

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

August 25, 2025
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (July 14, 2025)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

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

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 130-25, Res. 131-25, Ord. 132-25, Ord. 133-25, Res. 134-25, Ord. 135-25, Res. 136-25, Ord. 137-25, Ord. 138-25, Ord. 139-25, Ord. 140-25, Ord. 141-25

Res. 130-25

A Resolution authorizing the filing of a grant application to the Department of Justice (DOJ) for a COPS (Community Oriented Policing Services) grant for the Police Department.

Res. 131-25

A Resolution authorizing the application and acceptance of the Probation Community Corrections Act Grant (CCA) renewal for the period of July 1, 2025 to June 30, 2027 for the Medina Municipal Court.

Ord. 132-25

An Ordinance amending Section 31.02 (B) (6) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Municipal Court Probation Grant Positions.
(emergency clause requested)

Ord. 133-25

An Ordinance authorizing the Mayor to accept two (2) Easements necessary for the West Smith Water Line Project.
(emergency clause requested)

Res. 134-25

A Resolution authorizing an application for grant assistance with the Ohio Public Works Commission (OPWC) for the State Road Reconstruction project.
(emergency clause requested)

Ord. 135-25

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Medina Street Bridge Project.

Res. 136-25

A Resolution authorizing the Mayor to file an application for grant assistance from the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG), for the Police Department.

Ord. 137-25

An Ordinance authorizing the Mayor to enter into a Fitness Partnership Agreement with Peerfit, Inc., dba FitOn Health to offer fitness class privileges to their clients at the Medina Community Recreation Center.

Ord. 138-25

An Ordinance amending Ordinance No. 162-22, passed September 12, 2022 by repealing Section 2, relative to the stand location fee for the Municipal Deer Control Permit.
(emergency clause requested)

Ord. 139-25

An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances of the City of Medina, Ohio.

Ord. 140-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2024. (Amendments to 2025 Budget)

Ord. 141-25

An Ordinance authorizing the Finance Director to make certain fund transfers.

Council comments.

Adjournment.

RESOLUTION NO. 130-25

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE (DOJ) FOR A COPS (COMMUNITY ORIENTED POLICING SERVICES) GRANT FOR THE POLICE DEPARTMENT.

WHEREAS: The City of Medina, Ohio intends to apply to the Department of Justice (DOJ), for a COPS (Community Oriented Policing Services) grant with the intent to implement a part-time community engagement officer for the Police Department.

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

SEC. 1: That the Mayor is hereby authorized and directed to file an application for grant assistance to the Department of Justice (DOJ), for a COPS (Community Oriented Policing Services) grant for the Police Department.

SEC. 2: That if the Grant is awarded, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 131-25**A RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE PROBATION COMMUNITY CORRECTIONS ACT GRANT (CCA) RENEWAL FOR THE PERIOD OF JULY 1, 2025 TO JUNE 30, 2027 FOR THE MEDINA MUNICIPAL COURT.**

WHEREAS: Notice was received from the Ohio Department of Rehabilitation and Correction that the Community Corrections Act Grant for the Medina Municipal Probation Department has been extended from July 1, 2025 to June 30, 2027 at the estimated funding level of \$427,324.00; and

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

SEC. 1: That the Probation Community Correction Act Grant Extension funding for the period of July 1, 2025 to June 30, 2027 in the amount of \$427,324.00 is hereby accepted and approved.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 132-25**AN ORDINANCE AMENDING SECTION 31.02 (B) (6) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE MUNICIPAL COURT PROBATION GRANT POSITIONS, AND DECLARING AN EMERGENCY.**

WHEREAS: Section 31.02 (B) (6) of the Salaries and Benefits Code pertaining to the Municipal Court Grant Positions presently reads as follows:

(6) MUNICIPAL COURT GRANT POSITIONS

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer *	\$25.94/hr. – July 1, 2023
Part-Time	\$26.85/hr. – 01/01/2024
	\$27.59/hr. – 01/01/2025
1 Probation Officer/Group Facilitator**	\$28.60/hr. – July 2023
	\$29.60/hr. – January 2024
	\$30.64/hr. – January 2025

*Positions effective July 1, 2023 to June 30, 2025. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

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

SEC. 1: That Section 31.02 (B) (6) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows relative to the Municipal Court Grant Positions:

