

# **FINANCE COMMITTEE AGENDA**

## **July 14, 2025**

### **Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 25-143-7/14 – MOU w/ MMHA for Environmental Review
3. 25-144-7/14 – Grant Application, CPD – Police Dept.
4. 25-145-7/14 – Community Correction Grant Application (CCA2) – Muni Court
5. 25-146-7/14 – Budget Amendments
  - a. #2025-027
6. 25-147-7/14 – Purchase 2025 John Deere Gator – Street Dept.
7. 25-148-7/14 – Increase Exp. P.O. #2025-338 – Dynamerican – Service Dept.
8. 25-149-7/14 – Accept two (2) Easements – W. Smith Water Line
9. 25-150-7/14 – Grant Application w/ OPWC
10. 25-151-7/14 – Bids, Medina Street Bridge Replacement – Job #1137
11. 25-152-7/14 – JAG Grant – Police Dept.
12. 25-153-7/14 – Discussion – Medina Municipal Court Renovation Project
13. 25-154-7/14 – Contract w/ FitOn Health – MCRC
14. Executive Session: (land acquisition)

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

### **Finance Committee**

- 25-143-7/14 – MOU with MMHA Environmental Review
- 25-144-7/14 – Grant Application – Community Policing Development – DOJ – Police
- 25-145-7/14 – Community Corrections Grant (CCA2) – Municipal Court
- 25-146-7/14 – Budget Amendments
- 25-147-7/14 – Purchase 2025 John Deere Gator – Street Dept.
- 25-148-7/14 – Increase P.O. #2025-338 – Dynamerican – Service Dept.
- 25-149-7/14 – Accept two (2) Easements – W. Smith Water Line
- 25-150-7/14 – Grant Application – OPWC
- 25-151-7/14 – Bids, Medina Street Bridge Replacement – Job #1137
- 25-152-7/14 – 2025 JAG Grant – Police Dept.
- 25-153-7/14 – Discussion – Medina Municipal Court Renovation Project – Job #1104
- 25-154-7/14 – Fitness Partnership Contract w/Peerfit, Inc. dba FitOn Health – MCRC

7/14/25

## REQUEST FOR COUNCIL ACTION

No. RCA 25-143-7/14  
Committee: Finance & Council

FROM: Andrew Dutton

DATE: 7/7/25

SUBJECT: City Acting as the Responsible Party for MMHA Environmental Review

### SUMMARY AND BACKGROUND:

The Medina Metropolitan Housing Authority (MMHA) has acquired land and received Planning and Building approval for an 11-unit multi-family residential building designed for individuals at risk of homelessness at 881 Lafayette Rd.

The project, "The Lafayette", will utilize a Community Project Funding (CPF) grant through the U.S. Department of Housing and Urban Development (HUD). The grant requires an environmental review to be completed for the site. MMHA has contracted with August Mack Environmental, Inc. to conduct the review, and the executive summary has been included with this RCA.

While nonprofit organizations may receive CPF grants, only a local government or the state may serve as a "responsible entity" for an environmental review. City staff met with a representative from HUD, who confirmed that MMHA cannot be the responsible entity for the environmental review, and the responsible party is most often the city where the project is located. As such, MMHA is requesting that the City of Medina act as the responsible entity for the environmental review. The responsible entity must place a notice for public comment regarding the environmental review and be included on HUD's request for release of grant funds.

A draft MOU has been drafted regarding the city acting as the responsible entity. Final approval will be subject to the review of the Law Director.

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 Finance and Council Same Night

Reason: The CFP grant through HUD requires that the environmental assessment must be submitted with a responsible party. The project needs to progress to meet funding deadlines and the environmental assessment documentation needs to be submitted as soon as possible.

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Ord 127-25  
7-14-25

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

881 Lafayette Road

Medina, Ohio 44256

August Mack Project Number: JY2055.712

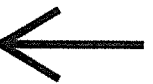
### 1.0 EXECUTIVE SUMMARY

August Mack Environmental, Inc. (August Mack) has completed a Phase I Environmental Site Assessment (ESA) of the subject property located at 881 Lafayette Road in Medina, Medina County, Ohio (hereafter referred to as the "subject property"). The Phase I ESA was conducted in accordance with the Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) Rule and American Society of Testing and Materials (ASTM) Standard E1527-21 (Standard Practice for Environmental Site Assessments). At the time of inspection, the subject property encompassed one (1) 1.08-acre parcel, consisting of vacant land with overgrown vegetation.

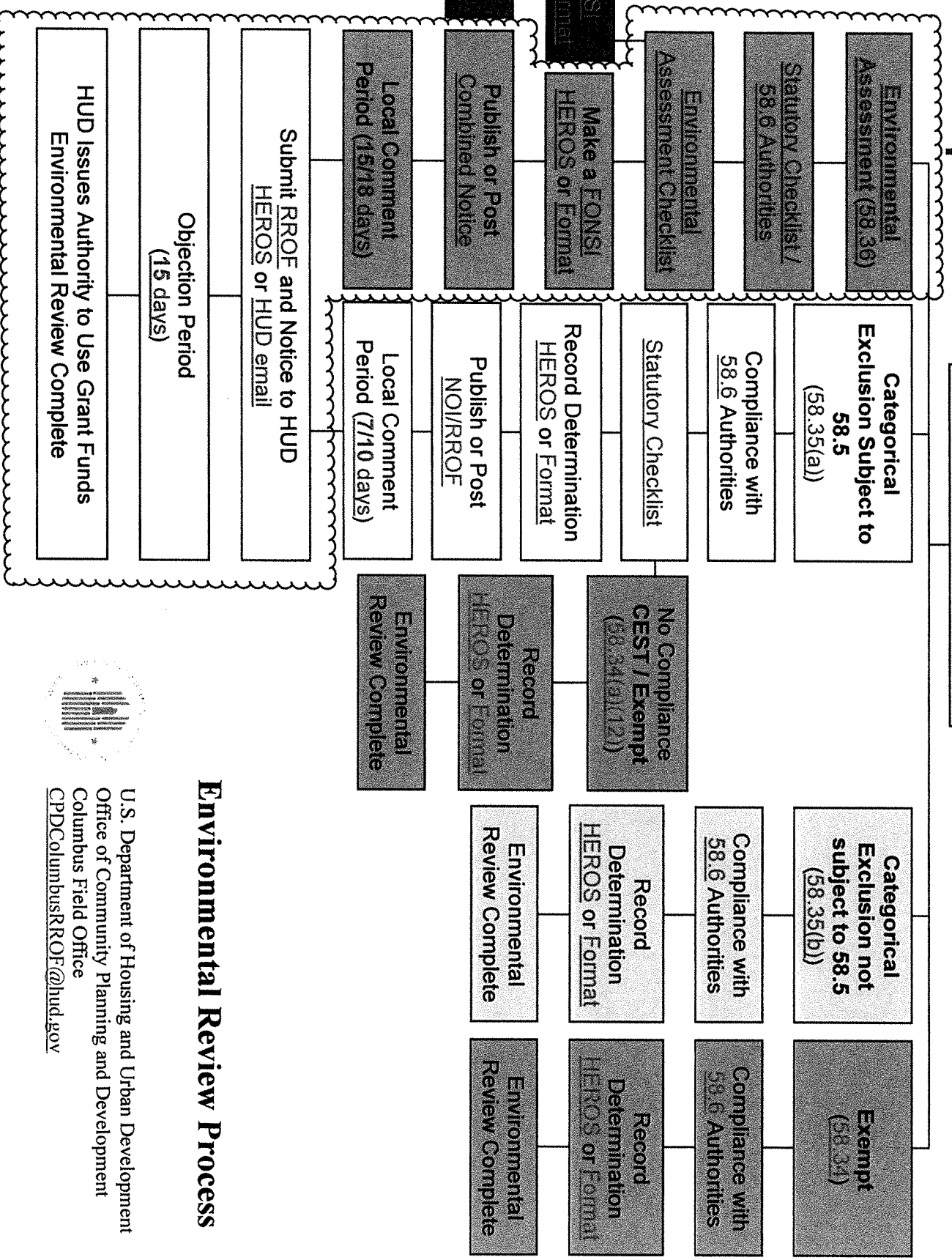
Historical records indicate the subject property was agriculturally developed by 1938 and remained so until approximately 1951, by which time it had been improved with a residence and driveway on the northeast corner. The subject property remained relatively unchanged until 1994, when the residence was razed and the subject property became overgrown with vegetation, similar to its current condition. The subject property was not listed on any local, state, or federal regulatory databases searched by Environmental Data Resources, Inc. (EDR).

Surrounding properties were primarily agriculturally developed with sparse residential development by 1938. By 1962, the west adjoining property was residentially developed, while properties to the southwest of the subject property were commercially/industrially developed. By 1994, the west adjoining property was commercially redeveloped, and by 2000 the north adjoining properties were improved with a juvenile detention center and the Medina County Jail, while the south adjoining properties were developed with single-family dwellings. The surrounding area reached its current configuration by 2003, when the east adjoining property became commercially developed. None of the surrounding properties were determined to pose an environmental concern to the subject property.

Based on the findings of this assessment, August Mack did not identify any evidence of Recognized Environmental Conditions (RECs), Controlled RECs (CRECs), Historical RECs (HRECs), or significant data gaps in connection with the subject property.



**Project Aggregation (58.32)**  
Define Projects for Review



## Environmental Review Process

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Columbus Field Office  
[CPDColumbusRROF@hud.gov](mailto:CPDColumbusRROF@hud.gov)



## Overview

Source: HUD  
Columbus Field Office

- Community Project Funding (CPF) grants are awarded by Congress and administered by the U.S. Department of Housing and Urban Development (HUD).
- CPF grants are subject to HUD's environmental review regulations at 24 CFR Part 58, and CPF grant funds can be used to pay for environmental review expenses.
- While different types of organizations may receive CPF grants, only a local government or the state may serve as a "responsible entity" for an environmental review conducted under 24 CFR Part 58.
- CPF recipients that are not units of government (e.g., nonprofit organizations, public housing authorities, etc.) may request that your local government act as a responsible entity for their CPF project.
- This brief guide provides an overview of environmental review procedures for CPF projects.

**REQUEST FOR COUNCIL ACTION**

No.

*OK*  
*D. Hamrick*  
*7-2-25*  
RCA 25-144-7/14

Committee

*Finance*

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

Mayor's Initials:

*[Signature]*  
(Signature)

Guidelines: See information on back of form

**Date:** 7/2/25

**Subject: Community Policing Development (CPD) Microgrant through the DOJ**

**Summary and Background:** The Medina Police Department respectfully requests approval to apply and to receive funds from the DOJ COPS (Community Oriented Policing Services) program for the intention of implementing a community engagement officer. We are asking for \$167,900 over a 3-year period.

*part time*  
**Suggested Funding:** N/A

**Sufficient Funds in Account:**

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

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

**No    Yes    If yes, reason:**  
**Council Use Only:**

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**Committee Recommendation:**

**Council Action Taken:**

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



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## Community Policing Development (CPD) Microgrants Program

### NOW OPEN:

The FY25 Community Policing Development (CPD) Microgrants Program will close on *Monday, June 30, 2025, at 4:59 PM ET.*<sup>\*</sup>

<sup>\*</sup>IMPORTANT: Applications will be submitted in a two-step process, each with its own deadline.

STEP 1: Submit an SF-424 in [Grants.gov](#).

GRANTS.GOV APPLICATION DEADLINE: **TUESDAY, JUNE 24, 2025 (4:59 PM ET).**

STEP 2: Submit the full application including attachments in [JustGrants](#)

JUSTGRANTS APPLICATION DEADLINE: **MONDAY, JUNE 30, 2025 (4:59 PM ET).**

### COPS Office Community Policing Development Microgrants Informational Webinar

The COPS Office will hosted an informational webinar, on **May 22, 2025 at 11:00 AM ET.**

[View the webinar](#)

### ABOUT CPD MICROGRANTS PROGRAM

The FY25 **Community Policing Development (CPD) Microgrants** program provides funding to local, state, tribal, and territorial law enforcement agencies to implement novel or innovative projects that work to solve problems in the agency or community, to advance crime fighting, community engagement, problem solving, or organizational changes in support of community policing.

Under this funding opportunity, the COPS Office will fund projects in the following subcategories:

#### Uplifting the Image of the Law Enforcement Profession

The role of law enforcement has never been more vital in fostering safe and thriving communities. The dynamic between law enforcement agencies and the communities they serve has been a longstanding and complex issue and is often challenged by high-profile incidents and evolving societal expectations. In recent years, the proliferation of smartphone technology and social



media has amplified public scrutiny and tend to primarily highlight negative images and perceptions of police. These dynamics have highlighted the importance of addressing police image and reputation, particularly in the context of declining recruitment and rising officer attrition.

Under this subtopic area, the COPS Office seeks law enforcement agencies to develop or implement innovative and collaborative projects aimed at uplifting law enforcement as a profession and promote the importance and nobility of those who take on these heroic roles.

Applicants should identify a list of activities and strategies that take an innovative approach to address the complexities surrounding public perception of law enforcement and a focus on demonstrating the positive impacts policing can make on their communities across the nation. Such projects could focus on publicizing stories that highlight positive law enforcement engagement with their communities, developing local marketing campaigns to target applicants whose values are in harmony with the agency's mission and values, or establishing pipeline programs (such as cadet and explorer programs) to encourage young people to consider law enforcement careers while simultaneously promoting police officers as positive role models and demonstrating the human side of policing, breaking down negative stereotypes and fostering goodwill. Applicants should identify a list of activities and strategies and explain why they believe this approach will be successful. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as community partner

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## Violent Crime Prevention

The National Crime Victimization Survey, which the Justice Department conducts annually, shows a 43% increase in violent crime between the 2020 survey and the 2022 survey, the most recent available. Under this subcategory, the COPS Office is seeking projects for local law enforcement agencies to partner with community organizations to address and reduce violent crime within their communities. These projects aim to combat pressing issues such as street gang violence, gun violence, enforcement of gun laws, federal law enforcement engagement, child trafficking, and other serious criminal activities. Successful proposals will demonstrate innovative, data-driven approaches and a commitment to community-based solutions to improve public safety and reduce violent crime rates. The COPS Office also encourages agencies to propose partnerships with other law enforcement entities through taskforces and other formal operational arrangements to address the chosen area of focus.

The COPS Office seeks demonstration or pilot projects with creative methods for combatting violent crime that include quantitative measures of success. Applicants should identify a list of activities and strategies and explain why they believe this approach will be successful. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as community partners.

## Officer Recruitment, Hiring and Retention

Recruitment and hiring are essential functions of law enforcement agencies to attract and retain the best law enforcement candidates who represent a variety of backgrounds, knowledge, and experiences. This topic is of special interest to the COPS Office not only because much of our funding is geared towards the hiring of officers and deputies but also because the recruitment, selection, and retention of officers and deputies are among the most important elements to advancing community policing within an agency. In addition to reflecting the communities they serve, new officers and deputies must have strong analytical and problem-solving skills, good communication skills, adaptability, an understanding of agency policies and procedures, and training.

The COPS Office seeks projects with novel or creative methods for recruitment and retention in law enforcement that include quantitative measures of success. Applicants should identify a list of activities and strategies that take an innovative approach to recruiting and hiring of law enforcement officers, such as ways of reaching new talent pools or engaging with candidates who may not have previously considered working in law enforcement. Applicants should identify a list of activities and strategies and explain why they believe this approach will be successful. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as community partners.

## Immigration and Border Security

Federal law enforcement enforces our nation's laws each and every day, including our immigration laws. State, and local law enforcement play a critical role in coordinating with federal law enforcement, particularly in ensuring that the illegal immigrants they encounter who are engaged in violent behavior are removed from the streets of this nation. Increasing coordination between local and federal law enforcement in the areas of immigration enforcement and border security is critical to this work. This subtopic seeks to fund projects that gather insights and best practices from local law enforcement agencies to identify successful models of collaboration with federal agencies, including the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), U.S. Immigration and Customs Enforcement (ICE), and the Federal Bureau of Investigation (FBI). Specific focus on the following areas is encouraged. The purpose of this work is to provide assistance in implementing or advancing innovative programs and documenting the experiences and success stories so that other agencies can learn from these efforts.

- **Interagency Collaboration:** Successful examples of local law enforcement working alongside federal agencies on immigration-related cases, border security operations, and public safety initiatives.

- **Data Sharing & Information Networks:** Exploring the role of technology and secure information sharing between local and federal law enforcement agencies in tracking and managing immigration enforcement efforts.
- **Training & Resources:** Effective training programs for local law enforcement officers to address immigration enforcement while ensuring due process and protecting civil liberties.
- **Challenges and Barriers:** Identifying challenges faced by local law enforcement in coordinating with federal agencies, such as jurisdictional issues, resource constraints, or political concerns.
- **Innovative Solutions and Best Practices:** New approaches or methodologies that have improved the outcomes of local-federal partnerships in border security and immigration enforcement.

Applicants should identify a list of activities and strategies and explain why they believe this approach will be successful. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as community partners.

## Opioid and Drug Market Interruption

The opioid epidemic and expanding drug markets continue to present significant challenges to public safety across the country. Empowering law enforcement with the resources necessary to address the opioid crisis and the impact drug markets, particularly “open-air” drug markets, have on public safety is critical to the safety of our communities. In response to this issue, the Department of Justice seeks to fund initiatives that will enhance law enforcement capacity to interrupt opioid distribution networks, dismantle drug trafficking organizations, employ effective enforcement strategies, promote interagency and cross-jurisdictional collaboration, promote intelligence sharing, community engagement, and innovative methods for opioid-related crime prevention and intervention. Specific focus on the following areas is encouraged. The purpose of this work is to provide assistance in implementing or advancing innovative programs and documenting the experiences and success stories such that other agencies can learn from these efforts.

- **Targeted Operations:** Projects focused on investigating and dismantling drug trafficking organizations responsible for distributing opioids.
- **Advanced Technology Integration:** Projects focused on the use of technology for monitoring, data analysis, and intelligence sharing between agencies to identify drug hotspots and trafficking patterns.
- **Community-Led Prevention and Education:** Initiatives that engage communities, schools, and local organizations in drug prevention and harm reduction programs.
- **Cross-jurisdictional Task Forces:** Collaborative projects between multiple jurisdictions to address regional drug markets and cross-border trafficking operations.
- **Comprehensive Treatment and Diversion Programs:** Programs that include alternative approaches, such as diversion for individuals with substance use disorders, as part of law enforcement strategies.

## Homelessness and Squatting

Homelessness and squatting present significant challenges to public safety. As these issues continue to grow, law enforcement agencies are increasingly tasked with addressing the intersection of homelessness, illegal squatting, and public safety concerns. To address these concerns, this subtopic seeks to fund innovative and collaborative programs that will enable law enforcement agencies to address the negative impacts of homelessness and squatting, with an emphasis on enforcement, prevention, and community collaboration. Specific focus on the following areas is encouraged. The purpose of this work is to provide assistance in implementing or advancing innovative programs and documenting the experiences and success stories so that other agencies can learn from these efforts.

- **Law Enforcement Training on Homelessness Response:** Initiatives that provide law enforcement officers with training on best practices for addressing homelessness and squatting, focusing on alternatives to arrests and criminalization.
- **Interagency Coordination and Outreach:** Projects that create or expand collaborative efforts between law enforcement and social service providers to respond to homelessness, including street outreach and connecting individuals with housing resources.
- **Squatter Prevention & Eviction Programs:** Projects that work collaboratively with property owners, local governments, and community partners to prevent the illegal occupation of vacant properties while offering supportive services to individuals experiencing homelessness.

Applicants should identify a list of activities and strategies and explain why they believe this approach will be successful. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as community partners.

## Open Topic Area

Law enforcement agencies are invited to propose projects that offer highly innovative solutions to address complex, locally identified community issues. Proposed project objectives and findings should prove useful to other law enforcement agencies nationally facing similar challenges. Proposed projects should not fit within other identified microgrant categories, nor should they be projects eligible for funding under other COPS Office grant programs (such as, but not exclusively, the Law Enforcement Mental Health and Wellness Act (LEMHWA) or Promoting Access to Crisis Teams (PACT) programs). Successful projects should be

replicable by peer agencies, and as such should include a toolkit, training, or other deliverable that allows for replication of the grantee's efforts. Applicants are also encouraged to incorporate an evaluation and report component that can assist other law enforcement agencies in implementing similar programs.

**Who is Eligible?**

**Funding**

**Supporting Documents**

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Need more information on how to apply to any of our programs?

*For additional assistance we encourage you to visit the [How to Apply page](#), which includes frequently asked questions, appendices, additional fact sheets, links to webinars, and other resources.*

Please follow us on [Facebook](#) and [X](#) and subscribe to the [CP Dispatch](#), the COPS Office e-newsletter, to learn about current news on awards and projects.

## SPOTLIGHT



U.S. Department of Justice  
Office of Community Oriented  
Policing Services  
145 N Street NE  
Washington, DC 20530

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## REQUEST FOR COUNCIL ACTION

No. RCA 25-145-1/14

FROM: Medina Municipal Court

Committee: Finance

DATE: July 2, 2025

SUBJECT: Ohio Department Rehabilitation Community Corrections Grant (CCA2)

**SUMMARY AND BACKGROUND:** Medina Municipal Court respectfully request that Council approve the Ohio Department Rehabilitation Community Corrections Grant (CCA2). The grant amount is \$427,324.00 for the period of July 1, 2025 to June 30, 2027.

Currently, this grant funds electronic monitoring, drug screens and home studies for those defendant's place on probation.

Grant funds are also used to support the salary and benefits of full-time PO Amy Darr and part-time PO Noelle Hayes, helping to ensure continued supervision of individuals placed on probation.

**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 was implemented as of July 1, 2025.

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

## OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

### COMMUNITY CORRECTIONS GRANT AGREEMENT

**THIS GRANT AGREEMENT** (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at P.O. Box 430, Columbus, Ohio, 43216 and Medina Municipal Court Probation Department (hereinafter referred to as "Grantee"), located at 135 North Elmwood Dr Medina, Ohio 44256. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

**WHEREAS**, the Grantee has submitted a grant application to the Grantor;

**WHEREAS**, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. **Term:** This Agreement is effective as of the date indicated on the grant approval letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on **June 30, 2027**. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
2. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services set forth in the attached exhibit(s) CCA Exhibit A.
3. **Program Evaluation:** Pursuant to R.C. 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
  - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Grantee is achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor, intake and termination data for each individual being served. The Grantee shall maintain internet access for the data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and termination data at intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
  - B. Bi-annual and final expenditure reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph C of OAC 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The final report shall include financial information for expenditures that relate to services for the entire grant period and is due by **January 30, 2028**.

or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.

4. **Funding:** During the term of this agreement, Grantor shall provide funding as set forth in the attached exhibits. The total amount of funding for this agreement is **\$427,324.00**.
5. **Termination and Reduction of Funds:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2027**. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either or both of the following circumstances apply:

- A. The quality and extent of the Program Services has materially changed from the level proposed in the Grantee's grant application;
  - B. There is a financial or fiscal audit disclosure involving misuse of Funds.
6. **Staffing:** None of the persons who will staff and operate the Program Services, including those who receive a portion or the entirety of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
  7. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
  8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
  9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the guidelines in the attached exhibits. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

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10. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, including RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.
  11. **Extension of Expenditure Period:** Expenditure period is 30 months. Grantor may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by Grantor.
  12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

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

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval" letter that such Funds are available to Grantee.



agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

17. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions RC 3517.13 are in full compliance.
19. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
20. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
21. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
23. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
24. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
25. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
26. **Execution:** This Agreement is not binding upon Grantor unless executed in full.
27. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
28. **Liability:** To the extent allowable by law, each party agrees to be responsible for any liability, suits, losses, judgments, damages, or other demands brought as a result of its own negligent actions or omissions in the performance of this Agreement.
29. **Civil Rights Assurance:** The parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

*Matthew Morris*

Matthew Morris, Chief  
Bureau of Community Sanctions

*Roger D. Wilson*

Roger Wilson, Deputy Director  
Division of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

*Matthew J.*  
\_\_\_\_\_  
County Executive

*7-1-2025*  
\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
County Commissioner

*7/1/25*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor/City Manager

\_\_\_\_\_  
Date

## CCA 2.0 General Description

**1. Describe how this grant will address the needs of the local criminal justice system and benefit those on community control/probation. Include a problem statement and proposed solution to be funded by grant dollars.\***

**PROBLEM:** In the absence of a grant program to fund probation staff and non-residential sanctions, offenders would be sentenced to incarceration. We deal with a population unable to self pay for many services and sanctions. As a department committed to implementing best practices, we utilize grant funding to financially support various components of community supervision and sanctions for this population. This gives Medina Municipal Court Probation Department alternatives to jail sentences at the sentencing phase, and when addressing any probation violations.

