

AGENDA
May 11, 2020
City Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 20-092-5/11 – Budget Amendments
#8596 – Repay Advances / Cover Shortfalls
3. 20-093-5/11 – Fund Advance – Mechanics Fund
4. 20-094-5/11 – Fund Transfer – Board of Building Standards Fund
5. 20-095-5/11 – Expenditure – Technology Engineering Group – Municipal Court
6. 20-096-5/11 – Accept Grant – Ohio Body Armor Program – Police Dept.
7. 20-097-5/11 – PY20 CHIP Grant Application
8. 20-098-5/11 – Increase P.O. #20-731, Zashin & Rich – Law Dept.
9. 20-099-5/11 – Expenditure Over \$15,000 – CXT Incorporated – Parks Dept.
10. 20-100-5/11 – Discussion: Comprehensive Plan Update – RFP's received
11. 20-101-5/11 – Then & Now – Municipal Court – Pioneer Technology Group
12. 20-102-5/11 – Bulletproof Vest Partnership Program – Police Dept.
13. 20-103-5/11 – Agreement w/Euthenics, Inc. – Gates Mills Bridge Replacement
14. 20-104-5/11 – Amend Sections 31.03 & 31.16 S&B Code – Payscale/Healthcare
15. 20-105-5/11 – Amend Various Sections S&B Code Pertaining to Union Agreements
16. 20-106-5/11 – Bid Acceptance – Lindenwood Lake Dam Improvements
17. 20-107-5/11 – Purchase (1) 2020 F350 w/Utility Service Body – Water Dept.
18. 20-108-5/11 – Exemptions to Zoning Code relating to Outdoor Dining during Covid-19

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 20-092-5/11 – Budget Amendments
- 20-093-5/11 – Advance Request – Mechanics Fund
- 20-094-5/11 – Transfer Request – Board of Building Standards
- 20-095-5/11 – Expenditure – Server Refresh – Municipal Court
- 20-096-5/11 – Accepting Grant – Ohio Body Armor Program – Police Dept.
- 20-097-5/11 – PY20 CHIP Grant Program Application
- 20-098-5/11 – Increase P.O. #20-731 – Zashin & Rich – Law Dept.
- 20-099-5/11 – Expenditure Over \$15,000 – CXT Inc. – Parks Dept.
- 20-100-5/11 – Discuss Comprehensive Plan Update - RFP's received
- 20-101-5/11 – Then & Now – Municipal Court – Pioneer Technology Group
- 20-102-5/11 – Bulletproof Vest Partnership Program – Police Dept.
- 20-103-5/11 – Agreement with Euthenics, Inc. – Gates Mills Bridge Replacement
- 20-104-5/11 – Amend S & B Code 31.03 & 31.16 – Payscales & Healthcare
- 20-105-5/11 – Various Amendments to S & B Code Pertaining to Union Agreements
- 20-106-5/11 – Bid Acceptance – Lindenwood Lake Dam Improvements
- 20-107-5/11 – Purchase (1) 2020 F-Series SD F350 w/Utility Service Body – Water Dept.
- 20-108-5/11 – Exemptions to Zoning Code, Pertaining to Outdoor Dining during Covid-19

5/11/20

REQUEST FOR APPROPRIATION ADJUSTMENT

No 8596

Type of Adjustment (check one) Administrative _____
 Finance Committee _____
 Council _____

From Account Number	To Account Number	Amount	Transfer of Existing Appropriation	Unappropriated Funds	
	307-0110-56615	150,000		X	①
	546-0530-56615	550,000		X	①
	001-0707-56615	50,000		X	②
	001-0707-56611	1,000		X	③

Explanation: ① Repay Advances
 ② Cover shortfall in mechanics
 ③ Cover shortfall in Bldg Standards

Department Head: Keith A. Jinkins Date: 4/24/20

Council/Committee Action: Approved: _____ Ord. No. 90-20
 (circle one) Denied: _____
 Returned for explanation: _____
 Returned to use existing account funds: _____

Clerk of Council/Date _____

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

REQUEST FOR COUNCIL ACTION

No. RCA 20-093-5/11

FROM: Keith H. Dirham
DATE: Friday, April 24, 2020
SUBJECT: Advance for Mechanics Fund

Committee: Finance +
Council

SUMMARY AND BACKGROUND:

I respectfully request authorization to advance \$50,000 from the General Fund (#001) to the Mechanics Fund (#676) to cover existing and projected negative balances until such time as increased rates repay the shortfall.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No. 001-0707-56615

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

*Ord-91-20
5-11-20*

REQUEST FOR COUNCIL ACTION

No. RCA 20-094-5/11

FROM: Keith H. Dirham
DATE: Friday, April 24, 2020
SUBJECT: Transfer for Board of Building Standards Fund

Committee: Finance Council

SUMMARY AND BACKGROUND:

I respectfully request authorization to transfer \$1,000 from the General Fund (#001) to the Board of Building Standards Fund (#939) to cover a shortfall created by refunds of building permits.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No. 001-0707-56611

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

*Ord. 92-20
5-11-20*

REQUEST FOR COUNCIL ACTION

No. RCA 20-095-5/11

FROM: Medina Municipal Court
DATE: APRIL 23, 2020
SUBJECT: SERVER REFRESH

Committee: Finance

SUMMARY AND BACKGROUND

Medina Municipal Court respectfully requests that Council approve the following expense through TEG (Technology Engineering Group).

Acronis Cloud Backup	\$4900 for 2020
(3) Scale Hyper converged Hosts Servers	\$52,000.00
TEG Services	\$6,000.00
Server Software	\$3,650.00
Server 2019 User Calls	\$1,300.00
Total Estimate	\$67,850.00

Estimated Backup monthly costs \$815 per month going forward 2021

TEG will provide labor and materials to replace existing servers and provide Acronis cloud backup services. The existing server will be repurposed to provide a local backup to the updated server infrastructure. The current solution should provide enough growth for the court for an estimated 5 years.

Estimated Cost: \$67,850.00

Suggested Funding:

- sufficient funds in Account No. 001-0705-53315
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____
-

Emergency Clause Requested: YES

Reason: Goal will be to complete project by June 2020. Current Barracuda license expires July 2020.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



TECHNOLOGY
ENGINEERING
GROUP^{LLC}

Server Refresh
for
Medina Municipal Court

April 13, 2020

Narrative

TEG will provide labor and material to replace the existing DELL VRTX server and provide Acronis cloud backup services. The existing DELL VRTX will be repurposed to provide a local backup to the updated server infrastructure. The proposal includes migrating and/or re-creating all VM's in Server 2019 server software. The goal for this project is to have hardware ordered in mid-April and have the migration complete by the end of June 2020.

TEG believes that hyperconverged server infrastructure is the future. We have deployed a similar system from Cisco at Medina City Schools, that follows the same architecture. Traditional 3-2-1 systems (3 hosts, 2 switches and 1 SAN) are not as highly available as hyperconverged systems. The SCALE system can run the entire court with one of the three nodes offline or failed. Disk, CPU and memory are contained on each of the 3 hosts, and the SCALE system software and hypervisor manage the resources between the 3 hosts. This eliminates the expensive cost of VMWARE licensing and traditional HOST/SAN hardware. This system is a simpler model and proves to be a very high-performance system. SCALE Computing and TEG did a hardware utilization study of the existing hardware to ensure that we right-sized the solution. As the requirements of the court grow, it is a simple matter to add another host (if required) to expand the capabilities of the SCALE solution. The current solution should provide enough growth for the court for an estimated 5 years.

Acronis backup is a more cost-effective cloud-based backup system. We will utilize the old DELL hardware for a local backup, but the heart of the system lies in it's cloud DR and backup abilities. There is no on-site Acronis hardware per say, and the cost / TB is very cost effective compared to other solutions, such as Barracuda.

In this response, TEG will be offering the following hardware/Software/Services:

- SCALE Computing (3) node H3B13.92T-96 Hyperconverged compute infrastructure
 - 13.92TB of Usable storage
 - 96GB of memory on each host
 - Single CPU with 8 cores on each host
 - 5 years of TOTAL server maintenance
- Acronis cloud backup
 - \$102 / TB of cloud storage
 - 5 VMs will be provided as Disaster Recovery nodes able to be run in the Acronis cloud in the event of a critical disaster. The list of VM's include:
 - MMC-SQL, MMC-DMZWEB, MMC-FILE, MMC-IMAGES and MMC-DC1

REQUEST FOR COUNCIL ACTION

OK Hammer 4-23-2020

No. RCA 20-096-5/11

Committee Finance

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

Mayor's Initials: _____

[Handwritten Signature]

(Signature)

Guidelines: See information on back of form

Date: 4/22/20

Subject: Ohio Law Enforcement Body Armor Program

Summary and Background: The Ohio Attorney General's Office and the Ohio Bureau of Workers' Compensation created the Ohio Law Enforcement Body Armor Program in 2018 to help local law enforcement entities purchase body armor vests. The Police Department has been awarded \$12,420.00 for 2020. We request Council allow the Police Department to accept the awarded funds in reimbursement of vest expenditures.

Estimated Cost: N/A

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: N/A

Account No: 106-0101-51131

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

INSTRUCTIONS

- The Chief or Sheriff must sign the following Award Acceptance and comply with the terms and conditions listed below.
- Award payments cannot be disbursed before this signed Award Acceptance has been submitted.
- Please contact Attorney General's Office via e-mail at OhioLEBodyArmor@OhioAttorneyGeneral.gov with any questions regarding the Ohio Law Enforcement Body Armor Program.

Please send the completed form to OhioLEBodyArmor@OhioAttorneyGeneral.gov

AWARD ACCEPTANCE AND REQUESTS FOR REIMBURSEMENT ARE DUE BY September 30, 2020

AGENCY INFORMATION

Recipient Organization: Medina Police Department

Award Amount: \$12,420.00

Award Period End Date: September 30, 2020

ACCEPTANCE

The Recipient Organization agrees as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms hereof, the Recipient Organization (the "Recipient") agrees to receive certain award funds under the Ohio Law Enforcement Body Armor Program (the "Funds") for a 75% reimbursement of the purchase price of bulletproof vests purchased pursuant to the Ohio Law Enforcement Body Armor Program. The Recipient agrees that it will be liable to repay any Funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (the "Attorney General"). This Award Acceptance may only be modified in a writing signed by the Attorney General and the Recipient.

II. Limitations on Use of Funds. Funds received under the Ohio Law Enforcement Body Armor Program will not be used for any political campaign or governmental lobbying in a partisan manner. Purchases of bulletproof vests must have been made during the Award Period as stated above in order to be reimbursed.

III. Disbursement of Funds. Direct payments will be made by Electronic Funds Transfers to Recipients that have submitted an Authorization Agreement for Direct Deposit of EFT Payments form to the Attorney General. Otherwise, payment will be made by check from the Office of Budget and Management. For all awards, the Funds will be disbursed upon receipt from the Recipient of this signed Award Acceptance and a completed Request for Payment Form including all necessary documentation of the purchase, and upon Attorney General approval. In order to be reimbursed, all required documentation must be submitted by September 30, 2020 via e-mail to OhioLEBodyArmor@OhioAttorneyGeneral.gov. Disbursements are contingent upon the timely submission and approval of all required documentation (which may include, but is not limited to, original invoices and receipts). No payments will be made after September 30, 2020.

IV. Liability. Recipient agrees that the Attorney General and the Ohio Bureau of Workers' Compensation are not responsible for the operation of the bulletproof vests purchased pursuant to this program. In the event of an injury or occupational disease arising from the implementation of the program, the Recipient and the employee's sole and exclusive remedy shall be pursuant to the workers' compensation laws of the appropriate jurisdiction.

V. Ethics/Conflict of Interest. The Recipient, by signature on this Award Acceptance, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

VI. Non-Discrimination. Pursuant to R.C. 125.111 and the Attorney General's policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described herein. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work described herein on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VII. Campaign Contribution Limits. The Recipient hereby certifies that neither Recipient nor any of Recipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

VIII. Compliance with Law. The Recipient, in expending the Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

IX. Authority to Bind Parties. The person signing this Award Acceptance on behalf of Recipient is legally authorized to obligate the Recipient.

X. Certification of Funds. It is expressly understood and agreed by Recipient that none of the rights, duties, and obligations described herein shall be binding until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 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, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

XI. Reporting Requirement. Recipient shall submit one report one (1) year after the purchase of the vests describing the utilization of the vests and the outcome received from the expenditure of the Funds. The report shall be completed online to provide data on the utilization of the vests and workers' compensation claims of injury related to shooting incidents over a period of twelve (12) months following the purchase of the vests. Additional data elements include reporting the number of hours worked by law enforcement officers utilizing the vests over a period of twelve (12) months. The report shall be completed through the Ohio Bureau of Workers' Compensation Ohio Law Enforcement Body Armor Program web page. This report shall be submitted within ninety (90) calendar days following the one year anniversary of the purchase of the vests. If the report is not filed, or if the report is not completely filled out, the Recipient shall be liable to repay the full amount of the Funds received.

XII. Time of Performance. Notwithstanding the foregoing, this Award Acceptance shall expire when the obligations set forth herein are complete.

By my signature on behalf of the Recipient, I agree to fully comply with the terms and conditions of this Award Acceptance and the Ohio Law Enforcement Body Armor Program and to use all Funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if the Funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved application submitted.

IN WITNESS WHEREOF, the Recipient has caused this Award Acceptance to be executed by its authorized officers.

OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM AWARD RECIPIENT

Chief/Sheriff Printed Name: Edward L. Kinney

Title: CHIEF

Chief/Sheriff Signature: 

Date: 4/8/20

Jackie Ingersoll

m: Jackie Ingersoll
Sent: Wednesday, April 8, 2020 3:01 PM
To: 'OhioLEBodyArmor@OhioAttorneyGeneral.gov'
Cc: Natalie Santivasci
Subject: 2019-2020 Ohio Law Enforcement Body Armor Program Award Acceptance
Attachments: 20200408144814491.pdf

To Whom it May Concern,

Attached is our signed Award Acceptance form for 2019-2020.

Thank you,

Jackie Ingersoll
Department Financial Administrator
Medina Police Department
150 W. Friendship Street
Medina, OH 44256
330~725~7777
330~722~4451 FAX
jingersoll@medinaoh.org

OK
for Howell
4-29-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-097-5/11

FROM: Sandy Davis

Committee Finance

DATE: April 28, 2020

SUBJECT: PY20 Community Housing Impact and Preservation Program (CHIP)

SUMMARY AND BACKGROUND:

The State of Ohio, Development Services Agency, Office of Community Development PY20 Community Housing Impact and Preservation Program Guidelines encourages communities to partner with other communities in their respective County by increasing the amount of funding available. The City of Medina has elected to partner with the City of Brunswick on one single application. By electing to file an application under a Partnership Agreement, each community is eligible for \$350,000 in funds.

The City of Medina has been designated by the partnership to be the lead agency or "grantee" for the Partnership to facilitate applying for, implementing, and administering the grant. The City of Medina is applying for the grant with the understanding that, if awarded, the City of Medina, as the "Grantee" is responsible for and has authority over the entire CHIP grant award.

This is a request that Ohio Regional Development Corporation be authorized and directed to file on behalf of the City of Medina an application with the Ohio Development Services Agency for funding under the PY20 Community Housing Impact and Preservation Program (CHIP) for the purpose of funding housing improvements for low and moderate income homeowners.

A first public meeting was held on March 10, 2020 to discuss the programs and funding sources. The second public meeting will be held on May 21, 2020 to announce the proposed projects as follows as a result of public input and City Administration input.

The proposed projects are as follows:

The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

1. Private Owner Rehabilitation approximately **\$390,000**. Approximately (8) housing structures in the Cities of Medina and Brunswick will receive housing rehabilitation assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible properties must be located in the City of Medina or City of Brunswick. All loans will be made at a 0% interest, partially forgivable with payback deferred until the owner transfers interest in the property. Funding Source – HOME Funds/CDBG Funds.
2. Home Repair Assistance approximately **210,000**. Approximately (12) housing structures in the Cities of Medina and Brunswick will receive home repair assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.
3. Tenant Based Rental Assistance approximately **\$16,000**. Approximately (4) families will receive Tenant Based Rental Assistance for first month's rent, security deposit and utility deposit in the City of Medina or City of Brunswick. The Assistance will be in the form of a grant. Funding Source – HOME funds.
4. Administration approximately **\$81,000**. Administration is requested to reimburse the Community for staff time dedicated to CHIP projects. The funds could also be used to retain program consultants for the grant period. Funding Source – CDBG and HOME Funds
5. Fair Housing approximately **\$3,000**. Funding Source – CDBG Funds.

TOTAL GRANT REQUEST: **\$700,000**

In the event the grant is awarded to the City, a request that the Mayor be authorized to accept the grant and enter into any and all documentation necessary for the implementation and administration of said grant including but not limited to the Partnership Agreement with the City of Brunswick and Consultant Contract.

Suggested Funding: \$700,000

- Sufficient funds in Account No.
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No. TBD by Finance Dept.

Emergency Clause Requested: yes
Reason: Application due June 24, 2020

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

RCA 20-098-5/11

Finance Only

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,000.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/27/2020

Department: Law

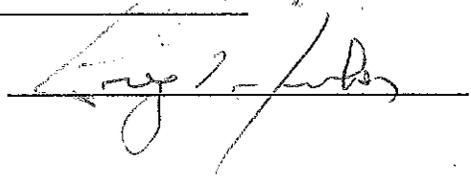
Amount: \$10,000

B.O.C. Approval Date: 4-13-2020
(Finance Use Only)

Account Number: 001-0704-52225

Vendor: Zashin & Rich

Department head/Authorized signature:



Item/Description:

Legal services - Prepare for Fact-finding hearing for Patrol Officer, Sergeant and Dispatch

Increase PO # 20-731 Original P.O. \$15,000

New total \$25,000

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

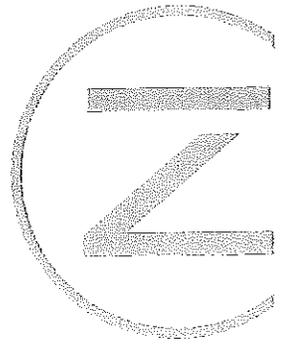
Clerk of council

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

Thank you.

