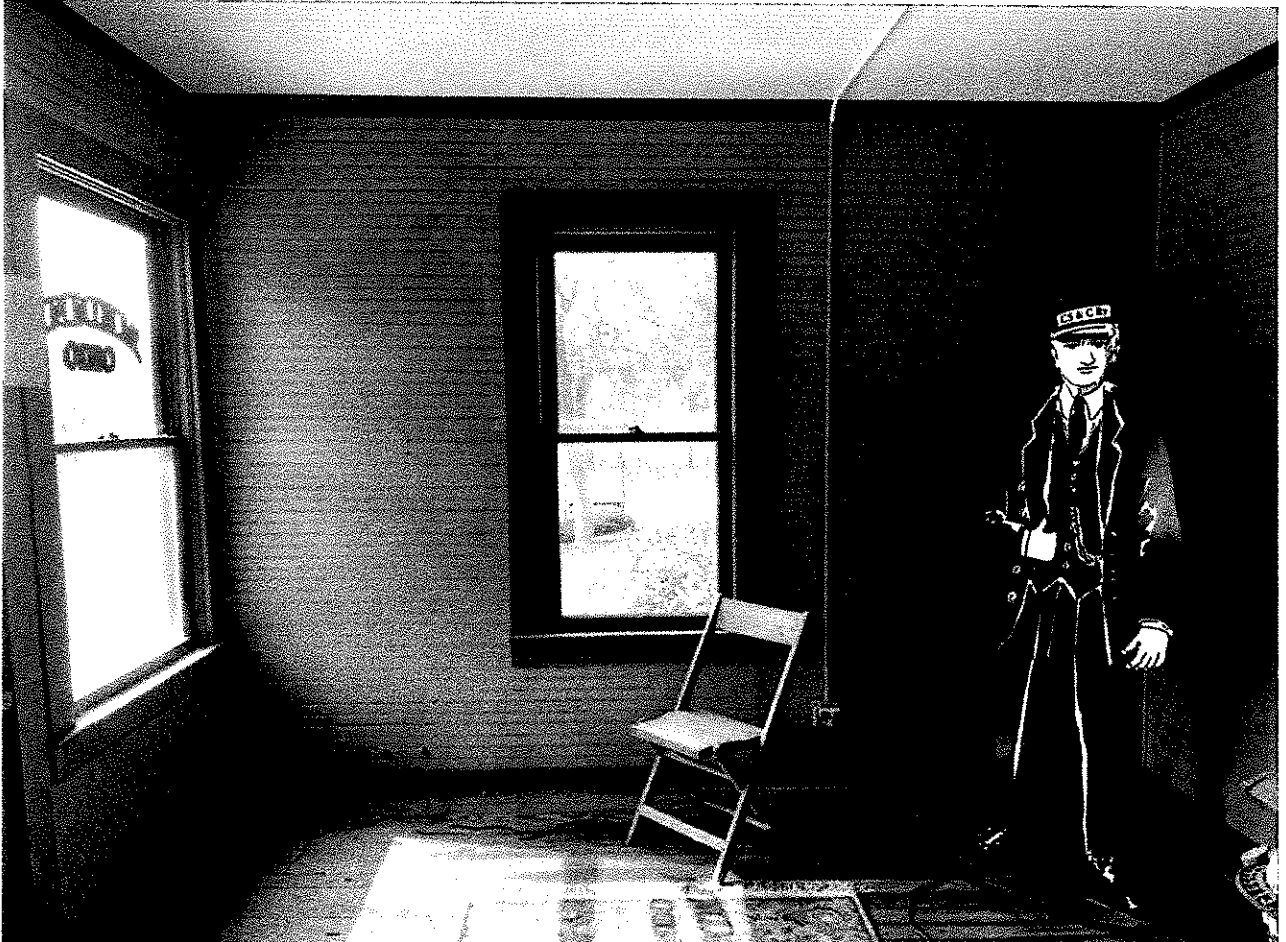
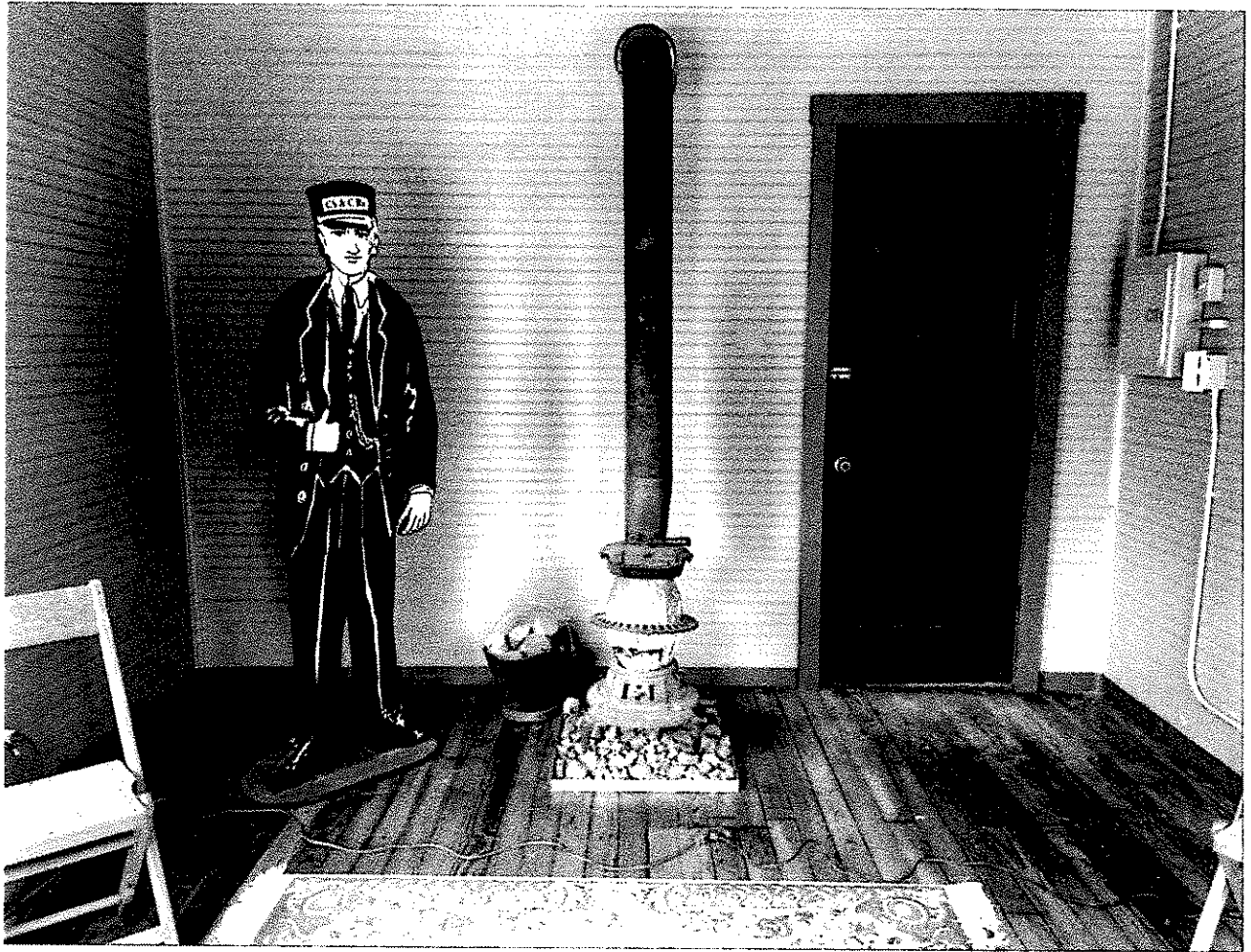














August 22, 2024

Mayor Dennis Hanwell  
City Council President John Coyne III  
Medina City Hall  
132 North Elmwood Ave.  
Medina, OH 44256

Dear Mayor Hanwell and Council President Coyne,

The Medina Community Design Committee (CDC) received and rejected on August 4<sup>th</sup> a proposal from Jason Stevenson, Autonomy Capital Group to acquire the Interurban Depot for unspecified use by the Legacy Hotel. The CDC also rejected the offer to 'share the cost' of erecting scaffolding to ensure that this artifact was not damaged during demolition and construction.