**SOLUTION:** Medina Municipal Court Grant Supervision Program will use grant funds to pay salary and fringe benefits for two probation officers to supervise offenders in the Grant Supervision Program. A recommendation for an offender to be placed on Grant Supervision will typically be made after completion of the presentence investigation and the Ohio Misdemeanor Assessment Tool. Offenders who score as moderate or high on the MAT and/or have a history of prior probation supervision, will be placed into the Grant Supervision Program. In addition, the Court may determine that an offender is in need of enhanced supervision, and may assign that offender to the Grant Supervision caseload. Following sentencing, the Community Supervision Tool will be completed to determine the offender's supervision level. This tool will also identify areas of need and in creation of a detailed case plan. Grant funds will also be used to pay for CBT based individual and group counseling for these offenders through a local treatment agency, to change thinking patterns and reduce recidivism. Grant Funding will be used to pay for non-residential sanctions for probation violators, to include alcohol monitoring (SCRAM), substance abuse monitoring (daily call in drug testing program), and cognitive behavioral home studies. The Grant Supervision Program and these interventions will continue to reduce the number of offenders sentenced to incarceration.

Our Probation Department addresses opiates and other drugs in our community. Grant funds allow us to identify and address offenders with opiate addictions. Grant paid probation officers complete assessments through ORAS for initial identification of offenders with potential substance abuse issues. We use funding for substance abuse assessments (SASSI) and treatment at Alternative Paths, as well as a CBT group. We also use funding for the Substance Abuse Monitoring program through Ohio AMS. These programs, officers, and assessments aid in identifying, treating, and monitoring offenders with addiction, to include opiate addiction.

**2. Provide statistical data to support your problem statement.\***

Our goal is to place 90 low, moderate, and high risk level probationers into our Grant Supervision Program per year. In the absence of this program, these offenders would be sentenced to jail, with the average jail time being 30 days. This would result in 2700 jail bed days. At a cost of \$142/day, the total cost for these offenders to serve jail time would be \$383,400 per year.

Our program has received CCA funding for many years, and we received JRIG funding between 2017 and 2023. Using data from FY18, Our department had a total of 19 probation violators sentenced to local incarceration, for a total of 380 jail bed days. Data from FY22 shows those numbers to be greatly reduced, with 6 violators sentenced to jail for a total of 200 days. Data from 2023 shows 6 violators with a total of 111 jail days. Data from 2024 shows 12 violators with 307 days. While 2024 showed an increase, these numbers are still a 20% decrease from our 2018 numbers. With funding for non-residential sanctions for violators, our department consistently reduces jail bed days.

CCA Application 2026

Organization: Medina Municipal Court Adult Probation Department

CCA-2026-MediMuniAPD-00093

CCA 2.0 Budget Summary

\$290,130.00	\$6,056.00	\$0	\$0	\$131,138.00	\$0
Total Budget Approved by BCS					\$427,324
Personnel Costs					\$305,513
General Operating Expenses					\$2,541
EM/GPS Services					\$0
Residential Treatment Services					\$0
Non-Residential Treatment Services					\$119,270
Equipment					\$0
Total Budget					\$427,324


RCA 25-146-7/14

# Finance

X
X

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

OK Howell  
7-8-25

# REQUEST FOR COUNCIL ACTION

No. RCA 25-147-7/14

FROM: Nino Piccoli

Street Department

DATE: July 8, 2025

Committee:

Finance  
Only

SUBJECT: Purchase of a 2025 John Deere Gator XUV 845 M

## SUMMARY AND BACKGROUND:

Respectfully requesting Council to authorize the purchase of (1) one John Deere Gator XUV 845M. This purchase upon approval will be processed utilizing the Sourcewell Grounds Maintenance Contract # 112624-DAC. The vendor is Ag-Pro Companies for a total cost of \$20,436.01.

Estimated Cost: \$20,436.01

### Suggested Funding:

- sufficient funds in Account No. 105-0610-54413
- 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:

OK  
Dr. Harwell  
7-8-25

**REQUEST FOR COUNCIL ACTION**

No. RCA 25-148-7/14

**FROM:** Nino Piccoli Service Director

**DATE:** July 7, 2025

**SUBJECT:** Expenditure Approval

Finance  
Only

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization to increase an existing Purchase Order 2025-338 for Dynamerican. The original Purchase Order was approved by the Board of Control in January 2025 for \$18,000.00. We are requesting to increase this PO to \$30,000.00. There are several areas in the Police department that are in need of plumbing upgrades.

**Suggested Funding:** \$12,000.00 – new total \$30,000.00  
in Account No. 001-0743-53322

**Emergency Clause Requested:** NO

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

**REQUEST FOR COUNCIL ACTION**NO. RCA 25-149-7/14

FROM: Patrick Patton

DATE: July 8, 2025

COMMITTEE REFERRAL: Finance

SUBJECT: Easements for West Smith Water Line

In order to complete the replacement of the water line on West Smith Road beneath the Wheeling & Lake Erie railroad tracks, the City must acquire several easements. One of the property owners has agreed and signed the easement. Please note, on this property there are two separate easements, one permanent and one temporary; the property is:

#	Address	Parcel	FMVE
1	223 West Smith (permanent easement)	028-19A-21-273	\$3,550
1	223 West Smith (temporary easement)	028-19A-21-273	\$550
		TOTAL	\$4,100

This request asks for Council's acceptance of the easements and authorization to make payment to the property owner for these easements.

Thank you for your consideration.

ESTIMATED COST: \$4,100

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: The property owner has signed the easement, we would like to get it recorded and the owner paid as soon as possible..

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



## **GRANT OF EASEMENT**

KNOWN TO ALL MEN BY THESE PRESENTS, that Nicholas S. Nagorka, Single, the Grantor(s), for and in consideration of Three Thousand Five Hundred Fifty Dollars (\$3,550.00) and other valuable considerations received to my full satisfaction from the CITY OF MEDINA, OHIO, the Grantee, do hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever an easement upon real property with the right to enter upon said real property easement to construct, maintain, operate, repair and remove a water main and appurtenances in, through and under the real property described as follows:

Said easement is granted upon parcel number **028-19A-21-273**

**\*\*\*\*SEE EXHIBIT A ATTACHED\*\*\*\***

Prior Instrument Reference: Instrument No. 2020OR013408, Medina County Recorder's Office.

No structure, buildings, ponds or other utilities of any kind shall be constructed or placed on or in said easement without the written consent of the CITY OF MEDINA, OHIO.


As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed water main undertaken by a competent contractor who shall complete said construction as expeditiously as possible and who shall restore the site of the work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for himself and his heirs, executors and administrators, hereby covenant with said Grantee, its successors and assigns that he is the true and lawful owner(s) of said

premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in the manner aforesaid.

IN WITNESS WHEREOF, Nicholas S. Nagorka has hereunto set his hand on the 11th day of June, 2025.

  
\_\_\_\_\_  
Nicholas S. Nagorka

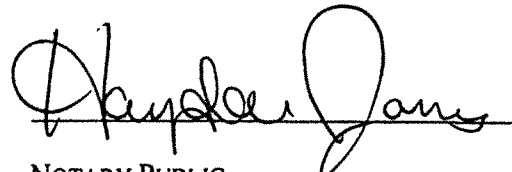
STATE OF OHIO, COUNTY OF MEDINA. SS:

BE IT REMEMBERED, that on the 11th day of June, 2025, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Nicholas S. Nagorka who acknowledged the foregoing instrument to be his voluntary act and deed. No oath or affirmation was administered to Nicholas S. Nagorka with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



**HAYDAN R. JONES**  
Notary Public, State of Ohio  
My Commission Expires  
05/12/2029

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: 5/12/2029

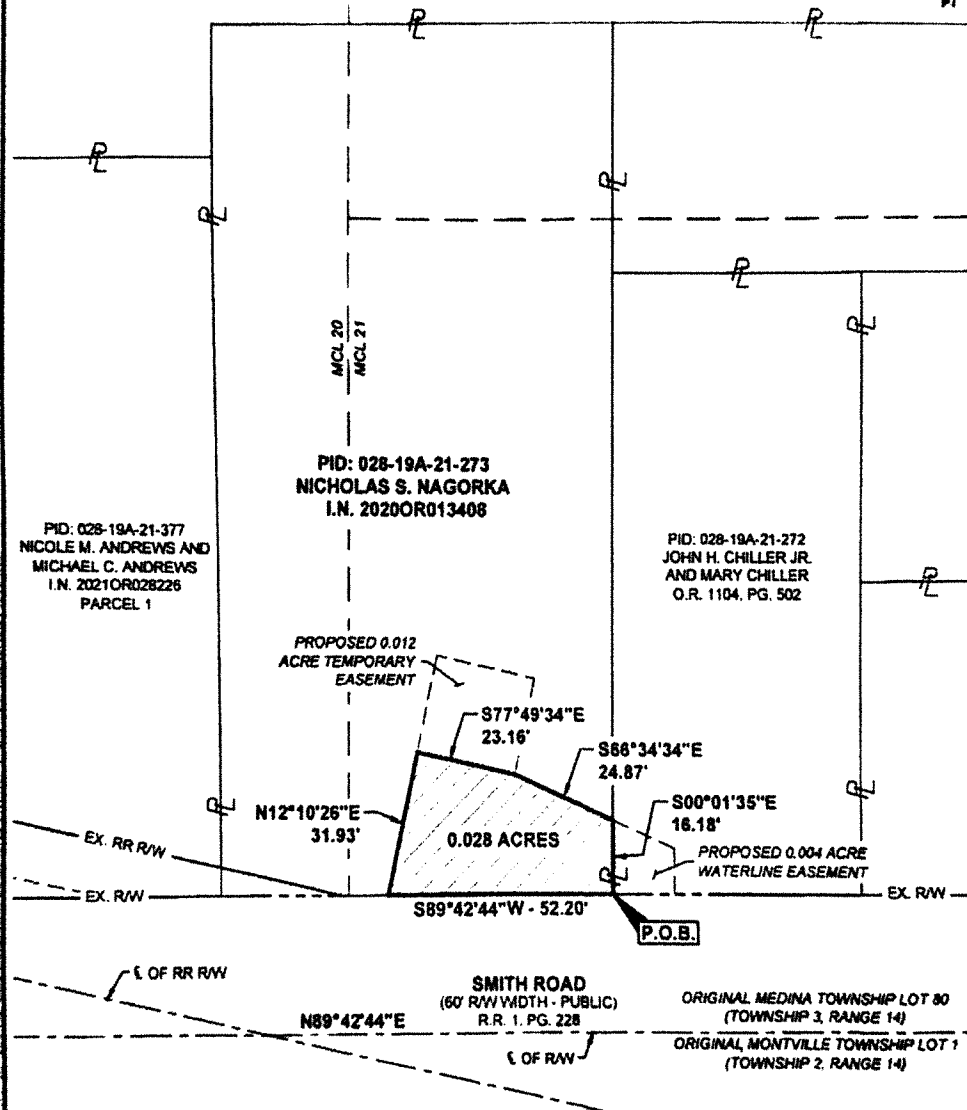
This document was prepared by: MCSE  
791 W. Smith Rd., Medina, OH 44256

**STATE OF OHIO, COUNTY OF MEDINA, CITY OF MEDINA,  
ORIGINAL MEDINA TOWNSHIP LOT 80, TOWNSHIP 3, RANGE 14  
CONNECTICUT WESTERN RESERVE**

**BASIS OF BEARINGS**

Bearings described hereon are based on North 89 degrees 42 minutes 44 seconds East for the existing centerline of right-of-way for Smith Road between Huntington Street and Elmwood Avenue, as measured from Grid North referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

0 15' 30'  
SCALE: 1"=30'



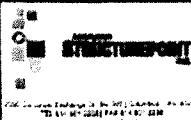
This easement exhibit was prepared by Brian P. Bingham, Registered Professional Surveyor No. 8438, is based upon an actual survey performed of the premises by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham  
Professional Land Surveyor 8438

Date

PREPARED FOR  
**CITY OF  
MEDINA, OHIO**



0.028 ACRE WATERLINE EASEMENT  
FOR  
**WEST SMITH ROAD  
PHASE IV IMPROVEMENTS**  
CITY OF MEDINA, MEDINA COUNTY, OHIO

DATE: 10-13-2024  
DRAWN BY: MBW  
CHECKED BY: BPS  
DATE: 10-13-2024

1 of 1

### **TEMPORARY EASEMENT**

Nicholas S. Nagorka, Single, the Grantor(s), in consideration of the sum of \$550.00, to be paid by City of Medina, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

Said temporary easement is granted upon parcel number **028-19A-21-273**

**\*\*\*\*SEE EXHIBIT A ATTACHED \*\*\*\***

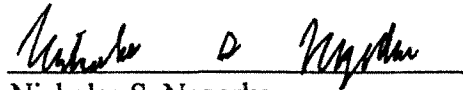
Prior Instrument Reference: Instrument No. 2020OR013408, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a waterline.

IN WITNESS WHEREOF, Nicholas S. Nagorka has hereunto set his hand on the 11th day of June, 2025.

  
Nicholas S. Nagorka

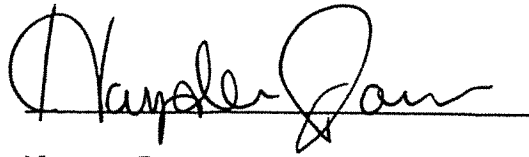
STATE OF OHIO, COUNTY OF MEDINA. SS:

BE IT REMEMBERED, that on the 11<sup>th</sup> day of June, 2025, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Nicholas S. Nagorka who acknowledged the foregoing instrument to be his voluntary act and deed. No oath or affirmation was administered to Nicholas S. Nagorka with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



**HAYDAN R. JONES**  
Notary Public, State of Ohio  
My Commission Expires  
05/12/2029

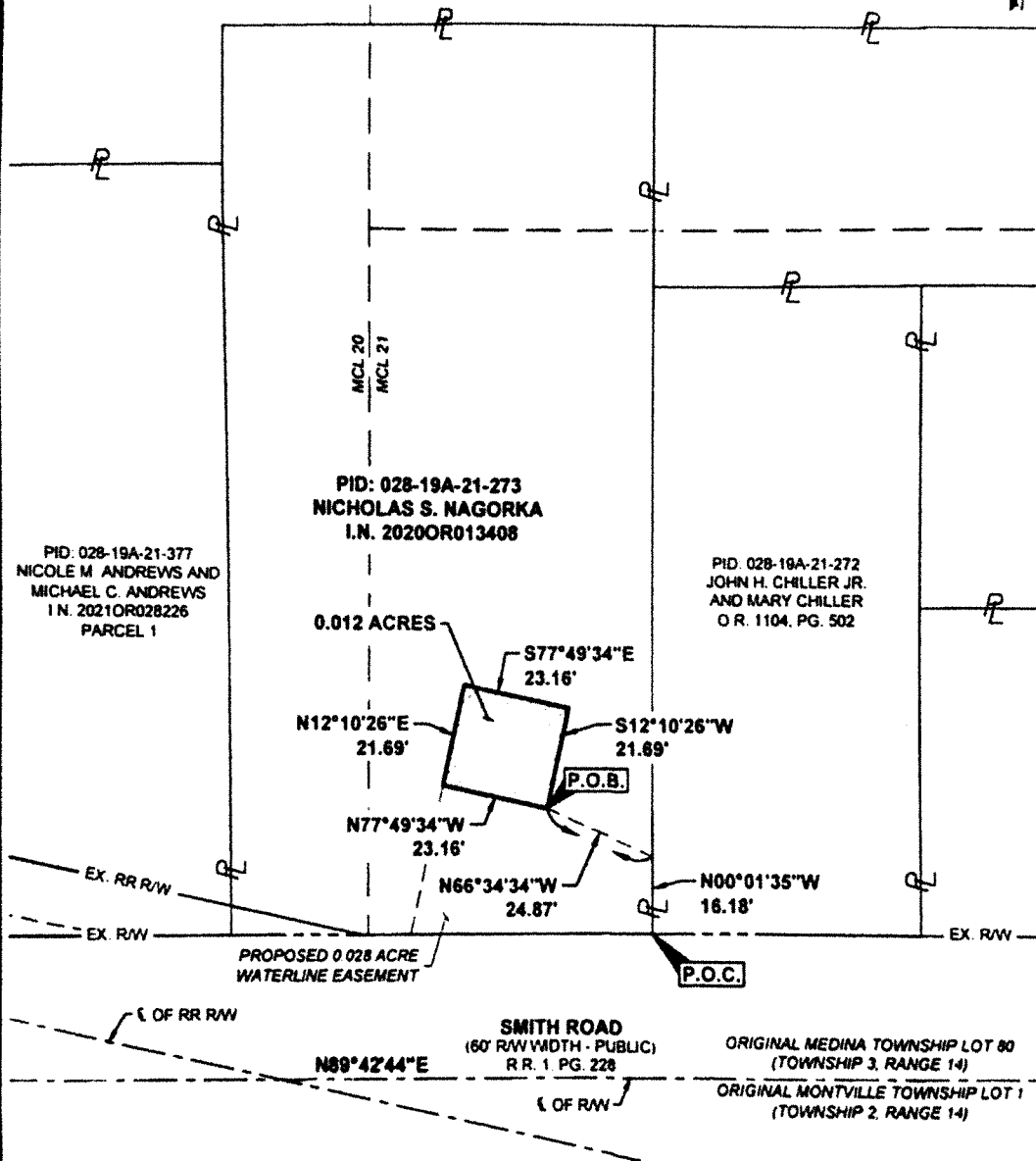
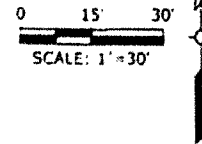
  
NOTARY PUBLIC  
My Commission expires: 5/12/29

This document was prepared by: MCSE  
791 W. Smith Rd., Medina, OH 44256

**STATE OF OHIO, COUNTY OF MEDINA, CITY OF MEDINA,  
ORIGINAL MEDINA TOWNSHIP LOT 80, TOWNSHIP 3, RANGE 14  
CONNECTICUT WESTERN RESERVE**

**BASIS OF BEARINGS**

Bearings described hereon are based on North 89 degrees 42 minutes 44 seconds East for the existing centerline of right-of-way for Smith Road between Huntington Street and Elmwood Avenue, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.



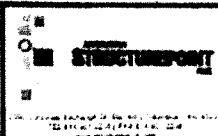
This easement exhibit was prepared by Brian P. Bingham, Registered Professional Surveyor No. 8438, is based upon an actual survey performed of the premises by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham  
Professional Land Surveyor 8438

Date

**PREPARED FOR**  
**CITY OF**  
**MEDINA, OHIO**



**0.028 ACRE TEMPORARY EASEMENT**  
**WEST SMITH ROAD**  
**PHASE IV IMPROVEMENTS**  
CITY OF MEDINA, MEDINA COUNTY, OHIO

DATE	10/13/2021
DRAWN BY	WMB
CHECKED BY	BBP
DATE	10/13/2021

**1 of 1**

**REQUEST FOR COUNCIL ACTION**NO. RCA 25-150-7/14

FROM: Patrick Patton

DATE: July 8, 2025

COMMITTEE

REFERRAL: Finance

SUBJECT: Application for grant assistance with the Ohio Public Works Commission (OPWC)

This request is for Council's authorization to submit a grant application with the Ohio Public Works Commission. We will be requesting a grant in the amount of \$632,000. We are also eligible to apply for an \$123,000 interest free loan if we desire.

The City has already received two grant awards for this project. If we are successful in getting this OPWC Grant, the funding plan will be as follows:

Grant	TOTAL \$	%
NOACA 24-27 TIP Award	\$1,175,657	30.0%
NOACA 26-29 TIP Award	\$661,021	16.8%
OPWC Issue 1 Grant	\$632,000	16.1%
Local City Share	\$1,454,322	37.1%
TOTAL	\$3,923,000	100.0%

We are submitting this request at this time because the grant application is due September 5, 2025. In order to meet this deadline, we will need Council approval at the next regularly scheduled Council meeting (August 25, 2025).

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 OPWC to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project as noted above.

SUGGESTED FUNDING: City share: 108

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested:

Yes

Reason:

The grant is due no later than September 5, 2025. Due to Council's summer recess, this legislation will not be on Council's agenda until August 25<sup>th</sup>, so at that point we will need the emergency clause.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: July 8, 2025

SUBJECT: Bid: Job #1137 – Medina Street Bridge Replacement

NO. RCA 25-151-7/14

COMMITTEE  
REFERRAL: Finance

This request is for permission to advertise, bid and award Bid: Job #1137 – Medina Street Bridge Replacement. This project will consist of the removal of the existing bridge and the installation of a new 54 foot by 20 foot by 5 foot concrete structure. In addition, associated utility relocations and pavement replacements will be completed.

The engineer's estimate for this project is \$677,000.

The City previously secured approval for a \$490,000 grant from the Ohio Public Works Commission (OPWC) for this project. We have previously allocated \$57,770.05 of the grant amount to pay for the design consultant services. The funding split for construction will be as follows:

- OPWC Grant: \$ 432,229.05
- City (108): \$ 244,770.95
- TOTAL \$ 677,000.00

Thank you for your consideration.

ESTIMATED COST: \$677,000

SUGGESTED FUNDING: 380-0690-54418 (OPWC Grant): \$ 432,229.05  
108-0690-54414 (City share): \$ 244,770.95

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



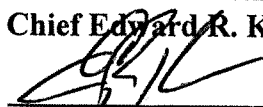
**REQUEST FOR COUNCIL ACTION**

No. RCA 25-152-7/14

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

Mayor's Initials:

Committee Finance

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

Guidelines: See information on back of form

Date: 7/8/25

Subject: 2025 JAG Grant

**Summary and Background:** The Medina Police Department respectfully requests approval to apply and to receive funds from the 2025 JAG Grant for the purpose of implementing APCO IntelliComm™, a structure, evidence-based emergency call-handling platform, fully integrated with the existing Central Square Pro Suite CAD System. This project is designed to address the problems identified in the Problem Statement – specifically, the lack of standardized 9-1-1 call triage protocols, inconsistent dispatch processing, and increased risk to officer and public safety during emergency responses. The total budget and the requested amount is \$42,122.60.

**Budget:**

1,495.00 – one-time cost for physical guide cards  
15,000.00 – APCO charges 5,000 per dispatch position for the software. MPD has three.  
13,000.00 – APCO 's one-time fee to implement  
4,680.00 – Central Square's one time implementation fee  
4947.60 -annual maintenance from Central Square  
3000.00 -1000. maintenance annually per position after the first year  
\$42,122.60 - Total  
Suggested Funding: N/A

Sufficient Funds in Account:

Transfer Needed From: n/a To:

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason:  
Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:  
Date:

## Natalie Santivaschi

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**From:** Sara Lynn  
**Sent:** Tuesday, July 8, 2025 12:23 PM  
**To:** Natalie Santivaschi; Edward Kinney  
**Subject:** JAG Grant 2025  
**Attachments:** 2025-JG-A03-85314 07-08-2025.pdf

Attached is a grant I submitted today for the 2025 JAG Grant. It will need to be presented to Council.

### Synopsis:

The Medina Police Department proposes the implementation of APCO IntelliComm™, a structured, evidence-based emergency call-handling platform, fully integrated with the department's existing CentralSquare Pro Suite CAD system. This project is designed to address the problems identified in the Problem Statement—specifically, the lack of standardized 9-1-1 call triage protocols, inconsistent dispatch processing, and increased risk to officer and public safety during emergency responses.

The selected model—APCO IntelliComm integrated with CentralSquare CAD—is specifically designed to improve emergency call-handling consistency, reduce response times, and enhance public safety communications. IntelliComm is developed by the Association of Public-Safety Communications Officials (APCO), the leading standards body for 9-1-1 operations in the United States. The platform uses structured, guided protocols backed by decades of field-tested communication models.