ZASHIN & RICH

Ernst & Young Tower | 950 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p: 216 696 4441 | f: 216 696 1618 | zrlaw.com



DATE: 3/23/2020

CLIENT: Medina, City of
Attn: Sherry Crow
P.O. Box 703
Medina, OH 44258-0703

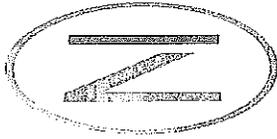
Privileged & Confidential

CLIENT Police Officers (OPBA) Negotiations 2019
MATTER: 1659-19-02
INVOICE: 116596

Total Fees for Services Rendered	\$13,635.00
Total Expenses	<u>\$424.00</u>
Total Amount Due for this Matter	<u>\$14,059.00</u>

BILL SUMMARY

Total Fees for Services Rendered	\$13,635.00
Total Expenses	\$424.00
Total Amount Due for This Invoice	<u>\$14,059.00</u>



ZASHIN & RICH

Zashin & Rich Co., L.P.A.
950 Main Avenue, 4th Floor
Cleveland, OH 44113

Medina, City of
Attn: Sherry Crow
P O Box 703
Medina, OH 44258-0703
February 29, 2020

Regarding: Police Officers (OPBA) Negotiations 2019

Invoice No: 116596

Matter No: 1659-19-02

Professional Services

<u>Date</u>	<u>Staff</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Charges</u>
2/11/2020	ZLH	Research and draft wage and benefit comparable charts for use at upcoming fact-finding hearing	2.30	\$130.00	\$299.00
2/12/2020	ZLH	Research and draft Laborer and Mechanic wage and benefit comparable charts for use at upcoming fact-finding hearing	1.50	\$130.00	\$195.00
2/12/2020	ZLH	Research and draft wage and benefit comparable charts for use at upcoming fact-finding hearing	2.30	\$130.00	\$299.00
2/13/2020	JMD	Draft email to K. Dirham	0.10	\$250.00	\$25.00
2/13/2020	ZLH	Draft wage and benefit comparable charts for use at upcoming fact-finding hearing	1.90	\$130.00	\$247.00
2/14/2020	JMD	Review County Sheriff's fact-finding report. Prepare for hearing	0.80	\$250.00	\$200.00
2/14/2020	ZLH	Draft wage and benefit comparable charts for use at upcoming fact-finding hearing	1.50	\$130.00	\$195.00

2/17/2020	JMD	Telephone conference with Union attorney. Draft email to client and review response. Prepare for hearing and prepare pre-hearing statement	1.70	\$250.00	\$425.00
2/17/2020	ZLH	Research and draft Patrol Officer, Sergeant and Dispatcher wage and benefit comparable charts for use at upcoming fact-finding hearing	0.80	\$130.00	\$104.00
2/18/2020	JMD	Draft email to K. Dirham. Prepare fact-finding proposals. Prepare pre-hearing statement. Prepare revised Teamsters tentative agreement document. Draft email to Mayor Hanwell and K. Dirham. Review and respond to additional emails from client	3.90	\$250.00	\$975.00
2/19/2020	ZLH	Research and draft Patrol Officer, Sergeant and Dispatcher wage and benefit comparable charts for use at upcoming fact-finding hearing	3.90	\$130.00	\$507.00
2/20/2020	JMD	Prepare pre-hearing statement. Review email and documents from K. Dirham. Review and respond to emails from Mayor Hanwell	2.20	\$250.00	\$550.00
2/20/2020	ZLH	Draft Patrol Officer, Sergeant and Dispatcher wage and benefit comparable charts for use at upcoming fact-finding hearing	3.90	\$130.00	\$507.00
2/21/2020	JMD	Telephone conference with K. Dirham. Review financial documents from K. Dirham. Prepare exhibits for fact-finding. Review and respond to email from Union attorney. Prepare pre-hearing statement	3.60	\$250.00	\$900.00
2/22/2020	JMD	Prepare pre-hearing statement. Draft email to Union attorney	2.50	\$250.00	\$625.00
2/24/2020	JMD	Prepare tentative agreement document. Draft email to Union attorney. Review comparable data. Prepare pre-hearing statement. Telephone conference with Mayor Hanwell. Review and respond to emails from client. Revise fact-finding proposals	6.80	\$250.00	\$1,700.00

2/25/2020	JMD	Prepare pre-hearing statement. Review and respond to emails from Chief Kinney and Mayor Hanwell. Revise proposals. Draft emails to client. Review comparables. Prepare hearing exhibits	5.30	\$250.00	\$1,325.00
2/25/2020	ZLH	Research and draft Patrol Officer, Sergeant and Dispatcher wage and benefit comparable charts for use at upcoming fact-finding hearing	3.80	\$130.00	\$494.00
2/26/2020	JMD	Telephone conference with L. Bowers. Telephone conference with P. Patton. Telephone conference with Mayor Hanwell. Review and respond to emails from client. Prepare pre-hearing statement. Review comparables. Prepare hearing exhibits. Review Union's pre-hearing statement. prepare for hearing	6.60	\$250.00	\$1,650.00
2/26/2020	ZLH	Research and draft Patrol Officer, Sergeant and Dispatcher wage and benefit comparable charts for use at upcoming fact-finding hearing	2.60	\$130.00	\$338.00
2/27/2020	JMD	Prepare for fact-finding. Meet with Mayor Hanwell. Representation of client at fact-finding hearing	8.30	\$250.00	\$2,075.00

Expenses

<u>Start Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Charges</u>
2/28/2020	COPY CHARGES	2,021.00	\$0.20	\$404.20
2/28/2020	COPY CHARGES	99.00	\$0.20	\$19.80

Total Fees and Expenses

\$14,059.00

Total New Charges

\$14,059.00

Previous Balance

\$688.80

2/14/2020 Payment

132964

Medina, City of

\$-630.00

Total Payments and Credits

\$-630.00

Balance Due

\$14,117.80

A/R Aging

Current	30 Days	60 Days	90 Days	120 and Over	--	Total
\$14,059.00	\$58.80	\$0.00	\$0.00	\$0.00	\$0.00	\$14,117.80

Any payments received after the invoice date will be reflected on the next bill. If you have any questions regarding this bill, please do not hesitate to contact Gwen Johnston at 216.696.4441 or via email gsj@zrlaw.com.

RCA 20-099-5/11

Finance Only

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 5/1/2020

Department: Parks

Amount: \$22,205.00

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

Account Number: 104-0301-54412

Vendor: CXT Incorporated

Department head/Authorized signature: _____

*eK Anthony
5-1-2020*

Item/Description:

Purchase and installation of CXT Precast Concrete Single Vault Restroom for Sam Masi Park.

This project is collaboratively funded through contributions from the Miracle League of Northeast Ohio and the Willard Stephenson Foundation.

**Authorize Mayor Hanwell to sign and accept quote on behalf of the City of Medina

Purchased through the Sourcewell Contract #030117-CXT

**New Vendor

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

Revised:

6/1/2018

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CXT Incorporated

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

P.O. Box 643343

6 City, state, and ZIP code

Pittsburgh, PA 15264-3343

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
9	1	-	1	4	9	8	6	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

[Handwritten Signature]

Date ▶ *1/9/20*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Concrete Buildings

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
2. ORDERING PROCEDURES: Fax 509-928-8270
3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
4. WARRANTY PROVISIONS: CXT provides a warranty against structural defects in material or workmanship for a period of twenty (20) years on all concrete components (does not include non-structural cracking). The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on



Contract # 030117-CXT

a project-by- project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

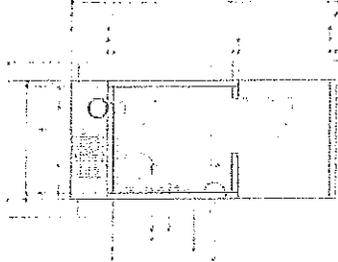
In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.
7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.
8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:
 - F.O.B. 3808 N. Sullivan Road, Building 7, Spokane, WA 99216 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
 - F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
 - F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
 - Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Gunnison single vault. Standard features include polyethylene lined concrete vault, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

Base Price	Price per unit	Click to select	
Gunnison	\$ 14,625.00		14,625.00
Added Cost Options			
Installation	\$ 2,100.00	<input checked="" type="checkbox"/>	2,100.00
Optional Wall Texture -choose one <input type="checkbox"/> Split Face Block <input type="checkbox"/> Struck Trowel	\$ 975.00		0.00
Optional Roof Texture -choose one <input type="checkbox"/> Delta Rib	\$ 975.00		0.00
Two-Tone Color Scheme	\$ 265.00	<input checked="" type="checkbox"/>	265.00
R-19 Roof Insulation	\$ 540.00	<input type="checkbox"/>	0.00
Room Wastebasket	\$ 130.00	<input type="checkbox"/>	0.00
Owl Guard	\$ 34.50	<input type="checkbox"/>	0.00
Hand Sanitizer	\$ 35.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance	\$ 2,515.00	<input type="checkbox"/>	0.00
Solar Light Kit	\$ 700.00	<input type="checkbox"/>	0.00
Solar Fan Kit	\$ 675.00	<input type="checkbox"/>	0.00
Paint Touch-up Kit - Single Color	\$ 60.00	<input type="checkbox"/>	0.00
Paint Touch-up Kit - Two Tone Color	\$ 65.00	<input checked="" type="checkbox"/>	65.00
Total Cost of Selected Accessories from Accessories Price List:			\$ 2,430.00
Estimated One-way Transportation Costs to Site (quote):			\$ 3,400.00
Custom Options: OH Drawings			\$ 1,750.00
Total Cost per Unit Placed at Job Site: <i>(excludes all taxes)</i>			\$ 22,205.00

Other Options:

Single Color: (select one)	Two-Tone Color: Walls (select one) Roof (select one)	Floor Plan: (select one)	*Signage: <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Unisex <input checked="" type="checkbox"/> Accessible	Wall Vent Location: (upon entering door) <input checked="" type="checkbox"/> Right Side <input checked="" type="checkbox"/> Rear <input type="checkbox"/> Left Side <input type="checkbox"/> Door
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*Building includes restroom signs in Braille and roman lettering.

Deadbolt Lock: <input checked="" type="checkbox"/> CXT Supplied (Schlage) <input type="checkbox"/> Customer Supplied Lock	Door Opener: Privacy Latch ADA Handle	Paper Holders: 2-Roll Stainless Steel	Notes:
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This price quote is good for 60 days from date below, and is accurate and complete.

Gregg Zentarsky Digitally signed by Gregg Zentarsky CXT Sales Representative
Date: 2019.05.03 13:22:13 -04'00'

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

OK
R Hammer
5-4-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-100-5/11

FROM: Jonathan Mendel, Community Development Director Committee: Finance Committee

DATE: May 4, 2020

SUBJECT: Discussion: Comprehensive Plan update – Request for Proposals and consultant selection

SUMMARY AND BACKGROUND:

Early in 2020, the City of Medina approved and issued a Request for Proposals due March 16, 2020. We received five proposals and the costs range from \$78,000-\$149,000.

For the last six weeks, the consultant selection process has been stalled during the overall uncertainty regarding public meetings and near future budget constraints.

Therefore, given the costs of the received proposals and the uncertain and potentially dramatically changing future financial capacity and priorities, staff provides the following for discussion:

- Move forward with the Comprehensive Plan creation and replacement process as approved during the end of 2019 and early 2020
- Cancel the project in order to focus funds for more pressing community needs
- Conduct the project in-house primarily with City staff and minor outside technical assistance in order to accomplish the desire to replace the current Plan.

Providing direction at this time is necessary, so that all persons and entities involved can reallocate work and funds accordingly.

Estimated Cost: N/A
Suggested Funding:

Transfer needed from Account No. to Account No.
NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 20-101-5/11

FROM: Nancy Abbott

Committee: Finance

DATE: May 5, 2020

SUBJECT: Authorization of payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pioneer Technology Group (see attached invoice). The 2019 purchase order is closed. A purchase order for this service was re-created on 01/24/20. A \$56,943.90 2019 payment for the service was postponed until service was completed satisfactory.

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. 167-0705-54413
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Payment due.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

P299

PIONEER

TECHNOLOGY GROUP

1100 Central Park Dr. Suite 100
Sanford, FL 32771

Invoice

Date:	3/31/2019
Invoice #:	30159
Account #	Medina-BM
Rep	NC

PAST DUE

To:
Medina Municipal Court
Nancy L Abbott
135 North Elmwood Ave
Medina, OH 44256

Purchase Order	Terms	Due Date
	Net 30	4/30/2019

Description	Qty	Rate	Amount
Benchmark Services - March 2019			
Benchmark Project Management	80	165.74	13,259.20
Benchmark Onsite Support (10 days \$1,136.50/per day)	10	1,136.50	11,365.00
Benchmark Data Conversion	35	165.74	5,800.90
Benchmark Reports and Forms	280	94.71	26,518.80

PO# 69D Line # _____
 Partial 10,000.00 Complete _____
 Date: 4/20/2019
 Approved: N. L. Abbott

PAST DUE

partial payment

Subtotal	\$56,943.90
Sales Tax (0.0%)	\$0.00
Total	\$56,943.90
Payments/Credits	\$0.00
Balance Due	\$56,943.90

REQUEST FOR COUNCIL ACTION

*OK
A.A. Kinney
5-5-2020*

No. RCA 20-102-5/11

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

Ed Kinney

(Signature)

Mayor's Initials:

Committee Finance

Guidelines: See information on back of form

Date: 5/5/20

Subject: Patrick Leahy Bulletproof Vest Partnership (BVP) Program

Summary and Background: This federal vest reimbursement program provides help in defraying the cost of approved vests purchased. Medina Police Department could potentially receive 50% of the cost for each qualifying vest. The cost for 18 vests in 2020 is \$16,278.00. BVP's maximum allowable funding is \$8,139.00. The application has been completed. We ask that Council allow the Medina Police Department to accept the awarded funds upon notification

Estimated Cost: \$

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: N/A

Account No: 106-0101-51131

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

SUBMIT APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to bmcnabb@medinaoh.org. An email approval advisory will also be sent to bmcnabb@medinaoh.org when the program approvals are completed. Additionally, you may check the status of your application by selecting option , 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

SUCCESSFUL SUBMISSION

Jurisdiction: MEDINA CITY

Application Id: 20019747

Status/Submission Date: Sent for BVP Approval : 04/22/20

APPLICATION FOR FUNDING

Quantity	Extended Cost	Tax, S&H	Total Cost
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Quantity	Extended Cost	Tax, S&H	Total Cost
18	\$16,248.00	\$30.00	\$16,278.00
Maximum Allowable Funding from BVP:			\$8,139.00

* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

PRINT SCREEN

REQUEST FOR COUNCIL ACTION

*ok
DS Hamrick
5-5-2020*

NO. RCA 20-103-5/11

FROM: Patrick Patton

DATE: May 5, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: Engineering Design Services for Gates Mills Bridge Replacements

The City of Medina submitted and was awarded grant funds through the Ohio Public Works Commission for the replacement of the Gates Mills Boulevard Bridge (see attached). The City was awarded a matching grant to fund 73% of the cost of the project, up to a maximum of \$485,120. The cost sharing for this project will thus be as follows:

Local (City):	\$183,614	(27%)
State (OPWC):	\$485,120	(73%)
TOTAL COST:	\$668,734	(100%)

We have conducted qualifications based selection process to select for the design consultant. This selection process is now complete. We have determined that Euthenics, Inc. from Cleveland, Ohio is the most qualified consultant for this work. This requests asks for Council to authorize the Mayor to enter into an agreement with Euthenics, Inc. in the amount of \$91,374 or this work. Attached please find the fee proposal from Euthenics for this work.

Thank you for your consideration.

ESTIMATED COST: \$91,374

SUGGESTED FUNDING: 108 0610 54411:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

April 21, 2020

Mr. Patrick Patton, P.E.
City Engineer
City of Medina, Ohio
132 North Elmwood Avenue
Medina, Ohio 44256

Re: Revised Proposal for Engineering Design Services
Gates Mills Blvd Culvert Replacement

Dear Mr. Patton:

Enclosed please find our revised proposal for providing surveying and engineering design services for the above referenced project. The proposal has been revised in accordance with your email comments dated April 20, 2020. We anticipate replacing the existing CMP Arch culvert with a concrete box type structure. We anticipate the need for additional Right of Way in order to construct and maintain the new structure. Lawhon and Associates have been included on the team to provide Environmental services. Geotechnical services provided by SME are also included in the proposal as an If Authorized item in order for the City to decide whether or not to obtain soil information on its own.

Euthenics welcomes the opportunity to work once again with the City of Medina on this project. We will be happy to meet with you and answer any questions or provide additional information upon your request.

Very Truly Yours,
EUTHENICS, INC.



Alan R. Piatak, P.E.
President

Encls.
ARP/lab
F:\Jobs\1143 - Gates Mills Blvd Bridge Replacement\ProjAdmin\Contracts\Patton Letter 042120.docx

OFFICERS

A. R. PIATAK, PE, PRESIDENT ▪ E. R. PIATAK, PE, VICE PRESIDENT ▪ D. T. BENDER, PE, SECRETARY ▪ J. L. NEVILLE, PE, TREASURER
ASSOCIATES

R. A. BENDER ▪ R. S. WASOGKY, PE, PS ▪ M. E. KIMBERLIN, PE, PS ▪ M. M. PILAT, PE ▪ M. R. COSGRIFF, PE ▪ L. A. BAKER, PE ▪ A. J. MALINAK, PE ▪ S. A. HORAN, PS ▪ A. N. CHUCRAY, PE

Professional Services Agreement

Design Professional: Euthenics, Inc. 8235 Mohawk Drive Strongsville, Ohio 44136	Client: Mr. Patrick Patton, P.E. City Engineer City of Medina, Ohio 132 North Elmwood Avenue Medina, Ohio 44256
Project No.: 1143	Date: April 21, 2020
Project Name: Gates Mills Blvd Culvert Replacement	
Location: Medina, Ohio	
Scope of Services shall be as described below or in Proposal Letter: Structural and Roadway Engineering, Utility Coordination, Surveying, Environmental, Right of Way and, if needed, Geotechnical	
Fee Arrangement: Cost Plus Fixed Fee - See Exhibit A for Euthenics Inc. fee proposal along with subconsultants.	
Rates: Rates = (Direct Labor + (Direct Labor X Overhead)) x 1.11	
Retainer Amounts: N/A	
Special Conditions: N/A	

Offered By:  Signature	04/21/20 Date	Alan R. Piatak/President Printed Name/Title
--	------------------	--

Accepted By:	Accepted By:
Signature	Signature
Date	Date
Printed Name/Title	Printed Name/Title

Signature indicates the authority to bind the company/agency to the terms herein

Signature indicates the authority to bind the company/agency to the terms herein

The terms and conditions on the reverse of this form are part of this Agreement.

TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 0%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law

The law applicable to this Agreement is the state of the Project location.