The President and Vice President of the Medina County Historical Society (MCHS) met last week with representatives of the City's Building, Engineering, and Planning Department at the site and determined:

- The Interurban could be simply removed from the foundation and electric service.
- The structure could be moved by a local towing company similar to the process used to move the War Bond Building to the MCHS South Prospect Street property.
- Engineering drawings indicate that the structure will likely need to be moved to tie in underground utilities.
- The MCHS could temporarily provide on their own property safe storage for the structure until a permanent location was determined.

The CDC supports the move of the Interurban Depot to the MCHS Society property as soon as possible to ensure that the structure is protected against damage during the construction of the Legacy Hotel.

The CDC also emphasizes their opposition to any use of the Interurban by the Legacy Hotel, and strongly encourages the City to allow this artifact to be used as a historic reminder of an important era in Medina history.

Please let us know how we can participate in this review process.

Sincerely,

A handwritten signature in cursive script that reads "Michele Nichols".

Michele Nichols, President  
Medina Community Design Committee



# REQUEST FOR COUNCIL ACTION

No. RCA 24-174-8/26

**FROM:** Grants  
**DATE:** August 12, 2024  
**SUBJECT:** Cybersecurity Grant

**Committee:** City Council *Finance*

## SUMMARY AND BACKGROUND:

The Finance Committee and City Council are requested to approve the city's application to Cyber-Ohio for an Ohio Cybersecurity Grant in the amount of \$20,000.00, to be use toward the purchase of security software and services to boost the local government's preparedness and resilience.

Local governments' cybersecurity is key to protecting Ohio. This grant funding will aid in anticipating attacks and evolving quickly to protect critical government systems and citizen data. The city is required to provide a 20% cost share.

The deadline for submitting the grant application is September 16, 2024, but this is a first-come-first-serve competitive grant, so the emergency clause is requested.

If the grant is awarded to the city, it is requested that the Mayor be authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

**Estimated Cost:** \$4,000.00

### Suggested Funding:

- sufficient funds in Account No. 388-0714-53315
- transfer needed from Account No.     to Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested:** ~~Yes, for both Finance and City Council~~

**Reason:** This a competitive State grant and needs to be submitted as soon as possible.

---

## COUNCIL USE ONLY:

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

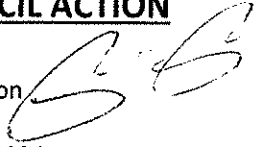
**Date:**

**REQUEST FOR COUNCIL ACTION**

OK Hammett  
8-19-24

NO. RCA 24-175-8/26

FROM: Patrick Patton



DATE: August 19, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Bids Job #1139: Airport Hangar Apron Improvements

This request is for permission to advertise, bid and award Job #1139: Airport Hangar Apron Improvements. This project will consist of removal and replacement of approximately 1,075 square yards of existing concrete pavement adjacent to a portion of the F row hangars.

We have been advised that this project qualifies to receive American Rescue Plan Act (ARPA) funding.

The total cost for this project is estimated at \$200,000.

Thank you for your consideration.

ESTIMATED COST: \$200,000

SUGGESTED FUNDING:

Sufficient Funds in Account Number: \$180,000: 171 0610 54411 (ARPA Funds)  
\$ 20,000: 547-0650-54411

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**REQUEST FOR COUNCIL ACTION**

*OK  
Pottanelli  
8-19-24*

**NO. RCA 24-176-8/26**

FROM: Patrick Patton  
DATE: August 19, 2024  
SUBJECT: Design Discussion- US 42 Resurfacing (Homestead to Lafayette)

COMMITTEE REFERRAL: Finance

The City of Medina has been awarded a total of \$902,136 in grant funds through NOACA for the resurfacing of US 42 from Homestead Street to Lafayette Street (see attached). This amount consists of 80% of the anticipated construction costs of \$1,127,670.

During the course of design, the City's consultant suggested a potential safety upgrade on US 42 (Court Street) at the Square. As shown on the attached, the proposed modification would install four (4) concrete 'bump outs' on Court Street, two at the intersection with Liberty, and two at the intersection of Washington.

The concept is that these bump outs provide protection to pedestrians crossing Court Street without impacting vehicle traffic. Installing the bump outs would provide a protected area where pedestrians can queue while waiting for the pedestrian crossing signal. Once the signal initiates, the distance a person crossing Court Street at these locations is shorter than the previous crosswalk, thus limiting the amount of time a pedestrian is in the roadway.

The consultant also provided an analysis of truck turning movements (also attached) which indicate that truck travel will not be impacted if this improvement is constructed.

We ask that Council consider this improvement for possible inclusion in the final project plans.

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

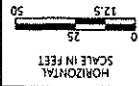
Reason:

COUNCIL USE ONLY:

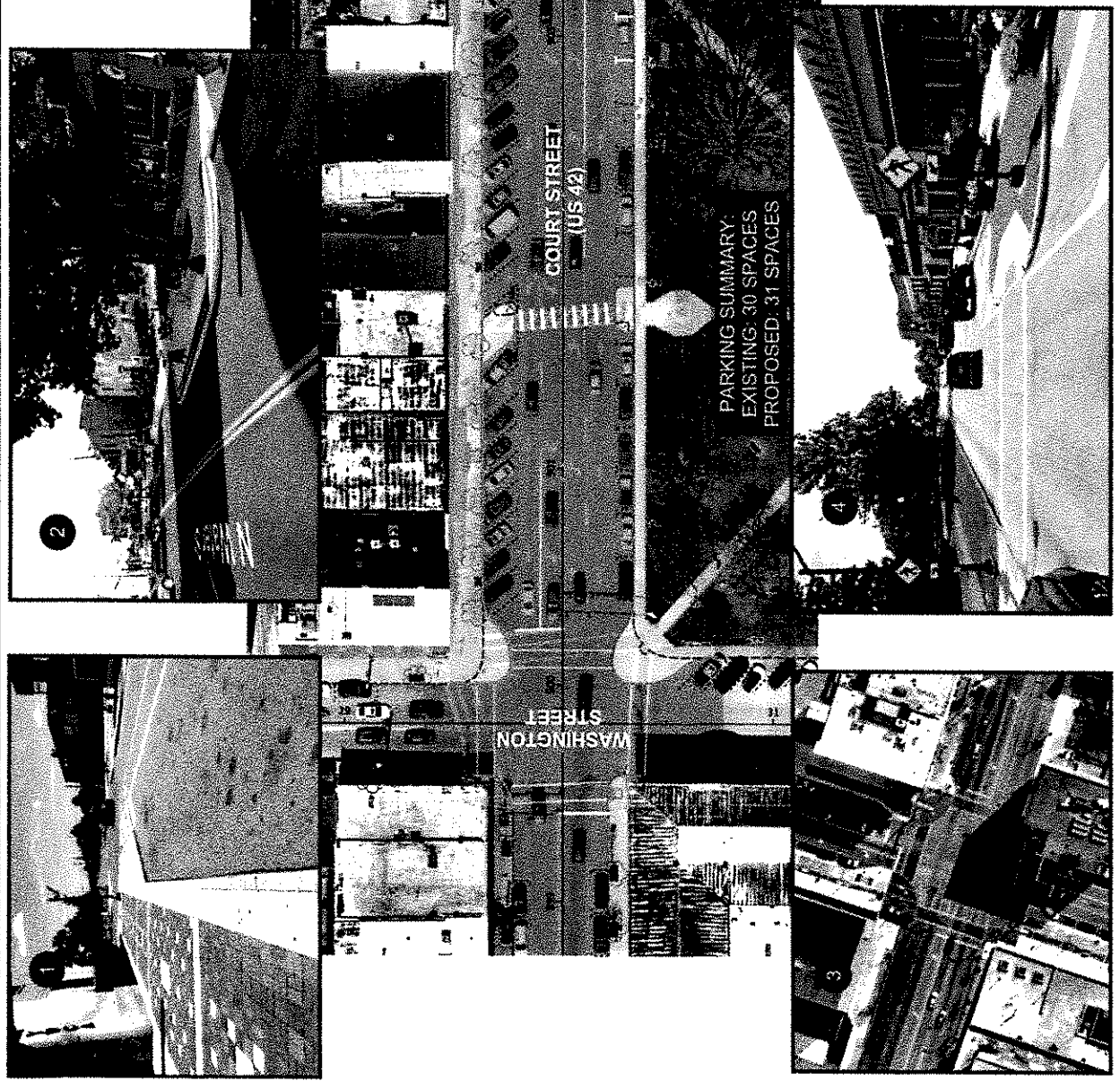
COMMITTEE RECOMMENDATION:

Council Action Taken:

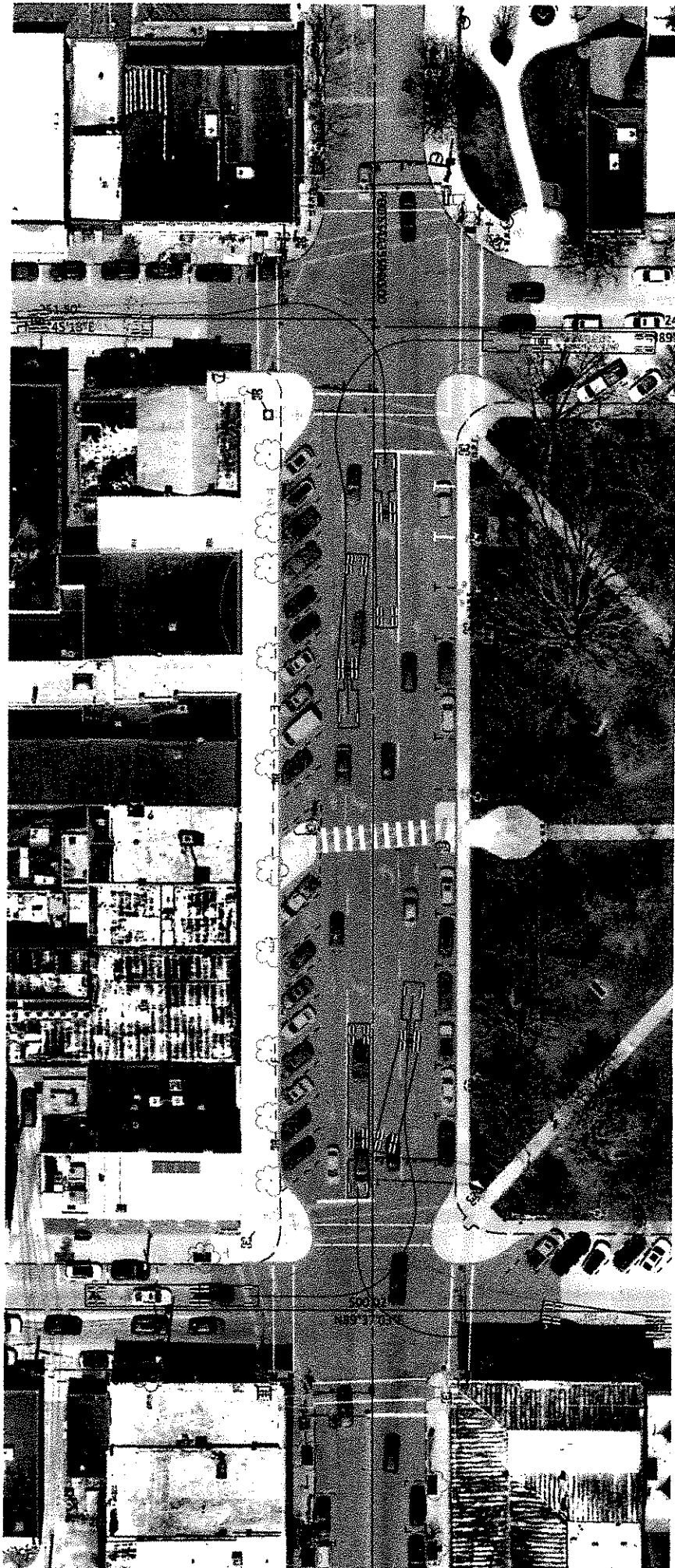
Ord./Res. Number:



- 1 City of Canton - Walnut Street
- 2 City of Kent - Water Street
- 3 City of Akron - Main Street & Market Street
- 4 City of Hudson - Main Street
- 5 City of Canton - Walnut Street



NORTH



LIBERTY

COURT ST.

WASHINGTON

**REQUEST FOR COUNCIL ACTION**

*OK  
Do Hammer  
8-19-24*

NO. REA 24-177-8/26

FROM: Patrick Patton

*GP*

DATE: August 19, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Design Discussion- N. Huntington Street Sidewalks

The City of Medina has been awarded a total of \$614,442 in grant and loan funds (\$484,442 grant; \$130,000 loan) through the Ohio Public Works Commission for the reconstruction of N. Huntington Street from West Homestead to West North Street. This amount consists of 48.4% of the anticipated construction costs of \$1,269,171.

In the block between West Union Street to West North Street, the existing sidewalks on both sides of the road abut the roadway. This was originally constructed this way because of the 33 foot wide public right of way. With this project we believe we have an opportunity to improve safety by separating the sidewalk from the pavement.

After considering several options, we are recommending that the sidewalk on the west side of the road be constructed with a 6 foot wide tree lawn. The sidewalk on the east side of the road would remain in the same location abutting the street. Please note, the City would need to acquire an easement from Union Square to complete this work.

Earlier this year we sent a survey to property owners in this block to try to gauge their interest in relocating the sidewalks (see attached). We received a total of 9 responses, 5 that supported the relocation of the sidewalks, and 4 that wanted the sidewalk layout to stay the same.

We request Council's input on the proposed sidewalk layout.