### Budget:

- Equipment: One-time cost of \$1,495 for physical guidecards.
- Software: APCO charges \$5,000 per dispatch position for the software. MPD has three dispatch positions. The total cost for the software is \$15,000.
- Other: APCO is also charging a one-time fee of \$13,000 for the implementation of the software.
- Other: CentralSquare is charging a one-time implementation fee of \$4,680 to connect the two-way interface between CentralSquare Pro Suite and APCO IntelliComm.
- Maintenance: Central Square will have an annual \$4,947.60 maintenance fee.
- Maintenance: APCO will charge \$1,000 per position for maintenance after the first year of service per position for a total cost of \$3,000 per year after the first year.
- Total: **\$42,122.60**

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

Organization: Medina Police Department

**Individual Application****A. Application Details:****Application ID:** IA-0000001471**Program:** JAG**Project Title:** Improving Emergency Dispatch Efficiency and Officer Safety through APCO IntelliComm Integration with CentralSquare CAD**Focus of Application:** City**Application Reference Number:** 2025-JG-A03-85314**Program Area:** A03 – Law Enforcement Programs – Equipment Only**Project Start and End Period:** 2026-01-01 To 2026-12-31**B. Project Director****Prefix:** Mrs.**First Name:** Sara**Last Name:** Lynn**Title:** Sgt**Agency:** Medina Police Department**Email:** slynn@medinaoh.org**Address:** 150 W Friendship St**Phone:** 330-391-7020**City:** Medina**County:** Medina**Zip:** 44256**C. Implementing:****Prefix:** Mr.**First Name:** Edward**Last Name:** Kinney**Title:** Chief of Police**Agency:** Medina Police Department**Email:** ekinney@medinaoh.org**Address:** 150 W Friendship St**Phone:** 330-725-7777**City:** Medina**County:** Medina**Zip:** 44256**D. Subgrantee:****Prefix:** Mr.**First Name:** Dennis**Last Name:** Hanwell**Title:** Commissioner**Agency:** Medina County Commissioners**Email:** dhanwell@medinaoh.org**Address:** 144 N Broadway ST**Phone:** 330-722-9020**City:** Medina**County:** Medina**Zip:** 44256**Tax Id:** 345001856**E. Budget Summary:****OCJS Funds:** \$42,122.60**Cash Match:** \$0.00**Inkind Match:** \$0.00**Total Budget:** \$42,122.60**Vendor ID and Address code to be completed by OCJS:****Non-State Agency OAKS Vendor ID:****OAKS Address Code:**

0000102404

008

**State Agency OAKS Vendor ID:****Vendor Location:**

EDT-8

**Primary Place of Performance:****City:** Medina**State:** Ohio**Zip:** 44256-1835**Overage****Split Funding**

07/08/2025

Organization: Medina Police Department

### **Problem Statement/Target Population**

The Medina Police Department (MPD) serves as the primary law enforcement agency for the City of Medina and Lafayette Township in Medina County, Ohio. MPD provides dispatch services for five agencies including police, fire, and EMS. These agencies cover four jurisdictions with a total population of approximately 54,500. The communications operators handled approximately 38,065 calls for service in 2024, an increase from 36,796 in 2023. Each of three law enforcement agencies have increased staffing levels increasing the burden of work on the dispatch center. As emergency call volume and complexity rise—including domestic violence, mental health crises, and drug-related incidents—the department faces a critical gap: a lack of a standardized, protocol-based 9-1-1 call triage system. Dispatchers currently rely on judgment-based assessments without structured guidance, which results in delays, inconsistencies in emergency response, and increased safety risks for officers and civilians. Internal data show an average call-processing time of 2.9 minutes, with outliers over 6 minutes due to unclear call information or prioritization. Agencies using structured systems like APCO IntelliComm™ report average processing times close to 2 minutes. The inconsistency in Medina's current process negatively impacts dispatch accuracy, officer safety, and public confidence. Timely, informed response is essential, especially in high-risk situations such as assaults, overdoses, or active threats. Without decision-support technology, MPD dispatchers operate at a disadvantage during these time-critical events. Medina's current CAD platform, CentralSquare Pro Suite, lacks any integrated call-handling protocols. There is no embedded structure to ensure consistent triage, accurate prioritization, or alignment with Next Generation 9-1-1 (NG9-1-1) standards. Medina is falling behind comparable jurisdictions that have adopted modern dispatch systems that enhance service delivery, improve safety, and reduce legal liability.

**Short- and Long-Term Impact if Unfunded** If this issue remains unaddressed: **Short-term:** Response delays and inconsistent call assessment will continue. Dispatchers will face continued stress and uncertainty when handling time-sensitive calls, increasing the chance of errors and missed critical information. **Long-term:** Public trust in emergency services may decline. The city will remain unprepared for NG9-1-1 implementation, limiting our ability to receive multimedia data or use geolocation tools. Officer safety risks will persist without accurate pre-arrival information. MPD will also face increased exposure to litigation due to call-handling inconsistencies.

**Target Population** The project will serve 30% of the entire population of Medina County, including its most vulnerable groups—domestic violence victims, residents with mental health needs, seniors requiring emergency medical assistance, and neighborhoods with low or moderate income. Medina County's demographics include: Population: 184,635 (MPD dispatch center serves 54,500) Race: 95% White, 2% Black, 3% Hispanic Age: 21% under 18; 21% over 65 Median household income: \$92,660, with pockets of economic disparity In addition to community members, the project will directly impact Medina's first responders and dispatch staff, who rely on accurate, timely, and complete information to perform their jobs safely and effectively.

**Existing Resources and Gaps** While MPD has a reliable CAD system, it lacks integrated call-taking protocols. Dispatchers have access only to basic, unstructured guidance and informal training. No state-funded platform is available in-house or regionally to provide the type of structured call triage this proposal seeks to implement. Larger agencies in Ohio have adopted IntelliComm or similar tools, but smaller jurisdictions like Medina have not had the funding to do so. The absence of standardized triage tools places our dispatchers—and ultimately our officers and residents—at a distinct disadvantage. Medina has not received federal or state funding for 9-1-1 modernization and cannot implement IntelliComm without support from OCJS.

**Project Description** MPD proposes to implement APCO IntelliComm™, an NG9-1-1-compatible, evidence-based call-taking platform, and integrate it with our existing CentralSquare Pro Suite CAD. IntelliComm provides structured question sets, automated prioritization, and dispatch recommendations in real time, significantly improving the consistency and quality of emergency call processing. The integration will ensure seamless transfer of call data and triage decisions directly into CAD, reducing dispatcher workload and response time. IntelliComm is customizable to local policy and will be tailored to fit MPD's operations.

**Implementation Timeline:** Months 1–2: Finalize contracts, planning, software setup Months 3–4: Integration with CentralSquare CAD Month 5: Dispatcher and supervisor training Month 6: Full deployment and performance evaluation

**Expected Outcomes:** -Reduction in average call-processing time -Improved consistency across shifts and call types -Enhanced officer safety through more complete dispatch information -Better alignment with NG9-1-1 infrastructure -Improved dispatcher confidence and reduced error rates By investing in IntelliComm and CAD integration, this project will address a critical public safety technology gap and deliver long-term benefits to the Medina community.

Organization: Medina Police Department

## **Project Description**

The Medina Police Department proposes the implementation of APCO IntelliComm™, a structured, evidence-based emergency call-handling platform, fully integrated with the department's existing CentralSquare Pro Suite CAD system. This project is designed to address the problems identified in the Problem Statement—specifically, the lack of standardized 9-1-1 call triage protocols, inconsistent dispatch processing, and increased risk to officer and public safety during emergency responses.

**Proposed Activities and Approach** The proposed approach involves the procurement, deployment, and integration of the IntelliComm software platform and associated computer technology to enhance Medina's emergency dispatch center. The project will unfold in the following phases: **Planning & Procurement (Months 1–2):** Execute agreements with APCO and CentralSquare Technologies. Procure necessary software licenses and technical resources. Conduct kickoff meetings and develop implementation timelines. **System Integration (Months 3–4):** Configure IntelliComm for Medina's dispatch protocols. Integrate IntelliComm with CentralSquare Pro Suite CAD. Develop secure API/data exchange pathways to ensure real-time interoperability. **Training & Testing (Month 5):** Conduct formal training sessions with dispatch personnel. Provide onboarding materials, decision trees, and simulation-based exercises. Run live testing and scenario validation before full rollout. **Go-Live & Evaluation (Month 6):** Launch IntelliComm as the primary dispatch protocol tool. Monitor call processing time, dispatcher feedback, and officer response outcomes. Gather performance data for continuous quality improvement. This phased implementation will ensure that core procedures are introduced systematically and that staff adopt the platform with high proficiency and fidelity.

**Justification of Approach** The selected model—APCO IntelliComm integrated with CentralSquare CAD—is specifically designed to improve emergency call-handling consistency, reduce response times, and enhance public safety communications. IntelliComm is developed by the Association of Public-Safety Communications Officials (APCO), the leading standards body for 9-1-1 operations in the United States. The platform uses structured, guided protocols backed by decades of field-tested communication models. Evidence from APCO and third-party evaluations shows that IntelliComm reduces dispatcher workload, improves triage accuracy, and enhances response efficiency when integrated with CAD systems. Jurisdictions implementing similar platforms have reported:

- A 15–30% reduction in call processing time.
- Improved officer situational awareness and safety.
- Better alignment with Next Generation 9-1-1 (NG9-1-1) infrastructure.

Given that Medina's dispatchers currently lack access to any structured call triage tool, IntelliComm offers a substantial operational improvement that is appropriate for the identified problem and the city's population of 26,000 residents.

**Evidence-Based Practice and Fidelity** APCO IntelliComm is grounded in evidence-based protocols that align with NENA, APCO, and NG9-1-1 national standards. The platform uses real-time logic, scripted questions, and call categorization to ensure consistency and reduce errors. Fidelity will be ensured through:

- Vendor-led implementation support and configuration services.
- Comprehensive staff training, both in-person and virtual, using standardized instructional materials and scenario simulations.
- Ongoing technical support and quality control, including system updates, protocol refinements, and analytics.

Supervisors will monitor call data to verify that dispatchers follow the protocols correctly and consistently. Dispatch center leadership will also conduct post-implementation audits and performance reviews.

**Resources Required and Reasonableness** The following resources are required for successful implementation:

- Software licensing for IntelliComm (annual subscription model).
- Professional services for configuration and integration with CAD.
- Workstation upgrades or compatibility checks (as needed for dispatcher terminals).
- Training sessions and support materials for all communication staff.
- Project management and vendor liaison to ensure timeline fidelity.

These resources are essential, reasonable, and directly aligned with the JAG program's goal of supporting law enforcement technology that enhances operational capacity and community outcomes. No traffic enforcement equipment is included in this request, and the entire budget is allocated to software, integration services, computer technology, and staff development.

**Conclusion** By implementing APCO IntelliComm and integrating it with Medina's CentralSquare CAD, this project addresses a long-standing gap in 9-1-1 call handling. The plan is grounded in national best practices and aligned with the evidence-based standards required for public safety dispatch modernization. The project will yield measurable improvements in emergency response quality, officer safety, and service to the Medina community—especially vulnerable populations in crisis. With OCJS support, the Medina Police Department can build a safer, more responsive, and more technologically advanced dispatch operation.

Organization: Medina Police Department

## **Project Objectives**

### **FIRST PROJECT OBJECTIVE**

#### **OBJECTIVE**

Objective 1: Reduce average 9-1-1 call processing time by 20% within 12 months of IntelliComm implementation.

#### **PERFORMANCE INDICATOR**

For Objective 1, the primary performance indicator will be the average call processing time, measured in seconds from call receipt to dispatch of first responder.

#### **BASELINE NUMBER**

Baseline for Objective 1: Current average 9-1-1 call processing time (prior to IntelliComm) is 120 seconds, based on Medina Police dispatch center call logs from the most recent calendar year (2024).

#### **HOW WILL PERFORMANCE DATA BE COLLECTED?**

Call Processing Time: Data will be collected automatically via the CentralSquare Pro Suite CAD system, which logs precise timestamps for every call event. Monthly averages will be calculated and compared to baseline data to assess trends.

### **SECOND PROJECT OBJECTIVE**

#### **OBJECTIVE**

Objective 2: Increase dispatcher protocol compliance rate to 95% within 12 months, ensuring standardized emergency call triage and information accuracy.

#### **PERFORMANCE INDICATOR**

For Objective 2, the performance indicator will be the dispatcher compliance rate with IntelliComm protocols, measured by reviewing a statistically valid sample of recorded calls and protocol adherence reports generated by IntelliComm.

#### **BASELINE NUMBER**

No formal protocol compliance tool is currently in use, so the baseline is estimated at approximately 60% adherence based on internal quality assurance reviews conducted via manual call audits.

#### **HOW WILL PERFORMANCE DATA BE COLLECTED?**

Protocol Compliance: IntelliComm's built-in analytics will generate compliance reports for each dispatcher. Additionally, supervisors will perform random audits of recorded calls monthly to validate software-generated data. The sample size will represent at le

## REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: July 8, 2025

SUBJECT: Discussion - Job #1104 – Medina Municipal Court Renovation Project

NO. RCA 25-153-7/14

COMMITTEE  
REFERRAL:

Finance

### 1. SUMMARY OF PROGRESS

- All three elevator pits have been completed.
- Masonry 95% complete for in-custody elevator.
- Framing started on third floor.
- Third floor ductwork delivered the week of 7/7/25.
- Steelwork to relocate column the week of 7/7/25.

### 2. CHANGE ORDERS

- There are several change orders in progress, please refer to the attached. Most are minor items, several are below the allowance amount previously allocated.
- The most concerning pending change order is CO #07:
  - COR 7 – Existing Plumbing Issues Below Grade: Updated costs received for full underground replacement and pipe lining.
- The cost to excavate and remove all of the existing plumbing (storm and sanitary) and to replace, backfill and repair the concrete flooring is estimated to be \$325,000.
- We are pursuing alternate repair options, namely to line the existing pipe where we can. Lining the existing pipe is significantly less expensive than complete replacement.
- Some of this pipe is not able to be lined due to deterioration, so the preferable option would be a program to line as much of the existing sewer as we can, and replace those sections of pipe that cannot be lined. The cost for this option is estimated at \$275,000.
- We believe that this cost can be absorbed into the existing GMP agreements without increasing the contract amount at this time. Currently, we are carrying several allowances, including:
  - Owners contingency: \$250,000
  - Potential Tariffs/Supply Chain Disruption: \$150,000- To date, no tariff or supply chain issues have occurred. The technology and audio/video packages have not yet been bid.
  - Audio/Video Systems: \$320,000 – This package has not yet been bid.

ESTIMATED COST: No impact to the existing GMP agreements at this time.

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Patrick Patton

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**From:** Mike Schumaker <mschumaker@ruhlin.com>  
**Sent:** Wednesday, July 9, 2025 9:52 AM  
**To:** Patrick Patton  
**Cc:** Eli Walker; Eli Walker  
**Subject:** RE: COR 7 - Council discussion  
**Attachments:** Ruhlin - Underground Plumbing Replace + Lining 070925.pdf

Hi Pat – attached is current proposal for this work.

A few key points – a drawing is attached showing scope of work

- Areas in **blue** are where full floor sawcutting, removal, excavation, replace pipe, then backfill & pour back slab
  - The area at south has broken pipe identified which needs replaced
  - The area at center needs excavated – the cleanouts need replaced here and the pipe lining vendor needs an area to run his liner equipment in from
  - This work will be done at night to remove spoils and bring new concrete in through the corridor and front court parking lot which has added cost
- Areas in **green** are base contract scope – no cost here for this work in this change
- Areas in **black** is where pipe would be lined.
  - Existing storm and sanitary piping, roughly 370 LF
  - This is same vendor that performed work at City Hall (Specialized Pipe)

Hours for TH Martin, the plumbing contractor are for following scope

- Foreman will be on site to support locating and connections for the pipe lining contractor. None of the pipe has been located as expected thus far.
- Plumber will have to temporarily tie-in the storm line at center area for the roof drains. This will need to be removed again for the permanent tie in after the lining work.
- The work will be completely pressure tested at the end of work, the same as full replacement.
- I've asked for a warranty from the pipe lining vendor for this work.

I expect the cost here \$284,750 to come down, roughly another \$10k from some scope clarifications we identified on the call this morning. But there will be a small markup for Ruhlin to manage this change.

This cost is roughly \$50k less than the full pipe replacement quote we had last week and will be much less invasive to haul out all that concrete, excavation, and new pour back which would also impact the schedule.

I will get an updated proposal later today or tomorrow for the revised amount and put Ruhlin cover sheet to it and send over.

Feel free to call with any questions

Thanks



**MIKE SCHUMAKER • Senior Project Manager**  
T: 330-239-2800 • C: 216-316-1046 • W: ruhlin.com

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**The Ruhlin Company • Great People. Proven Results. • An Equal Opportunity Employer**  
6931 Ridge Road • PO Box 190 • Sharon Center, Ohio 44274

**From:** Mike Schumaker  
**Sent:** Tuesday, July 8, 2025 3:45 PM





office@thmartin.net

## T.H. MARTIN INC.

MECHANICAL CONTRACTORS

8500 BROOKPARK ROAD, CLEVELAND, OHIO 44129

474 Locust Street, Akron, Ohio 44307

Phone(216) 741-2020 Fax (216) 741-1166

Heating, Ventilation, Air Conditioning, Sheet Metal Fabrication, Piping

Plumbing HVAC Service, Design Build and Plan & Spec

www.thmartin.net

Proposal Submitted To	Phone	Date
The Ruhl Company		7/3/2025
Street	Job Name	
	Underground pipe Lining and repair	
City, State, Zip	Job Location	
	Medina Court House	
Attention	Addenda Received	Fax
Mike Schumaker	0	

T H. Martin Inc. will provide Plumbing items as per the below scope of work in accordance with the plans and specifications. We include the following items as shown on the Plumbing drawings, and specifically exclude items that may be shown on other plans and not specifically referenced on the Plumbing drawings.

Refer to the Marked up print For were the work is happening.

Relining of under ground Storm and Sanitary

Re work and repair of storm and sanitary intersection up to 100 Square feet

Testing of all pipe when done

We will repour any concrete that we break up

Start to finish should take about 5 weeks

The Repair for the south side is included in the price which is \$22,560.00

Night work provided for Demo Spots

The Lining cost \$127,750.00 (A deposit of 20% will be required to begin. \$25,550.00) 370 foot of lining provided

We propose to furnish the above, complete in accordance with above specifications for a fee of .

	<b>\$284,757.00</b>
<b>WE DO NOT INCLUDE:</b>	<b>NOTES:</b>
Painting, Firestopping or Electrical of any type	All disposal is to G/C provided dumpster
Temporary HVAC/ Negative air/ Plumbing	
NO GPR of floors	
NO Terrazzo repair or replacement	This proposal does not include any uncontrollable commodity pricing increases over 3% and shall be payable under this proposal if incurred

1 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner in accordance with standard practices. Any deviations from specifications/plans involving additional cost will be executed only upon written change orders and will become an extra cost over and above the estimate

2 All agreements are contingent upon strikes, accidents or delays beyond our control

3 We do not automatically accept any subcontract agreement that may be included as part of bid documents All contract terms must be mutually agreed upon by all parties. Our pricing is based on standard ConsensusDOC750 typical contract language

PREPARED BY:

Brendan Pepper

Good for 30 days



# **T.H. Martin, Inc.**

*Mechanical Contractors*

8500 Brookpark Road • Cleveland, Ohio 44129

(216) 741-2020 • fax (216) 741-1166

TO: The Ruhlin Company  
ATTN.: Mike Schumaker

DATE: July 3, 2025  
JOB: Medina Court House Underground Lining  
THM #: 9947 Change Order  
RE:

Following is our price for the above-mentioned work:

**Relining and Repairing under ground storm and sanitary.**

LABOR:	Sheet Metal Shop Fabrication:	0.00 hrs. @	\$90.00 per hr.	\$0.00
	Sheet Metal Field Installation:	0.00 hrs. @	\$90.00 per hr.	\$0.00
	Sheet Metal Foreman:	0.00 hrs. @	\$90.00 per hr.	\$0.00
	Sheet Metal Supervisor:	0.00 hrs. @	\$90.00 per hr.	\$0.00
	Engineering Hours:	hrs. @	\$90.00 per hr.	\$0.00
	Pipefitter DEMO:	200.00 hrs. @	\$95.28 per hr.	\$19,056.00
	Pipefitter Field Installation:	200.00 hrs. @	\$95.28 per hr.	\$19,056.00
	Pipefitter Night Hours:	90.00 hrs. @	\$47.64 per hr.	\$4,287.60
	Project mangment	33.00 hrs. @	\$110.00 per hr.	\$3,630.00
	Detail/Coordination	40.00 hrs. @	\$110.00 per hr.	\$4,400.00
	Material Handling	24.00 hrs. @	\$95.28 per hr.	\$2,286.72
	<b>LABOR TOTAL:</b>			<b>\$52,716.32</b>

MATERIAL: Ductwork:	0 lbs. @	\$2.25 per lb.	\$0.00
	sq. ft. @	\$1.50 per sq ft	\$0.00
Pipe Demo			\$2,000.00
Piping materials			\$12,000.00
Clean outs and drains			\$4,000.00
			\$0.00
Fasteners, duct seal, blades, wire, hangers, welding supplies, gasses, etc.			\$2,408.00
<b>MATERIAL TOTAL:</b>			<b>\$20,408.00</b>

MISC. Equipment Rental:	\$0.00
Welder Rental	\$0.00
Trucking	\$1,200.00
<b>MISCELLANEOUS TOTAL:</b>	<b>\$1,200.00</b>

<b>SUBTOTAL CATEGORIES:</b>	<b>\$74,324.32</b>
Overhead: 10.0%	\$7,432.43
Subtotal:	\$81,756.75
Profit: 5.0%	\$4,087.84
<b>TOTAL THM WORK:</b>	<b>\$85,844.59</b>

**SUBCONTRACTORS:**

Specialized Pipe	Lineing	\$127,750.00
Luckys	Excavation	\$40,300.00
<b>SUBCONTRACTOR TOTAL:</b>		<b>\$168,050.00</b>
Markup: 5.0%		\$8,402.50
<b>TOTAL SUBCONTRACT WORK:</b>		<b>\$176,452.50</b>

E-mail/Fax Date: \_\_\_\_\_ Total Pages \_\_\_\_\_

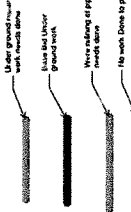
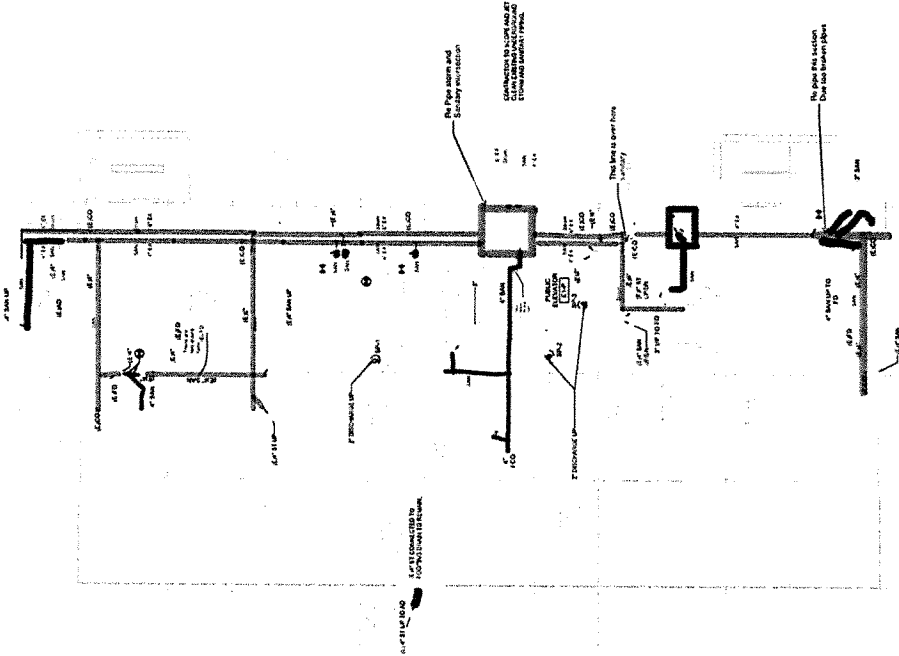
<b>CHANGE ORDER SUBTOTAL:</b>	<b>\$262,297.09</b>
Sales Tax on Material: 0.00%	\$0.00
South side add	\$22,460.00
<b>TOTAL CHANGE ORDER:</b>	<b>\$284,757.00</b>



BRANDSTETER  
ENGINEERING  
ARCHITECTURAL  
MECHANICAL  
ELECTRICAL  
PLUMBING  
Lansing, Cincinnati, Cleveland, Dulles



- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE PLUMBING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MECHANICAL AND ELECTRICAL CODES.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND EQUIPMENT.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORERS AND SUBCONTRACTORS.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO THE WORK AREA.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SIGNAGE.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY MEASURES.



**SECTION 717**  
**UNDERSLAB SANITARY, STORM, DOMESTIC WATER AND GAS PLUMBING PLAN**

717.1 General. The entire shall comply with the following requirements:

717.2 Application. The entire shall comply with the following requirements:

717.3 Installation. The entire shall comply with the following requirements:

717.4 Material. The entire shall comply with the following requirements:

717.5 Testing. The entire shall comply with the following requirements:

717.6 Approval. Deleted.

BRANDSTETER ENGINEERING  
ARCHITECTURAL  
MECHANICAL  
ELECTRICAL  
PLUMBING  
Lansing, Cincinnati, Cleveland, Dulles

OSBORN ENGINEERING  
ARCHITECTURAL  
MECHANICAL  
ELECTRICAL  
PLUMBING  
Lansing, Cincinnati, Cleveland, Dulles

PROJECT NO. 24023  
DATE: 11/12

OK  
Jstanner  
7-8-25

## REQUEST FOR COUNCIL ACTION

No. RCA 25-154-7/14

**FROM:** Medina Recreation Center <sup>JSW</sup>  
**DATE:** July 8, 2025  
**SUBJECT:** FitOn Health / Peerfit Partnership Contract Approval

**Committee:** Finance

### SUMMARY AND BACKGROUND:

The Medina Community Recreation Center is requesting Council's approval for the Mayor to enter into a fitness partnership with Peerfit, Inc. dba FitOn Health to offer membership and fitness class privileges to their clients. It is a similar membership reimbursement program as the current Silver Sneakers and Renew Active contracts offered through the Recreation Center. This program differs in that it includes both a membership and a monthly Flex Pass for members to attend unlimited fitness classes.

Reimbursement is based on daily scans, with the full monthly contract amount given at four or more scans per month, and prorated for fewer scans per month.

Peerfit/ FitOn Health members must show proof of their current eligible insurance enrollment or be approved via their online portal. The MCRC is responsible for tracking the number of verified scans per month and submitting this list to Peerfit in a timely manner. The MCRC will then receive a monthly membership/program reimbursement check.

It is Peerfit/ FitOn Health's belief that providing access to fitness facilities like the MCRC will lead to improved overall health and reduced health care claims.

Please see attached contract for all details. Contract subject to Law Director 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:

Reason:

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### COUNCIL USE ONLY:

### Committee Action/Recommendation:

### Council Action Taken:

Ord./Res.

Date:



## Fitness Partnership Agreement

### Peerfit, Inc dba FitOn Health

### Fitness Partner

Fitness Location (or Group):

Contact Name:

Christy Moats -Medina Rec Superintendent

Representative:

Contact Phone:

330-721-6919

Phone:

Contact Email:

cmoats@medinaoh.org

Email:

This Fitness Partnership Agreement ("Agreement") confirms the participation of Fitness Partner in FitOn Health's network of studios and gyms according to the terms set forth herein. The term of this Agreement begins on \_\_\_\_\_.

### Section 1: Pricing

a) **Class - Based Reimbursement:** The Fitness Partner shall provide classes to FitOn Health Users at the following agreed upon Reimbursement Rates.

Location(s)	Class Type	Reimbursement (\$)

b) **Membership - Based Reimbursement:** Fitness Partner shall provide unlimited access to its facilities and classes via a month-to-month membership to FitOn Health users who enroll in such membership at the rate of:

Location(s)	Membership Type	Reimbursement (\$)
Medina Recreation Center	Unlimited Monthly Membership	\$56.70

## **Section 2. Confidentiality:**

Fitness Partner shall not proactively disclose the details of this Agreement to FitOn Health users. Any user purchasing directly through Fitness Partner, rather than through FitOn Health, will not be eligible for the special rate offered through the FitOn Health program.

However, Fitness Partner is a public entity and, as such, this Agreement may become a public document when submitted for City Council approval. Fitness Partner adheres to full transparency in its operations and must comply with applicable public records laws. Accordingly, Fitness Partner cannot withhold information in response to a lawful public records request.

**Section 3. Logo and Other IP:** Fitness Partner shall provide FitOn Health with class descriptions, photographs, and Fitness Partner's logo. Additionally, Fitness Partner grants FitOn Health permission to use its logo, trademark, and photos on the FitOn Health website, in press releases, and in any marketing campaigns/events and channels as set forth in the Fitness Partnership Terms and Conditions. FitOn Health will create a page for Fitness Partner on the FitOn Health website and mobile apps that features such photos and includes text, content, Fitness Partner's class schedules, and so on.

**Section 4. Class Updates:** Fitness Partner shall notify FitOn Health when classes are removed from Fitness Partner's schedule. This should be done by notifying Fitness Partner's Network Partnership Manager in writing, or automatically through Fitness Partner's scheduling platform if Fitness Partner uses MINDBODY for such purpose.

**Section 5. Terms:** The Fitness Partnership Terms and Conditions ("Terms"), attached as Appendix A and available at <https://www.fitonhealth.com/network-terms-of-service>, are incorporated into this Agreement by reference. By signing this Agreement, the Fitness Partner agrees to the Terms. FitOn Health reserves the right to update the Terms at its sole discretion, with or without prior notice, and will make reasonable efforts to notify Fitness Partners of any material changes.

**Section 6. W-9:** Fitness Partner shall provide to FitOn Health a completed W-9 form. Fitness Partner represents and warrants that it has obtained any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for the performance of this Agreement.

**Section 7. Marketing:** FitOn Health shall be responsible for marketing FitOn Health services and finding FitOn Health participants through channels that FitOn Health deems appropriate.

**Section 8. Reservations:** FitOn Health shall provide reservation requests to Fitness Partners as they are received by FitOn Health, and in one or more of the following formats: MINDBODY, or other third party scheduling platforms, email, etc. FitOn Health shall maintain its website and mobile app as a central user interface for users to access information about Fitness Partner, make reservations for Fitness Partner classes, purchase memberships with Fitness Partner, and review Fitness Partner's classes.

**Section 9. Payment:** FitOn Health shall pay, on a monthly basis, the pre-negotiated rate for each reservation for a Fitness Partner class booked or Fitness Partner membership purchased through FitOn Health unless such reservation (1) was canceled by FitOn Health or the FitOn Health member in accordance with the Fitness Partner's cancellation policy up to 12 hours prior to the start time of such class; (2) was canceled by the Fitness Partner after confirming with FitOn Health. Payments will be made via ACH.

**FITNESS PARTNER agrees to keep the details of this Agreement confidential.**

Agreed to by: FitOn Health

FitOn Health

Fitness Partner

Printed

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

Printed

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

**Signature:**

---

**Date:**

---

---

**Signature:**

---

**Date:**

---

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## **Fitness Partner Payment / Tax Information**

### **ACH Banking Information:**

Bank Routing Number : \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Mailing Address : \_\_\_\_\_

\_\_\_\_\_

*Please note: FitOn Health processes all payments through ACH deposit.*

### **W9 Instructions:**

Is your entity taxed as an individual or a business? Below are instructions on how to complete this form:

- Line 1: Enter the individual or entity's name as shown on your tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.
- Line 3: Check the appropriate box on line 3 for the U.S. federal tax classification of the entity whose name is entered on line 1. Check only one box on line 3.
- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your TIN in the appropriate box.
  - Sole Proprietorship - If you have an EIN, you may enter either your SSN or EIN.
  - Single-member LLC that is disregarded as an entity separate from its owner - enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN.
    - A disregarded entity refers to a business entity with one owner that is not recognized for tax purposes as an entity separate from its owner. A single-member LLC ( "SMLLC"), for example, is considered to be a disregarded entity.
  - LLC is classified as a corporation or partnership, entering the entity's EIN.

*Please note: You should never have both a Social security number and EIN listed on Part I of Form W-9.*

## Exhibit A

# Wellness Partner Participation Terms and Conditions

Updated: 03/01/2025

Peerfit, Inc. dba FitOn Health ("FitOn Health") has developed an online resource for fitness, including researching and locating a health and fitness club and purchasing fitness classes and/or memberships (the "Service"). Wellness Partner is a fitness club and would like to become a participating wellness partner on the Service. By registering on the Service as a participating wellness partner and executing a Facility Partnership Agreement (the "Agreement") with FitOn Health, Wellness Partner hereby agrees to the terms and conditions set forth below (these "Terms").

### **1. Wellness Partner Obligations.** Wellness Partner shall:

1.1. Wellness Partner hereby agrees to be a participating wellness partner on the Service and to permit FitOn Health to list Wellness Partner on the Service. Wellness Partner agrees to provide FitOn Health with all reasonably necessary wellness partner information ("Wellness Partner Content") to register a Wellness Partner account on the Service, and to list Wellness Partner as a participating wellness partner on the Service as may be requested by FitOn Health, and other information as may be necessary for FitOn Health to complete its Wellness Partner profile page on the Service. Wellness Partner shall provide updates to such Wellness Partner Content through the Service so that it is accurate, complete and up to date for FitOn Health's end-users of the Service. As part of the Wellness Content, Wellness Partner will provide its contact email address to FitOn Health and agrees that all required legal and other notices may be sent to such email address as effective notice. Wellness Partner agrees that it will be responsible for maintaining the confidentiality of its account and all associated end-user information, including usernames and passwords. Wellness Partner will immediately notify FitOn Health in the event of any breach of

security or unauthorized use of Wellness Partner's account and assist FitOn Health in identifying and remediating the scope of such unauthorized breach or use.

1.2. Wellness Partner hereby grants FitOn Health the right and license to list Wellness Partner on the Service and to promote, market and sell Wellness Partner classes, memberships or levels of Wellness Partner access passes and benefits (each a "Wellness Partner Access") through the Service, including the right to use Wellness Partner's trademarks, service marks and logos and all Wellness Partner Content. Wellness Partner agrees that FitOn Health shall have the right to use, reproduce, edit, display and distribute Wellness Partner Content, including Wellness Partner trademarks, service marks and logos, as necessary for promotion and provision of the Service through multiple mediums, including but not limited to the Service, FitOn Health website(s), email campaigns, social media and other marketing channels, all as determined by FitOn Health.

1.3. As part of the registration process, Wellness Partner will identify the types of Wellness Partner Access, including classes, open gym access or temporary memberships, to be offered through the Service for purchase by end-users. Wellness Partner agrees to allow FitOn Health end-users who purchase Wellness Partner Access through the Service to use Wellness Partner services and facilities for such Wellness Partner Access as it would a regular paying member and/or guest of Wellness Partner and at no additional charge to the end-user. Wellness Partner understands and agrees that this is a nonexclusive Service and that FitOn Health will have other facilities on the Service, including facilities that may be near or compete with Wellness Partner's facility(ies).

1.4. Wellness Partner further shall provide to FitOn Health a phone number to receive calls and text message, and FitOn Health may communicate with Wellness Partner through calls, emails, or text messaging as FitOn Health determines in its sole discretion.

1.5. Wellness Partner Access, and all services provided by Wellness Partner to FitOn Health end-users, shall be provided or arranged at gyms, fitness studios, specialized studios, community classes, digital

streaming, or exercise centers by duly licensed, certified or otherwise authorized (as applicable) professionals in accordance with the requirements of applicable law.

1.6. Wellness Partner shall maintain in good standing at all times during the term of the Agreement any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for its performance under the Agreement. Wellness Partner shall be required to meet the applicable business, state and local licensing/certification requirements required by applicable law.

1.7. Wellness Partner represents and warrants that it is not and shall not become listed on a Preclusion List (as defined in 42 CFR §422.2) published by the Centers for Medicare and Medicaid Services or excluded from participation in the Medicare program pursuant to Section 1128 or Section 1128A of the Social Security Act. In the event Wellness Partner becomes so listed or excluded, FitOn Health may immediately terminate the Agreement, provide written notice to Wellness Partner of such termination, and provide Vendor notice of the right to appeal such termination. FitOn Health shall also have the right to terminate the Agreement, immediately upon written notice to Wellness Partner, in the event FitOn Health reasonably determines that there are material deficiencies in the professional competence, conduct or quality of services of Wellness Partner which adversely affects or could adversely affect the health or safety of FitOn Health members.

1.8. Wellness Partner shall maintain, during the term of the Agreement, commercial general liability insurance with commercially reasonable policy limits appropriate to the risk being insured, and to provide a certificate of such insurance to FitOn Health upon request. Such insurance must be provided by insurers licensed to do business in the state where Wellness Partner provides Wellness Partner Access, and who have obtained an A.M. Best financial strength rating of A- or better and are classified by A.M. Best as being of financial size category VIII or greater.

1.9. Wellness Partner agrees to perform its duties under the Agreement in accordance with all administrative guidelines, including but not limited to applicable law.

## **2. Fees.**

2.1 Wellness Partner shall not be obligated to pay any upfront listing fee for participation in the Service.

2.2 As part of the registration process and in consultation with FitOn Health, Wellness Partner shall set the rate(s) for each level of Wellness Partner Access that Wellness Partner wishes to make available through the Service. Wellness Partner shall be entitled to receive payment in the amounts specified in the Agreement. Wellness Partner acknowledges that it, and not FitOn Health nor any end user, is solely liable for the reporting and remittance of any applicable sales, use, or similar taxes arising from the sale of its services through the FitOn Health platform. FitOn Health may in its sole discretion set prices to its end-users at any time upon prior written notice to Wellness Partner. If Wellness Partner does not accept the modified FitOn Health pricing, Wellness Partner may terminate the Agreement and its status as a Wellness Partner; provided however, that it shall honor all Wellness Partner Access sold to end-users prior to such termination. Any limitations or restrictions on Wellness Partner Access shall be set forth on Wellness Partner's profile page.

2.3 FitOn Health will reimburse Wellness Partner for single Sessions booked, activated, or purchased, and not canceled, by each FitOn Health end-user at Wellness Partner's facilities, unless otherwise agreed upon by both parties for special events, according to the agreed-upon reimbursement rate. "Session" means an end-user during the applicable calendar month accessing and using the facilities and equipment of Wellness Partner to engage in physical activity, provided that a Session may accrue no more than once each business day for each end-user. For membership access, Wellness Partner will be reimbursed for an end-user's membership, prorated as provided herein, if an end-user incurs at least one Session during that calendar month. FitOn Health will prorate the specified monthly reimbursement to Wellness Partner for each end-user as follows: 25% of such reimbursement (for one Session in a calendar month), 50% (for two Sessions), 75% (for three Sessions), 100% (for four or more Sessions in a calendar month). Wellness Partner must provide FitOn Health with a report through the FitOn Health Partner Portal, using the requested template, within five (5) days of the first day of each calendar month, listing all Sessions from active memberships activated through FitOn Health. Active memberships are defined as those

associated with at least one Session during that calendar month. FitOn Health will provide a report to Wellness Partner detailing Wellness Partner Access bookings payable to the Wellness Partner, with membership reimbursement amounts prorated based on the number of Sessions as specified above. FitOn Health will process payment for on-time submissions via paper check through Bill.com within thirty (30) days of the last day of the preceding month. Please note that delivery may take longer due to standard mail processing times. Please allow for Wellness Partners may report discrepancies or submit member check-in data late, but such submissions will only be accepted for reconciliation and reimbursement within a two (2) calendar month lookback period. For example, if the current month is December, only data from October and November will be accepted for reconciliation. FitOn Health will process payments for accepted corrections or late submissions within sixty (60) days of the last day of the preceding month. For Wellness Partners integrated with FitOn Health through Mindbody, FitOn Health will reimburse Wellness Partner for Wellness Partner Access booked, activated, or purchased, and not canceled, by a FitOn Health end-user at Wellness Partner's facilities, unless otherwise agreed upon by both parties for special events, according to the agreed-upon reimbursement rate prorated as specified above.

2.4 Wellness Partner agrees to retain and maintain during the term of the Agreement and for one (1) year following complete and accurate records related to its performance and compliance under the Agreement including these Terms. FitOn Health may, at its own expense during the term of the Agreement and for one (1) year following, audit all of Wellness Partner's records and systems, as well as visit Wellness Partner's facilities during regular business hours, to confirm Wellness Partner's compliance with the Agreement. FitOn Health will provide Wellness Partner with at least ten (10) business days' written notice prior to conducting any audit or visit. Wellness Partner agrees to provide reasonable assistance and access to its records and systems for such audits. Any discrepancies identified in any audit will be promptly addressed by Wellness Partner, and FitOn Health may reasonably adjust billing or take other reasonable remedial actions with respect to such discrepancies. All information accessed or obtained during the course of any audit will be treated as confidential and will not be disclosed to third parties, except as required by law or as necessary to enforce the terms of the Agreement.

### **3. Member Information.**

Wellness Partner acknowledges and agrees that in providing the Service and selling Wellness Partner Access to end-users through the Service, FitOn Health will collect from such end-users certain personally identifiable information, such as name, email address, payment account and billing information, and provide certain personally identifiable information to Wellness Partner in connection with such end-user's participation. Wellness Partner agrees that it will use such information only as consented to by such end-users. Wellness Partner will not distribute or disclose end-user information to any third party without the expressed prior written consent of the end-user and will use such information only in accordance with the Agreement and applicable laws, rules and regulations.

### **4. Intellectual Property.**

4.1. Wellness Partner acknowledges and agrees that all rights in and to the Service, including without limitation, the Service content and website content (excluding Wellness Partner Content), look and feel, software underlying the Service and FitOn Health's trademarks, service marks and logo, shall remain the exclusive property of FitOn Health. Wellness Partner shall obtain no rights or license in or to the Service other than as set forth herein.

4.2. Wellness Partner shall retain all right, title and interest in and to Wellness Partner Content; provided, however, that FitOn Health shall have the nonexclusive, royalty-free, fully paid-up right and license during the term of the Agreement to disclose and use Wellness Partner Content for the provision of the Service as set forth herein.

### **5. Termination.**

FitOn Health may terminate the Agreement immediately with or without cause upon providing notice to Wellness Partner of such termination. Wellness Partner may terminate the Agreement with or without cause upon ninety (90) days' prior written notice by contacting FitOn Health via email at [network@fitonhealth.com](mailto:network@fitonhealth.com) and completing a termination form. Upon any termination, Wellness Partner shall

continue to honor all Wellness Partner Access booked and sold by FitOn Health through the date of termination, and FitOn Health shall be obligated to pay for such Wellness Partner Access as set forth above. Upon any termination, FitOn Health shall have the right to immediately remove or disable access to all Wellness Partner Content. The provisions of Sections 2.4 (for one year), 4, 5, 6.2, 6.3, 7 and 8 shall survive any expiration or termination of the Agreement. The Agreement will automatically renew on a monthly basis until either party terminates as specified in this Section 5.

## **6. Warranties, Disclaimers and Limitations of Liability.**

6.1. Wellness Partner represents and warrants that Wellness Partner Content is, and shall remain, complete, accurate and up-to-date and fairly represents Wellness Partner and Wellness Partner Access offerings, including Wellness Partner's location, physical spaces, features, competencies, capacity, equipment, instructors, classes, offerings and services. Wellness Partner shall provide all Wellness Partner services in accordance with all applicable laws, rules and regulations. Wellness Partner further represents and warrants that it owns or has sufficient rights in Wellness Partner Content to provide such Wellness Partner Content for use on the Service and to grant the rights to FitOn Health as set forth herein.

6.2. THE SERVICE AND ALL CONTENT AND INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE FITON HEALTH WEBSITE OR SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, FITON HEALTH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. FITON HEALTH DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM WELLNESS PARTNER'S PARTICIPATION IN THE SERVICE. FITON HEALTH DOES NOT WARRANT THAT THE SERVICE WILL BE ACCESSIBLE AT ALL TIMES OR IN ALL GEOGRAPHIC AREAS. THE SERVICE MAY BE UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. WELLNESS PARTNER UNDERSTANDS AND AGREES THAT THE END-USERS PURCHASING WELLNESS PARTNER ACCESS HAVE NOT BEEN SCREENED OR QUALIFIED BY FITON HEALTH AND THAT



FITON HEALTH SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY EXTENT FOR ANY END-USER'S USE OF WELLNESS PARTNER ACCESS, INCLUDING WITHOUT LIMITATION FOR ANY PROPERTY LOSS OR DAMAGE, DEATH, OR PERSONAL INJURY.

6.3. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ATTRIBUTABLE TO ANY PERSONAL INJURY OR DEATH, LOSS OF DATA OR LOSS OF BUSINESS OR PROFITS, ARISING OUT OF WELLNESS PARTNER'S PARTICIPATION IN THE SERVICE OR THE USE OF, OR INABILITY OF ANY PERSON TO USE, THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. Miscellaneous.**

7.1. Wellness Partner shall comply with the Medicare Marketing Guidelines.

7.2. The Agreement, including these Terms, does not constitute either party as a partner, joint venturer, employee, agent, or legal representative of the other for any purpose whatsoever. Except as expressly set forth herein with respect to FitOn Health's sale of Wellness Partner Access, neither party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, to incur debts for the other party or to bind the other party in any manner whatsoever; it being the intent of the parties hereto to create the relationship on the part of the other party of an independent contractor, for whose actions or failure to act, a party shall not be responsible.

7.3. The parties agree to try to resolve any dispute relating to this Agreement through informal negotiations in good faith with escalation as necessary to the chief executive officers or other decision-makers of each company. This Agreement shall be governed by and construed according to the laws of the State of Ohio, U.S.A., excluding its conflict of laws rules or principles. All disputes arising under or in

connection with this Agreement shall be adjudicated in the federal courts of the Northern District of Ohio or in the State courts located in Medina County, Ohio. Each of the parties acknowledges that venue shall be proper in such courts and expressly consents to the personal jurisdiction of such courts..

7.4. In the event that Wellness Partner or any end-user have a dispute relating to such end-user's exercise of Wellness Partner Access booked by such end-user or use of Wellness Partner, Wellness Partner agrees that such dispute shall be between Wellness Partner and the end-user, except to the extent FitOn Health has agreed to indemnification as set forth in Section 7.2. Wellness Partner further agrees that FitOn Health may maintain or implement an end-user feedback system and that FitOn Health shall not be responsible or liable for any end-user feedback on the Service.

7.5. All notices and other communications required under the Agreement shall be in writing and deemed to have been duly given if delivered personally, sent by email (with confirmation of receipt) or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address for a party as set forth on the cover page.

7.6. The Agreement, including these Terms, constitutes the entire agreement between Wellness Partner and FitOn Health with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements between Wellness Partner and FitOn Health, whether written or oral, with respect to the subject matter hereof. No agreement modifying the Agreement shall be binding on either party unless in a writing signed by an authorized representative of each party.

7.7. The Agreement shall not be assignable or transferable by either party in whole or in part without the written consent of the other party, and any such purported assignment or transfer shall be void; except that either party may assign and transfer the Agreement in connection with the sale, assignment or other transfer of all or substantially all of its assets, or in connection with the merger of or other acquisition of such party.

7.8. The individual registering Wellness Partner on the Service and accepting the terms of the Agreement hereby represents and warrants that they have the right and authority to bind Wellness Partner to the

Agreement, including these Terms, and have obtained all authorizations required for registration of Wellness Partner on the Service.

7.9. As used herein, "applicable law" shall refer to any applicable constitution, statute, code, ordinance, regulation, treaty, rule, court order or mandate, common law, policy, interpretation or guidance document enacted, published or promulgated by any government agency which has jurisdiction over Medicare or otherwise over the subject matter of the Agreement or the parties' performance of their duties thereunder.