Exhibit A

GATES MILLS BOULEVARD CULVERT REPLACEMENT
DETAILED ESTIMATED MANHOOR BREAKDOWN - REVISED APRIL 21, 2020
PRELIMINARY ENGINEERING AND CONSTRUCTION PLANS

Existing Data Collection/Property Owner Notification Letters	=	8 MH	\$	34.50	\$	276
Property Owner Notification Letters	=	5 MH	\$	34.50	\$	173
	=	13 MH				449
Survey/Field Work/Basemapping	=	54 MH	\$	34.50	\$	1,863
Survey/Field Work/Basemapping	=	32 MH	\$	34.50	\$	1,104
	=	8 MH	\$	34.50	\$	276
	=	6 MH	\$	34.50	\$	207
	=	4 MH	\$	34.50	\$	138
	=	104 MH				3,588

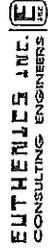
Set Project Control and Benchmarks. Topography, Drainage, and Utility survey needed for the proposed culvert replacement including sewer outfalls into the culverts/stream with invert, material, and size verification. Stream cross-sections for 50 and 75 feet upstream and downstream. Locate trees and sizes within project limits.
Boundary Survey - Property Pins and Centerline Monumentation
Reduce survey data and create Autocad basemap
Plot existing utilities based on field data and existing plans from utility companies
Field verify topo drawing

Right of Way - Temporary & Permanent
(One temporary and one permanent from parcels 02819D05280, 02819D05281, 02819D05274 = 6 Total) No permanent temporary from City owned parcel 02819D05275)

Dead Research
8 1/2" x 11" R/W Exhibits (6 Exhibits x 6 MH/Exhibit = 36 MH)*
Legal Descriptions & Closure Calc. (6 Descriptions x 4 MH/Description = 24 MH)*
Field Verify

* Recording of Legal Descriptions & Exhibits by others

HEC-RAS Analysis of Existing Culvert and Proposed Reinforced Concrete 4-Sided Box Culvert (Using Streamstats Flows or Other Provided by City)



GATES MILLS BOULEVARD CULVERT REPLACEMENT
DETAILED ESTIMATED MANHOURL BREAKDOWN - REVISED APRIL 21, 2020

CONSTRUCTION SERVICES

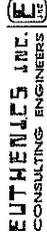
Shop Drawing Review of Precast Box Culvert	=	8 MH	\$ 39.00	\$ 312
Misc. Correspondence for Technical Questions/Recommendations During Construction	=	16 MH	\$ 39.00	\$ 624
Periodic Site Visits During Construction as Directed by the City (Estimate 4 visits @ 3 MH/visit = 12 MH)	=	12 MH	\$ 39.00	\$ 468
CONSTRUCTION SERVICES				\$ 1,404

<u>Labor</u>	<u>Overhead</u>	<u>Fee</u>	<u>Total</u>
\$ 29,573	148% \$ 43,767	11% \$8,067	\$81,407

SUBTOTAL EUTHENICS

- ENVIRONMENTAL - SUBCONSULTANT (LAWHON) NOT TO EXCEED COST (BASE) \$ 4,567
- PROJECT TOTAL NOT TO EXCEED COST (BASE) \$ 85,974 ✓
- GEOTECHNICAL - SUBCONSULTANT (SME) NOT TO EXCEED COST (IF AUTHORIZED) \$ 5,400 ✓
- ENVIRONMENTAL - SUBCONSULTANT (LAWHON) NOT TO EXCEED COST (IF AUTHORIZED) \$ 13,824
- PROJECT TOTAL NOT TO EXCEED COST (IF AUTHORIZED) \$ 18,224 \$5,400.00
- PROJECT TOTAL NOT TO EXCEED COST (BASE + IF AUTHORIZED) \$ 104,398 \$91,374.00

Proposal Assumptions
- Three or Four sided concrete box culvert is replacement structure



Lawhon & Associates



Lawhon & Associates, Inc.
ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton

April 21, 2020

Luke Baker, PE
Euthenics
8235 Mohawk Dr.
Strongsville, OH 44136

**RE: Gates Mills Blvd Culvert Replacement
City of Medina, Ohio
Environmental Scope and Fee**

Dear Mr. Baker:

Lawhon & Associates, Inc. is pleased to submit our proposal for the **Gates Mills Blvd Culvert Replacement** project over Unnamed Tributary to Rocky River. The proposed project is a complete replacement of the existing culvert consisting of a metal plate arch with a paved invert. The new culvert will include a part-width construction with temporary pavement. Our fee estimate is based upon an email from you on March 19th and 25th and April 20th, 2020.

Task 1: Ecological Survey

L&A will conduct an ecological survey in the immediate vicinity of the proposed culvert replacement project. The ecological survey will include the identification and delineation of all potentially jurisdictional waters (i.e. wetlands and streams) in accordance with the procedures for routine wetland delineations as described in the 1987 USACE Wetland Delineation Manual and the Northcentral and Northeast Regional Supplement; wetland assessment utilizing the Ohio EPA's Ohio Rapid Assessment Method for Wetlands (ORAM); stream assessment utilizing the Ohio EPA's Qualitative Habitat Evaluation Index (QHEI) protocol and/or Headwater Habitat Evaluation Index evaluation (HHEI) for headwater streams (qualitative assessment only), as applicable; and the assessment of any threatened or endangered (T&E) species or potentially suitable habitat for these species within the study area. Prior to the initiation of the field survey, L&A will review existing mapping resources and contact USFWS and ODNR to request information on any recorded occurrences of federal or state-protected species within the immediate vicinity of the study area.

Upon completion of the fieldwork, L&A will prepare a letter report that summarizes the findings of the ecological resources survey. The report will contain an overall site description; descriptions of wetlands, streams, and any other sensitive ecological resources identified within the Study Area; representative photographs; mapping of the GPS data collected during fieldwork as GIS shapefiles; and additional mapping of the Study Area showing topographic, soil survey, and National Wetland Inventory (NWI) data. The report will evaluate the wetlands and streams identified within the project limits to allow a determination of whether these wetlands or streams qualify as Waters of the U.S. and will be suitable for submittal to the USACE for confirmation of our delineation. The report will also include a review of Cultural Resources in the project area. Then the report will be coordinated with the Buffalo District of the US Army Corps of Engineers during the permitting of the project.

Task 2: General Oversight

This task includes project setup, client updates, scheduling, invoices and client communication through project completion.

If Authorized Tasks:

Pre-Construction Notification

Based on the information available and the scale of the proposed project, it is anticipated that the proposed project will require the submission of a Pre-Construction Notification (PCN) for authorization under the Nationwide Permit (NWP) Program, specifically NWP 3 - Maintenance. This is due to the culvert being over 50 years old. Once the impacts have been quantified, L&A will begin preparing the appropriate permit application package for submission to the USACE. Lawhon will provide the preconstruction notification to the USACE. Upon submittal of the application L&A will address any comments or concerns that are received during the agency review of the application.

Phase I Cultural Resources Survey:

The Phase I survey will meet the guidelines established in Archaeology Guidelines (OHPO 1994) and generally follow the recommended format and design. It is anticipated that subsurface shovel testing and visual inspection will be utilized as field methods to survey the project. In regards to the history/architecture aspect of the Cultural Resources survey, a literature review will be completed for any previously identified history/architecture resources within or adjacent the study area. As part of this task, additional study of maps, atlases, reports and other records will be performed. In addition, a History/Architecture Area of Potential Effect (APE) will be determined for the project. This APE will be determined based on the potential for direct and or indirect effects to history/architecture resources within the APE by the proposed project. Finally, any resources, fifty years and older, within the APE will be documented on Ohio Historic Inventory forms. These resources will be evaluated for eligibility for inclusion in the National Register of Historic Places, either individually or as part of a district. The bridge within the study area is greater than 50 years in age and it will need documented and evaluated. A report of findings, including a literature review, fieldwork results, mapping, and recommendations will be generated at the completion of fieldwork.

Asbestos Survey

An asbestos inspection and survey will be completed for the existing culvert. Samples of suspected asbestos containing material will be collected and analyzed. The asbestos survey report will include the Ohio EPA Notification of Demolition and Renovation form.

Schedule

L&A can begin the ecological field work for this project within 10 business days of receipt of signed authorization to proceed, however waiting until the start of the growing season (generally mid- April) is more favorable for completing ecological field work. Based on our understanding of the proposed project, we estimate that the timeframe to secure the necessary permits will be between 45-60 days for a NWP. These estimates are based on our

experience with coordinating with the regulatory agencies and also account for the required comment and review periods afforded to agencies under Section 404.

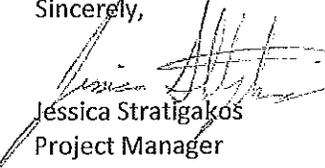
Assumptions

In completing the scope of services described above, L&A assumes the following:

1. Client will provide plans and/or maps that clearly depict the project boundaries and relevant site features in electronic format. Relevant features include any site improvements or staging areas associated with the proposed project.
2. The schedule estimates assumes no significant delays due to design changes or agency availability.
3. The draft delineation report and permit applications will be submitted as electronic copies (PDF) for review by the Client. The final permit applications will be submitted as hard copies and electronically (PDF).
4. Any fees associated with agency permitting are not included in this fee estimate and will be the responsibility of the client or permit applicant.
5. Although not anticipated, any fees associated with the purchase of wetland or stream mitigation credits are not included in this fee estimate and will be the responsibility of the client or permit applicant.
6. L&A will prepare and submit the required permit application to get the project authorized under a NWP. Please note that the submittal of an application to the regulatory agencies does not guarantee that the project will be authorized as proposed.

Please let me know if you require additional information. We look forward to working with you on this project.

Sincerely,


Jessica Stratigakos
Project Manager


Susan S. Daniels, PE, AICP
Principal, Director of NEPA/Planning Services

Proposal Cost Summary

C/R/S : City of Medina-Gates Mills Blvd Culvert Replacement
 PID: NA
 Agreement Number: NA

Overhead Percentage 166.46%
 Avg OH rate 156.68%
 Net Fee Percentage 11.00%
 Cost of money 1.34%

CONSULTANT: Lawhon & Associates, Inc.

DATE: 4/21/2020

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Sub Cons.	Net Fee	Total Cost
Ecological Survey	\$29.85	40	\$1,194	\$1,988	\$16	\$120	\$0	\$337	\$3,655
General Oversight	\$44.00	7	\$308	\$513	\$4	\$0	\$0	\$87	\$912
Total Authorized	\$31.96	47	\$1,502	\$2,501	\$20	\$120	\$0	\$424	\$4,567
<i>Preconstruction Notification</i>									
<i>Phase I Cultural Resources Report</i>									
<i>Asbestos Survey</i>									
Total with if Authorized	\$33.65	172	\$5,787	\$9,634	\$77	\$459	\$0	\$1,634	\$17,591

Proposed Labor Rates and Hours

C/R/S : City of Medina-Gates Mills Blvd Culvert Replacement
 PID: NA
 Agreement Number: NA

CONSULTANT: Lawhon & Associates, Inc.

DATE: 4/21/2020

Category	Rate
PR	\$68.00
PM	\$40.00
ES4	\$42.00
ES3	\$35.00
ES2	\$27.00
ES1	\$21.00
ES1-OT	\$30.00
GIS/Admin	\$27.00

Task	PR	PM	Labor Hours by Category							Total Hours	Labor Costs	
			ES4	ES3	ES2	ES1	ES1-OT	GIS/Admin	ES1-OT GIS/Admin			
Ecological Survey	0	2	4	14	0	14	0	0	0	6	40	\$1,194
General Oversight	1	6	0	0	0	0	0	0	0	0	7	\$308
Total Authorized If Authorized	1	8	4	14	0	14	0	0	0	6	47	\$1,502
Preconstruction Notification	0	2	4	2	24	0	0	0	0	3	35	\$1,047
Phase I Cultural Resources Report	0	16	32	0	0	10	0	0	0	8	66	\$2,410
Asbestos Survey	0	2	6	8	8	0	0	0	0	0	24	\$828
Total with If Authorized	1	28	46	24	32	24	0	0	0	17	172	\$5,787

Non-Labor Direct Cost Summary

C/R/S : City of Medina-Gates Mills Blvd Culvert Replacement
 PID: NA
 Agreement Number: NA

CONSULTANT: Lawhon & Associates, Inc.

DATE: 4/21/2020

Task	miles	mileage 0.52/mile	copies & postage	field supplies	Lab Testing	meals \$56/day	lodging \$103/night	Direct Costs
Ecological Survey	230	\$120	\$0	\$0	\$0	\$0	\$0	\$120
General Oversight	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Authorized If Authorized	230	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preconstruction Notification	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I Cultural Resources Report	230	\$120	\$0	\$0	\$0	\$0	\$0	\$120
Asbestos Survey	75	\$39	\$30	\$0	\$150	\$0	\$0	\$219
Total with If Authorized	535	\$159	\$30	\$0	\$150	\$0	\$0	\$339

SME



PROPOSAL

9375 Chillicothe Road Kirtland, OH 44094-8501
Phone: 440-256-6500

CLIENT INFORMATION

Contact: Mr. Alan Piatak, PE
Company: Euthenics
Email Address: arpiatak@euthenics-inc.com
Address: 8235 Mohawk Drive
City: Cleveland State: OH Zip: 44136
Phone: 440-260-1555 Cell:

PROJECT INFORMATION

Project Name: Gates Mills Blvd. Bridge
City: Medina State: OH
SME Proposal No.: P01027.20
Date: March 26, 2020
Client P.O. No.:

SCOPE OF SERVICES

Provide geotechnical evaluation services for replacement of the culvert on Gates Mills Boulevard in Medina, Ohio. We understand the existing culvert is a corrugated metal arch with a paved invert. Plans indicate the existing foundations bear about 11 feet below grade. No information has been provided about the planned replacement culvert at this time.

We will mark our boring locations and measure their ground surface elevations relative to the top of the concrete headwall. We will contact OUPS to located known underground public utilities. We will mobilize our truck-mounted rig to drill two Standard Penetration Test (SPT) borings to depths of 25 feet below grade, as close to each of the headwalls as overhead utilities will allow. We will sample at 2.5-foot intervals and will collect up to two Shelby tube samples. We will record groundwater levels in the borings during and immediately after drilling. The boreholes will be backfilled with auger cuttings. We will core and patch the existing pavement at one location near the existing culvert. Samples will be visually classified and tested in our laboratory. Laboratory testing will include moisture contents, one hydrometer/gradation analysis, and up to two unconfined compression tests. Our geotechnical report will include boring logs, a boring location plan, laboratory test results, and recommended bearing pressures and lateral earth pressures for design of the replacement culvert and headwalls.

We will use plywood sheets and exercise reasonable care to limit damage to lawn and curbs, but SME will not be responsible for the repair any damage to these surfaces caused by our field operations.

FEES

Lump Sum \$5,400.00

Fee Schedule(s) Attached: _____

REPORT COPIES

An electronic copy of our report will be sent to our Client who signs our General Conditions. Please notify us if other project members require a copy.

Signature

Written By: Brendan P. Lieske, PE
Title: Project Manager

GENERAL CONDITIONS

This contract consists of the services described above together with the attached General Conditions. This is the entire contract and supersedes all other terms except as noted. Please read the general conditions carefully. As written authorization, please sign and date at the bottom of the General Conditions, and return a copy of all pages.

INVOICES

Invoices will be sent to our Client who signs our General Conditions.

Signature

Reviewed By: Alan J. Esser, PE, D.GE
Title: Vice President

As part of our improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project.

SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

1. **RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
2. **RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
3. **PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
4. **UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
5. **SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
6. **TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
7. **FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
8. **RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
9. **VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
10. **SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
11. **TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see Disposal of Hazardous and Other Regulated Wastes). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

- 14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES:** CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal/treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P01027.20

Project Name: Gates Mills Blvd. Bridge

Project Location: Medina, Ohio

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE(Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: Mr. Alan R. Piatak, PE

Title: Vice President

CLIENT (Company) Name: Euthenics

Address: 8235 Mohawk Drive, Cleveland, Ohio 44136

Telephone No.: 440-260-1555 Email: arpiatak@euthenics-inc.com

REQUEST FOR COUNCIL ACTION

No. RCA 20-104-5/11

FROM: Dennis Hanwell, Mayor
Keith Dirham
DATE: May 5, 2020
SUBJECT: Payscale adjustments / Healthcare

Committee: Finance + Council

SUMMARY AND BACKGROUND:

In order to maintain parity between bargaining unit and non-bargaining unit employees, I respectfully request that Council adopt the following:

- Amend Section 31.03 as follows:
 - A 2.5% raise effective January 1, 2020 (see attached payscale for 2020).
 - A 2.5% raise effective January 1, 2021 (see attached payscale for 2021).
 - A 2.75% raise effective January 1, 2022 (see attached payscale for 2022).

31.16 Sect. 1 (A)(B)(C)

Amend Section 31.16(A)-(C) to reflect that full time employees shall pay 13% of the monthly premium for healthcare if participating in wellness, and 20% if not participating in wellness, effective April 1, 2020. If healthcare premiums increase by 1% or more in 2021 or 2022, employees will pay 14% with wellness and 20% without. Also add new Attachment B, Wellness Program Requirements – there are no changes to the prior requirements, this attachment just amends the dates. This language is consistent with the Teamsters and three Police contracts.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Request passing RCA from Finance Committee to council floor to match the effective date of the Bargaining Unit Agreements

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

*Ord. 93-20
5-11-20*

**City of Medina
2020 Payscale - Hourly**

2.50%

Grade/Step	A	B	C	D	E	F
1	15.33	16.10	16.91	17.76	18.65	19.58
2	16.10	16.91	17.76	18.65	19.58	20.56
3	16.91	17.76	18.65	19.58	20.56	21.59
4	17.76	18.65	19.58	20.56	21.59	22.67
5	18.65	19.58	20.56	21.59	22.67	23.80
6	19.58	20.56	21.59	22.67	23.80	24.99
7	20.56	21.59	22.67	23.80	24.99	26.24
8	21.59	22.67	23.80	24.99	26.24	27.55
9	22.67	23.80	24.99	26.24	27.55	28.93
10	23.80	24.99	26.24	27.55	28.93	30.38
11	24.99	26.24	27.55	28.93	30.38	31.90
12	26.24	27.55	28.93	30.38	31.90	33.50
13	27.55	28.93	30.38	31.90	33.50	35.18
14	28.93	30.38	31.90	33.50	35.18	36.94
15	30.38	31.90	33.50	35.18	36.94	38.79
16	31.90	33.50	35.18	36.94	38.79	40.73
17	33.50	35.18	36.94	38.79	40.73	42.77
18	35.18	36.94	38.79	40.73	42.77	44.91
19	36.94	38.79	40.73	42.77	44.91	47.16
20	38.79	40.73	42.77	44.91	47.16	49.52
21	40.73	42.77	44.91	47.16	49.52	52.00
22	42.77	44.91	47.16	49.52	52.00	54.60
23	44.91	47.16	49.52	52.00	54.60	57.33
31	17.94	18.84	19.78	20.77	21.81	22.90
32	18.84	19.78	20.77	21.81	22.90	24.05
33	19.78	20.77	21.81	22.90	24.05	25.25
34	20.77	21.81	22.90	24.05	25.25	26.51
35	21.81	22.90	24.05	25.25	26.51	27.84
36	22.90	24.05	25.25	26.51	27.84	29.23
37	24.05	25.25	26.51	27.84	29.23	30.69
41	34.47	36.19	38.00	39.90	41.90	44.00
42	38.00	39.90	41.90	44.00	46.20	48.51
43	44.00	46.20	48.51	50.94	53.49	56.16
51	11.33	11.90	12.50	13.13	13.79	14.48
52	12.71	13.35	14.02	14.72	15.46	16.23
53	12.79	13.43	14.10	14.81	15.55	16.33
54	13.18	13.84	14.53	15.26	16.02	16.82
55	14.03	14.73	15.47	16.24	17.05	17.90
56	15.68	16.46	17.28	18.14	19.05	20.00

**City of Medina
2020 Payscale - Hourly**

2.50%

Grade/Step	A	B	C	D	E	F
57	17.44	18.31	19.23	20.19	21.20	22.26
58	17.66	18.54	19.47	20.44	21.46	22.53
59	18.79	19.73	20.72	21.76	22.85	23.99
60	25.54	26.82	28.16	29.57	31.05	32.60
61	31.09	32.64	34.27	35.98	37.78	39.67
62	36.01	37.81	39.70	41.69	43.77	45.96
71	17.49	18.36	19.28	20.24	21.25	22.31
72	18.36	19.28	20.24	21.25	22.31	23.43
73	19.28	20.24	21.25	22.31	23.43	24.60
74	20.24	21.25	22.31	23.43	24.60	25.83
75	21.25	22.31	23.43	24.60	25.83	27.12
76	22.31	23.43	24.60	25.83	27.12	28.48
77	23.43	24.60	25.83	27.12	28.48	29.90
78	18.59	19.52	20.50	21.53	22.61	23.74
79	19.52	20.50	21.53	22.61	23.74	24.93
80	20.50	21.53	22.61	23.74	24.93	26.18
81	21.53	22.61	23.74	24.93	26.18	27.49
82	22.61	23.74	24.93	26.18	27.49	28.86
83	23.74	24.93	26.18	27.49	28.86	30.30
84	24.93	26.18	27.49	28.86	30.30	31.82
85	26.18	27.49	28.86	30.30	31.82	33.41
86	27.49	28.86	30.30	31.82	33.41	35.08
91	24.52	25.75	27.04	28.39	29.81	31.30
92	25.75	27.04	28.39	29.81	31.30	32.87
93	27.04	28.39	29.81	31.30	32.87	34.51
94	28.39	29.81	31.30	32.87	34.51	36.24
95	29.81	31.30	32.87	34.51	36.24	38.05
96	31.30	32.87	34.51	36.24	38.05	39.95

Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

101	40,616.66
102	45,394.67
103	54,617.63
104	60,043.35
105	62,342.01
106	70,377.99
107	77,105.42
108	126,466.88

**City of Medina
2020 Payscale - Hourly**

2.50%

Grade/Step	A	B	C	D	E	F
109	128,346.39					

Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

	minimum	maximum
110	47,019.05	60,184.38
111	58,866.02	70,639.22
112	70,639.22	84,767.06
113	84,767.06	101,720.47
114	101,720.47	122,064.56
121	81,493.08	95,077.98
122	84,767.06	91,828.16

City of Medina
2021 Payscale - Hourly

2.50%

Grade/Step	A	B	C	D	E	F
1	15.71	16.50	17.33	18.20	19.11	20.07
2	16.50	17.33	18.20	19.11	20.07	21.07
3	17.33	18.20	19.11	20.07	21.07	22.12
4	18.20	19.11	20.07	21.07	22.12	23.23
5	19.11	20.07	21.07	22.12	23.23	24.39
6	20.07	21.07	22.12	23.23	24.39	25.61
7	21.07	22.12	23.23	24.39	25.61	26.89
8	22.12	23.23	24.39	25.61	26.89	28.23
9	23.23	24.39	25.61	26.89	28.23	29.64
10	24.39	25.61	26.89	28.23	29.64	31.12
11	25.61	26.89	28.23	29.64	31.12	32.68
12	26.89	28.23	29.64	31.12	32.68	34.31
13	28.23	29.64	31.12	32.68	34.31	36.03
14	29.64	31.12	32.68	34.31	36.03	37.83
15	31.12	32.68	34.31	36.03	37.83	39.72
16	32.68	34.31	36.03	37.83	39.72	41.71
17	34.31	36.03	37.83	39.72	41.71	43.80
18	36.03	37.83	39.72	41.71	43.80	45.99
19	37.83	39.72	41.71	43.80	45.99	48.29
20	39.72	41.71	43.80	45.99	48.29	50.70
21	41.71	43.80	45.99	48.29	50.70	53.24
22	43.80	45.99	48.29	50.70	53.24	55.90
23	45.99	48.29	50.70	53.24	55.90	58.70
31	18.39	19.31	20.28	21.29	22.35	23.47
32	19.31	20.28	21.29	22.35	23.47	24.64
33	20.28	21.29	22.35	23.47	24.64	25.87
34	21.29	22.35	23.47	24.64	25.87	27.16
35	22.35	23.47	24.64	25.87	27.16	28.52
36	23.47	24.64	25.87	27.16	28.52	29.95
37	24.64	25.87	27.16	28.52	29.95	31.45
41	35.33	37.10	38.96	40.91	42.96	45.11
42	38.96	40.91	42.96	45.11	47.37	49.74
43	45.11	47.37	49.74	52.23	54.84	57.58
51	11.61	12.19	12.80	13.44	14.11	14.82
52	13.03	13.68	14.36	15.08	15.83	16.62
53	13.11	13.77	14.46	15.18	15.94	16.74
54	13.51	14.19	14.90	15.65	16.43	17.25
55	14.38	15.10	15.86	16.65	17.48	18.35
56	16.07	16.87	17.71	18.60	19.53	20.51

**City of Medina
2021 Payscale - Hourly**

2.50%

Grade/Step	A	B	C	D	E	F
57	17.88	18.77	19.71	20.70	21.74	22.83
58	18.10	19.01	19.96	20.96	22.01	23.11
59	19.26	20.22	21.23	22.29	23.40	24.57
60	26.18	27.49	28.86	30.30	31.82	33.41
61	31.87	33.46	35.13	36.89	38.73	40.67
62	36.91	38.76	40.70	42.74	44.88	47.12
71	17.93	18.83	19.77	20.76	21.80	22.89
72	18.83	19.77	20.76	21.80	22.89	24.03
73	19.77	20.76	21.80	22.89	24.03	25.23
74	20.76	21.80	22.89	24.03	25.23	26.49
75	21.80	22.89	24.03	25.23	26.49	27.81
76	22.89	24.03	25.23	26.49	27.81	29.20
77	24.03	25.23	26.49	27.81	29.20	30.66
78	19.05	20.00	21.00	22.05	23.15	24.31
79	20.00	21.00	22.05	23.15	24.31	25.53
80	21.00	22.05	23.15	24.31	25.53	26.81
81	22.05	23.15	24.31	25.53	26.81	28.15
82	23.15	24.31	25.53	26.81	28.15	29.56
83	24.31	25.53	26.81	28.15	29.56	31.04
84	25.53	26.81	28.15	29.56	31.04	32.59
85	26.81	28.15	29.56	31.04	32.59	34.22
86	28.15	29.56	31.04	32.59	34.22	35.93
91	25.13	26.39	27.71	29.10	30.56	32.09
92	26.39	27.71	29.10	30.56	32.09	33.69
93	27.71	29.10	30.56	32.09	33.69	35.37
94	29.10	30.56	32.09	33.69	35.37	37.14
95	30.56	32.09	33.69	35.37	37.14	39.00
96	32.09	33.69	35.37	37.14	39.00	40.95

Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

101	41,632.08
102	46,529.54
103	55,983.07
104	61,544.43
105	63,900.56
106	72,137.44
107	79,033.06
108	129,628.55

**City of Medina
2021 Payscale - Hourly**

2.50%

Grade/Step	A	B	C	D	E	F
109	131,555.05					

Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

	minimum	maximum
110	48,194.53	61,689.00
111	60,337.67	72,405.20
112	72,405.20	86,886.24
113	86,886.24	104,263.49
114	104,263.49	125,116.19
121	83,530.41	97,454.93
122	86,886.24	94,123.86

City of Medina
2022 Payscale - Hourly

2.75%

Grade/Step	A	B	C	D	E	F
1	16.14	16.95	17.80	18.69	19.62	20.60
2	16.95	17.80	18.69	19.62	20.60	21.63
3	17.80	18.69	19.62	20.60	21.63	22.71
4	18.69	19.62	20.60	21.63	22.71	23.85
5	19.62	20.60	21.63	22.71	23.85	25.04
6	20.60	21.63	22.71	23.85	25.04	26.29
7	21.63	22.71	23.85	25.04	26.29	27.60
8	22.71	23.85	25.04	26.29	27.60	28.98
9	23.85	25.04	26.29	27.60	28.98	30.43
10	25.04	26.29	27.60	28.98	30.43	31.95
11	26.29	27.60	28.98	30.43	31.95	33.55
12	27.60	28.98	30.43	31.95	33.55	35.23
13	28.98	30.43	31.95	33.55	35.23	36.99
14	30.43	31.95	33.55	35.23	36.99	38.84
15	31.95	33.55	35.23	36.99	38.84	40.78
16	33.55	35.23	36.99	38.84	40.78	42.82
17	35.23	36.99	38.84	40.78	42.82	44.96
18	36.99	38.84	40.78	42.82	44.96	47.21
19	38.84	40.78	42.82	44.96	47.21	49.57
20	40.78	42.82	44.96	47.21	49.57	52.05
21	42.82	44.96	47.21	49.57	52.05	54.65
22	44.96	47.21	49.57	52.05	54.65	57.38
23	47.21	49.57	52.05	54.65	57.38	60.25
31	18.90	19.85	20.84	21.88	22.97	24.12
32	19.85	20.84	21.88	22.97	24.12	25.33
33	20.84	21.88	22.97	24.12	25.33	26.60
34	21.88	22.97	24.12	25.33	26.60	27.93
35	22.97	24.12	25.33	26.60	27.93	29.33
36	24.12	25.33	26.60	27.93	29.33	30.80
37	25.33	26.60	27.93	29.33	30.80	32.34
41	36.30	38.12	40.03	42.03	44.13	46.34
42	40.03	42.03	44.13	46.34	48.66	51.09
43	46.34	48.66	51.09	53.64	56.32	59.14
51	11.93	12.53	13.16	13.82	14.51	15.24
52	13.39	14.06	14.76	15.50	16.28	17.09
53	13.47	14.14	14.85	15.59	16.37	17.19
54	13.88	14.57	15.30	16.07	16.87	17.71
55	14.78	15.52	16.30	17.12	17.98	18.88
56	16.51	17.34	18.21	19.12	20.08	21.08
57	18.37	19.29	20.25	21.26	22.32	23.44

**City of Medina
2022 Payscale - Hourly**

2.75%

Grade/Step	A	B	C	D	E	F
58	18.60	19.53	20.51	21.54	22.62	23.75
59	19.79	20.78	21.82	22.91	24.06	25.26
60	26.90	28.25	29.66	31.14	32.70	34.34
61	32.75	34.39	36.11	37.92	39.82	41.81
62	37.93	39.83	41.82	43.91	46.11	48.42
71	18.42	19.34	20.31	21.33	22.40	23.52
72	19.34	20.31	21.33	22.40	23.52	24.70
73	20.31	21.33	22.40	23.52	24.70	25.94
74	21.33	22.40	23.52	24.70	25.94	27.24
75	22.40	23.52	24.70	25.94	27.24	28.60
76	23.52	24.70	25.94	27.24	28.60	30.03
77	24.70	25.94	27.24	28.60	30.03	31.53
78	19.57	20.55	21.58	22.66	23.79	24.98
79	20.55	21.58	22.66	23.79	24.98	26.23
80	21.58	22.66	23.79	24.98	26.23	27.54
81	22.66	23.79	24.98	26.23	27.54	28.92
82	23.79	24.98	26.23	27.54	28.92	30.37
83	24.98	26.23	27.54	28.92	30.37	31.89
84	26.23	27.54	28.92	30.37	31.89	33.48
85	27.54	28.92	30.37	31.89	33.48	35.15
86	28.92	30.37	31.89	33.48	35.15	36.91
91	25.82	27.11	28.47	29.89	31.38	32.95
92	27.11	28.47	29.89	31.38	32.95	34.60
93	28.47	29.89	31.38	32.95	34.60	36.33
94	29.89	31.38	32.95	34.60	36.33	38.15
95	31.38	32.95	34.60	36.33	38.15	40.06
96	32.95	34.60	36.33	38.15	40.06	42.06

Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

101	42,776.96
102	47,809.10
103	57,522.60
104	63,236.90
105	65,657.83
106	74,121.22
107	81,206.47
108	133,193.34
109	135,172.81

**City of Medina
2022 Payscale - Hourly**

2.75%

<u>Grade/Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
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Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)

	minimum	maximum
110	49,519.88	63,385.45
111	61,996.96	74,396.35
112	74,396.35	89,275.62
113	89,275.62	107,130.74
114	107,130.74	128,556.89
121	85,827.50	100,134.94
122	89,275.61	96,712.27

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2021, 2022 and 2023 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2020; August 31, 2021 and August 31, 2022 to be administered by the wellness provider. The Health Risk Analysis is comprised of:
 - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
 - b. Biometric screening in the form of a blood draw that will measure:
 - i. Total Cholesterol
 - ii. High-density lipoprotein (HDL)
 - iii. Glucose
 - iv. Low-density lipoprotein (LDL)
 - v. Triglycerides
 - vi. Blood pressure
2. Maintain an active account with a wellness provider designated by the City.
 - a. Employees will need to log onto the website a minimum of 10 days per month and enter one or more entries each of those days. A minimum total of 10 days per month or 120 days per 12 months of logged entries must be entered in the following time frames: 09/01/2019-08/31/2020, 09/01/2020-08/31/2021; 09/01/2021-08/31/2022.
 - b. This total will be gathered on an average, so if the employee misses logging on a specific month, although they will not be able to back log/back enter into a previous month once it has ended, they will be able to add additional entries in the current/future months to maintain their acceptable average. One activity per day, each month is the maximum credit they can earn towards the 120 annual amount.
3. Employee must attend or participate in three (3) Educational Activities during the following time frames: 09/01/2019-08/31/2020; 09/01/2020-08/31/2021, 09/01/2021-08/31/2022 – these can be a combination of any activities offered (need proof of participation).

Wellness program requirements may be subject to change based on the Healthcare Committee recommendations.

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in future Collective Bargaining Agreements. The parties agree to discuss the introduction of the outcomes-based component in the next negotiations consistent with the Federal Patient Protection and Affordable Care Act.

Wellness program design complies with Federal regulations. Program design may change as new regulations and / or clarifications are issued.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-585-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call: 800-585-2583 to request a copy.

Important Questions & Answers

Why This Matters

<p>What is the overall deductible?</p>	<p>\$500/single, \$1,000/family Network \$1,000/single, \$2,000/family Non-Network</p>	<p>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.</p>	<p>This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
<p>Are there other deductibles for specific services?</p>	<p>No</p>	<p>You don't have to meet deductibles for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>\$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network</p>	<p>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p>Premiums, balance-billed charges and health care this plan doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
<p>Will you pay less if you use a network provider?</p>	<p>Yes. See MedMutual.com/SBC or call 800-585-2583 for a list of participating providers.</p>	<p>This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</p>
<p>Do you need a referral to see a specialist?</p>	<p>No</p>	<p>You can see the specialist you choose without a referral.</p>

All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions, & Other Important Information	
	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)		
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	None
	Specialist visit	\$40 copay/visit	40% coinsurance	None
If you have a test	Preventive care/ screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray)	No charge	40% coinsurance	None
If you need drugs to treat your illness or condition	Diagnostic test (blood work)	No charge	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
More information about prescription drug coverage is available at MedMutual.com/SBC	Generic copay - retail Tier 1	\$15	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$30	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$30	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$60	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$50	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$100	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.

SERVICES YOU MAY NEED

What You Will Pay

Limitations, Exceptions, & Other Important Information

Network Provider (You will pay the least)
Non-Network Provider (You will pay the most)

Services You May Need	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient surgery	20% coinsurance	40% coinsurance	None
Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
Physician/surgeon fees (Outpatient)	\$20 copay/visit at PCP; \$40 copay/visit at Specialist; 20% coinsurance all other places after deductible	40% coinsurance	None
Emergency room care	\$100 copay/visit	40% coinsurance	None
Emergency medical transportation	\$50 copay/visit	40% coinsurance	(includes non-emergency)
Urgent care	\$20 copay/visit	40% coinsurance	None
Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
Physician/ surgeon fee (inpatient)	20% coinsurance	40% coinsurance	None
Outpatient services	Benefits paid based on corresponding medical benefits	40% coinsurance	None
Inpatient services	Benefits paid based on corresponding medical benefits	40% coinsurance	None
Office visits	No charge	40% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
Childbirth/delivery professional services	20% coinsurance	40% coinsurance	None
Childbirth/delivery facility services	20% coinsurance	40% coinsurance	None

Common Medical Event Services You May Need

What You Will Pay

Limitations, Exceptions, & Other Important Information

	What You Will Pay		Limitations, Exceptions, & Other Important Information
	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	(60 visits per benefit period)
	Rehabilitation services (Physical Therapy)	\$20 copay/visit	(30 visits per benefit period)
	Rehabilitation services (Occupational Therapy)	\$20 copay/visit	(60 visits per benefit period; except for work hardening, which is not covered)
	Rehabilitation services (Speech Therapy)	\$20 copay/visit	(60 visits per benefit period)
	Skilled nursing care	20% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)
	Durable medical equipment	20% coinsurance	None
	Hospice services	20% coinsurance	None
	Children's eye exam	No charge	None
	Children's glasses	Not Covered	Excluded Service
	Children's dental check-up	Not Covered	Excluded Service

If your child needs dental or eye care.

Additional Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric Surgery
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care
- Hearing Aids
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: your state insurance department at 800-686-1526 and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61665 or cchio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your state insurance department at 800-686-1526 or your plan at 800-585-2583.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

_____ To see examples of how this plan might cover costs for sample medical situations, see the next section.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is having a baby
 (a non-Hispanic woman who is a part of a
 hospital delivery)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$0
Coinsurance	\$500
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$1,060

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-585-2583.

Managing Joe's Type 2 Diabetes
 (a year-round, newly diagnosed, self-managed condition)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$1,200
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Joe would pay is	\$1,760

Mia's Simple Fracture
 (in the network emergency room, straightened up)

- The plan's overall deductible \$500
- Specialist copay \$40
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$200
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$500

The plan would be responsible for the other costs of these EXAMPLE covered services.

REQUEST FOR COUNCIL ACTION

No. RCA 20-105-5/11

FROM: Mayor Dennis Hanwell
Finance Director, Keith Dirham
DATE: May 5, 2020
SUBJECT: Paycode Amendments

Committee: Finance

SUMMARY AND BACKGROUND:

We respectfully request that Council make the attached amendments to the Paycode in order to maintain equality between employees paid under the paycode and those paid under the various Union Agreements – see Exhibit A.

134-11

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: The Teamster and Police contracts have already been approved by Council, and Finance would like to move forward with the adjustments for all employees.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Exhibit A

- 1) Amend Section 31.04(A) Special Regulations, Shift Differential to increase the rate for non-union employees from \$.35 per hour to \$.50 per hour for those assigned to work second or third shift. The new Teamsters contract is \$.35/hour, but the three new police contracts are \$.50/hour.
- 2) Amend Section 31.13(1) Vacations to reflect the more exact vacation accrual rates of 3.077, 4.615, 6.154, and 7.692. This does not change the amount of time an employee is earning, just corrects the rounding.
- 3) Amend Section 31.13(2) Vacations by adding paragraph D: "the vacation period is from the first day of the payroll year through the last day of the payroll year. The payroll year is based on pay dates, not worked dates." This paragraph matches newly added Article 24, Section 10 in the Teamsters contract. This change will allow employees to look at their paystubs and know how much vacation time they used within a one year period versus the calculation need to currently figure out that number.
- 4) Amend Section 31.14(A) Sick Leave to add the language from Teamsters contract Article 20, Sections 1-6 to clarify use of sick time, and to adjust the accrual rate to 4.615 to correct for rounding. This proposed wording keeps the current Section, but adds several paragraphs:
 - (A) Each full-time City employee shall be entitled, for each completed eighty (80) hours of service, sick leave of 4.615 hours based on the employee's regular hourly wage. Unused sick leave shall be cumulative without limit.
 - (B) Employees may use such sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the employee's immediate family. For purposes of this Article, immediate family is defined as parent, mother-in-law, father-in-law, sister, brother, spouse, child, or stepchild.
 - (C) A full-time employee may also use such sick leave, upon approval of the responsible administrative officer of the employing unit, for each death in their immediate family. Immediate family shall be defined to include the employee's spouse, children, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law. A death certificate or obituary notice in the newspaper is necessary for payment. The City may approve two additional sick leave days off for funeral leave for funerals or other legitimate reasons related to the death of an employee's immediate family member.
 - (D) Employees unable to report for any of the reasons in Sections B and C, must report their anticipated absence to the department supervisor one-half hour before the start of their shift on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Full-time employees who fail to provide the required one-half hour notice will not be paid for the time off.

- (E) When sick leave is used, it shall be deducted from the employee's accumulated sick leave credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.
- (F) All employees who are absent for three (3) or more consecutive days may be requested to submit a statement from a licensed physician concerning their illness (or illness of those being cared for). In addition, any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action. The City may require a physician's verification for each occurrence of sick leave of employees who have demonstrated a patterned use or abuse of sick leave.

Patterned use or abuse of sick leave includes regularly using sick leave before or after weekends, before or after holidays, before or after normal days off, on certain days of the week, in an excessive number of individual sick days off compared to the average number of sick leave days off for the department as a whole, use immediately after sick leave is accrued, or in a manner inconsistent with the request for sick leave, e.g. personal reasons during the time the employee would have been scheduled to work.

- (G) Sick leave time off is for the employee's recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine, or doctor's visits, during an employee's normal working hours. It also includes similar activity for the care of a person defined in Section B above. Employees on sick leave or taking care of someone for appropriate sick leave purposes shall not engage in any personal or recreational activity during the time they would have been scheduled to work. Sick leave for a doctor's visit shall be used for the time necessary for such visit and related visits to obtain prescription drugs or prescribed therapy. Sick leave abuse will be analyzed based on an employee's conduct during normal working hours while on sick leave.
- (H) Any non-union employee shall be permitted to convert two (2) days of sick leave to two (2) days of stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section, but hours are deducted from sick time balance. *The stress days under this section must be utilized within six months of when they are earned, and shall only be taken with the advance approval of the supervisor or department head, except where the day is used in an emergency situation.*
- (I) The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. (The responsible administrative officer of the employing unit may require the employee to furnish satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.)

- 5) Section 31.14 Sick Leave, Current Paragraph B, add a sentence at the end of the paragraph saying "the additional sick leave provided in this section is to be used only after accumulated sick leave as provided elsewhere in this Article has been depleted." Currently, we have not asked employees to use their regularly earned sick time first. The Teamster contract did not add this sentence, but the three police contracts did.
- 6) Section 31.14 Sick Leave, keep current paragraphs C, D, E, and F as they are.
- 7) Amend Section 31.15(B) Law Enforcement Education Benefit to add honorable discharge from the military after serving three or more years to be eligible for the law enforcement educational benefit. This will match the new police contracts. Proposed wording:

Upon receipt of or proof of having earned an associate degree in the law enforcement field, or a four (4) year baccalaureate degree from an accredited university, or upon proof of an honorable discharge after having served three (3) or more years in a branch of the United States military; or three (3) or more years in the Ohio National Guard, all non-union police officers shall receive additional compensation in the amount of ten dollars (\$10) per pay period, payable semiannually in June and December of each year.
- 8) Elimination of outdated items in the Paycode:
 - a) Section 31.05 Water Department Assignments: Eliminate special remarks regarding Robert Depew highlighted by the asterisk at the end. Employee has retired.
 - b) Section 31.04 Special Regulations: Remove (D), stating any non-Motor Equipment Operator shall receive 5% additional compensation if asked to perform MEO duties. This item is addressed in Teamsters contract and teamsters receive 7% additional compensation if assuming additional responsibilities.
 - c) Section 31.09.2 Employees Not Receiving Overtime Pay: Remove section (B) pertaining to employees having earned compensatory time prior to May 25, 1977 and being allowed to carry forward until resignation. All employees covered under this item have retired.
 - d) Section 31.11 Holiday Pay: Eliminate extra wording of "**or regular**" and "**except pool and playground personnel.**" It should only state "**all full-time employees**" in the first sentence. Currently only full-time employees receive holiday pay and those words can cause confusion.
 - e) Section 31.16 Group Hospitalization: Delete last two sentences in Section 3 explaining requirements to be eligible for opt-out compensation for period covering May 23, 2017 through August 31, 2017. No longer applicable.

**CITY OF MEDINA
SALARIES AND BENEFITS CODE**

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2	Schedule of Pay for Unclassified Employees
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7	Regulations for Position Classifications
8	Advancement within Pay Range
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21	Gender

SECTION 31.01 SCHEDULE OF PAY FOR ELECTED OFFICIALS:

All elected officials of the City of Medina, Ohio, shall be paid a salary in accordance with the following schedule of pay basis:

Director of Finance*	\$86,699.86 (Annual - 2018)	Payable Bi-weekly
	\$88,433.80 (Annual - 2019)	Payable Bi-weekly
	\$90,202.58 (Annual - 2020)	Payable Bi-weekly
	\$92,006.55 (Annual - 2021)	Payable Bi-weekly

(Ord. 42-00, 171-05, 99-17)

Mayor**	\$81,599.96 (Annual - 2018)	Payable Bi-weekly
	\$83,231.98 (Annual - 2019)	Payable Bi-weekly
	\$84,896.50 (Annual - 2020)	Payable Bi-weekly
	\$86,594.40 (Annual - 2021)	Payable Bi-weekly

(Ord. 43-00, 170-05, 171-07, 109-13, 99-17)

President of Council	\$ 9,000.00 (Annual - 2018)	Payable Monthly
(Term 1/1/16-12/31-19)	\$ 9,000.00 (Annual - 2019)	Payable Monthly
	\$13,140.00 (Annual - 2020)	Payable Monthly
	\$13,776.00 (Annual - 2021)	Payable Monthly

Council Members (1/1/18-12/31/21)

Ward 1 Council	\$ 7,920.00 (Annual - 2018)	Payable Monthly
Ward 3 Council	\$ 8,340.00 (Annual - 2019)	Payable Monthly
At-Large Council (Rose)	\$ 8,760.00 (Annual - 2020)	Payable Monthly
	\$ 9,180.00 (Annual - 2021)	Payable Monthly

Council Members (1/1/16-12/31/19)

Ward 2 Council	\$ 6,000.00 (Annual - 2018)	Payable Monthly
Ward 4 Council	\$ 6,000.00 (Annual - 2019)	Payable Monthly
At-Large Council (Lamb)	\$ 8,760.00 (Annual - 2020)	Payable Monthly
	\$ 9,180.00 (Annual - 2021)	Payable Monthly

(Ord. 103-17)

Municipal Court Judge *	ORC 1901.11	Payable Bi-weekly
Clerk of Court*	ORC 1901.31	Payable Bi-weekly

(Ord., 26-07)

That in accordance with Article III, Section 12 of the Charter of the City of Medina, Ohio, the above referenced increases shall take effect for those officials taking office January 1, 2018,

SECTION 31.02 SCHEDULE OF PAY FOR UNCLASSIFIED EMPLOYEES

The following unclassified employees shall be paid a salary or wage in accordance with the following schedule and pay basis:

(A) SEASONAL EMPLOYEES. (Seasonal positions may not be filled for more than 910 hours or 180 calendar days except those addressed in Teamsters contract.)

(1) RECREATION DEPARTMENT

Positions	Hourly Rate	RC Code
1 Memorial Pool Manager*	See 31.02(E) MCRC pay scale	29/30
1 Memorial Pool Head Lifeguard*	See 31.02(E) MCRC pay scale	20
1 Memorial Pool Deck Supervisor*	See 31.02(E) MCRC pay scale	22
1 Memorial Pool Cashier*	See 31.02(E) MCRC pay scale	12
7 Lifeguards*	See 31.02(E) MCRC pay scale	25/14
Maintenance**	Pay Grade 51A.	

* A position may be filled by more than one person per hours.

** Number of positions, hours and days per Teamster Co (Ord. 99-04, 134-11, 67-17) 42-20

When did the increase to lifeguards happen? ~~thought~~

(2) SERVICE DEPARTMENT

7 Laborer*

*Seasonal and part-time positions in the Service dep on a need basis as determined by the Director of Pt (Ord. 273-05, 134-11, 32-14)

(B) PART-TIME EMPLOYEES. (Part-time positions in any week.)

(1) PARKS AND RECREATION DEPARTMENT

	Hourly Rate
1 Clerical Help	Pay Grade 5A.
5 Laborers	per contract
1 Tree Technician	per contract*
1 Cemetery Laborer	per contract
1 Turf Technician	per contract + 7%

* See 31.04 (H) already eliminated

(Ord. 76-08, 134-11, 32-14, 98-17) 56-20

(2) SERVICE DEPARTMENT

		<u>Hourly Rate</u>
2	Labors*	Pay Grade 51A
1	Clerical Help	Pay Grade 5A
1	Custodian	See Teamster's Contract. Part-Time A

*Seasonal and part-time positions in the Service department shall be allocated to departments on a needs basis as determined by the Director of Public Service.
(Ord. 2-04, 242-04, 76-08, 134-11, 32-14, 38-17)

(3) FINANCE DEPARTMENT

		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A
1	Assistant Deputy Director of Finance*	Pay Grade 22F

*This position is a temporary part-time position for training purposes, and shall expire on November 22, 2017.

Does this get deleted? yes

(4) FIRE DEPARTMENT

		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A
1	Custodian	Pay Grade 54A
3	Laborer	Pay Grade 51A

(5) MUNICIPAL COURT

		<u>Hourly Rate</u>
	Court Security Officers**	Pay Grade 6A
	Building Custodian	Pay Grade 55A

(Ord. 20-12)

**The position of Court Security Officer may be filled by more than one person.
(Ord. 100-03, 128-04, 164-05, 273-05, 130-06, 153-06, 114-07, 129-0, 104-09, 111-10, 134-

11)

(6) MUNICIPAL COURT GRANT POSITIONS

		<u>Hourly Rate</u>
1	Intensive Supervision Probation Officer*	\$24.54/hr. 25.58
1	Probation Officer/Group Facilitator (part-time)*	\$24.54/hr.

Already taken care of

will have as of 1-13-20, per Ord 24-20

*Positions effective to June 30, 2019. ~~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.~~
Both positions

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17) 24-20

(7) POLICE DEPARTMENT

		<u>Hourly Rate</u>
1	Administrative Asst. - part time	Pay Grade 8A
2	Communication Operators***	Step A of Contract
4	Records Clerk	Pay Grade 5A
2	Stationary Load Limit Inspector*	Pay Grade 5A
1	Parking Meter Attendant**	Pay Grade 58A
1	Patrol Officer****	per contract

*Two (2) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined.

**Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35) 29 hours.

*** The part-time Communication Operator position shall be a position filled for as long as there are open full-time dispatcher positions available. The part-time Communication Operator position may be filled until such time as full-time Communication's Operators are hired, trained and certified to work without probationary oversight.

**** Patrol Officer not to exceed thirty (30) hours per week.

(Ord. 159-02, 163-03, 164-04, 238-05, 185-06, 138-07, 147-07, 161-08, 43-09, 111-09, 168-09, 98-10, 86-10, 55-11, 134-11, 29-12, 210-12, 137-14, 178-16)

(8) SANITATION DEPARTMENT

		<u>Hourly Rate</u>
6	Laborer	per contract

(Ord. 27-13)

(9) CABLE TV

		<u>Hourly Rate</u>
2	Cable TV Production Assistant*	Pay Grade 51A

*Each position of Production Assistant may be filled by more than one person, but each person may not individually exceed twenty-nine (29) hours per week.

(Ord. 134-11, 187-14, 54-16)

(10) ENGINEERING DEPARTMENT

		<u>Hourly Rate</u>
1	Engineering Assistant	Pay Grade 59A
1	Clerical Help	Pay Grade 5A

(Ord. 216-07, 134-11)

(11) COMMUNITY DEVELOPMENT DEPARTMENT

		<u>Hourly Rate</u>
1	Code Enforcement Inspector	Pay Grade 93A
1	Clerical Help	Pay Grade 5A
1	Economic Development & Marketing Associate	Pay Grade 9A

eliminated ORD 158-18

(Ord. 2-04, 22-11, 25-11, 134-11, 151-11, 130-13, 70-14, 114-15, 41-17)

(12) LAW DEPARTMENT

2	Clerical Help	<u>Hourly Rate</u> Pay Grade 5A
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(Ord. 2-04), 7-19

(13) COUNCIL OFFICE:

1	Deputy Clerk of Council/ Legislative Assistant	<u>Hourly Rate</u> Pay Grade 14F
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(Ord. 2-04, 17-10, 206-10, 134-11)

(14) CITY HALL

5	Substitute Clerical Help*	<u>Hourly Rate</u> Pay Grade 5A
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(Ord. 17-10, 118-11, 134-11, 142-13)

* If a department has unused budgeted hours and funding, a request for clerical assistance shall be made through the Mayor's Office and time will be allocated to departments on a needs basis as determined by the Mayor.

(C) GENERAL PROVISIONS.

(1) All new unclassified employees shall start at the hourly rate set forth above which is appropriate to the position.

(2) Employees new to the City but having outside experience may at the time of employment be paid at a higher rate than the entry level rate for their position provided the pay is recommended by the Administration and approved by City Council.

(3) Seasonal and part-time employees who return to work for the City in subsequent years shall receive the same hourly rate they received the previous year unless Council has increased the rate of pay. The rates for unclassified employees shall be considered by City Council annually during the budget process if such consideration is requested by the Administration.

(4) Unclassified employees employed by the City on or before October 1, 1993 shall be paid on the schedules appropriate to their positions as were in effect on October 1, 1993.

(5) Temporary employees substituting for full-time employees will be paid at a rate not to exceed the entry level rate for that position.

(6) Pay rates for seasonal and part-time employees as set forth in Sections 31.02 (A) and (B) above shall not be raised by any general increases granted to full-time employees unless specifically authorized by City Council.

(D) FIRE DEPARTMENT (see attached schedule)

(E) RECREATION CENTER (see attached schedule and procedure)
(Ord. 16-02, 99-04, 251-05, 82-06, 165-10, 174-11, 39-13, 185-13, 209-14, 15-15, 33-16)

(F) PARKING VIOLATION BUREAU

In accordance with Section 353.04(b) of the Medina City Code of Ordinances, the Parking Violation Bureau Hearing Officer shall be compensated at the rate of \$75.00 per hour.

Non-Union:

- 2005 - 4% increase - Ord. 226-04
- 2006 - 3% increase - Ord. 267-05
- 2007 - 3% increase - Ord. 244-06
- 2006 and 2007 - increased to 3% retro and 3 1/2% for 2008 - Ord. 48-07
- 2009 - 3 1/4% increase - Ord. 224-08
- 2010 - 3% increase - Ord. 187-09
- 2011 - 1 1/2% increase - Ord. 133-11
- 2012 - 2% increase - Ord. 133-11
- 2013 - 2 1/2% increase - Ord. 133-11
- 2014 - 2% increase - Ord. 96-14
- 2015 - 2% increase - Ord. 96-14
- 2016 - 2% increase - Ord. 96-14
- 2017 - 2 1/2% increase - Ord. 84-17
- 2018 - 2 1/4% increase - Ord. 84-17
- 2019 - 2% increase - Ord. 84-17

Do we want to change?

Police = 50¢

Teamsters = 35¢

1

SECTION 31.04 SPECIAL REGULATIONS

(A) There is hereby granted a thirty-five cent (35¢) hourly pay differential for employees assigned to working the second and third shifts.

(B) Payment of an extra employee for training purposes shall be permitted for a period not to exceed four (4) weeks. The pay for that period shall be at Step "A" of the current grade for that position or of the pay grade immediately below. The aforesaid four week training period shall not occur during an existing employee's vacation time. If an out-going employee chooses to use earned benefits to complete their employment after the training period; both employees may be paid. (Ord. 80-12)

The Director of Finance is authorized to extend the training period for the position of Deputy Director of Finance for a period not-to-exceed twelve weeks. The pay for that period shall be at Step "A" of the current grade for that position or of the pay grade immediately below. (Ord. 132-06)

(C) The Clerk of Council, upon obtaining certification by the International Institute of Municipal Clerks, shall be entitled to be advanced to the appropriate pay grade and classification, in accordance with Section 31.08(D), upon the approval and recommendation of Council.

Remove?
(D) Any non-Motor Equipment Operator who has the proper licensing as required by the State of Ohio and who is assigned as a Motor Equipment Operator for at least one shift, shall receive additional compensation of 5% of his base pay for the hours worked as a Motor Equipment Operator.

(E) The assignment of city vehicles to non-police and fire employees for personal use shall be approved by City Council each year as a part of the budget process. The value received by employees shall be treated in a manner prescribed by the Internal Revenue Service.

(F) Similar to the pension pick-up offered to bargaining unit employees of the Police Department, the City will pay the deferred pension to those holding the positions of Police Chief and Lieutenant(s) effective January 1, 1999. (Ord. 115-17)

(G) That Greg Huber, Law Director (part-time) shall be paid the salary of Assistant Prosecutor for the period of time he performs those duties and responsibility in addition to his normal duties of Law Director. The pay shall be designated by an asterisk (*) in Section 31.05 and shall be retroactive to February 8, 2010. (Ord. 41-10)

~~(H) The Tree Care Technician, upon obtaining certification from the International Society of Arboriculture as Certified Arborist, shall be entitled to an increase of 7% above the normal rate of pay for the position as designated in Section 31.05. Such advancement shall commence with the first pay period following the receipt of said certification and upon the recommendation and approval of the Parks Director. The employee must provide proof of continuing education credits when earned. (Ord. 98-17)~~

Removed ORD 56-20

City of Medina
2019 Payscale - Hourly

2.00%

Grade/Step	A	B	C	D	E	F
110	45,872.24	58,716.47				
111	57,480.26	68,916.31				
112	68,916.31	82,699.57				
113	82,699.57	99,239.48				
114	99,239.48	119,087.38				
121	79,505.44	92,759.00				
122	82,699.57	89,588.44				

SECTION 31.05 DEPARTMENTAL ASSIGNMENTS

There shall be the following number of positions, officers, and employees of the various departments hereinafter set forth and they shall receive compensation within the respective classification and pay grades established in Section 31.03; and the salaries and compensation shall be paid to such officers and the employees of the City from the various funds for which the services are performed, unless otherwise hereinafter designated, as follows:

CABLE TV

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Cable TV Executive Director/General Manager	16 A-F	Classified
1	Cable TV Operations Director	12 A-F	Classified
2	Cable TV Production Assistant (part-time)**	Sec. 31.02(B)(9)	Part-time
1	Assist. Producer/Technical Operations Director**	3 A-F '8 A-F***	Classified

Note: All Cable TV positions are appointed by and under the direction of the ACCESS Commission.
 *Jointly funded position with Medina City Schools. See agreement authorized by Ord. 246-06, 101-17
 **The position of Production Assistant may be filled by more than one person not to exceed twenty-nine (29) hours per week combined.
 *** Assistant Producer/Technical Operations Director Position to be paid at pay grade 8 A-F - effective January 1, 2018.
 Ord. 54-04, 246-06, 187-14, 54-16, 101-17

CIVIL SERVICE COMMISSION

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Secretary to Civil Service Commission	11 A-F	Classified/appointed by Civil Service Commission

CITY COUNCIL

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	President of Council	Sec. 31.01	Elected
6	Council members	Sec. 31.01	Elected
1	Clerk of Council/Certified Clerk of Council	Pay Grade 103/104 (annual salary paid bi-weekly)	Unclassified/appointed by Council

Sec. 31.05
6/25/18

1 Deputy Clerk of Council/Legislative Assistant Pay Grade 14F Part-time
 (part-time)
 Ord. 2-04, 17-10, 22-10, 170-10, 206-10, 134-11, 21-15

COMMUNITY DEVELOPMENT DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Community Development Director	Pay Grade 122	Unclassified, appointed by Mayor, confirmed by Council (annual salary paid bi-weekly)
1	Economic Development Director	Pay Grade 112	Unclassified/appointed by Mayor, confirmed by Council (annual salary paid bi-weekly)
1	Building Official	Pay Grade 113	Unclassified/appointed by Mayor-confirmed by Council
1	Building Dept. Admin. Assst.	7 A-F	Classified
1	Economic Development/Planning Admin. Asst.	7 A-F	Classified
1	Building/Property Maintenance Inspector	16 A-F per contract	Classified
1	Code Enforcement Inspector	93A	Unclassified, Part-time
1	Clerk (part-time)	Sec. 31.02(B)(11)	Part-time
1	Economic Development & Marketing Associate	9A	Unclassified, Part-time

*No full-time ORD 158-12
 back's position
 was added to 31.04
 org. removed from
 Spec. Removed 31.02*

Ord. 41-06, 88-06, 99-09, 82-10, 152-02, 153-02, 2-04, 21-04, 33-04, 7-06, 22-11, 25-11, 76-11, 134-11, 151-11, 2-12, 14-12, 130-13, 120-14, 114-15, 41-17

ENGINEERING DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Chief Engineer	Pay Grade 1.09	Classified
1	Engineer II	14 A-F	(annual salary paid bi-weekly)
1	Engineering Technologist	12 A-F	Classified
1	Senior Construction Inspector	11 A-F per contract	Classified
1	Construction Inspector	9 A-F per contract	Classified
1	Engineering Assistant (part-time)	Sec. 31.02(B)(9)	Part-time
1	Clerical Help (part-time)	Sec. 31.02(B)(9)	Part-time

Ord. 239-04, 7-06, 216-07, 134-A-1, 133-13

EQUIPMENT MAINTENANCE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Equipment Maintenance Superintendent	15 A-F	Classified
3	Equipment Maintenance Mechanic	34 A-F per contract	Classified

Ord. 148-04

FINANCE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Director of Finance	Sec. 31.01	Elected
1	Deputy Director of Finance	15 A-F	Unclassified/appointed by Dir. of Finance, confirmed by Council
1	Assistant Deputy Director of Finance*	22 F	Unclassified
1	Payroll Clerk	9 A-F	Subject to Civil Service Rule IIIA
1	Utility Billing Clerk	8 A-F	Subject to Civil Service Rule IIIA
1	Account Clerk II (A/F)	9 A-F (Ord. 23-20)	Unclassified
1	Account Clerk II (Cashier)	5 A-F	Classified
1	Clerk (part-time)	Sec. 31.02(B)(3)	Part-time

already done

Sec. 31.05
6/25/18

* This position is a temporary part-time position for training purposes, and shall expire on November 22, 2017.

Ord. 273-05, 85-17, 115-17

FIRE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u> <u>Pay Grade</u>	<u>Classified Service</u> <u>Classified/appointed by Mayor,</u> <u>confirmed by Council</u>
1	Fire Chief	12 A-F	Classified
1	Assistant Chief/Fire Marshal	13 A-F	Classified
1	Fire Operations Captain	Sec. 31.02(B)(4)	Classified
1	Clerical Help (part-time)	Sec. 31.02(B)(4)	Part-time
1	Custodian (part-time)	Sec. 31.02(B)(4)	Part-time
3	Laborer (part-time)	Sec. 31.02(D)	Part-time
3	Captain (part-time)	Sec. 31.02(D)	Part-time
5	Lieutenant (part-time)	Sec. 31.02(D)	Part-time
	Fire Fighter (part-time)	Sec. 31.02(D)	Part-time

Ord. 139-02, 152-04, 126-07, 99-10, 134-11, 35-13, 119-17

LAW DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Law Director/Chief Prosecutor (full time)	Pay Grade 108 (annual salary paid bi-weekly)	Classified Service
1	Assistant Prosecutor (full time)	Pay Grade 107 (annual salary paid bi-weekly)	Unclassified
1	Law Director/Prosecutor (part-time)	Pay Grade 105 Mayor, confirmed by Council	Unclassified
1	Asst. Law Director/Asst. Prosecutor (part-time)	Pay Grade 106	Unclassified/appointed by
2	Assistant Prosecutor (part-time*)	Pay Grade 102	Part-time
1	Assistant Prosecutor (part-time)	Pay Grade 101	Part-time
1	Law Department Secretary (unclassified)	9 A-F	Part-time Unclassified

Sec. 31.05
6/25/18

CNS
ORD 7-19

- 2 Clerk (part-time) Sec. 31.02(B)(11) Part-time: \$100.00
- (A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds.
- (B) For all services in connection with any special assessment proceedings, except sidewalk assessments, including the sale of bonds for said proceedings.
- *-See Section 31.04(H) for special regulations concerning this position.
- Ord. 5-05, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19 \$200.00

MAYOR'S OFFICE

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Mayor	Sec. 31.01	Elected
1	Administrative Office Manager	Pay Grade 110 (annual salary paid bi-weekly)	Subject to Civil Service Rule IIIA

MUNICIPAL COURT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Chief Probation Officer****	20 A-F	Unclassified
1	Court Reporter	11 A-F	Unclassified
2	Probation Officer	7 A-F	Unclassified
1	Probation Secretary*	5 A-F	Unclassified
1	Assignment Commissioner	5 A-F	Unclassified
1	Building and Properties Custodian	31 A-F	Unclassified
1	Intensive Supervision Probation Officer** 24-20	Sec. 31.02(B)(6)	Grant Position
1	Probation Officer/Group Facilitator (part-time)	Sec. 31.02(B)(6)	Grant Position
1	Court Security Officer*****(part-time)	Sec. 31.02(B)(5)	Part-time
1	Building Custodian (part-time)	Sec. 31.02(B)(5)	Part-time

*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.

ORD 7-19

** Positions effective to June 30, 2016 from Intensive Supervision Grant. 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. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17)
 *** For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13P. The balance of the funding for this position shall come from Account No. 161-0705, Probation Services Fund. (Ord. 37-04, Effective 4-1-04)
 **** The position of Court Security Officer may be filled by more than one person.
 (Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12).

PARKS AND RECREATION DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u> <u>Pay Grade: 112</u>	<u>Classified Service</u> <u>Unclassified/appointed by Mayor,</u> <u>confirmed by Council</u>
1	Parks Director/Superintendent of Parks, Cemetery & Forestry (annual salary paid bi-weekly)	37 A-F	Classified
1***	Parks Foreman	32 A-F per contract	Classified
1	Parks Maintenance Technician	9 A-F	Classified
1	City Arborist	31 A-F per contract	Classified
1	Section	32 A-F per contract	Classified
1	Clerical Help	Sec. 31.02(B)(1)	Classified
1	Tree Technician ORD 56-20	Sec. 31.02(B)(1) per contract *	Part-time
1	Cemetery Laborer	Sec. 31.02(B)(1) per contract	Part-time
1	Turf Technician	per contract + 7%	Part-time
	Part-time and Seasonal Employees Fall Time Tree Care	Sec. 31.02(A)(1)&(B)(1)	Part-time
	* See 31.04 (D)	31 A-F	

** One (1) Laborer position will be abolished following the next vacancy. (Ord. 48-18)
 *** The Parks Maintenance Technician position will be filled following a Laborer vacancy. (Ord. 48-18)
 (Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 176-13, 32-14, 98-17, 48-18)

POLICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u> <u>Classified/appointed by Mayor,</u>
1	Police Chief	43 A-F	Classified Service Classified/appointed by Mayor, Sec. 31.05 6/25/18

Part-time Employees*

Section 31.02(E)

Part-time

* That the Recreation Center Director is responsible for notifying the Finance Director in writing when an employee is eligible to advance to the next pay step. The Finance Department shall process the pay increase to be effective the second pay period after proper notification.

** That Nita Justice (Program Manager) and Barbara Dennis (Aquatics Manager) shall continue to be paid \$31.44 per hour until the hourly pay for pay grade 12F catches up. (Ord. 23-06, 17-10, 207-10, 134-11, 54-18) 13-20

<u>Number</u>	<u>Classification</u>
1	Sanitation Superintendent
1	Sanitation Foreman
9	Motor-Equipment Operator
1	Laborer
6	Laborer (part-time)

(Ord. 273-05, 27-13)

SANITATION DEPARTMENT

<u>Steps Authorized</u>	<u>Classified Service</u>
15 A-F	Classified
37 A-F	Classified
34 A-F per contract	Classified
31 A-F per contract	Classified
Sec. 31.02(B)(7) per contract.	Part-time

SERVICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Public Service Director	43 A-F	Unclassified/appointed by Mayor, confirmed by Council
1	Account Clerk II	5 A-F	Subject to Civil Service Rule IIIA
1	Building Maintenance & Repair	32 A-F per contract	Classified
1	Clerical Help (part-time)	Sec. 31.02(B)(2)	Part-time
7	Seasonal Laborers (part-time)	Sec. 31.02(A)(2)	Part-time
1	Custodian (part-time)	Sec. 31.02(B)(2)	Part-time

Ord. 2-04, 242-04, 273-05, 76-08, 81-09, 82-10, 32-14

STREET DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Street Superintendent	15 A-F	Classified
1	Street Foreman	37 A-F	Classified

Sec. 31.05
6/25/18

7 Motor Equipment Operator
 2 Laborer
 Ord. 244-04, 273-05.

34 A-F per contract
 31 A-F per contract.

Classified.
 Classified

WATER DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Water Superintendent	16 A-F	Classified
1	Water Operations Foreman	37 A-F	Classified
1	Backflow Coordinator*	36 A-F	Classified
2	Operations Technician	35 A-F per contract	Classified
2	Motor Equipment Operator	34 A-F per contract	Classified
1	Systems Testing Technician	35 A-F per contract	Classified
2	Meter Service Technicians	32 A-F per contract	Classified
1	Water Technician	32 A-F per contract	Classified
1	Laborer	31 A-F per contract	Classified

*That Robert Depew (Backflow Coordinator) shall continue to be paid \$24.85 per hour until the hourly pay grade is reached up.
 Ord. 154-02, 81-09, 75-11, 73-16

ASK to remove?

SECTION 31.06 CERTIFICATION OF PAYROLL

The Fiscal Officer of the City of Medina shall not draw, sign, issue or authorize the drawing, signing or issuing of any disbursements of the City of Medina to pay any salary or compensation of any officer or employee in the classified or unclassified service of the City unless the payroll for such salary or compensation bears the certificate of the Civil Service Commission of the City that the persons named in the payroll are being employed in pursuance of the Salaries and Benefits Code of the City of Medina, and the rules adopted thereunder.

SECTION 31.07 REGULATIONS FOR POSITION CLASSIFICATIONS

Section 31.07.1 Definitions.

(A) "Position" is a group of currently assigned duties and responsibilities requiring the full or part-time employment of one person. A position may be occupied or vacant.

(B) "Class" is a group of positions (or one position) that (1) has similar duties and responsibilities, (2) requires like qualifications, and (3) can be equitably compensated by the same salary range.

(C) "Class Title" is the official designation or name of the class as stated in the class specification. It shall be used on all personnel records and actions. Working or office titles may be used for purposes of internal administration.

Section 31.07.2 Responsibility for Administration.

The Civil Service Commission, with the approval of the Mayor, shall be responsible for administering the Position Classification Plan.

Section 31.07.3 Allocation of New and/or Additional Positions.

When the duties and responsibilities for the proposed position are basically the same as a previously established class, the department or division head shall request approval of City Council to establish such additional positions at the applicable Pay Grade.

If the duties and responsibilities for the proposed position are different from any previously established class, the department or division head shall complete a job description indicating general duties, responsibilities, and qualifications. The Civil Service Commission shall then prepare a class specification sheet, code number, and a suggested pay grade to be submitted by the department or division head with the request to City Council to establish the new position. If approved, City Council shall decide the proper pay grade and allocate the position to it.

Section 31.07.4 Maintenance of Plan.

(A) Each time a vacancy occurs, the position description shall be completed and submitted to the Civil Service Commission and to the Mayor for a review of the allocation of the position. This requirement may be waived in cases where changes in duties and responsibilities of a position have been unlikely.

(B) Each time a department or division is reorganized, position descriptions for all affected employees shall be submitted to the Civil Service Commission and to the Mayor for review.

(C) The Civil Service Commission may require departments or employees to submit position descriptions on a periodic basis, or any time the Commission has reason to believe that there has been a change in the duties and responsibilities of one or more positions, or at the request of the Mayor.

(D) Each time a new class is established, a class specification shall be incorporated in the existing Plan. The class title shall be added to the schematic list of titles. Likewise, an abolished class shall be deleted from the Position Classification Plan by removing the class specification and eliminating the class title from the schematic list of titles.

(E) The Position Classification Plan shall be reviewed at Council's discretion.

Section 31.07.5 Interpretation of Class Specification.

The class specifications are descriptive and not restrictive. They are intended to indicate the kinds of positions that shall be allocated to the classes established. In a series of classes such as the police classes, the specification for all classes should be reviewed as a unit.

Section 31.07.6 Official Copy of the Position Classification Plan.

The Civil Service Commission shall be responsible for maintaining on file an official copy of the Position Classification Plan. The official copy shall include regulations for administration, schematic list of class titles, and class specifications plus all amendments thereto. A copy of the official Plan shall be available for inspection by the public under reasonable conditions during office hours.

Section 31.07.7 Positions Allocated.

The Position Classification Plan shall consist of all classes of positions included in the "Schematic List of Classes," as follows, with such changes as may be made from time to time by amendments to Section 31.05 or 31.07:

SCHEMATIC LIST OF CLASSES

<u>Clerical and Administrative</u>	<u>Code</u>
Clerk-Typist	05
Probation Secretary	10
Law Department Secretary	15
Building Department Administrative Assistant	20
Building Department Administrative Assistant	20
Economic Development/Planning Administrative Assistant	25
Administrative Office Manager	35

Clerk of Council/Certified Clerk of Council	40
Secretary to Civil Service Commission	50
Parks Director/Superintendent of Parks, Cemetery and Forestry	60
Community Development Director	65
Public Service Director	70
Law Director/Chief Prosecutor	75
Assistant Prosecutor	80
Economic Development Director	95
(Ord. 273-05, 47-06, 88-06, 82-10, 83-10, 25-11, 48-18)	

Accounting, Fiscal and Related

Utility Billing Clerk	105
Account Clerk II	110
Payroll Clerk	115
Deputy Finance Director	120
Court Reporter	210
Probation Officer	240
Chief Probation Officer	245
Assignment Commissioner	250
(Ord. 247-06, 26-07)	

Accts Pay
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2.3-20
11a

Cable TV

Assistant Producer/Technical Operations Director	805
Cable TV Executive Director/General Manager	810
Cable TV Operations Director	815
(Ord. 246-06)	

Engineering and Related

Building Official	310
Construction Inspector	320
Engineering Technologist	325
Engineer II	330
Chief Engineer	335
Building/Combination Inspector	345
Senior Construction Inspector	350
Building/Property Maintenance Inspector	355
(Ord. 239-04, 22-11, 76-11, 130-13)	

Labor, Trades and Labor Supervisor

Building Maintenance & Repair	405
Building & Properties Custodian	410
Laborer	415
Parks Foreman	420
City Arborist	425

Motor Equipment Operator	435
Sexton	445
Equipment Maintenance Mechanic	450
Equipment Maintenance Superintendent	455
Street Foreman	475
Street Superintendent	480
Sanitation Foreman	485
Sanitation Superintendent	490
Parks Maintenance Technician	495
(Ord. 81-09, 33-14, 168-17, 48-18)	

Utilities

Meter Service Technician	505
Water Technician	510
Water Superintendent	550
Water Operations Foreman	540
Backflow Coordinator	535
Operations Technician	530
Systems Testing Technician	525
(Ord. 154-02, 81-09, 73-16)	

Public Safety

Police Records Clerk	605
Communications Operator	610
Administrative Assistant	625
Stationary Load Limit Inspector	628
Patrol Officer	630
Police Sergeant	635
Police Lieutenant	640
Police Chief	645
Parking Meter Attendant	650
Fire Operations Captain	667
Fire Fighter (part-time)	670
Fire Lieutenant	680
Fire Captain (part-time)	683
Assistant Chief/Fire Marshal	685
Fire Chief	695
(Ord. 152-04, 238-04, 162-06, 99-10, 35-13, 119-17)	

Recreation Center

	<u>Code</u>
Recreation Center Director	715
Recreation Center Aquatics Manager	725
Recreation Center Program Manager	750
Recreation Center Program Specialist	755

Recreation Center Recreation Supervisor
Recreation Center Financial Assistant
Recreation Center Office Administrator
(Ord. 69-01, 120-01, 13-02, 23-06, 47-06, 171-10)

760
780
785

**SECTION 31.08 ADVANCEMENT WITHIN THE PAY RANGE (including reclassification);
ESTABLISHING SALARY RANGES**

(A) Subject to the disapproval of Council, and commencing with the first pay in January of each year, employees in each classification may be granted a merit increase by advancement to the next immediate pay step within the pay grade of the particular classification of that employee, providing the advancement is approved in writing by the department head and the appointing authority of the department in which he is employed. Any new employee, or one who has terminated and returned to City employment, must have active service from the first scheduled workday in October of the prior year in order to receive such step increases.

(B) Any new employee starting in the employ of the City, or any terminated employee of the City who returns to work for the City of Medina in a classification different from that which was held prior to termination, shall be employed at the minimum rate of the appropriate pay grade. The appointing authority may authorize employment of such employee at a beginning wage in a higher step within the pay grade of the particular classification if employment conditions existing at the particular time and qualifications of the employee require it, subject to the approval of the Mayor and Chairman of the Finance Committee of City Council, and verification of the Finance Director as to the availability of funds. No payment shall be made at the higher rate until the conditions of this section have been met.

(C) With the approval of the appointing authority, any employee who previously terminated without delinquency and is reinstated within one year from termination to the same classification as held previously may be placed in the same step he was in at the time of termination. If the time of reinstatement disallows eligibility for advancement and the appointing authority feels advancement is warranted, he may grant it subject to the approval of the Mayor and the Chairman of the Finance Committee of City Council.

(D) When an employee is promoted or reclassified to a position in a higher class, his salary shall be increased to the minimum rate for the higher class. In the case of overlapping ranges, the promoted or reclassified employee shall be increased to the step immediately above his present salary.

(E) When an employee is reclassified to a position in a lower grade, he shall receive credit for service with the City and be assigned to the pay step that he was assigned to in the higher classification, or in the one previously held.

(F) No advancement in pay steps or increases in wages shall be made during the term of this chapter except as provided herein.

(G) The appointing authority shall determine the starting salary of an employee hired within a pay range, subject to the approval of the Mayor and Chairman of the Finance Committee of City Council, and verification of the Finance Director as to the availability of funds. (Ord. 23-06)

SECTION 31.09 WORK WEEK AND OVERTIME

The workweek for all full-time employees of the City shall be forty (40) hours.
Ord. 240-04

Section 31.09.1 Overtime.

(A) All employees, except those specified in Section 31.09.2, shall be compensated at the rate of time and one-half for work performed or compensated in excess of forty (40) hours per week except sick days per Section 31.14, and for all hours worked or compensated in excess of the regular weekly forty (40) hours scheduled except sick days per Section 31.14.

(B) All time worked when called back after normal daily working hours or on a regular day off, including holidays, shall be compensated at the rate of one and one-half times his regular rate of pay. The employee may elect to receive compensatory time, pursuant to Section 31.09.1(C).

(C) If any employee elects to take compensatory time in lieu of overtime pay for overtime worked, such compensatory time will be accumulated except that such accumulated compensatory time earned shall not exceed one hundred and twenty (120) hours during the year. Each hour of overtime work shall be compensated by one and one-half hours of compensatory time off. The appointing authority must approve such time off. At any time an employee may elect to cash in all or part of his accumulated compensatory time with proper notification to the Finance Department. Any hours accumulated in excess of one hundred (100) hours shall be paid to the employee at the end of each calendar year.

(D) When a basis workday includes a shift premium, the premium will be considered part of the regular rate of pay for the purposes of computing overtime.

(E) Any employee called back after normal daily working hours or on a regular day off, including holidays, for a court appearance, shall be paid a minimum of three (3) hours at a rate of one and one-half times the regular rate of pay, provided the employee first contacts the court not more than twenty-four (24) hours in advance to confirm the date and time of the court appearance.

(F) Any full-time employee called back for an emergency after normal working hours, on a regularly scheduled day off, or on a city observed holiday, shall be paid a minimum of two (2) hours at one and one-half times the regular rate of pay. All call back time must be approved by the department head and appointing authority.

All part-time firefighters responding to an emergency call on the following holidays, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or New Year's Day, shall be paid double-time for each hour worked with a minimum of one (1) hour. All call back time must be approved by the department head and appointing authority. (Ord. 85-04, 209-05 retroactive to 6-1-02)

Section 31.09.2 Employees Not Receiving Overtime Pay.

(A) The following employees will be considered salaried, and as such, will be ineligible for additional compensation in accordance with Section 31.09.1. They will be eligible for all other benefits of full-time City employees.

- | | |
|-------------------------------|--------------------------------|
| Administrative Office Manager | Parks and Recreation Director |
| Building Official | Community Development Director |
| Clerk of Council | Recreation Center Director |
| Economic Development Director | Police Chief |
| Engineer | Service Director |
| Fire Chief | |

(Ord. 56-04, 273-05, 47-06, 88-06, 26-07, 112-09, 170-10, 22-11, 25-11)

Don't believe we have anyone this covers.

(B) Compensatory time earned prior to May 25, 1977, plus a maximum of 160 hours earned from May 25, 1977 to May 29, 1979, shall be vested in those employees having earned same, and shall be carried forward until used, the employee terminates, or as requested in Section 31.09.1(C).

Section 31.09.3 Regulations Concerning Overtime.

(A) No department head shall require employees in his department to work over the stipulated number of hours per week, or to work in excess of eight (8) hours in any one-day or basic work day, unless authorization from the respective appointing authority is obtained.

(B) All work performed in excess of the standard work week must be authorized in advance by the respective appointing authority.

SECTION 31.10 HOLIDAYS

The following days shall be observed as holidays for all qualified employees of the City of Medina.

1. The first day of January, known as New Years Day.
2. The third Monday of January, known as Martin Luther King Day.
3. The third Monday of February, known as Washington-Lincoln Day.
4. The last Monday of May, known as Decoration Day or Memorial Day.
5. The fourth day of July, known as Independence Day.
6. The first Monday of September, known as Labor Day.
7. The second Monday of October, known as Columbus Day.
8. The eleventh day of November, known as Veterans Day.
9. The fourth Thursday of November, known as Thanksgiving Day.
10. The twenty-fifth day of December, known as Christmas Day.
11. Subject to the approval of the Mayor, and any day appointed and recommended by the Governor of the State or the President of the United States as a holiday.
12. For Municipal Court employees, any day the presiding Municipal Court Judge declares the Municipal Court closed.

Reference Section 31.11(A): In the event that any of the aforesaid holidays should fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that the aforesaid holidays should fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

SECTION 31.11 HOLIDAY PAY.

All full-time or regular employees of the City, except pool and playground personnel, shall receive pay for any legal holiday established by the City, provided and unless otherwise granted by the Appointing Authority, that the employee works the regularly scheduled work day immediately before and the regularly scheduled work day immediately after, and in the case of a shift employee, the holiday if it is his regularly scheduled work day, according to the following provisions:

(A) In the event that any of the aforesaid holidays should fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that the aforesaid holidays should fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

(B) An employee whose regular work schedule does not permit a day off for a holiday shall receive his regular pay and, in addition, holiday pay not to exceed eight (8) hours for each such holiday. This regulation shall not apply to those positions listed in Section 31.09.2(A).

SECTION 31.12 UNIFORM ALLOWANCE.

(A) Police Department. There is hereby granted a maximum yearly uniform and uniform maintenance allowance of Nine Hundred and Sixty Dollars (\$960.00) to all full-time, non-union non-sworn employees of the Police Department, except that during the first twelve months of employment, there will be no uniform allowance. Said allowance shall be appropriated by the Medina City Council and be paid semi-annually directly to the employee.

There is hereby granted a maximum yearly uniform and uniform maintenance allowance of One Thousand Three Hundred Eighty Two Dollars (\$1,382.00) to all full-time, non-union sworn employees of the Police Department, except that during the first twelve months of employment, there will be no uniform allowance. Said allowance shall be appropriated by the Medina City Council and be paid semi-annually directly to the employee. (Ord. 9-08)

There is hereby granted a sufficient allowance necessary to purchase one (1) complete uniform, as prescribed by the Chief of Police, to each new full-time employee, non-union employee of the department.
(Ord. 4-07)

(B) Fire Department.

(1) Upon employment or appointment of each new firefighter, there is hereby granted a sufficient allowance necessary to purchase one (1) complete uniform as prescribed by the Fire Chief.

(2) There is hereby granted a maximum yearly uniform maintenance allowance of one thousand thirty-two dollars (\$1,032.00) for all full-time employees of the Fire Department, except that during the first six months of employment, there will be no uniform allowance. Said allowance shall be appropriated by Medina City Council and paid semi-annually directly to the employee.
(Ord. 84-04)

(C) Service Department.

The City shall furnish to all full-time field employees' five (5) sets of uniforms per year, if requested by the employee, of a style and type to be determined by the Service Director. A uniform shall consist of one pair of uniform pants and one uniform shirt, or one uniform cover-all, or one uniform jacket.

Complete uniforms as furnished by the City are to be worn by all field personnel during working hours, unless prior approval is given by the appointing authority for some deviation from the standard uniform. In addition, suitable outerwear shall be provided for employees doing outside work, as determined by the Service Director.

SECTION 31.13 VACATION

Section 1. Effective January 1, 2017, each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

- A. *3.072* An employee with less than five (5) years of service shall earn vacation with pay at the rate of ~~3.4~~ *3.072* hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- B. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of ~~4.6~~ *4.6* hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
- C. An employee with eleven (11) years, but less than twenty (20) years of service shall earn vacation with pay at the rate of ~~6.2~~ *6.154* hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- D. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of ~~7.4~~ *7.692* hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- E. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carry over limits set forth above in this section, in paragraphs A-D.
- F. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
- G. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.

Section 2. General practices and definitions.

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Department Head is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.

B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.

C. Basic Work Week. A basic work week as used in Section 31.09.
(Ord. 79-17, 130-17)

Section 3. Vacation Benefits For Employment Termination. An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation he may have been eligible to receive if not already taken at the time of his termination.

Ord. 79-17

Teamsters Article 20, Sections 1-6
would be good to insert here.

SECTION 31.14 SICK LEAVE.

4.615

(A) Each full-time City employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4-6/10) hours with pay. Employees may use such sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family. Unused sick leave shall be cumulative up to 120 days, unless more than 120 days are approved by the responsible administrative officer of the employing unit. [The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. (The responsible administrative officer of the employing unit may require the employee to furnish satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.)] leave in

We don't cap sick leave

Any non-union employee shall be permitted to convert two (2) days of sick leave to two (2) days of stress time for each six- (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section, but hours are deducted from sick time balance. The stress days under this section must be utilized within six months of when they are earned, and shall only be taken with the advance approval of the supervisor or department head, except where the day is used in an emergency situation.

*Employees who have accumulated stress days and have them on record currently shall use them prior to the end of this calendar year, December 31, 2017.
(Ord. 104-17)

(B) In addition to Section (A) above, each City employee shall be entitled to sick leave of thirty (30) days annually with pay, upon approval of the responsible administrative officer of the employing unit, for absence due to injury or occupational disease, where such injury has occurred or occupational disease has been contracted in the course of employment with the City of Medina, provided the same were not purposely self-inflicted. Unused sick leave under this section shall not be cumulative. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by injury or illness while working on the job for the City. * Police Article 19 Section 4 added a sentence, but Teamsters did not. Add to paycode?

(C) Wage Continuation Policy. (see Exhibit A attached) (Ord. 182-05)

(D) A City employee may elect, at the time of retirement from the active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be four hundred (400) hours. (Ord.

97-14)

In the event of the death of a full time employee, the estate may request payment for 37.5% of the value of the accrued but unused sick leave credit as described above provided the employee has five (5) or more years of service with the City. The maximum payment that may be made under this section shall be four hundred hours (400 hours). (Ord. 97-14)

(E) A new employee who has accumulated sick leave with another political entity shall be allowed to transfer a maximum number of six hundred hours (600 hours) of unused sick leave upon employment with the City.

(F) Sick Leave Donation Program. The Sick Leave Donation Program is established to allow City employees to donate sick days to fellow employees who have been injured on duty or have a prolonged non-duty related serious illness or injury, or an immediate family member suffering from a serious illness or injury that requires the employee's care during normal working hours, that have exhausted all of the injured/all employee's sick time, accumulated compensatory time, and vacation time.

Whenever an employee, or someone on their behalf, requests sick leave donation from other employees, the request will be forwarded in writing to the next Board of Control meeting for review. The Board of Control shall review:

- 1) That the employee, or immediate family member, is suffering from a serious illness or injury, verified by a doctor/physician, that will require the employee to be out of work for at least thirty work days;
- 2) That the requesting employee has depleted, or will deplete, all available leave time, including sick time, vacation time, and accumulated compensatory time; and
- 3) That the requesting employee has not received a sick leave donation in the past twelve (12) months;
- 4) Upon review of items 1, 2 and 3 above, the Board of Control shall either approve or deny the request for approval to permit donation of sick leave.

If the Board of Control approves the sick leave donation, the following procedure will take place:

- (i) The requesting employee may choose one of the following options for requesting the donations:
 - (a) The requesting employee or designee will personally notify those employees that are requesting donations from. Once notifications are made, the requesting employee will advise the Finance Payroll Clerk in writing of which employees were contacted and the date of the notification. The employees donating the time will have fifteen (15) days after notification to complete a form indicating the willingness to donate to the requesting employee.
 - (b) The Finance Department Payroll Clerk will include, in the next issued pay check, a memo to all employees in the requesting employee's department

advising of the serious illness or injury to a City employee and approval of Board of Control to donate sick leave. The memo will include the date by which sick leave donations must be submitted, but no later than fifteen (15) days after the date of the memo or paycheck.

- (c) The Finance Department Payroll Clerk will include, in the next issued pay check, a memo to all employees advising of the serious illness or injury to a City employee and approval of Board of Control to donate sick leave. The memo will include the date by which sick leave donations must be submitted, but no later than fifteen (15) days after the date of the memo or paycheck.
- 2) Any employee with a sick leave balance of one hundred sixty hours (160) or greater may donate up to eighty (80) hours to the recipient employee, provided the donating employee's sick leave balance does not drop below one hundred twenty (120) hours. All donations are voluntary.
 - 3) A form is completed indicating the willingness to donate sick leave hours from donating employee to recipient employee, signed by donating employee and filed with the Finance Department Payroll Clerk.
 - 4) All donated sick hours remain with the recipient employee, whether used during the serious illness/injury or not.
 - 5) Hours donated are hour per hour, regardless of the donor or recipients hourly rate.
 - 6) There will be a cap of one thousand forty (1040) hours that may be donated by employees to a requesting employee within a twelve (12) month period. This will provide six (6) months of additional paid leave.
- (Ord. 138-02)

Ord. 182-05
Exhibit A

CITY OF MEDINA

WAGE CONTINUATION POLICY

The City of Medina offers an "Injury Leave Policy" (Wage Continuation Program) to any employee who suffers a compensable industrial injury or illness subject to the below mentioned items.

QUALIFICATIONS

1. Payment to Wage Continuation benefits will be in lieu of workers' compensation loss time benefits. The payment of medical benefits will continue to be responsibility of the Ohio Bureau of Workers' Compensation.
2. The Board of Control shall have complete discretion to offer, terminate, limit, or extend Wage Continuation benefits.
3. The injury or illness must be determined to be compensable by the City of Medina, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
4. Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable.
5. The employee must complete a FROI-1 *First Report of Injury* application and sign a wage agreement, medical release and an election form.
6. The City of Medina reserves the right to have the employee examined by a physician of its choice at the City's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of Wage Continuation benefits.
7. Wage Continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits.

Sec. 91.14
7/26/17

subject to the following limitations:

TERMINATION CONDITIONS

Wage Continuation payments will cease upon any of the following conditions:

- 1. Attending physician releases employee to return to work.
- 2. Employee returns to work for another employer.
- 3. Employee fails to return to a transitional "limited duty" assignment consistent with his/her restrictions as approved by the injured workers' treating physician.
- 4. The claim is found to be fraudulent after payment has been commenced.
- 5. Violation of any City of Medina policy or guideline.

GENERAL CONDITIONS

In order to prevent administrative delays and wage loss associated with claims compensable by the Bureau of Workers' Compensation, the City of Medina will, in compensable claims, continue to pay wages at the same rate of pay the injured worker was making at the time of injury. This rate will be multiplied by the usual number of scheduled hours per week. The payment of the City of Medina will take the place of payment by the Bureau of Workers' Compensation. Wage Continuation will be made only during period(s) of time that workers' compensation benefits would otherwise be paid by the Bureau. In most cases, payments will immediately commence upon receipt of disability proof and a completed claim application. The payments by the City of Medina will be subject to the same tax withholding requirements as the employee's regular weekly wage.

SECTION 31.15 TRAVEL AND EDUCATION BENEFITS.

(A) Travel Allowance.

1. Any official or employee of the City may attend, at the expense of the City, any conference or other municipal business relating to municipal affairs, if approved by the responsible elected official. Any member of Council, at his own discretion, may incur expenses not exceeding one hundred dollars (\$100) without prior approval of the Finance Committee. The Director of Finance shall certify that funds are appropriated and available for such purposes. If advanced funds are necessary, the employee shall submit a request to the Finance Department not less than ten (10) working days prior to departure.

2. Any official or employee of the City may be reimbursed for his actual necessary expenses incurred while traveling on official business. The mileage reimbursement rate for privately owned vehicles shall be in accordance with Internal Revenue Service (IRS) guidelines and shall be adjusted each January 1st accordingly. (Ord. 90-08)

3. Upon return, all expense reports with applicable receipts attached shall be approved by the responsible elected official prior to being submitted to the Finance Director for payment. Each member of Council shall approve his or her own expenses not exceeding one hundred dollars (\$100); however, expenses exceeding one hundred dollars (\$100) must have approval of the President of Council or the Finance Committee.

4. All approved expense reports shall be paid within thirty (30) days after submission to the Finance Department. (Ord. 115-17)

(B) Law Enforcement Educational Benefit

Upon receipt of or proof of having earned an associate degree in the law enforcement field or a four (4) year baccalaureate degree from an accredited university, all non-union police officers shall receive additional compensation in the amount of ten dollars (\$10) per pay period, payable semi-annually.

** Do we want to match new language in police contracts?*

SECTION 31.16 GROUP HOSPITALIZATION INSURANCE.

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages to all full time employees, unless specified differently in union contracts. A summary of insurance benefits that the City shall provide is set forth in Attachment A. (Ord. 187-02, 1-04, 42-07, 131-08, 134-11, 97-14, 80-17)

The premiums for such plan shall be paid as follows:

A. Effective April 1, 2020, the City shall pay eighty percent (80%) of the premium costs, and the bargaining unit member shall pay twenty percent (20%) of the premium costs through payroll deduction. Employees who satisfy the wellness program obligations (see, Attachment B) will be eligible for a "wellness" discount and will pay thirteen percent (13%) as their premium contribution for 2020. In order to qualify for the reduced premiums in 2021 and 2022 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.

*Teamsters
ask. Feb. 1
What data
for paycode
employees?*

B. Effective January 1, 2021, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2020 percentage (13% or 20%) for 2021 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

*Use
language
from
Police
contra*

C. Effective January 1, 2022, if the City's insurance premium costs increase by one percent (1%) or more, and the employees are still paying a thirteen percent (13%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2021 rate (an increase to 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2021 percentage for 2022 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

Keep →

D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

Keep →

E. Healthcare coverage begins the first day of employment and ends on the last day of the last month during which an employee is employed by the City. (42-07, 130-17)

Temporary full-time employees expected to be employed by the City for a continuous period greater than three (3) months shall be eligible for said benefit.

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits and coverages under the policy with the new carrier are comparable to or better than the benefits and coverages provided to bargaining unit employees as of the effective date of this Agreement.

Section 3. Effective September 1, 2017, employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

Delete this sentence?

Section 4. Employees opting out who have successfully completed the wellness obligations of their spouse's healthcare plan can be considered as having satisfied the City's wellness obligations, provided that the City has approved the wellness criteria of the spouse's plan and confirmed the employee's satisfaction of same.

Section 5. Effective November 1, 2003 employees who are eligible to receive the City's family group hospitalization insurance and elect to change, or who have previously changed from family to single coverage and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. New employees, who are eligible to receive the City's family group hospitalization insurance and select single coverage instead of family and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of family coverage. (Ord. 136-03, 130-17)

(Ord. 187-02, 1-04, 42-07, 136-03, 131-08, 134-11, 97-14, 80-17, 130-17)

REQUEST FOR COUNCIL ACTION

*OK
Approved
5-6-2020*

NO. RCA 20-106-5/11

FROM: Patrick Patton



COMMITTEE REFERRAL: Finance

DATE: May 6, 2020

SUBJECT: Bid Acceptance - Lindenwood Lake Dam Improvements

Previously, Council approved Ord 57-20 authorizing the bid and award of the Lindenwood Lake Dam Improvement project. During discussion of this ordinance at Finance Committee, we were instructed to complete the bid process and then submit the bid results to the Finance Committee for discussion prior to award.

We have completed the bid process as instructed, the bid results are attached. You will note that the lowest bid came in below the amount authorized.

As a reminder, because it is the City's intention to assess for the cost of this work, at this point in order to proceed the City must direct the property owners abutting the Lindenwood Lake Dam to repair the existing dam and related structures. As per Ohio Revised Code 715.47, should the property owners fail to comply with this resolution, the City will complete the repairs and assess the property owners for the cost to complete the work.

See RCA 20-054-3/7

Thank you for your consideration.

ESTIMATED COST:

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

APPARENT BIDDERS LIST
LINDENWOOD LAKE DAM IMPROVEMENT PROJECT
CITY JOB # 1018

Project Estimate: Base Bid \$ 238,849.00

Plans & Specs: \$ 30.00

Bids Due: 10:00 AM on WEDNESDAY MAY 6, 2020

Bidder	Bid Bond or Certified Check	Completion Date	Amount Bid
HSH CONSTRUCTION & EXCAVATING WADSWORTH, OH 44787	100% BOND	9/18/20	\$217,919. ⁰⁰
LOCKHART CONCRETE Co. AKRON, OH 44314	100% BOND	10/14/20	\$326,210. ⁰⁰
MARKS CONSTRUCTION VALLEY CITY, OH 44780	\$197,777. ⁹² BOND	7/30/20	\$197,777. ⁹²
KENT'S EXCAVATING SERVICE SEVILLE, OH 44773	100% BOND	9/19/20	\$224,979. ⁵⁰

REQUEST FOR COUNCIL ACTION

*OK to Hansell
3-4-2020*

NO. RCA 20-054-3/9

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: March 4, 2020

SUBJECT: Resolution directing property owners to complete the Lindenwood Lake Dam Improvements

This request asks Council to direct the property owners abutting the Lindenwood Lake Dam to repair the existing dam and related structures. As per Ohio Revised Code 715.47, should the property owners fail to comply with this resolution, the City will complete the repairs and assess the property owners for the cost to complete the work.

Thank you for your consideration.

ESTIMATED COST:

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: 

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: 3-9-20 Table

Ord./Res. Number:

Date:

715.47 Power to fill or drain lots and remove obstructions - resolutions.

A municipal corporation may fill or drain any lot or land within its limits on which water at any time becomes stagnant, remove all putrid substances from any lot, and remove all obstructions from culverts, covered drains, or private property, laid in any natural watercourse, creek, brook, or branch, which obstruct the water naturally flowing therein, causing it to flow back or become stagnant, in a way prejudicial to the health, comfort, or convenience of any of the citizens of the neighborhood. If such culverts or drains are of insufficient capacity, the municipal corporation may make them of such capacity as reasonably to accommodate the flow of such water at all times. The legislative authority of such municipal corporation may, by resolution, direct the owner to fill or drain such lot, remove such putrid substance or such obstructions, and if necessary, enlarge such culverts or covered drains to meet the requirements thereof.

After service of a copy of such resolution, or after a publication thereof, in a newspaper of general circulation in such municipal corporation or as provided in section 7.16 of the Revised Code, for two consecutive weeks, such owner, or such owner's agent or attorney, shall comply with the directions of the resolution within the time therein specified.

In case of the failure or refusal of such owner to comply with the resolution, the work required thereby may be done at the expense of the municipal corporation, and the amount of money so expended shall be recovered from the owner before any court of competent jurisdiction. Such expense from the time of the adoption of the resolution shall be a lien on such lot, which may be enforced by suit in the court of common pleas, and like proceedings may be had as directed in relation to the improvement of streets.

The officers connected with the health department of every such municipal corporation shall see that this section is strictly and promptly enforced.

Amended by 129th General Assembly File No.28, HB 153, §101.01, eff. 9/29/2011.

Effective Date: 01-10-1961 .

Finance Committee
Monday, March 9, 2020
6:00 p.m., Multi-Purpose Room

In attendance: J. Coyne - Chairman, E. Heffinger, P. Rose, and J. Shields. B. Lamb, D. Simpson and J. Hazeltine were absent

Also present: Mayor Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Nino Piccoli, Jonathan Mendel, Jansen Wehrley, Mike Wright, Teresa Knox, Dan Gladish (6:38p), Sandy Tomazic, Clint & Sandy Delafield, Gerspacher, Agnes & Terry Keenan, and Bob Finnan.

1. Assignment of Requests for Council Action

2. 20-047-3/9 – Budget Amendments

#2020-003 – Donation Medina Rotary

Mr. Dirham stated this is a pass through from a donation and appropriating the money to spend it. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

#2020-004 – Donation /Fencing Repairs Regan Field #6

Mr. Wehrley stated Board of Control approved this. It will assist in half the cost of repairs. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

#2020-005 – Donation Miracle League – Sam Masi Park

Mr. Wehrley stated this donation is to cover the cost of a small rider sign. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

3. 20-048-3/9 – Accept Donation Evening Rotary Club for 9-11 Monument

Jansen stated this is to set up a specific account so they know when they are spending the money and what purchases are for. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

4. 20-049-3/9 – Water connection – 5528 Lafayette Rd.

Mr. Piccoli stated the two parcels are on Lafayette that want water city taps and owner is outside of city limits and is aware of the cost. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

5. 20-050-3/9 – Increase Expenditure – Signal Service Co. – Street Dept.

Mr. Piccoli stated the city has had two poles struck with significant damage. One was by a semi-tractor trailer at the corner of Lafayette and S. Court Street with no witnesses. They have talked about putting a camera down there because it seems to happen more often. The second pole hit was at East Friendship and North Court and they run about \$12,000.00 if not more to replace. This is why the increase is being requested.

Mr. Rose asked about the cost of cameras and Nino stated that it could cost hundreds of thousands of dollars for a whole network system.

Mr. Coyne suggested putting in concrete barriers in particular spots where this is an issue. They serve their purpose as to stop a truck. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

6. 20-051-3/9 – Letter of Arrangement – 2019 Financial Audit

Mr. Dirham stated the state auditors chose to do the audit themselves and we don't have a lot of choices. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

7. 20-052-3/9 – Purchase Game of Time Fitness Equipment – Ray Mellert Park

Mr. Wehrley stated this is to purchase and install fitness equipment at Ray Mellert Park under the 2019 Community Development Program Project Category 1. The grant was awarded last year for us to complete the fitness loop. Fitness stations will be directly off of the path for the amount of \$32,500.00 through AMNIA Partners. GameTime Equipment has a five year contract. Second phase will be the asphalt work. Functional equipment, handicapped accessible and more geared for use by seniors especially since senior housing is just adjacent to the park. Cameras are in use and equipment will be located in the viewing range. Mr. Rose questioned liability and Mr. Huber stated we have sovereign immunity and defenses in terms of liability with use of something like this. Jansen stated they went with poured in place rubberized surface underneath it for fall protection. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

8. 20-053-3/9 – Amend S&B, Various Sections – Tree Care Technician

Purpose of this is to change the Salary and Benefits code 31.05 Parks and Recreation Department assignments to add a full-time Tree Care Technician and eliminate the part-time Tree Care Technician from 31.02 and 31.05. Section 31.04 has a special regulation concerning the part-time Tree Care Tech, this needs to be eliminated. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

9. 20-054-3/9 – Resolution – Property owners to complete Lindenwood Lake Dam Improvements

Mr. Patton stated this has been talked about in finance before, it goes back over two years since we started this process. Lindenwood Lake is a lake in Forest Meadows and has an earthen dam with an outlet structure and is privately owned and there is an association involved. The outlet structure is in need of repairs because it is close to 50 years old and is severely corroded. The association has asked the city for help. The city agreed to go ahead and prepare the plans and get them approved and come back to council with the idea that we would ultimately assess the costs of those repairs to the property owners and that is where we are today.

The dam is under the jurisdiction of the Ohio Department of Natural Resources which means they had to get the plans approved by them and it was a lot of hurdles to jump over. They did approve it on December 26, 2019 and now it needs council's approval to move forward, as opposed to a typical project where we just ask for bids this one does include that element of assessment which we are not that familiar with this is a new process for us. The city did engage a consultant because we've never done a dam project before we paid a little over \$9,000.00 to advise and guide us through the ODNR process, also spent almost \$2,500.00 on surveying to Cunningham & Associates. The City Engineer office has put together plans and drafting and that

sort of thing. Mr. Patton stated he doesn't have a cost figured for all that but it is approximately 120 hours. There would have to be repairs to the park driveway also due to that being the only access to the dam. Damage would be created from all the trucks of stones and concrete. Mr. Huber pointed out that that item is not eligible to be cost recovered and repairs will be up to the city for any of those repairs. \$15,000.00 is Patrick's estimate.

Mr. Coyne asked for an estimated guess on the time the City Engineer Dept. has spent on this project so far. Mr. Patton guessed about 100 to 120 hours so far.

Patrick stated the city in the past would essentially finance the project, in other words we would put up the funds and go through an assessment process over a period of years to be repaid. Mr. Coyne suggested the cost to the city could be about \$60,000.00 and Patrick stated that was fair.

Mr. Patton stated just to make it clear to the rest of committee members that we have another dam – very similar project on the FOHA dam and that will follow this very quickly too. So we are kind of setting the stage here for the next one. Pat stated the design came from the Engineering budget, the general fund, and the road repair he has not really thought about yet he is not sure where that will come from, maybe the 108 Fund.

Mr. Huber stated the state law allows the engineer to look at a lake like this to determine it needs to be cleaned out to remove obstructions and hazards and in this case the overflow and some of that structure is getting to the point of potentially becoming hazardous. Council has to pass a resolution and the resolution is then sent to property owners and if you are a person who owns more than one partial on that lake, then you get this twice because you are an owner and that's defined the terms of owner. You would send the owner notice of the resolution, the city has to define a time within which the work has to be performed and if the work is not performed then the city can and is permitted to come onto the private land and do the work.

Mr. Coyne asked if council can make a determination of how long to assess it, but the recommendation would probably be to assess it a little longer as allowed by the law. Patrick stated you can't have an assessment period longer than the expected life of the structure. John suggested 20 years.

Mr. Clint Delafield spoke on behalf of the lake residents stating the dam was reclassified in 1999 from a Class 3 dam to a Class 2 dam and that is because of the sanitary sewer line that runs through the dam. Clint stated they serve two public goods, one is they protect that sanitary sewer line and provide that service and the line is managed by the county but owned by the city and in addition we have three inlets into the lake where we take runoff from about 50 homes in the Forest Meadow subdivision as well as considerable runoff which has dramatically increased since the deforestation took place and the expansion of the High School and parking lot put in. Clint feels there is a lot of additional cost being put on the home owners although they are very grateful for the services and assistance that they have received from the city, but they obviously would like more in terms of the price tag going from \$120,000.00 ballooning up to \$250,000.00. This is due to the classification of a class 2 dam because of the sanitation sewer line running through there.

Mr. Gerspacher spoke of the other source of funds is from what the city used to have as late as 2003 and that was the storm water management utility where funds were collected for storm

water management. Mr. Gerspacher wants to revisit that ordinance and spread cost not just onto private owners.

Mr. Rose stated he was on the committee and it was given up because of income tax increase. Mr. Coyne stated the city's involvement as far as funding any kind of fix or dredging or improvement would incur additional liability on the city because of our involvement in the use of spending of public funds related to that involvement. The city's involvement whether it be funding it or actually fixing it, would open us up to additional possibility of liability of being our ownership of it or viewed ownership of those lakes.

Clint spoke of some of the repairs over the years and how ODNR has been inspecting this dam as part of their Dam Safety Program. Who do we ask Keith, and how do you determine the length of time of the improvement and how do we pick a year. Keith stated he will talk to Greg and look into it.

Mr. Huber stated we would need an agreement with all property owners.

Mr. Gerspacher stated since they do have a lake association that is signed and recorded on everyone's property, could you deal with just them instead of 14 property owners.

Mr. Huber stated the only entity that he is directed to deal with is the owners and that is right in the statute.

Going to assess owner and not by parcel.

*On Hold

10. 20-055-3/9 – Bids, Job #1018 Lindenwood Lake Dam Improvements

Mr. Shields moved to make a motion to put the Lindenwood Lake Dam improvement out to bids, seconded by Mr. Rose. Motion passed 4-0.

11. 20-056-3/9 - MOU w/Medina County Soil & Water Conservation District

Mr. Patton stated this has to do with our EPA storm water permit that we are required to have. The 5 year term expired. Mr. Shields moved to approve, seconded by Mr. Rose. Motion passed 4-0.

There being no further business before the Finance Committee, meeting adjourned at 7:23 p.m.

John M. Coyne, Chairman

VEHICLE QUOTE CONFIRMATION
CITY OF MEDINA WATER DEPARTMENT

Dealer: F44209

2020 F-SERIES SD

Page: 1

Order No:	Priority: G4	Ord FIN: QH807	Order Type:5B	Price Level: 40			
	RETAIL	DLR INV		RETAIL	DLR INV		
W3F	F350 4X4CRWCCSR	\$41580	\$39502.00	872	RR CAM & PREP K	\$415	\$377.00
	.179" WHEELBASE				SP DLR ACCT ADJ		(1519.00)
PQ	RACE RED				SP FLT ACCT CR		(1228.00)
A	VNYL 40/20/40				FUEL CHARGE		20.96
S	MEDIUM EARTH GR			B4A	NET INV FLT OPT	NC	7.00
630A	PREF EQUIP PKG				DEST AND DELIV	1695	1695.00
	.XL TRIM						
572	.AIR CONDITIONER	NC	NC				
	.AMFM/MP3/CLK						
996	6.2L EFI V8 ENG	NC	NC				
44G	10-SPD AUTOMATC	NC	NC				
TCH	.LT275/65BSWAS18	NC	NC				
X3E	3.73 ELOCKING	390	355.00				
90L	PWR EQUIP GROUP	1125	1024.00				
	TELE TT MIR-PWR				TOTAL BASE AND OPTIONS	46405	40740.96
	JOB #2 BUILD				TOTAL	46405	40740.96
	FLEET SPCL ADJ	NC	(585.00)				
18B	PLAT RUNNING BD	445	405.00				
	1.1400# GVWR PKG						
425	50 STATE EMISS	NC	NC				
473	SNOW PLOW PKG	250	228.00				
52B	BRAKE CONTROLLR	270	245.00				
525	CRUISE CONTROL	235	214.00				

C.U.E Cost with Fallsway Upfit	\$ 44,645.86
Title & Tag	\$ 35.00
Total	\$ 44,680.86

CITY OF MEDINA WATER DEPARTMENT

C.U.E. Quote

Attn: Bill Magargee

Derek Powers
Fleet/Gvmt. Sales Mgr.
Montrose Ford

QUOTED 4/27/20

(330)
666-0711
x-162

*D/S Hanwell
5.6.2020*

REQUEST FOR COUNCIL ACTION

No. RCA 20-108-5/11
Committee: Finance + Council

FROM: Mayor Dennis Hanwell/Jonathan Mendel
DATE: May 6, 2020
SUBJECT: Outdoor Dining Authorization

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization to permit the Administration to exempt existing restaurants from the Conditional Zoning Certificate Review with the Planning Commission. In our ongoing efforts to support local businesses and constituents this request aligns properly. We are looking to provide administrative relief/approval to our local restaurants to establish outdoor dining more quickly than the Zoning Code currently allows. Currently, the Zoning Code requires conditional zoning approval by our Planning Commission for outdoor dining. This process requires public notice and at least three weeks to get to the Planning Commission. With the pending opening date for restaurants this month we want to be able to let them have outdoor dining on that date or as soon thereafter as possible.

Therefore, the proposed language for legislation is as follows:

Temporary exemption from Sections 1133.04, 1135.05, 1137.04 and Chapter 1153 of the City of Medina Planning and Zoning Code to permit administrative approval of conditionally permitted outdoor dining areas for existing restaurants during the Covid-19 pandemic statewide restrictions until such statewide restrictions are lifted or 12-01-2020 date.

Pending Law Director final approval

Estimated Cost: None

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: Reopening approval is expected in the coming weeks

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. *Ord. 94-20*
Date: *5-11-20*