(6) MUNICIPAL COURT GRANT POSITIONS

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer *	\$27.59/hr. – January 2025
Part-Time	\$28.72/hr. – January 2026
	\$29.73/hr. – January 2027
	\$30.77/hr. – January 2028
1 Probation Officer/Group Facilitator**	\$30.64/hr. – January 2025
	\$31.71/hr. – January 2026
	\$32.82/hr. – January 2027
	\$33.97/hr. – January 2028

*Positions effective **July 1, 2025 to June 30, 2027**. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for

full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant goes into effect July 1, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 133-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT TWO (2) EASEMENTS NECESSARY FOR THE WEST SMITH WATER LINE PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized to accept two (2) Easements necessary for the West Smith Reconstruction Project.
- SEC. 2:** That the Permanent Easement marked Exhibit A, attached hereto and incorporated herein, is located on Permanent Parcel No. 028-19A-21-273.
- SEC. 3:** That the Temporary Easement marked Exhibit B, attached hereto and incorporated herein, is located on Permanent Parcel No. 028-19A-21-273.
- SEC. 4:** That the funds to cover the easements, in the amount of \$4,100.00 are available in Account No. 108-0610-54411.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the property owned has signed and would like to get this recorded and the owner paid as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 134-25**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE STATE ROAD RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS: The City of Medina, Ohio wishes to apply to the State of Ohio, Ohio Public Works Commission, for funding assistance under Issue 1 and LTIP program funding for the State Road Reconstruction Project.

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

- SEC. 1:** That the Council of the City of Medina, Ohio hereby approves the filing of an application or applications to the State of Ohio, Ohio Public Works Commission, for Issue 1 and LTIP program funding.
- SEC. 2:** That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application or applications with the appropriate authority and to provide all information and documentation required in the application process.
- SEC. 3:** That if the Grant is awarded to the City, the Mayor is hereby authorized to accept them and enter into any agreements with the State of Ohio for the implementation and administration.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the application is due September 5, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____**SIGNED:** _____
President of Council**ATTEST:** _____
Clerk of Council**APPROVED:** _____**SIGNED:** _____
Mayor

ORDINANCE NO. 135-25

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A
CONTRACT TO THE SUCCESSFUL BIDDER FOR THE
MEDINA STREET BRIDGE REPLACEMENT PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the Medina Street Bridge Replacement project, Job #1137, in accordance with plans and specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the project, in the amount of \$677,000.00, is available as follows: \$432,229.05 in Account No. 380-0690-54418 (OPWC Grant), and \$244,770.95 in Account No. 108-0690-54414 (City share).
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 136-25

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION FOR GRANT ASSISTANCE FROM THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), FOR THE POLICE DEPARTMENT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application for grant assistance with the Bureau of Justice Assistance, U.S. Department of Justice for the 2025 Edward Byrne Justice Assistance Grant (JAG) Program for the Police Department, for the purpose of implementing the APCO IntelliComm platform.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 137-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FITNESS PARTNERSHIP AGREEMENT WITH PEERFIT, INC., DBA FITON HEALTH TO OFFER FITNESS CLASS PRIVILEGES TO THEIR CLIENTS AT THE MEDINA COMMUNITY RECREATION CENTER.

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a Fitness Partnership Agreement with Peerfit, Inc., dba FitOn Health to offer fitness class privileges to their clients at the Medina Community Recreation Center (MCRC).
- SEC. 2:** That a copy of the Fitness Partnership Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



ORD 137-25
EXH. A

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:

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 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.

ORDINANCE NO. 138-25

AN ORDINANCE AMENDING ORDINANCE NO. 162-22, PASSED SEPTEMBER 12, 2022 BY REPEALING SECTION 2, RELATIVE TO THE STAND LOCATION FEE FOR THE MUNICIPAL DEER CONTROL PERMIT, AND DECLARING AN EMERGENCY.

WHEREAS: Section 2 of Ordinance No. 162-22, passed September 12, 2022, authorized a \$75.00 fee for a new stand location and \$50.00 fee for a same stand location per archer for the Municipal Deer Control Permit; and

WHEREAS: The Mayor has requested to remove Section 2 of Ordinance No. 162-22, passed September 12, 2022 in its entirety, in order to keep costs down for potential applicants.

Section 2: That in order to defray the expenses incurred with the management of this program, a fee of \$75.00 for a new stand location and \$50.00 for a same stand location per archer applicant is established and must accompany any application for the Municipal Deer Control Permit

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

SEC. 1: That Section 2 of Ordinance No. 162-22, passed September 12, 2022 is hereby repealed.