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

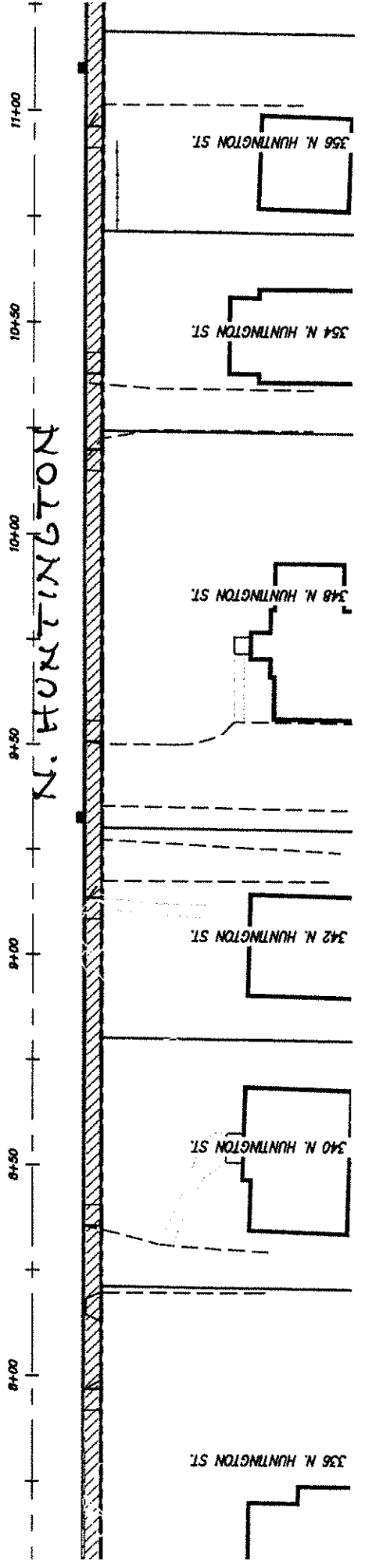
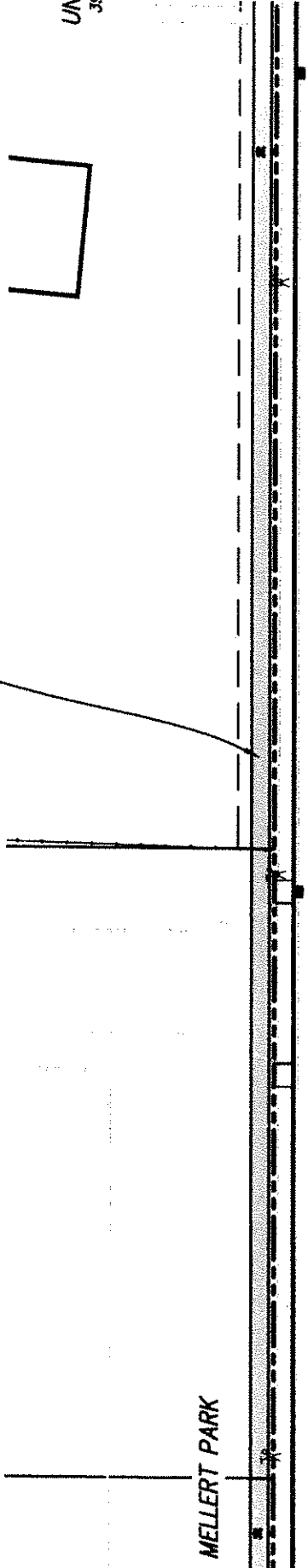
Council Action Taken:

Ord./Res. Number:

Date:

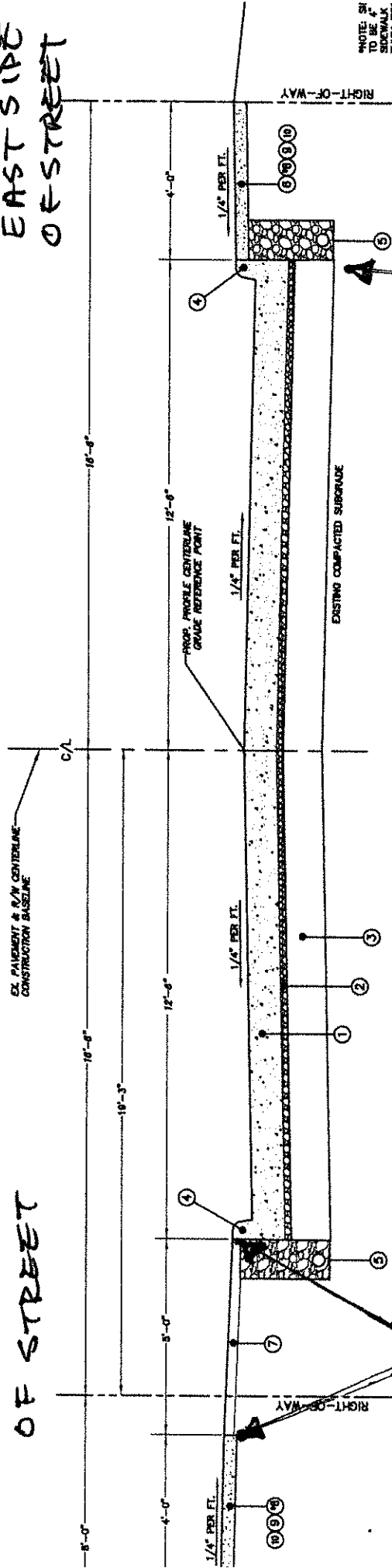
NORTH

PROPOSED 4' WIDE  
SIDEWALK WITH 5' WIDE  
TREE LAWN



WEST SIDE  
OF STREET

EAST SIDE  
OF STREET



NOTE: SEE  
TO BE 4"  
SIDEWALK  
THICK FIBRE

N. HUNTINGTON STREET  
PROPOSED TYPICAL SECTION  
(W. NORTH ST. TO W. UNION STREET)

SECTION APPLIES: STA. 8+84.75 TO 12+86.50  
TOTAL LENGTH: 601.57 L.F.

SCALE: N.T.S.

PROPOSED LEGEND

No.	MATERIAL
①	EXISTING FOUR (4) INCH THICK PLAIN CONCRETE SIDEWALK TO BE REMOVED.
②	THREE (3) INCHES OF GOOT ITEM #53 TOPSOIL FURNISHED AND PLACED, INCLUDING SEEDING, FERTILIZER AND STRAW MULCH OVER ALL DISTURBED AREAS.
③	PROPOSED FOUR (4) INCH THICK CLASS CII CONCRETE SIDEWALK INSTALLED ON TWO (2) INCHES OF GOOT TYPE 304 AGGREGATE.
④	PROPOSED SEVEN (7) INCH THICK CLASS OMS CONCRETE DRIVE APRONS INSTALLED ON TWO (2) INCHES OF GOOT TYPE 304 AGGREGATE.
⑤	EXISTING CONCRETE DRIVE APRON TO BE REMOVED.
⑥	EXISTING FOUR (4) INCH THICK PLAIN CONCRETE SIDEWALK TO REMAIN EXCEPT WHERE NOTED.

FREE  
LAWNS

NO TRELL  
LAWNS





Dennis Hanwell, Mayor

January 18, 2024

To: The Property Owners on North Huntington between W. Union and W. North

Re: North Huntington Street Reconstruction, Phase 3

Hello-

As you may know, the City of Medina will be completing a street reconstruction of North Huntington Street between West Homestead and West North Streets. This project will consist of installing new water lines and storm sewers, removal and replacement of the concrete roadway pavement, drive aprons, and installing new sidewalks in most areas. We anticipate starting this project later this year with completion in 2025.

Currently we are finishing the design and preparing the project plans. We are reaching out to the property owners in the block of North Huntington between West Union and West North to get opinions on two possible designs for the sidewalk placement. As you know, in this block the existing sidewalk abuts the roadway. We could replace the sidewalk exactly where it is now, however we think a better design would be to set it back from the roadway to match the sidewalk layout north of W. Union. This would create an approximately 3 to 4 foot wide tree lawn. We think this design is much safer for pedestrians.

Some things to consider regarding relocating the sidewalk away from the roadway:

- The reason the sidewalk currently abuts the roadway is that the public right of way is only 33 feet wide, which means with a 25 foot wide roadway, there isn't the room for a tree lawn. In order to create the tree lawn, the City would have to purchase a 4 or 5 foot wide easement from each of the affected property owners.
- At some locations, there are existing trees that would have to be removed in order to accommodate the new sidewalk layout. In these cases, the property owner would be compensated for the fair value of the tree.

As the property owners in this block, we would like to hear from you to find out your preferences. Attached is a short survey where you can list your preferred option and include any additional comments or questions you may have. For your convenience, we have included a stamped envelope for you to use to return the survey.

Thank you in advance for your cooperation, we truly want to hear your opinions. Feel free to contact me with any question or comment you may have. I can be reached by phone at (330) 721-4721; or by email at [ppatton@medinaoh.org](mailto:ppatton@medinaoh.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Patton".

Patrick Patton  
City Engineer

132 North Elmwood Ave.  
P.O. Box 703  
Medina, Ohio 44258-0703  
Phone: 330-725-8861  
Fax: 330-722-9045  
[www.medinaoh.org](http://www.medinaoh.org)

**Sidewalk Survey**

**North Huntington Street Property Owners between West Union and West North**

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Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

For the new sidewalk on North Huntington between West Union and West North Streets, please indicate which option you prefer below:

	I prefer that the sidewalks be replaced in the same location as they are now, abutting the roadway pavement.
	I prefer that the sidewalks be relocated away from the street to create a 3-4 foot tree lawn between the sidewalk and the roadway pavement. I understand that in order to build this option, the City will have to purchase easements from the affected property owners, and that some existing trees may have to be removed.

Questions, comments or suggestions:

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Thank you.

**REQUEST FOR COUNCIL ACTION**

*P. Harnwell*  
*8-21-24*

NO. RCA 24-178-8/26

FROM: Patrick Patton

DATE: August 21, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Utility Easement for Legacy Hotel project

Construction of the proposed Legacy Hotel to be located at 257 South Court will require the City to issue a utility easement to the hotel in order to allow installation of utility lines across the City owned immediately south of the proposed hotel site.

Specifically, the hotel developer is requesting an easement from the City across the northern property line of the City's Feckley parking lot. Within this easement area, the hotel will install water lines, power lines and storm sewer to service the new building.

Attached please find the easement, please note, the legal description will be prepared and submitted prior to Council approval.

Thank you for your consideration.

ESTIMATED COST: No cost

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Utility Easement

KNOW ALL MEN BY THESE PRESENTS:

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

Said easement is granted upon parcel number: 028-19A-21-240

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 359 as shown by plat recorded in Document Number TBD of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way without written consent from the Legacy Hotel Of Medina Llc; however, Grantor retains the right to

use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.

2. Grantor shall complete the installation and testing of the proposed utilities and appurtenances in accordance with the plans and/or specifications approved by the City of Medina.
3. Grantor shall replace any existing surface treatment, pavement, patio pavers, lawn, landscaping, shrubbery, or other improvements which may be damaged as a result of future maintenance, repair, or replacement of the utilities and appurtenances by the Grantee.
4. Grantor will secure and protect all permanent structures associated with the utilities in the easement area.
5. Grantor will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Grantor:

**City of Medina, Ohio**

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

Name: Dennis Hanwell

Official Title: Mayor, City of Medina, Ohio

State of Ohio )

County of Medina) SS:

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

*In testimony whereof*, I have set my hand and official seal at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Signature: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Notary Seal:

This instrument was prepared by:

Gregory Huber, Law Director, City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44256

OK Ant Howell  
8-21-24

# REQUEST FOR COUNCIL ACTION

No. RCA 24-179-8/26

FROM: Chief Walters  
DATE: 8/20/2024  
SUBJECT: Galleri - Cancer Screening

Committee Finance  
Only

## SUMMARY AND BACKGROUND:

Requesting Finance approval to participate in the Galleri Multi-cancer early detection screenings for the Medina Firefighters . Cancer is now the #1 cause of firefighter fatalities. The National Institute for Occupational Safety and Health (NIOSH) identified that firefighters have a 9% greater risk of being diagnosed with cancer and a 14% greater chance of dying from cancer than the general U.S. population.

The Grail Galleri early detection test was chosen over all other available screenings following extensive research that included published studies, national health and wellness standards and recommendations. Local cancer and general medical doctors were included in this process to provide expert and independent guidance.

Mr. Huber has reviewed and approved the contract for services. The cost is \$649 each firefighter and we will be using donated funds from the Park Foundation.

44 x 649 = \$ 28,556

New Vendor → Grail

## Suggested Funding:

- Sufficient funds in Account No. 107-0110-52226
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: To secure September 26 & 27 screening dates

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**GRAIL, Inc.**  
**TEST PURCHASE AGREEMENT**

This Test Purchase Agreement (the "Agreement") is made effective as of the date of the last signature below (the "Effective Date") by and between GRAIL, Inc., a Delaware corporation with a principal place of business at 1525 O'Brien Drive, Menlo Park, CA 94025 ("GRAIL") and Medina Fire Department, having a principal place of business at 300 W. Reagan Pkwy, Medina, Ohio 44256 ("Company"). Company and GRAIL may each be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, Company wishes to purchase GRAIL's Galleri<sup>®</sup>, a multi-cancer early detection test (the "Test") and such other laboratory tests from GRAIL from time to time (collectively, the "Laboratory Test(s)"), as more fully set forth in each applicable Test purchase specific addendum to be attached to this Agreement and incorporated herein by reference (the "Purchase Addendum");

**NOW, THEREFORE**, in consideration of the premises and the mutual promises set forth in this Agreement, and other good and valuable consideration, the exchange, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1.0 Test Purchases**

1.1 Purchase Addenda. Each Purchase Addendum will include (a) a description of the Laboratory Test(s); (b) applicable fees, and (c) any other responsibilities mutually agreed by the Parties. To the extent any terms set forth in a Purchase Addendum conflict with the terms set forth in this Agreement, the terms of this Agreement will control unless otherwise expressly agreed by the Parties in such Purchase Addendum that the conflicting terms in such Purchase Addendum will control.

1.2 Invoices. GRAIL will invoice Company and/or any applicable third party for the Laboratory Tests in each case as described in the Purchase Addendum. Invoicing will follow the delivery of the Laboratory Test results report. Company will pay each invoice within thirty (30) days of the invoice date. In addition to any other rights and remedies available to GRAIL, interest will be payable on any payments under this Agreement that are not paid when due at a monthly rate of 1.5%, or the maximum applicable legal rate, if less, calculated on the total number of days that payment is delinquent. In the event the Company fails to make payments due, GRAIL reserves the right to suspend providing Laboratory Tests and collection materials.

1.3 Payments. All payments of amounts owing to GRAIL will be made at the following account or address or such other account or address designated by GRAIL in writing:

**For electronic payment:**

Beneficiary:	GRAIL, Inc.
Beneficiary Address:	1525 O'Brien Dr. Menlo Park, CA 94025, USA
Bank Name:	Silicon Valley Bank
Bank Address:	3003 Tasman Drive Santa Clara, CA 95054, USA
Routing & Transit Number:	121140399
SWIFT Code:	SVBKUS6S
Account Number:	3303126108



**For payment by check:**  
GRAIL, Inc.  
Dept LA 25195  
Pasadena, CA 91185-5195

## **2.0 Specimens and Personal Data**

2.1 Protections. GRAIL is a Covered Entity healthcare provider under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Part 160 and Part 164 (Subparts A – E) (collectively, “HIPAA”). Any personal data about a participant in Company’s offering of the Laboratory Test that GRAIL receives directly from either (a) such participant, or (b) a healthcare professional who orders the Laboratory Test for such participant is Protected Health Information (as defined under HIPAA), exclusively governed by HIPAA, and is subject to GRAIL’s administrative, technical, and physical safeguards and applicable policies for protecting the privacy and security of Protected Health Information. The Parties will maintain records and data related to its obligations under this Agreement in accordance with applicable laws.

2.2 Collection and Rights. For Laboratory Tests collected by GRAIL’s third-party phlebotomy provider, GRAIL will ensure transfer of blood specimens from patient(s) (“Specimens”) by such third-party provider to GRAIL. As between the Parties, GRAIL will own all rights, title and interest in and to Specimens and will have sole right to use and analyze Specimens and any related Protected Health Information consistent with the permissions granted by relevant participants in connection with the Test and applicable laws. Company will have no access to Specimens and such Protected Health Information.

2.3 Inability to Process. GRAIL may not be able to process Specimens or to provide Laboratory Test results reports in certain instances, including but not limited to: (a) Specimens lost or damaged prior to delivery at GRAIL laboratories; (b) contaminated Specimens; (c) incomplete or inaccurate information on the Laboratory Test requisition form; (d) the relevant patient canceling the Laboratory Test; (e) the ordering healthcare professional canceling the Laboratory Test; and (f) shipping delays. **Specimens collected from patients who are twenty-one (21) years old or younger or who are pregnant will not be processed.**

## **3.0 Confidentiality**

3.1 Confidential Information. The Parties acknowledge that a Party (the “Recipient”) may have access to confidential or proprietary information (“Confidential Information”) of the other Party (the “Discloser”) in connection with this Agreement. In order to be protected as Confidential Information, information must be marked or confirmed in writing as such or it must be information reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. This Agreement, including its terms, including pricing, is Confidential Information. During the Term of this Agreement and for a period of five (5) years thereafter, the Recipient will hold the Discloser’s Confidential Information in confidence using at least the degree of care that is used by the Recipient with respect to its own Confidential Information, but no less than reasonable care. The Recipient will disclose the Confidential Information of the Discloser solely on a need-to-know basis to its employees, contractors, officers, directors, and representatives, under written confidentiality and restricted use terms consistent with this Agreement. The Recipient will not use the Discloser’s Confidential Information for any purpose other than exercising its rights and fulfilling its obligations under this Agreement. The Confidential Information will at all times remain the property of the Discloser. The Recipient will, upon written request of the Discloser, return to the Discloser or destroy the Confidential Information of the Discloser.

Notwithstanding the foregoing, the Recipient may maintain one copy of the Discloser's Confidential Information to be retained by the Recipient for archival purposes or if required to be retained by law.

3.2 Exceptions. Notwithstanding any provision contained in this Agreement to the contrary, the Parties' confidentiality and non-use obligations shall not apply to: (a) information that, at the time of disclosure to the Recipient, is in the public domain through no breach of this Agreement or breach of another obligation of confidentiality owed to the Discloser by the Recipient, (b) information that, after disclosure hereunder, becomes part of the public domain by publication or otherwise, except by breach of this Agreement or breach of another obligation of confidentiality owed to the Discloser by the Recipient; (c) information that was in the Recipient's possession at the time of disclosure by the Discloser unless subject to an obligation of confidentiality or restricted use owed to the Discloser; (d) information that is independently developed by or for the Recipient without use of or reliance on Confidential Information of the Discloser, or (e) information that the Recipient receives from a third party where such third party was under no obligation of confidentiality to the Discloser with respect to such information.

3.3 Required Disclosures. The Recipient may disclose Confidential Information of the Discloser as required by court order, operation of law, or government regulation; provided that, the Recipient promptly notifies the Discloser of the requirement prior to disclosure, uses diligent and reasonable efforts to limit the scope of such disclosure or obtain confidential treatment of the Confidential Information if available, and allows the Discloser to participate in the process undertaken to protect the confidentiality of the Discloser's Confidential Information.

#### **4.0 Indemnification and Limitation of Liability**

4.1 Indemnification. Each Party hereby agrees to defend, hold harmless and indemnify the other Party and its officers, directors, employees, agents, representatives, and affiliates from and against any and all liabilities, expenses, damages and/or losses (including without limitation reasonable legal expenses and attorneys' fees) resulting from any third-party claim to the extent arising out of (a) the material breach by the indemnifying Party or its officers, directors, employees, agents, or representatives of its obligations under this Agreement, (b) the gross negligence or willful misconduct of the indemnifying Party or its officers, directors, employees, agents or representatives in the performance of its obligations under this Agreement, or (c) any failure by the indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligation under this Agreement.

4.2 Indemnification Procedure. To be eligible to be indemnified hereunder, the indemnified Party will provide the indemnifying Party with prompt notice of the third-party claim giving rise to the indemnification obligation pursuant to this Article 4 and the right to control the defense (with the reasonable cooperation of the indemnified Party) and settlement of any such claim; provided, however, that the indemnifying Party will not enter into any settlement that admits fault, wrongdoing or damages without the indemnified Party's written consent. The indemnified Party will have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the indemnifying Party.

4.3 Limitation of Liability. THE LIABILITY AND OBLIGATIONS OF GRAIL, AND THE REMEDIES OF COMPANY, UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO REPEATING ANY LABORATORY TESTS FOR WHICH A RESULT CANNOT BE GENERATED OR, AT THE SOLE OPTION OF GRAIL, NOT BILLING COMPANY FOR SUCH LABORATORY TESTS. ANY CLAIMS BY COMPANY REGARDING THE LABORATORY TESTS MUST BE REPORTED IN WRITING TO GRAIL WITHIN THIRTY (30)

DAYS AFTER THE DISCOVERY THEREOF, AND IN ANY EVENT WITHIN ONE YEAR FROM THE PERFORMANCE OF SUCH LABORATORY TESTS BY GRAIL, OR SUCH CLAIMS WILL BE DEEMED WAIVED. IN NO EVENT WILL GRAIL BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) OF COMPANY OR OF ANY THIRD PARTY. GRAIL'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY COMPANY TO GRAIL UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

## **5.0 Term and Termination**

5.1 Term; Non-Renewal. This Agreement will commence on the Effective Date and continue in effect for an initial one (1) year period ("Initial Term") and will automatically extend for two (2) additional one (1) year periods (each, a "Renewal Term") unless earlier terminated by Company providing written notice of non-renewal during the thirty (30) day period ending on the last day of the Initial Term or the first Renewal Term.

5.2 Termination. This Agreement may be immediately terminated by either Party upon written notice, if the other Party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the non-breaching Party. This Agreement may be terminated by GRAIL, without cause, upon thirty (30) days' prior written notice to Company.

5.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Company will make payment to GRAIL for any Laboratory Tests results reports delivered, including those provided after the termination or expiration date for Laboratory Tests ordered prior to such date (other than those for which GRAIL has agreed in the Purchase Addendum to invoice any third party). In addition, Company will return any Collection Materials it possesses as of the expiration or termination date back to GRAIL.

5.4 Survival. Expiration or termination of this Agreement for any reason will not affect either Party's rights or obligations which, at the time of such expiration or termination, have already accrued to such Party. In addition, the obligations of the Parties contained in Articles 3, 4, and 6 and Sections 2.2, 5.3, and 5.4 hereof will survive expiration or termination of this Agreement.

## **6.0 Miscellaneous**

6.1 Force Majeure. In the event either Party will be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, pandemic, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or cause beyond such Party's reasonable control, then performance of such act will be excused for the period of such delay, and the affected Party will receive time to perform the act equal to the period of delay. Notice of the start and stop of any such force majeure will be promptly provided to the other Party, and the affected Party will use commercially reasonable efforts to end the delay and resume performance under this Agreement as soon as reasonably practicable.

6.2 Notices. Every notice or other communication required or permitted under this Agreement or by applicable laws will be in writing and will be deemed to have been delivered and received (a) when personally delivered, (b) on the seventh (7<sup>th</sup>) business day after which sent by registered or certified mail, (c) by email with confirmation by the recipient confirming such email has been received and reviewed, or (d) on the third (3<sup>rd</sup>) business day after the business day on which deposited with a regulated public

carrier (e.g., FedEx) for overnight delivery (receipt verified), addressed to the Party as specified in this Section.

For GRAIL  
GRAIL, Inc.  
1525 O'Brien Drive  
Menlo Park, CA 94025  
Attn: Legal  
Email: legalnotice94025@grailbio.com

For Company  
Medina Fire Department  
300 W. Reagan Pkwy  
Medina, Ohio 44256  
Attn: Dennis Hanwell  
Email: dhanwell@medinaoh.org

6.3 Public Relations Activities; Use of Name. Following execution of this Agreement, Company and GRAIL will discuss strategic public relations activities to support publicly announcing the execution of this Agreement, which may include a joint press release. The content and timing of any press release will be mutually agreed upon by the Parties and approved by each Party's corporate communications team. Each Party's corporate name, logo, trademark, or product name(s) may be used only with such Party's prior written consent for such use on each occurrence.

6.4 Compliance with Laws. Each Party will comply with all applicable state and federal laws and regulations in the performance of this Agreement.

6.5 Governing Law and Venue; Arbitration. The Parties agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement, or the making, interpretation, construction, performance or breach hereof, will be finally settled by binding arbitration under the then current rules of the Judicial Arbitration and Mediation Services (JAMS) by three (3) arbitrators, one appointed by each Party and the third being mutually agreed upon by the Parties in accordance with such rules. The arbitrators may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrators will be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitrators' decision in any court of competent jurisdiction. Without limiting the foregoing, each Party shall also have the right to seek injunctive relief for any violation or threatened violation of Section 3.

6.6 Severability; Waiver. If any one or more provisions of this Agreement will be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the Parties' original intent. Waiver or forbearance by either Party or the failure by either Party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law, will not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

6.7 Entire Agreement; Amendments. This Agreement, including all Purchase Addenda, represents the complete and entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter. No changes or modifications of this Agreement or any Purchase Addendum will be deemed effective unless in writing and executed by the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

**GRAIL, INC.**

**MEDINA FIRE DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## PURCHASE ADDENDUM NO. 1

This Purchase Addendum No. 1 ("Purchase Addendum No. 1") is intended to supplement and be read together with the Test Purchase Agreement by and between Medina Fire Department ("Company") and GRAIL, Inc. ("GRAIL") effective as of the date of the last signature below (the "Agreement"). This Purchase Addendum No. 1 is incorporated herein to the Agreement by this reference. All capitalized terms not defined in this Purchase Addendum No. 1 will have the meanings given to them in the Agreement. This Purchase Addendum No. 1 will remain in effect until expiration of the Agreement, unless the Agreement is earlier terminated as provided therein.

### 1.0 The Offering

1.1 Scope. The Test will be made available as an offering (the "Offering") to U.S.-based firefighters (active, retired only) and their spouses ("Eligible Participants").

1.2 Implementation. Eligible Participants who request a Test (whether or not a Test is authorized, a "User") will have their requests reviewed by third party healthcare professionals under the direction and control of GRAIL's telemedicine or, as applicable, onsite provider (each a "Healthcare Professional"). The Healthcare Professional will, for Users for whom a Test request is authorized, be responsible for ordering the Test via a Test requisition form. GRAIL will also arrange for a phlebotomy provider who can assist with Specimen collection.

1.3 Determination of Use Criteria. GRAIL intends the Test for use in adults with an elevated risk for cancer, such as those aged 50 or older. Company is solely responsible for determining the age, risk factors, and any other criteria required for those whom the Test may be ordered by a Healthcare Professional. Company acknowledges that GRAIL has not yet examined the performance of the Test in all elevated cancer risk populations included in the criteria and performance of the Test could vary in those populations, which may result in a decreased cancer signal detected rate in those aged under 50. Company acknowledges the cancer signal detected rate for those under age 50, regardless of other factors contributing to an elevated risk for cancer, may be lower than those aged 50+.

1.4 Test Processing. GRAIL will process the Specimen collected for the Test and provide a Test results report for each Test ordered to the Healthcare Professional who issued the Test requisition form to GRAIL, unless the Test is canceled, or the Specimen is unable to be processed. In the event that GRAIL is unable to generate a Test results report for a User, GRAIL will notify the Healthcare Professional in a timely manner. GRAIL's contracted telemedicine provider's Healthcare Professionals will be solely responsible for delivering and communicating the Test results report to Users.

1.5 Collection Materials. GRAIL or its designee will deliver or otherwise make available the kits necessary for collection of the Specimens for Users for whom a Test has been authorized. If GRAIL determines, in its sole discretion, that Company has breached the terms of the Agreement or this Purchase Addendum No. 1, GRAIL reserves the right, in addition to the other remedies available hereunder, to cease the provisioning of kits.

1.6 Onsite Testing. GRAIL and Company agree to perform at least one onsite offering of the Test, at a mutually agreed location and time ("Onsite Testing Events"). Onsite Testing Events will be conducted in a manner that safeguards patient privacy in a manner consistent with applicable law. Notwithstanding the foregoing, GRAIL may determine not to provide Onsite Testing Events if GRAIL determines in its sole discretion that (a) applicable law in the location would make such an Onsite Testing Event infeasible, or (b) an Onsite Testing Event cannot be conducted in a manner that complies with

applicable law. Company acknowledges that neither GRAIL nor its third-party providers will verify whether any individual seeking the Test is an Eligible Participant, and Company agrees that Company nonetheless remains responsible for payment with respect to any Test results report delivered as a result Onsite Testing Events.

1.7 Access to the Offering. Company and GRAIL may agree to utilize the eligibility file method and/or Galleri Key method (each as further described below) to provide Eligible Participants access to the Offering.

(a) Eligibility File and Data. If the Parties agree to use the eligibility file method, Company will provide GRAIL with eligibility files, in accordance with GRAIL's specifications for format and transmission method and such other requirements provided by GRAIL in writing, necessary for GRAIL to verify whether an Eligible Participant (based on the eligibility criteria determined by Company) may participate in the Offering, and GRAIL, itself or through a third-party, will process the eligibility files to perform such verification and GRAIL may utilize such eligibility file information for other activities in support of the Offering, including any business review for Company, other Company requests for reporting or analytics, and any communications activities described herein or in the communications plan. If Company requires use of a Company-specific eligibility file format or transmission method, additional approvals and fees may apply. Company agrees to timely provide GRAIL with accurate eligibility files prior to the agreed upon launch of the Offering and at the frequency mutually agreed upon by the Parties. Any eligibility file data and other personal data provided to GRAIL by Company is Confidential Information of Company.

i. Company acknowledges and agrees that GRAIL does not perform eligibility verification at the time of invoicing and Company agrees that Company remains responsible for payment with respect to any Test results report delivered regardless of whether the applicable patient remains an Eligible Participant at the time of invoicing.

ii. Company represents and warrants that, prior to the transfer of and GRAIL's use of any Eligible Participants and/or Users' personal information (including such information in the eligibility files), Company has or will obtain from its Eligible Participants and/or Users any and all necessary rights, consents, and authorizations required by applicable law in order for Company to collect any and all data and information in the eligibility files, to transfer such data and information to GRAIL, and for GRAIL to use such data and information in support of the Offering, including for the purpose of Direct Communications.

(b) Galleri Key (Eligibility File Replacement). If the Parties agree to use the Galleri Key method, GRAIL will generate and provide to Company unique alphanumeric codes necessary for Eligible Participants to access GRAIL's contracted independent telemedicine healthcare provider to have a Test request reviewed by a Healthcare Professional ("EFR Galleri Key").

i. Company acknowledges and agrees that GRAIL will not verify whether an individual using an EFR Galleri Key is an Eligible Participant, and further, that neither the Healthcare Professional nor GRAIL's contracted telemedicine provider will review Test orders to confirm eligibility other than the Healthcare Professional utilizing his/her own medical and clinical judgment in determining whether to order the Test (for example, no review will be performed to determine whether an individual seeking the Test is enrolled in a specific health plan even if that is a requirement for participation in the Offering). Company agrees that Company remains responsible for payment with respect to any Test results report delivered as a result of use of an EFR Galleri Key, regardless of whether, for example, the applicable patient is an Eligible Participant at the time of invoicing.



ii. Each EFR Galleri Key becomes active for use upon delivery to the Company or, as applicable, delivery by GRAIL to Eligible Participants. All unused EFR Galleri Keys expire at midnight 11:59 PT on the earlier of: (a) the date or the number of days after the delivery of the EFR Galleri Key that the Parties have agreed in writing for that specific distribution of EFR Galleri Keys; or (b) the termination of the Agreement. Company will cease distribution of the EFR Galleri Key (if Company is distributing) and agrees that GRAIL may cease distribution (if GRAIL is distributing) and deactivate all EFR Galleri Keys in the event the Agreement is terminated for any reason or if Company violates any terms of the Agreement. If Company is distributing EFR Galleri Keys, Company will promptly disclose any eligibility requirements and will be responsible for ensuring that EFR Galleri Keys are distributed only to persons consistent with Company-determined eligibility requirements. Company will include the expiration date of the EFR Galleri Key on any instrument used to distribute the EFR Galleri Key (e.g., email, cards, etc.). Company will not export any EFR Galleri Key for use outside the United States, and acknowledges that Test orders from outside the United States will be refused.

(c) If Company desires to make changes to eligibility criteria for the Offering, including to enable any individual attending an Onsite Testing Event who is not an Eligible Participant to access the Offering, only Company's designated principal contact, \_\_\_\_\_, may authorize such changes to eligibility criteria and, in such cases, such authorization will be made in writing and Company is solely responsible for any such changes.

1.8 Company-Provided Services. GRAIL and Company may agree, on a case-by-case basis for any Onsite Testing Events, for Company to provide third party healthcare professionals for Test request review and ordering and/or phlebotomy services for Specimen collection. GRAIL will have no responsibility for such service providers and disclaims any liability resulting from performance of such Company-provided service providers. For each Test ordered by Company-provided healthcare professionals, Company will ensure use of GRAIL's TRF and entry of the correct partnership program code in the "Billing Information" section of TRF(s) submitted for Company's account and pricing set forth herein.

## 2.0 Payments; Schedule

2.1 Payment: GRAIL will process the Test at a charge of \$649 per Test for Eligible Participants. It is understood that for Tests ordered for Eligible Participants, Company will be responsible for \$649 of the Test price.

2.2 Payment Schedule: GRAIL will invoice Company on a calendar month basis for all Test results reports delivered in the preceding calendar month. GRAIL will invoice Users directly. User invoices are due within thirty (30) days of User's receipt of invoice. For avoidance of doubt, to the extent any Tests were ordered for a User during the term of this Purchase Addendum No. 1, Company will pay such amount for each Test even if the Test results report is delivered after the termination of this Purchase Addendum No. 1. Company will be solely responsible for compensating GRAIL for the Test, and GRAIL will not be required to seek any amounts from any Healthcare Professional or patient.

For a Test requisition form ("TRF") marked "Other," GRAIL will invoice Company on a calendar month basis for all Test results reports delivered to Company in the preceding calendar month; or, if a partnership program code is entered for First Responder Pricing, the third party that is associated with that partnership program code. For TRFs marked as "Patient Self-Pay," GRAIL will invoice patients directly. Company may choose to restrict the billing method for Test results reports delivered by checking the appropriate box below, subject to the following: *In order to comply with state billing laws for Test orders received from*

*Healthcare Professionals in NY and RI, GRAIL will always bill the patient directly, regardless of the selection on the TRF or checkbox below, or request by the Company to the contrary.*

*You are not required to check a box below. If you are checking a box below, then by doing so you authorize and instruct GRAIL to instruct its third-party billing services provider to program your account to override any TRF requests that are marked with a bill to-type other than the method chosen below; and further you represent and warrant that you have the legal authority to act on behalf of Company to authorize and instruct GRAIL to do so.*

- Bill to:**       **Company only (for states other than NY and RI)**  
 **Patient only**

*If you are signing on behalf of the Company, you represent and warrant that you: (1) have full legal authority to bind the Company to these terms and conditions; (2) have read and understood the TPA and Purchase Addendum; and (3) agree to this Purchase Addendum on behalf of the Company. If you do not have the legal authority to bind the Company, do not sign this Purchase Addendum.*

GRAIL and Company concur with the above and Company authorizes GRAIL, and GRAIL agrees, to begin this Purchase Addendum No. 1, each by signing in the space provided below.

**GRAIL, INC.**

**MEDINA FIRE DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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


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

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

**REQUEST FOR COUNCIL ACTION**

*OK  
Dr. Hansen  
8-19-24*

NO. RCA 180-8/26

FROM: Patrick Patton   
DATE: August 19, 2024  
SUBJECT: Amend Ordinance 95-23

COMMITTEE REFERRAL: Finance

This request asks Council to modify Ordinance No. 95-23 by increasing the estimated amount by \$2,750 (from \$42,000 to \$44,750).

Ordinance No. 95-23 authorized an agreement with iamGIS to provide Geographic Information Services for the City. The original agreement was for a term of three years. We are requesting this increase in order to obtain enhanced imagery for our GIS software. Specifically, iamGIS will provide enhanced background satellite imagery (Eagle View).

The enhanced imagery will be provided for the remainder of the City's 3 year term.

Thank you for your consideration.

ESTIMATED COST: \$2,750.00

SUGGESTED FUNDING:

Sufficient Funds in Account Number: \$2,750 in 108-0610-54411

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

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COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**ORDINANCE NO. 95-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH IamGIS FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES FOR THE CITY OF MEDINA.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an agreement with IamGIS for GIS Services for the City of Medina.
- SEC. 2:** That a copy of the agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover this expenditure in the estimated amount of \$42,000.00 are available in Account No. 108-0610-53321.
- SEC. 4:** 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. 5:** 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. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** May 22, 2023

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** May 23, 2023

**SIGNED:** Dennis Hanwell  
Mayor