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that applications will be accepted beginning August 18, 2025 with the season opening on September 27, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 139-25

**AN ORDINANCE TO APPROVE, ADOPT AND
ENACT CURRENT REPLACEMENT PAGES TO
THE CODIFIED ORDINANCES OF THE CITY OF
MEDINA, OHIO.**

WHEREAS: Various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of the City of Medina, Ohio; and

WHEREAS: Certain traffic and misdemeanor ordinances should be revised to comply with current State law; and

WHEREAS: The codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council.

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

SEC. 1: That the ordinances of the City of Medina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2025 Replacement Pages to the Codified Ordinances, which are hereby attached to this Ordinance as Exhibit A, are hereby approved and adopted.

SEC. 2: The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

303.01	Compliance with Lawful Order of Police Officer; Fleeing. (Amended)
303.083	Impounding Vehicles on Public Property. (Amended)
303.10	Leaving Junk Vehicles on Private Property with Permission of Owner. (Amended)
331.381	School Bus Operator to Report Violations. (Added)
331.39	Driving Across Grade Crossing. (Amended)
331.40	Stopping at Grade Crossing. (Amended)
331.401	Slow-Moving Vehicles or Equipment Crossing Railroad Tracks. (Added)
333.01	Driving or Physical Control While Under the Influence. (Amended)
333.07	Street Racing, Stunt Driving and Street Takeovers Prohibited. (Amended)
333.11	Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
335.04	Certain Acts Prohibited. (Amended)
335.072	Driving Under Financial Responsibility Law Suspension or Cancellation; Driving Under a Nonpayment of Judgment Suspension. (Amended)
335.074	Driving Under License Forfeiture or Child Support Suspension. (Amended)
337.26	Child Restraint System Usage. (Amended)

General Offenses Code

513.01	Drug Abuse Control Definitions. (Amended)
513.02	Gift of Marihuana. (Amended)
513.03	Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04	Possessing Drug Abuse Instruments. (Amended)
513.05	Permitting Drug Abuse. (Amended)
513.07	Possessing or Using Harmful Intoxicants. (Amended)
513.08	Illegally Dispensing Drug Samples. (Amended)
513.12	Drug Paraphernalia. (Amended)
513.17	Pseudoephedrine Sales. (Added)
525.05	Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
533.01	Obscenity and Sex Offenses Definitions. (Amended)
533.03	Unlawful Sexual Conduct with a Minor. (Amended)
533.04	Sexual Imposition. (Amended)
533.16	Grooming. (Added)
537.02	Vehicular Homicide and Manslaughter. (Amended)
537.021	Vehicular Assault in a Construction Zone. (Amended)
537.14	Domestic Violence. (Amended)
537.16	Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternative Nicotine Products; Transaction Scans. (Amended)
537.23	Illegal Use of a Tracking Device or Application. (Added)
545.01	Theft and Fraud Definitions. (Amended)
545.05	Misdemeanor Theft. (Amended)
549.12	Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Amended)

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

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

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 140-25

**AN ORDINANCE AMENDING ORDINANCE NO. 209-24,
PASSED NOVEMBER 25, 2024.** (Amendments to 2025 Budget)

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

SEC. 1: That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
574-0351-53322	225,000.00 *
574-0357-52215	30,000.00 *
574-0350-52215	15,000.00 *
574-0303-53312	10,000.00 *
106-0101-53315	100.00 *
722-0925-56611	2,981.16 *
723-0925-56611	126,000.77 *
901-0920-56611	52,675.94 *
901-0920-56612	2,024.23 *
938-0740-56611	2,000.00 *
001-0420-52211	4,562.50
001-0420-52211	3,000.00
001-0723-52211	540.00

SEC. 2: That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
001-0420-50111	4,562.50
001-0420-50112	3,000.00
001-0723-50117	540.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 141-25

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

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

- SEC. 1:** That the Finance Director is hereby authorized to make the following fund transfers:
- \$52,675.94 from Unclaimed Monies Fund (#901) to General Fund (#001)
 - \$2,981.16 from Water Meter Deposit Fund (#722) to Water Fund (#513)
 - \$126,000.77 from Developer Deposits Fund (#723) to Unclaimed Monies Fund (#901)
 - \$2,000.00 from Bid & Performance Bond Fund (#938) to Unclaimed Monies Fund (#901)
 - \$70,000.00 from General Fund (#001) to the Parking Fund (#140)
 - \$425,336.79 from Special Assessment Bond Retirement Fund Unexpected to Special Assessment Projects Fund (#428)
- SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor