

**CITY OF MEDINA
AGENDA FOR CITY COUNCIL MEETING**

May 26, 2020 (Tuesday)
Medina City Hall
7:30 p.m.

****REMOTE TELECONFERENCE MEETING****

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**\*\*NOTE:** The Tuesday, May 26, 2020 meeting of the Medina City Council will be conducted as a remote meeting, pursuant to H.B. #197. Instructions to view attached.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (May 11, 2020)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions:

Ord. 95-20, Res. 96-20, Res. 97-20, Ord. 98-20, Res. 99-20, Ord. 100-20, Ord. 101-20, Ord. 102-20, Ord. 103-20, Res. 104-20, and Ord. 105-20.

Ord. 95-20

An Ordinance authorizing the expenditure to Technology Engineering Group, LLC for the Server Refresh Project for the Medina Municipal Court.

(emergency clause requested)

Res. 96-20

A Resolution accepting the grant award from the Ohio Law Enforcement Body Armor Program to purchase body armor vests for the Police Department.

Medina City Council  
April 27, 2020

Res. 97-20

A Resolution authorizing the Ohio Regional Development Corporation on behalf of the City of Medina, Ohio to file an application for grant assistance from the Ohio Department of Development for a PY20 Community Housing Improvement Program (CHIP) Grant.  
(emergency clause requested)

Ord. 98-20

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with Euthenics, Inc. for the Gates Mills Bridge Replacement Project.

Res. 99-20

A Resolution authorizing an application for grant assistance from the U.S. Department of Justice for the Bulletproof Vest Partnership Program of 2020.

Ord. 100-20

An Ordinance authorizing the purchase of one (1) 2020 F350 Four Wheel Drive truck with a Utility Service Body from Montrose Ford for the Water Department.

Ord. 101-20

An Ordinance rezoning 205 S. Prospect Street from R-3, High Density Urban Residential to P-F, Public Facilities.

Ord. 102-20

An Ordinance amending and replacing Sections 31.01 through 31.21 of the Salaries and Benefits Code of the City of Medina, Ohio relative to employees not covered under current union contracts.  
(emergency clause requested)

Ord. 103-20

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget)

Res. 104-20

A Resolution approving the amended Grant Contract with the Ohio Department of Transportation Office of Aviation for the Medina Municipal Airport, Remark Airfield Project, and repealing Resolution No. 21-20, passed January 27, 2020.  
(emergency clause requested)

Ord. 105-20

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the International Brotherhood of Teamsters, Local 436 pertaining to employee healthcare premium contributions.  
(emergency clause requested)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, May 11th, 2020

**Public Hearing:**

To consider the rezoning of 205 S. Prospect Street from R-3, High Density Urban Residential to P-F, Public Facilities.

Mr. Coyne opened the public hearing at 7:38 p.m.

Mr. Mendel stated this request is from the Medina County Historical Society, they are the recent purchasers of this property which is called the McDowell/Phillips House. The John Smart Home right across the street is zoned P-F as well consistent with the existing zoning status of their other property. This went before the Planning Commission on March 12<sup>th</sup> and they recommended approval of rezoning.

Nobody spoke for or against the rezoning. The public hearing was closed at 7:40 p.m.

**Opening:**

Medina City Council met in regular, open session on Monday, May 11th, 2020. The meeting was called to order at 7:40 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne and J. Hazeltine.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Kinney, Kimberly Marshall, Janson Wehrley, Jonathan Mendel, and Kathy Patton.

**Minutes:**

Mr. Shields moved that the minutes from the remote meeting on April 27<sup>th</sup>, 2020 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance Committee met prior to council tonight and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Simpson had no report.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Heffinger had no report.

Water & Utilities Committee: Mrs. Hazeltine had no report.

Emerging Technologies Committee: Mr. Rose had no report.

**Requests for Council Action:**

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

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** reported

- 1) A. Covid-19 - City Hall will have limited access effective immediately. Appointments will be required to meet with staff. Any items that may be submitted electronically or mailed are preferred. We will have a box or bin in vestibules at both entrances to leave mail for any city department. We will distribute. Also have utility drops at Medina Municipal Court lot. All staff & visitors are encouraged to wear masks in common areas.
  - a. Hair Salons and Barber Shops may open May 15
  - b. Restaurants may provide outside dining May 15
  - c. Restaurants may provide indoor dining May 21
  - d. All above require proper social distancing, disinfecting, and limited capacity
  - e. Working with Brunswick, Wadsworth and Medina County on coordinated opening up of public buildings either late May or early June
- B. New Parking Deck/TIF - The new parking deck being erected was supplemented by a \$1m Capital grant from the State of Ohio due to historical downtown and numerous events and activities that draw visitors from a broad region. The deck costs about \$3.8m, so the city is loaning or fronting the remaining \$2.8m. The city established a Tax Increment Finance District for areas adjacent and surrounding parking deck. West upper floor of parking deck was poured with concrete. Eastern side will likely pour in next couple of weeks. Project will last until near end of June.
- C. Please complete the U.S. Census. Important that all residents are counted. We qualify for state and federal grants based on the reporting.

- D. S. Broadway - Between Grant and Lafayette Rd. closed for reconstruction- partially grant funded.
- E. Center Block Crosswalks - out to bid for Medina Square Center Block Crosswalks. Flashing lights to make crossing safer, funded by grant monies. \$106,000 total, \$70,666 capital grant and \$35,334 local funds – SAFETY.

**Keith Dirham, Finance Director**, stated the income tax filing deadline was pushed back which will cause a major hit to the city's income tax revenues in May.

**Greg Huber, Law Director**, had no report.

**Chief Kinney, Police Department**, had no report.

**Kimberly Marshall, Economic Development Director**, had no report.

**Jonathan Mendel, Planning Community Director**, had no report.

**Chief Painter, Fire Department**, Absent.

**Mike Wright, Rec. Center Director**, Absent.

**Jansen Wehrley, Parks and Recreation Director**, Absent.

**Dan Gladish, Building Official**, Absent.

**Patrick Patton, City Engineer**, stated the 2020 Concrete Street Repair Program is underway. This repairs various sections of concrete pavement in all four wards. We appreciate the public's cooperation while they are traveling through the work zones.

**Nino Piccoli, Service Director**, had no report.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

There were none.

**Introduction and Consideration of Ordinances and Resolutions:**

Motion to suspend the rules requiring three readings on the following ordinances and resolutions: Res. 86-20, Ord, 87-20, Res.88-20, Ord. 89-20, Ord. 90-20, Ord, 91-20, Ord. 92-20, Ord. 93-20, & Ord. 94-20. Mr. Shields moved to suspend the rule requiring three readings, seconded by Mr. Simpson. The roll was called and motion passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

**Res. 086-20:**

**A Resolution authorizing an application for grant assistance from the Medina County Drug Abuse Commission (MCDAC) for Narcotics Enforcement.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 086-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 086-20, seconded by Mr. Simpson. Chief Kinney stated this is for a grant from the MCDAC for two school resource officers in the amount of \$179,398.14. Emergency clause is requested due to deadline restrictions. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 086-20 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

**Ord. 087-20:**

**An Ordinance amending Ordinance No. 27-20, passed February 10, 2020, relative to the payment to Absolute Construction for the Private Home Rehabilitation at 533 S. Broadway Street as part of the PY18 CHIP Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 087-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 087-20, seconded by Mr. Simpson. Mr. Mendel stated this is a result of a change order request to increase \$4,524.00 increasing the P.O. to \$37,524.00. Emergency needed to pay contractor. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 087-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 088-20:**

**A Resolution authorizing the Mayor to execute an Economic Development (TRES) Transfer Form from the Division of Liquor Control for the property located at 665 Lafayette Road, Medina, Ohio.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 088-20, seconded by Mr. Simpson. Mrs. Marshall stated this property is known as Diner 42 and this is to transfer D-1, D-2 & D-3 class liquor permits to the city of Medina from another jurisdiction. This business is outside of our Community Revitalization District. The applicant feels they are at a competitive disadvantage without having the opportunity to offer beer and wine as other restaurants have it. The roll was called and Ordinance/Resolution No. 088-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 089-20:**

**An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Soil and Water Conservation District for performance items related to the City's NPDES Stormwater Permit.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 089-20, seconded by Mr. Simpson. Mr. Patton stated for many years they have been required by the EPA to obtain and then maintain our NPDES Stormwater Permit, it is an annual permit with very specific requirements. We have used Medina County Soil and Water Conservation District to assist us with several specific items that are required and this MOU allowed that to continue

moving forward. The roll was called and Ordinance/Resolution No. 089-20 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

**Ord. 090-20:**

**An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 090-20, seconded by Mr. Simpson. Mr. Dirham stated with Mr. Coyne's permission he would like to discuss this and the next two ordinances at once due to them being inter-related. The roll was called and Ordinance/Resolution No. 090-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

**Ord. 091-20:**

**An Ordinance authorizing the Finance Director to make certain fund advances.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 091-20, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 091-20 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

**Ord. 092-20:**

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

Mr. Shields moved for the adoption of Ordinance/Resolution No. 092-20, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 092-20 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

**Ord. 093-20:**

**An Ordinance replacing Sections 31.03 and 31.16 – Section 1 (A), (B), and (C) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Salary Schedules for employees not covered under current union contracts for the years 2020, 2021, and 2022 and Group Hospitalization Insurance.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 093-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 093-20, seconded by Mr. Simpson. Mayor Hanwell stated the city negotiated with the Teamsters Union and their three Police Unions and this is asking to pass along the same wage increases that were awarded to the Union Employees to the Non-Union Employees. Some modifications were made in all four collective bargaining agreements. Emergency is needed due to Finance Department wanting to expedite getting these in place so they can do it uniformly, the back pays as well as the retro pays for the premium contributions from prior months. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 093-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 094-20:**

**An Ordinance authorizing the exemption to 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 the existing restaurants during the**

**Covid-19 Pandemic Statewide Restrictions, until such statewide restrictions are lifted or December 1, 2020.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 094-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 094-20, seconded by Mr. Simpson. Mr. Mendel stated this is an effort to help our local restaurants to get back up and running. Right now outdoor dining is a conditionally permitted use in the Zoning Code sections that are outlined. In order to not have the three week time delay we are requesting this exemption during this period, to allow administrative approval of outdoor dining areas for existing restaurants that want to start implementing this on Friday, May 15<sup>th</sup>. This is just exempting people from the Planning Commission the conditional zoning certificate review process, this does not totally deregulate the operation of outdoor dining. You still have to do an occupancy permit and follow all explicable regulations in the zoning code and throughout the rest of the municipal code. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger. The roll was called and Ordinance/Resolution No. 094-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Council Comments:**

Mr. Simpson thanked everyone's efforts with local food drives, watching out for your neighbors and helping take care of the elderly. It's nice to see people start to get out and about. Keep practicing social distancing and be kind to one another.

Mrs. Hazeltine loves Medina and the people, thank you to everyone for your efforts during Covid-19. Jess announced she and Councilman Lamb will be hosting a series of Facebook Live programs called Coffee with Bill and Jess, so look for that on her FB page.

Mr. Coyne reminded everyone that this Wednesday at 5:30 p.m. will be the first budget meeting.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:27 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 95-20**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO TECHNOLOGY ENGINEERING GROUP LLC FOR THE SERVER REFRESH PROJECT FOR THE MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the expenditure to Technology Engineering Group LLC for labor and materials to replace existing servers and provide Acronis cloud backup services for the Medina Municipal Court, is hereby authorized.

**SEC. 2:** That the funds to cover this expenditure in the amount of \$67,850.00 are available in Account No. 001-0705-53315.

**SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete the project by June 20, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**RESOLUTION NO. 96-20**

**A RESOLUTION ACCEPTING THE GRANT AWARD FROM THE OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM TO PURCHASE BODY ARMOR VESTS FOR THE POLICE DEPARTMENT.**

**WHEREAS:** The Ohio Attorney General’s Office and the Ohio Bureau of Workers’ Compensation have created the new Ohio Law Enforcement Body Armor Program to help Ohio’s local law enforcement entities to purchase body armor vests; and

**WHEREAS:** The Medina Police Department has been awarded \$12,420.00 for vest expenditures through this program and reimbursement must be requested before September 30, 2020.

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

**SEC. 1:** That the grant award from the Ohio Law Enforcement Body Armor Program in the amount of \$12,420.00 is hereby accepted to fund body armor vest expenditures for the Police Department.

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

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

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**RESOLUTION NO. 97-20**

**A RESOLUTION AUTHORIZING THE OHIO REGIONAL DEVELOPMENT CORPORATION ON BEHALF OF THE CITY OF MEDINA, OHIO TO FILE AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF DEVELOPMENT FOR A PY20 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The City of Medina, Ohio intends to apply to the Ohio Department of Development for funding under the PY20 Community Housing Improvement Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the City; and

**WHEREAS:** It is estimated that the total amount of the funding for the City will be at least \$700,000.00.

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

**SEC. 1:** That the Ohio Regional Development Corporation is hereby authorized and directed to file an application with the Ohio Department of Development on behalf of the City of Medina for a PY20 Community Housing Improvement Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the City.

**SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement with the Ohio Regional Development Corporation and the Ohio Department of Development for its implementation and administration and execute any and all documentation associated with said grant.

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

**SEC. 4:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Department Development requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 98-20**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EUTHENICS, INC. FOR THE GATES MILLS BRIDGE REPLACEMENT PROJECT.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute a Professional Services Agreement with Euthenics, Inc. for the Gates Mills Bridge Replacement Project.

**SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 3:** That the funds to cover the agreement in the estimated amount of \$91,374.00 are available in Account No. 108-0610-54411.

**SEC. 4:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**Professional Services Agreement**

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

|                                                                                                           |                       |                                                     |
|-----------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------|
| <b>Offered By:</b><br> | <b>Date:</b> 04/21/20 | <b>Printed Name/Title:</b> Alan R. Piatak/President |
| Signature                                                                                                 | Date                  | Printed Name/Title                                  |

|                     |                     |
|---------------------|---------------------|
| <b>Accepted By:</b> | <b>Accepted By:</b> |
| 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<br>Review Existing Plans, Contacting OUPS, etc...                                                                                                                                                                                                                           | = | 8 MH   | \$ | 34.50 | \$ | 276                           |
| Property Owner Notification Letters                                                                                                                                                                                                                                                                                                      | = | 5 MH   | \$ | 34.50 | \$ | 173                           |
|                                                                                                                                                                                                                                                                                                                                          | = | 13 MH  |    |       | \$ | 449                           |
| Existing Data Collection/Property Owner Notification Letters                                                                                                                                                                                                                                                                             |   |        |    |       |    |                               |
| Survey/Field Work/Basemapping                                                                                                                                                                                                                                                                                                            | = | 54 MH  | \$ | 34.50 | \$ | 1,863                         |
| 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. | = | 82 MH  | \$ | 34.50 | \$ | 1,104                         |
| Boundary Survey - Property Pins and Centerline Monumentation                                                                                                                                                                                                                                                                             | = | 8 MH   | \$ | 34.50 | \$ | 276                           |
| Reduce survey data and create Autocad basemap                                                                                                                                                                                                                                                                                            | = | 6 MH   | \$ | 34.50 | \$ | 207                           |
| Plot existing utilities based on field data and existing plans from utility companies                                                                                                                                                                                                                                                    | = | 4 MH   | \$ | 34.50 | \$ | 138                           |
| Field verify topo drawing                                                                                                                                                                                                                                                                                                                | = | 104 MH |    |       | \$ | 3,586                         |
|                                                                                                                                                                                                                                                                                                                                          |   |        |    |       |    | Survey/Field Work/Basemapping |

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

Right of Way - Temporary & Permanent

|                                                                                                                                                  |   |       |    |       |    |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---|-------|----|-------|----|-------|
| HEC-RAS Analysis of Existing Culvert and Proposed Reinforced Concrete 4-Sided Box<br>Culvert (Using Streamstats Flows or Other Provided by City) | = | 40 MH | \$ | 36.00 | \$ | 1,440 |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---|-------|----|-------|----|-------|



GATES MILLS BOULEVARD CULVERT REPLACEMENT  
DETAILED ESTIMATED MANHOOR 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<br>(Estimate 4 visits @ 3 MH/visit = 12 MH) | = | 12 MH        | \$ 39.00 | \$ 468          |
|                                                                                                              |   | <u>36 MH</u> |          | <u>\$ 1,404</u> |

CONSTRUCTION SERVICES \$ 1,404

|           |                |              |           |
|-----------|----------------|--------------|-----------|
| Labor     | Overhead       | Fee          | Total     |
| \$ 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) \$ 13,624
- PROJECT TOTAL NOT TO EXCEED COST (IF AUTHORIZED) \$ 18,024
- PROJECT TOTAL NOT TO EXCEED COST (BASE + IF AUTHORIZED) \$ 104,998

~~\$ 18,024~~ \$ 55,400 ✓  
~~\$ 104,998~~ \$ 91,374

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 25<sup>th</sup> and April 20<sup>th</sup>, 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           |
| <b>Total Authorized If Authorized</b> | <b>\$31.96</b> | <b>47</b>   | <b>\$1,502</b> | <b>\$2,501</b> | <b>\$20</b>   | <b>\$120</b> | <b>\$0</b> | <b>\$424</b>   | <b>\$4,567</b>  |
| Preconstruction Notification          | \$29.91        | 35          | \$1,047        | \$1,743        | \$14          | \$0          | \$0        | \$296          | \$3,100         |
| Phase I Cultural Resources Report     | \$36.52        | 66          | \$2,410        | \$4,012        | \$32          | \$120        | \$0        | \$680          | \$7,254         |
| Asbestos Survey                       | \$34.50        | 24          | \$828          | \$1,378        | \$11          | \$219        | \$0        | \$234          | \$2,670         |
| <b>Total with If Authorized</b>       | <b>\$33.66</b> | <b>172</b>  | <b>\$5,787</b> | <b>\$9,634</b> | <b>\$77</b>   | <b>\$459</b> | <b>\$0</b> | <b>\$1,634</b> | <b>\$17,591</b> |

**Proposed Labor Rates and Hours**

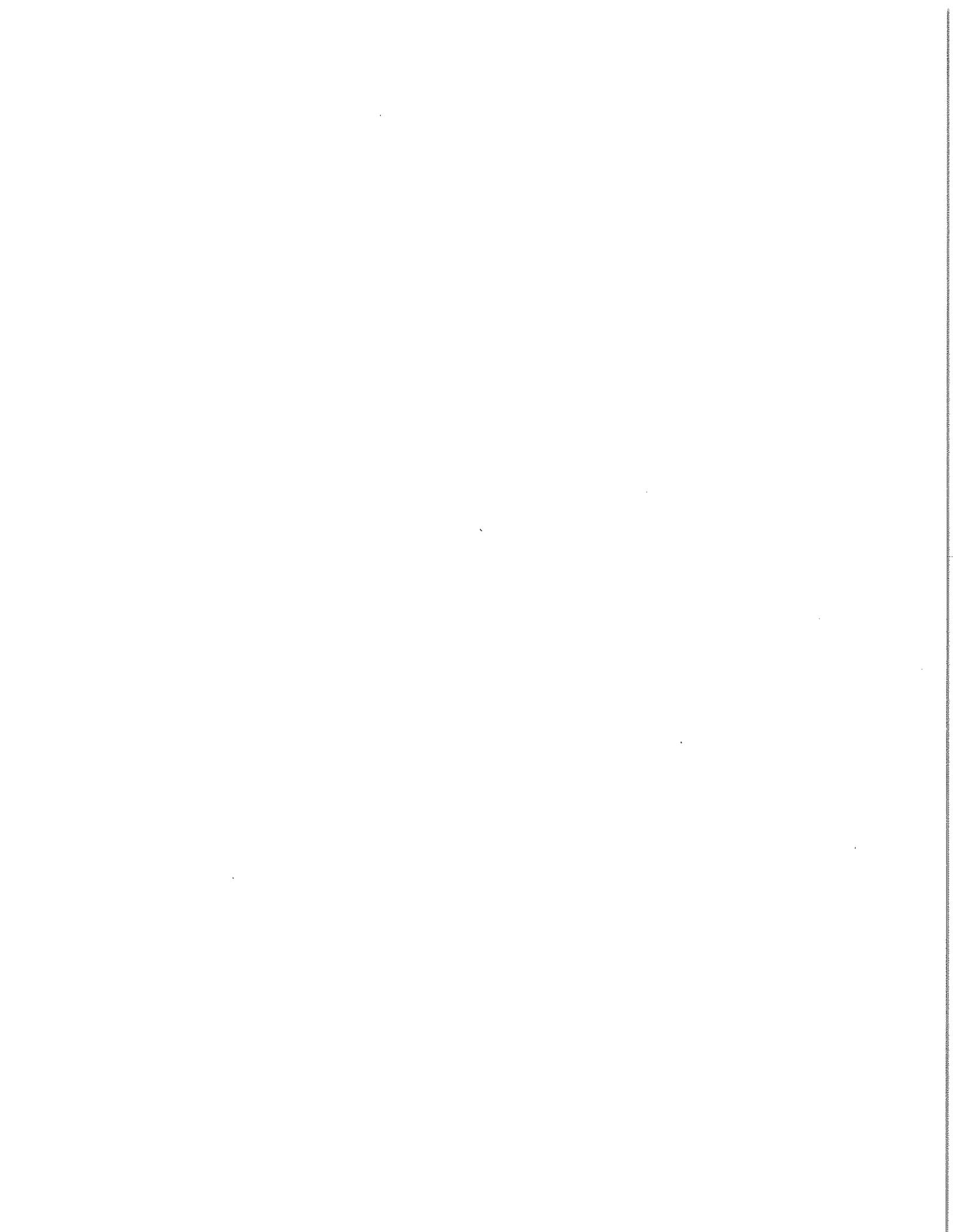
C/R/S : City of Medina-Gates Mills Blvd Culvert Replacement  
 PID: NA  
 Agreement Number: NA

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



**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<br>0.52/mile | copies<br>& postage | field<br>supplies | Lab<br>Testing | meals<br>\$56/day | lodging<br>\$103/night | Direct<br>Costs |
|-------------------------------------------|-------|----------------------|---------------------|-------------------|----------------|-------------------|------------------------|-----------------|
| Ecological Survey                         | 230   | \$120                | \$0                 | \$0               | \$0            | \$0               | \$0                    | \$120           |
| General Oversight                         | 0     | \$0                  | \$0                 | \$0               | \$0            | \$0               | \$0                    | \$0             |
| <b>Total Authorized<br/>If Authorized</b> | 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           |
| <b>Total with If Authorized</b>           | 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

**RESOLUTION NO. 99-20**

**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE BULLETPROOF VEST PARTNERSHIP PROGRAM OF 2020.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application with the U.S. Department of Justice for the Bulletproof Vest Partnership Program of 2020.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement with U.S. Department of Justice for the implementation and administration of the grant.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 100-20**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE  
(1) 2020 F350 FOUR WHEEL DRIVE TRUCK WITH A  
UTILITY SERVICE BODY FROM MONTROSE FORD FOR  
THE WATER DEPARTMENT.**

**WHEREAS:** In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

**WHEREAS:** The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

**SEC. 1:** That the purchase of one (1) 2020 F350 Four Wheel Drive Truck with a Utility Service Body mounted on same through the Community University & Education (C.U.E.) Purchasing Association and Montrose Ford, is hereby authorized for the Water Department.

**SEC. 2:** That the funds to cover this purchase, in the amount of \$44,680.86, are available in Account No. 513-0533-54417.

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

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

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

**ORDINANCE NO. 101-20**

**AN ORDINANCE REZONING 205 S. PROSPECT STREET FROM R-3, HIGH DENSITY URBAN RESIDENTIAL TO P-F, PUBLIC FACILITIES.**

**WHEREAS:** On March 12, 2020, the applicant requested rezoning 205 S. Prospect Street from R-3, High Density Urban Residential to P-F, Public Facilities; and

**WHEREAS:** The Planning Commission recommended approval of the requested rezoning to Medina City Council as stated above; and

**WHEREAS:** The notice of public hearing by Medina City Council was duly published and the hearing was duly held May 11, 2020.

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

**SEC. 1:** That 205 S. Prospect Street be rezoned from R-3, High Density Urban Residential to P-F, Public Facilities.

**SEC. 2:** That the City Engineer is hereby directed to amend the zoning map as necessary to correctly reflect this change in zoning.

**SEC. 3:** That a drawing and Zoning Description of rezoning, is attached hereto and incorporated herein.

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**



P20-02  
205 S. Prospect St.  
Rezone R-3 to P-F  
March 12, 2020

H-1

H-1

G-1

G-1

MEDINA ST

Subject Property

G-3

G-3

G-1

MU

BLAKE AVE

R-4

R-3

PROSPECT ST

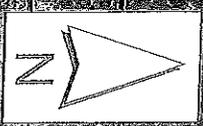
WASHINGTON ST

R-3

MU

R-3

H-1



1 inch = 100 feet

**ORDINANCE NO. 102-20**

**AN ORDINANCE AMENDING AND REPLACING SECTIONS 31.01 THROUGH SECTION 31.21 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO EMPLOYEES NOT COVERED UNDER CURRENT UNION CONTRACTS, AND DECLARING AN EMERGENCY.**

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

**WHEREAS:** The Finance Director has recommended a total revision of the Salaries and Benefits Code of the City of Medina, Ohio, relative to employees not covered under current union contracts and other clean-up revisions to the code.

**WHEREAS:** That an explanation of the revisions is marked as Exhibit A, attached hereto and incorporated herein.

**WHEREAS:** That a copy of the amended sections with changes noted is marked as Exhibit B, attached hereto and incorporated herein.

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

**SEC. 1:** That the Salary & Benefits Code of the City of Medina, Ohio is hereby amended and replaced in its entirety.

**SEC. 2:** That a copy of the newly revised Salary & Benefits Code is marked Exhibit C, attached hereto and incorporated herein.

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the Teamster and Police contracts have been approved by Council; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

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.

Exh. B 1  
Ord 102-20

**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**

| <u>Positions</u>                 | <u>Hourly Rate</u>                           | <u>RC Code</u> |
|----------------------------------|----------------------------------------------|----------------|
| 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*<br>Maintenance**   | See 31.02(E) MCRC pay scale<br>Pay Grade 51A | X 14           |

\* A position may be filled by more than one person per day not to exceed the normal operating hours.

\*\* Number of positions, hours and days per Teamster Contract Article 30, Section 2.

(Ord. 99-04, 134-11, 67-17) (42-20) ✓

(2) **SERVICE DEPARTMENT**

|            | <u>Hourly Rate</u> |
|------------|--------------------|
| 7 Laborer* | Pay Grade 51A      |

\*Seasonal and part-time positions in the Service department shall be allocated to departments on a need basis as determined by the Director of Public Service.

(Ord. 273-05, 134-11, 32-14)

(B) **PART-TIME EMPLOYEES.** (Part-time positions may not be filled for more than 29 hours in any week.)

(1) **PARKS AND RECREATION DEPARTMENT**

|                    | <u>Hourly Rate</u> |
|--------------------|--------------------|
| 1 Clerical Help    | Pay Grade 5A       |
| 5 Laborers         | per contract       |
| 1 Cemetery Laborer | per contract       |
| 1 Turf Technician  | per contract + 7%  |

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

(2) **SERVICE DEPARTMENT**

|   |               | <u>Hourly Rate</u>                     |
|---|---------------|----------------------------------------|
| 2 | Laborers*     | Pay Grade 51A                          |
| 1 | Clerical Help | Pay Grade 5A                           |
| 1 | Custodian     | See Teamster's Contract<br>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<br>Finance* | Pay Grade 22F      |

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

(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* | \$25.58/hr.        |
| 1 | Probation Officer/Group Facilitator**    | \$25.58/hr.        |

\*Positions effective to June 30, 2021. 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.

\*\*Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by grant. Currently, as of January 13, 2020 – 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week

from the CCA Grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19, 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) 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**

Hourly Rate

*Keep*

|   |                                          |               |
|---|------------------------------------------|---------------|
| 1 | Code Enforcement Inspector               | Pay Grade 93A |
| 1 | Clerical Help                            | Pay Grade 5A  |
| 1 | Economic Development & Marketing Manager | Pay Grade 9A  |

(Ord. 2-04, 22-11, 25-11, 134-11, 151-11, 130-13, 70-14, 114-15, 41-17, 158-18)

(12) **LAW DEPARTMENT**

|   |               |                    |
|---|---------------|--------------------|
|   |               | <u>Hourly Rate</u> |
| 2 | Clerical Help | Pay Grade 5A       |

(Ord. 2-04, 7-19)

(13) **COUNCIL OFFICE**

|   |                                                   |                    |
|---|---------------------------------------------------|--------------------|
|   |                                                   | <u>Hourly Rate</u> |
| 1 | Deputy Clerk of Council/<br>Legislative Assistant | Pay Grade 14F      |

(Ord. 2-04, 17-10, 206-10, 134-11)

(14) **CITY HALL**

|   |                           |                    |
|---|---------------------------|--------------------|
|   |                           | <u>Hourly Rate</u> |
| 5 | Substitute Clerical Help* | Pay Grade 5A       |

(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)

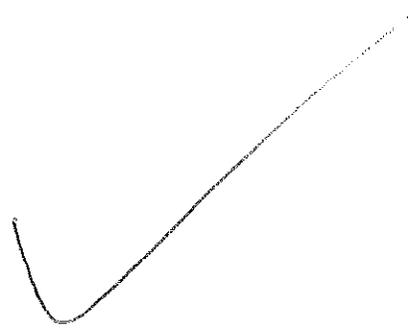
(E) **RECREATION CENTER.** (see attached schedule and procedure)  
(Ord. 16-02, 99-04, 251-05, 82-06, 165-10, 174-11, 39-13, 185-13, 209-14, 15-15, 33-16, 165-19, 168-19)

(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 3½ retro and 3½% for 2008 – Ord. 48-07
- 2009 – 3 ¼% 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



2020  
2021  
2022

- Ord. 93-20  
- Ord 93-20  
- Ord 93-20

> Full ...

Recreation Center 2020

Part Time Pay Scale

CPI increase of 1.4% or 15 cents over 2019 minimum wage.

|      | A       | B       | C       | D       | E       | F       | G       | H       | I       | J       | K       | L       | M       | N       | O       |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| RC1  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC2  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC3  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC4  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC5  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC6  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC7  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC8  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC9  | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC10 | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC11 | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC12 | \$8.70  | \$8.80  | \$8.90  | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 |
| RC13 | \$9.00  | \$9.10  | \$9.20  | \$9.30  | \$9.40  | \$9.50  | \$9.60  | \$9.70  | \$9.80  | \$9.90  | \$10.00 | \$10.10 | \$10.20 | \$10.30 | \$10.40 |
| RC14 | \$9.46  | \$9.56  | \$9.66  | \$9.76  | \$9.86  | \$9.96  | \$10.06 | \$10.16 | \$10.26 | \$10.36 | \$10.46 | \$10.56 | \$10.66 | \$10.76 | \$10.86 |
| RC15 | \$9.72  | \$9.82  | \$9.92  | \$10.02 | \$10.12 | \$10.22 | \$10.32 | \$10.42 | \$10.52 | \$10.62 | \$10.72 | \$10.82 | \$10.92 | \$11.02 | \$11.12 |
| RC16 | \$9.98  | \$10.08 | \$10.18 | \$10.28 | \$10.38 | \$10.48 | \$10.58 | \$10.68 | \$10.78 | \$10.88 | \$10.98 | \$11.08 | \$11.18 | \$11.28 | \$11.38 |
| RC17 | \$10.24 | \$10.34 | \$10.44 | \$10.54 | \$10.64 | \$10.74 | \$10.84 | \$10.94 | \$11.04 | \$11.14 | \$11.24 | \$11.34 | \$11.44 | \$11.54 | \$11.64 |
| RC18 | \$10.36 | \$10.46 | \$10.56 | \$10.66 | \$10.76 | \$10.86 | \$10.96 | \$11.06 | \$11.16 | \$11.26 | \$11.36 | \$11.46 | \$11.56 | \$11.66 | \$11.76 |
| RC19 | \$10.51 | \$10.61 | \$10.71 | \$10.81 | \$10.91 | \$11.01 | \$11.11 | \$11.21 | \$11.31 | \$11.41 | \$11.51 | \$11.61 | \$11.71 | \$11.81 | \$11.91 |
| RC20 | \$10.77 | \$10.87 | \$10.97 | \$11.07 | \$11.17 | \$11.27 | \$11.37 | \$11.47 | \$11.57 | \$11.67 | \$11.77 | \$11.87 | \$11.97 | \$12.07 | \$12.17 |
| RC21 | \$11.03 | \$11.13 | \$11.23 | \$11.33 | \$11.43 | \$11.53 | \$11.63 | \$11.73 | \$11.83 | \$11.93 | \$12.03 | \$12.13 | \$12.23 | \$12.33 | \$12.43 |
| RC22 | \$11.56 | \$11.66 | \$11.76 | \$11.86 | \$11.96 | \$12.06 | \$12.16 | \$12.26 | \$12.36 | \$12.46 | \$12.56 | \$12.66 | \$12.76 | \$12.86 | \$12.96 |
| RC23 | \$12.61 | \$12.71 | \$12.81 | \$12.91 | \$13.01 | \$13.11 | \$13.21 | \$13.31 | \$13.41 | \$13.51 | \$13.61 | \$13.71 | \$13.81 | \$13.91 | \$14.01 |
| RC24 | \$13.13 | \$13.23 | \$13.33 | \$13.43 | \$13.53 | \$13.63 | \$13.73 | \$13.83 | \$13.93 | \$14.03 | \$14.13 | \$14.23 | \$14.33 | \$14.43 | \$14.53 |
| RC25 | \$13.66 | \$13.76 | \$13.86 | \$13.96 | \$14.06 | \$14.16 | \$14.26 | \$14.36 | \$14.46 | \$14.56 | \$14.66 | \$14.76 | \$14.86 | \$14.96 | \$15.06 |
| RC26 | \$14.18 | \$14.28 | \$14.38 | \$14.48 | \$14.58 | \$14.68 | \$14.78 | \$14.88 | \$14.98 | \$15.08 | \$15.18 | \$15.28 | \$15.38 | \$15.48 | \$15.58 |
| RC27 | \$14.71 | \$14.81 | \$14.91 | \$15.01 | \$15.11 | \$15.21 | \$15.31 | \$15.41 | \$15.51 | \$15.61 | \$15.71 | \$15.81 | \$15.91 | \$16.01 | \$16.11 |
| RC28 | \$15.23 | \$15.33 | \$15.43 | \$15.53 | \$15.63 | \$15.73 | \$15.83 | \$15.93 | \$16.03 | \$16.13 | \$16.23 | \$16.33 | \$16.43 | \$16.53 | \$16.63 |
| RC29 | \$15.76 | \$15.86 | \$15.96 | \$16.06 | \$16.16 | \$16.26 | \$16.36 | \$16.46 | \$16.56 | \$16.66 | \$16.76 | \$16.86 | \$16.96 | \$17.06 | \$17.16 |
| RC30 | \$16.28 | \$16.38 | \$16.48 | \$16.58 | \$16.68 | \$16.78 | \$16.88 | \$16.98 | \$17.08 | \$17.18 | \$17.28 | \$17.38 | \$17.48 | \$17.58 | \$17.68 |
| RC31 | \$16.81 | \$16.91 | \$17.01 | \$17.11 | \$17.21 | \$17.31 | \$17.41 | \$17.51 | \$17.61 | \$17.71 | \$17.81 | \$17.91 | \$18.01 | \$18.11 | \$18.21 |
| RC32 | \$17.36 | \$17.46 | \$17.56 | \$17.66 | \$17.76 | \$17.86 | \$17.96 | \$18.06 | \$18.16 | \$18.26 | \$18.36 | \$18.46 | \$18.56 | \$18.66 | \$18.76 |
| RC33 | \$18.00 | \$18.10 | \$18.20 | \$18.30 | \$18.40 | \$18.50 | \$18.60 | \$18.70 | \$18.80 | \$18.90 | \$19.00 | \$19.10 | \$19.20 | \$19.30 | \$19.40 |
| RC34 | \$22.00 | \$22.10 | \$22.20 | \$22.30 | \$22.40 | \$22.50 | \$22.60 | \$22.70 | \$22.80 | \$22.90 | \$23.00 | \$23.10 | \$23.20 | \$23.30 | \$23.40 |



**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.

(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)

(Ord. 98-17)  
Ord. 273-05, 85-17, 115-17, 56-20

*Remove + renumber*

*2020*

**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<br>(annual salary paid bi-weekly) | Unclassified/appointed by Council |

Sec. 31.05  
4/8/20

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. Assist.                      | 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 Manager | <del>9A</del> Pay Grade 110 | Unclassified, <del>Part-time</del> <i>appointed by Mayor</i>                          |

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, 158-18

**ENGINEERING DEPARTMENT**

| <u>Number</u>                             | <u>Classification</u>             | <u>Steps Authorized</u><br>Pay Grade 109 | <u>Classified Service</u>                    |
|-------------------------------------------|-----------------------------------|------------------------------------------|----------------------------------------------|
| 1                                         | Chief Engineer                    |                                          | Classified<br>(annual salary paid bi-weekly) |
| 1                                         | Engineer II                       | 14 A-F                                   | Classified                                   |
| 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, 134-11, 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       | 34.5 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                                 | 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                                 | Accounts Payable Clerk     | 8 A-F                   | Unclassified                                                    |
| 1                                 | Account Clerk II (Cashier) | 5 A-F                   | Classified                                                      |
| 1                                 | Clerk (part-time)          | Sec. 31.02(B)(3)        | Part-time                                                       |
| Ord. 273-05, 85-17, 115-17, 23-20 |                            |                         |                                                                 |

### FIRE DEPARTMENT

| <u>Number</u> | <u>Classification</u>        | <u>Steps Authorized</u> | <u>Classified Service</u>                           |
|---------------|------------------------------|-------------------------|-----------------------------------------------------|
| 1             | Fire Chief                   | Pay Grade 121           | Classified/appointed by Mayor, confirmed by Council |
| 1             | Assistant Chief/Fire Marshal | 13 A-F                  | Classified                                          |
| 1             | Fire Operations Captain      | 12 A-F                  | 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(B)(4)        | 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<br>(annual salary paid bi-weekly) | Unclassified              |
| 1             | Assistant Prosecutor (full time)                | Pay Grade 107<br>(annual salary paid bi-weekly) | Unclassified              |
| 1             | Law Director/Prosecutor (part-time)             | Pay Grade 105<br>Mayor, confirmed by Council    | Unclassified/appointed by |
| 1             | Asst. Law Director/Asst. Prosecutor (part-time) | Pay Grade 106                                   | Part-time                 |
| 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                                           | Unclassified              |
| 2             | Clerk (part-time)                               | Sec. 31.02(B)(11)                               | Part-time                 |

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, \$100.00

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:

\$200.00

\* -See Section 31.04(G) for special regulations concerning this position.

Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19

**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<br>(annual salary paid bi-weekly) | Subject to Civil Service Rule IIIA |

Ord. 273-05, 7-06, 47-06, 134-11, 28-17

**MUNICIPAL COURT**

| <u>Number</u> | <u>Classification</u>                     | <u>Steps Authorized</u> | <u>Classified Service</u> |
|---------------|-------------------------------------------|-------------------------|---------------------------|
| 1             | Chief Probation Officer ****              | 16 A-F                  | Unclassified              |
| 1             | Deputy Chief Probation Officer            | 9 A-F                   | Unclassified              |
| 1             | Court Reporter                            | 11 A-F                  | Unclassified              |
| 1             | 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** | Sec. 31.02(B)(6)        | Grant Position            |
| 1             | Probation Officer/Group Facilitator*****  | 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.

\*\* Positions effective to June 30, 2021 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

Sec. 31.05  
4/8/20

part-time as dictated by grant. (Ord. 128-04, 164-05, 144-12, 25-16, 158-17, 110-19)

\*\*\* For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. 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.

\*\*\*\*\*The position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. Currently, as of January 13, 2020 - 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week from the CCA Grant.

(Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19, 24-20)

### PARKS AND RECREATION DEPARTMENT

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

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, **56-20**)

**POLICE DEPARTMENT**

| <u>Number</u> | <u>Classification</u>                   | <u>Steps Authorized</u> | <u>Classified Service</u>                           |
|---------------|-----------------------------------------|-------------------------|-----------------------------------------------------|
| 1             | Police Chief                            | 43 A-F                  | Classified/appointed by Mayor, confirmed by Council |
| 2             | Police Lieutenant                       | 20 A-F                  | Classified                                          |
| 7             | Sergeant                                | per contract            | Classified                                          |
| 29            | Patrol Officer                          | per contract            | Classified                                          |
| 1             | Patrol Officer (part-time)****          | per contract            | Part-time                                           |
| 10            | Communications Operator                 | per contract            | Classified                                          |
| 2             | Communication Operator (part-time)***** | Step A of contract      | Part-time                                           |
| 1             | Administrative Assistant                | 8 A-F                   | Classified                                          |
| 1             | Administrative Assistant (part-time)    | Sec. 31.02(B)(7)        | Part-time                                           |
| 1             | Parking Meter Attendant (part-time)**   | Sec. 31.02(B)(7)        | Part-time                                           |
| 4             | Records Clerk (part-time)               | Sec. 31.02(B)(7)        | Part-time                                           |
| 2             | Stationary Load Limit Inspector*        | Sec. 31.02(B)(7)        | Part-time                                           |

\*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) hours.  
 \*\*\*Patrol Officer (part-time) not to exceed thirty (30) hours per week.  
 \*\*\*\*\*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.

(Ord. 159-02, 51-03, 163-03, 32-04, 164-04, 238-04, 238-05, 46-06, 162-06, 185-06, 245-06, 5-07, 138-07, 147-07, 161-08, 43-09, 100-09, 111-09, 168-09, 9-10, 86-10, 98-10, 55-11, 56-11, 57-11, 29-12, 207-12, 210-12, 46-13, 64-13, 137-14, 178-16, Ord. 21-18)

**RECREATION CENTER**

| <u>Number</u> | <u>Classification</u>                | <u>Steps Authorized</u>                         | <u>Classified Service</u>                             |
|---------------|--------------------------------------|-------------------------------------------------|-------------------------------------------------------|
| 1             | Recreation Center Director           | Pay Grade 112<br>(annual salary paid bi-weekly) | Unclassified/appointed by Mayor, confirmed by Council |
| 1             | Recreation Center Aquatics Manager** | 11 A-F                                          | Classified                                            |
| 1             | Recreation Center Program Manager**  | 11 A-F                                          | Classified                                            |

- 1 Recreation Center Office Administrator
- 1 Recreation Center Financial Assistant
- 1 Recreation Center Program Specialist
- 1 Recreation Center Recreation Supervisor
- Part-time Employees\*

- 10 A-F Classified
- 9 A-F Classified
- 7 A-F Classified
- 8 A-F Classified
- 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 Darlene Donkin (Aquatics Manager) shall continue to be paid \$31.44 per hour until the hourly pay for pay grade 13F catches up. (Ord. 23-06, 171-10, 207-10, 134-11, 54-18, 1-20) ~~13-00~~

*See Ord.*

**SANITATION DEPARTMENT**

| <u>Number</u> | <u>Classification</u>     | <u>Steps Authorized</u>       | <u>Classified Service</u> |
|---------------|---------------------------|-------------------------------|---------------------------|
| 1             | Sanitation Superintendent | 15 A-F                        | Classified                |
| 1             | Sanitation Foreman        | 37 A-F                        | Classified                |
| 9             | Motor Equipment Operator  | 34 A-F per contract           | Classified                |
| 1             | Laborer                   | 31 A-F per contract           | Classified                |
| 6             | Laborer (part-time)       | 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                |
| 7             | Motor Equipment Operator | 34 A-F per contract     | Classified                |
| 2             | Laborer                  | 31 A-F per contract     | Classified                |

Ord. 241-04, 273-05

**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 Operators  | 34 A-F per contract     | Classified                |
| 1             | Systems Testing Technician | 33 A-F per contract     | Classified                |
| 2             | Meter Service Technicians  | 32.5 A-F per contract   | Classified                |
| 1             | Water Technician           | 32.5 A-F per contract   | Classified                |
| 1             | Laborer                    | 31 A-F per contract     | Classified                |

*Remove*  
 \*That Robert Depew (Backflow Coordinator) shall continue to be paid \$24.85 per hour until the hourly pay grade 36F catches up.  
 Ord. 154-02, 81-09, 75-11, 73-16

*AGL to 36F Catch up?*

## 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)

*Remove*  
↓

(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 31.11 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) ours for each such holiday. This regulation shall not apply to those positions listed in Section 31.09.2(A).

## 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:

- 307
- A. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.1 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 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 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 7.7 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 carryover 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.

(Ord 102-20)  
**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



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/ill 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:

- 1) 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,

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 this 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 1<sup>st</sup> 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 not have to wait  
New language in police  
contract*

*Sec 31.15 -  
approved by the Council*

**CITY OF MEDINA  
SALARIES AND BENEFITS CODE**

*NEW  
Exh. C*

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| <b>11</b>      | <b>Holiday Pay</b>                                |
| <b>12</b>      | <b>Uniform Allowance</b>                          |
| <b>13</b>      | <b>Vacation</b>                                   |
| <b>14</b>      | <b>Sick Leave</b>                                 |
| <b>15</b>      | <b>Travel and Education Benefits</b>              |
| <b>16</b>      | <b>Group Hospitalization</b>                      |
| <b>17</b>      | <b>Longevity Pay</b>                              |
| <b>18</b>      | <b>Leave of Absence</b>                           |
| <b>19</b>      | <b>Life Insurance</b>                             |
| <b>20</b>      | <b>Bonds for Municipal Employees and Officers</b> |
| <b>21</b>      | <b>Gender</b>                                     |

## 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<br>(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   |
|                                                                                                                  | \$13,776.00 (2022 & 2023+)** | Payable Monthly   |
| Council Members (1/1/18-12/31/23)                                                                                |                              |                   |
| Ward 1 Council                                                                                                   | \$ 8,340.00 (Annual – 2019)  | Payable Monthly   |
| Ward 3 Council                                                                                                   | \$ 8,760.00 (Annual – 2020)  | Payable Monthly   |
| At-Large Council (Rose)                                                                                          | \$ 9,180.00 (Annual – 2021)  | Payable Monthly   |
|                                                                                                                  | \$ 9,180.00 (2022 & 2023+)** | Payable Monthly   |
| Council Members (1/1/1812/31/23)                                                                                 |                              |                   |
| Ward 2 Council                                                                                                   | \$ 6,000.00 (Annual – 2019)  | Payable Monthly   |
| Ward 4 Council                                                                                                   | \$ 8,760.00 (Annual – 2020)  | Payable Monthly   |
| At-Large Council (Lamb)                                                                                          | \$ 9,180.00 (Annual – 2021)  | Payable Monthly   |
|                                                                                                                  | \$ 9,180.00 (2022 & 2023+)** | Payable Monthly   |
| **The salaries after 2023 shall stay the same until Council should take further action to increase at that time. |                              |                   |
| (Ord. 103-17, 32-19)                                                                                             |                              |                   |
| 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

| <u>Positions</u>                 | <u>Hourly Rate</u>          | <u>RC Code</u> |
|----------------------------------|-----------------------------|----------------|
| 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 | 14             |
| Maintenance**                    | Pay Grade 51A               |                |

\* A position may be filled by more than one person per day not to exceed the normal operating hours.

\*\* Number of positions, hours and days per Teamster Contract Article 30, Section 2.  
(Ord. 99-04, 134-11, 67-17, 42-20)

### (2) SERVICE DEPARTMENT

|            | <u>Hourly Rate</u> |
|------------|--------------------|
| 7 Laborer* | Pay Grade 51A      |

\*Seasonal and part-time positions in the Service department shall be allocated to departments on a need basis as determined by the Director of Public Service.  
(Ord. 273-05, 134-11, 32-14)

(B) **PART-TIME EMPLOYEES.** (Part-time positions may not be filled for more than 29 hours in any week.)

### (1) PARKS AND RECREATION DEPARTMENT

|                    | <u>Hourly Rate</u> |
|--------------------|--------------------|
| 1 Clerical Help    | Pay Grade 5A       |
| 5 Laborers         | per contract       |
| 1 Cemetery Laborer | per contract       |
| 1 Turf Technician  | per contract + 7%  |

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

(2) **SERVICE DEPARTMENT**

|   |               | <u>Hourly Rate</u>                     |
|---|---------------|----------------------------------------|
| 2 | Laborers*     | Pay Grade 51A                          |
| 1 | Clerical Help | Pay Grade 5A                           |
| 1 | Custodian     | See Teamster's Contract<br>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<br>Finance* | Pay Grade 22F      |

(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* | \$25.58/hr.        |
| 1 | Probation Officer/Group Facilitator**    | \$25.58/hr.        |

\*Positions effective to June 30, 2021. 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.

\*\*Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by grant. Currently, as of January 13, 2020 – 11.5 hours/week are being paid from JRIG Grant and 28.5 hours/week

from the CCA Grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19, 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) 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       |

(Ord. 2-04, 22-11, 25-11, 134-11, 151-11, 130-13, 70-14, 114-15, 41-17, 158-18)

(12) **LAW DEPARTMENT**

|   |               | <u>Hourly Rate</u> |
|---|---------------|--------------------|
| 2 | Clerical Help | Pay Grade 5A       |

(Ord. 2-04, 7-19)

(13) **COUNCIL OFFICE**

|   |                                                   | <u>Hourly Rate</u> |
|---|---------------------------------------------------|--------------------|
| 1 | Deputy Clerk of Council/<br>Legislative Assistant | Pay Grade 14F      |

(Ord. 2-04, 17-10, 206-10, 134-11)

(14) **CITY HALL**

|   |                           | <u>Hourly Rate</u> |
|---|---------------------------|--------------------|
| 5 | Substitute Clerical Help* | Pay Grade 5A       |

(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, 165-19, 168-19)

(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 3½ retro and 3½% for 2008 – Ord. 48-07  
 2009 – 3 ¼% 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  
 2020 – 2-1/2% increase – Ord. 93-20  
 2021 – 2-1/2% increase – Ord. 93-20  
 2022 – 2-3/4% increase – Ord. 93-20



*Exh. A  
2017  
31.02 (D)  
NEW-Ord. 119-17*

**PART-TIME FIREFIGHTER PAYSACLE - 31.02 (D) - 2017**  
 revised 11-3-11

|                                                                    |  |  |  | <b>TOTAL YEARS OF SERVICE IN CITY OF MEDINA FIRE DEPARTMENT AS OF JANUARY 1 OF EACH CALENDAR YEAR</b> |                |                 |                 |
|--------------------------------------------------------------------|--|--|--|-------------------------------------------------------------------------------------------------------|----------------|-----------------|-----------------|
| <b>Firefighter</b>                                                 |  |  |  | <b>1 Year</b>                                                                                         | <b>5 Years</b> | <b>10 Years</b> | <b>20 Years</b> |
| Probationary Firefighter (Regardless of Training Level or Service) |  |  |  | 71A                                                                                                   |                |                 |                 |
| Firefighter Level 1A                                               |  |  |  | 72A                                                                                                   | 73A            | 74A             | 75A             |
| Firefighter Level 1B                                               |  |  |  | 73A                                                                                                   | 74A            | 75A             | 76A             |
| Firefighter Level 1C                                               |  |  |  | 74A                                                                                                   | 75A            | 76A             | 77A             |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  | <b>TOTAL YEARS OF SERVICE IN CITY OF MEDINA FIRE DEPARTMENT AS OF JANUARY 1 OF EACH CALENDAR YEAR</b> |                |                 |                 |
| <b>Lieutenant</b>                                                  |  |  |  | <b>1 Year</b>                                                                                         | <b>5 Years</b> | <b>10 Years</b> | <b>20 Years</b> |
| Firefighter Level 1A                                               |  |  |  | 80A                                                                                                   | 81A            | 82A             | 83A             |
| Firefighter Level 1B                                               |  |  |  | 81A                                                                                                   | 82A            | 83A             | 84A             |
| Firefighter Level 1C                                               |  |  |  | 82A                                                                                                   | 83A            | 84A             | 85A             |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  | <b>TOTAL YEARS OF SERVICE IN CITY OF MEDINA FIRE DEPARTMENT AS OF JANUARY 1 OF EACH CALENDAR YEAR</b> |                |                 |                 |
| <b>Captain</b>                                                     |  |  |  | <b>1 Year</b>                                                                                         | <b>5 Years</b> | <b>10 Years</b> | <b>20 Years</b> |
| Firefighter Level 1A                                               |  |  |  | 81A                                                                                                   | 82A            | 83A             | 84A             |
| Firefighter Level 1B                                               |  |  |  | 82A                                                                                                   | 83A            | 84A             | 85A             |
| Firefighter Level 1C                                               |  |  |  | 83A                                                                                                   | 84A            | 85A             | 86A             |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |
|                                                                    |  |  |  |                                                                                                       |                |                 |                 |

*Effective 9-2017*

**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 paydaye)**

|     |            |
|-----|------------|
| 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%

---

| <u>Grade/Step</u> | <u>A</u>   | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|-------------------|------------|----------|----------|----------|----------|----------|
| 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 payday)**

|     |            |
|-----|------------|
| 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%

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| 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 payday)**

|     | 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%

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| Grade/Step | A | B | C | D | E | F |
|------------|---|---|---|---|---|---|
|------------|---|---|---|---|---|---|

**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  |

**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.

(D) 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.

(E) 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)

(F) 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)

(Ord. 98-17)

Ord. 273-05, 85-17, 115-17, 56-20, 102-20

**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<br>(annual salary paid bi-weekly) | Unclassified/appointed by Council |

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. Assist.              | 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 Manager   | Pay Grade 110           | Unclassified, appointed by Mayor                                                      |

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, 158-18

ENGINEERING DEPARTMENT

| <u>Number</u>                             | <u>Classification</u>             | <u>Steps Authorized</u> | <u>Pay Grade</u> | <u>Classified Service</u>      |
|-------------------------------------------|-----------------------------------|-------------------------|------------------|--------------------------------|
| 1                                         | Chief Engineer                    | 109                     |                  | 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, 134-11, 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       | 34.5 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             | 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             | Accounts Payable Clerk     | 8 A-F                   | Unclassified                                                    |
| 1             | Account Clerk II (Cashier) | 5 A-F                   | Classified                                                      |
| 1             | Clerk (part-time)          | Sec. 31.02(B)(3)        | Part-time                                                       |

Ord. 273-05, 85-17, 115-17, 23-20

**FIRE DEPARTMENT**

| <u>Number</u> | <u>Classification</u>        | <u>Steps Authorized</u><br>Pay Grade 121 | <u>Classified Service</u><br>Classified/appointed by Mayor,<br>confirmed by Council |
|---------------|------------------------------|------------------------------------------|-------------------------------------------------------------------------------------|
| 1             | Fire Chief                   | 13 A-F                                   | Classified                                                                          |
| 1             | Assistant Chief/Fire Marshal | 12 A-F                                   | Classified                                                                          |
| 1             | Fire Operations Captain      | Sec. 31.02(B)(4)                         | Part-time                                                                           |
| 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<br>(annual salary paid bi-weekly) | Unclassified                           |
| 1             | Assistant Prosecutor (full time)                | Pay Grade 107<br>(annual salary paid bi-weekly) | Unclassified                           |
| 1             | Law Director/Prosecutor (part-time)             | Pay Grade 105<br>Mayor, confirmed by Council    | Unclassified/appointed by<br>Part-time |
| 1             | Asst. Law Director/Asst. Prosecutor (part-time) | Pay Grade 106                                   | Part-time                              |
| 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                                           | Unclassified                           |
| 2             | Clerk (part-time)                               | Sec. 31.02(B)(11)                               | Part-time                              |

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, \$100.00

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: \$200.00

\*-See Section 31.04(G) for special regulations concerning this position.  
Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19

**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<br>(annual salary paid bi-weekly) | Subject to Civil Service Rule IIIA |

Ord. 273-05, 7-06, 47-06, 134-11, 28-17

**MUNICIPAL COURT**

| <u>Number</u> | <u>Classification</u>                     | <u>Steps Authorized</u> | <u>Classified Service</u> |
|---------------|-------------------------------------------|-------------------------|---------------------------|
| 1             | Chief Probation Officer ****              | 16 A-F                  | Unclassified              |
| 1             | Deputy Chief Probation Officer            | 9 A-F                   | Unclassified              |
| 1             | Court Reporter                            | 11 A-F                  | Unclassified              |
| 1             | 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** | Sec. 31.02(B)(6)        | Grant Position            |
| 1             | Probation Officer/Group Facilitator*****  | 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.

\*\* Positions effective to June 30, 2021 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, 110-19)

\*\*\*\* For the position of Chief Probation Officer, Account No. 001-0705 of the General Fund will absorb wages up to Pay Grade 13F. 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.

\*\*\*\*\*The position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by the grant. Currently, as of January 13, 2020 – 11.5 hours/week are being paid from JRI&G Grant and 28.5 hours/week from the CCA Grant.

(Ord. 175-05, 234-05, 273-05, 130-06, 153-06, 247-06, 26-07, 129-08, 104-09, 69-12, 20-12, 126-19, 24-20)

**PARKS AND RECREATION DEPARTMENT**

| <u>Number</u> | <u>Classification</u>                                                                            | <u>Steps Authorized</u>       | <u>Classified Service</u>                                |
|---------------|--------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------|
| 1             | Parks Director/Superintendent of Parks,<br>Cemetery & Forestry<br>(annual salary paid bi-weekly) | Pay Grade 112                 | Unclassified/appointed by Mayor,<br>confirmed by Council |
| 1             | Parks Foreman                                                                                    | 37 A-F                        | Classified                                               |
| 1             | Parks Maintenance Technician                                                                     | 32 A-F per contract           | Classified                                               |
| 1             | City Arborist                                                                                    | 9 A-F                         | Classified                                               |
| 1             | Laborer                                                                                          | 31 A-F per contract           | Classified                                               |
| 1             | Sexton                                                                                           | 32 A-F per contract           | Classified                                               |
| 1             | Clerical Help                                                                                    | Sec. 31.02(B)(1)              | Part-time                                                |
| 1             | Full-time Tree Care Technician                                                                   | 31 A-F per contract           | Classified                                               |
| 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                                                                 | Sec. 31.02(A)(1)&(B)(1)       | Part-time                                                |

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, 56-20)

**POLICE DEPARTMENT**

| <u>Number</u> | <u>Classification</u>                                                                                                                                                                                                                                                                                                                             | <u>Steps Authorized</u> | <u>Classified Service</u>                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------|
| 1             | Police Chief                                                                                                                                                                                                                                                                                                                                      | 43 A-F                  | Classified/appointed by Mayor, confirmed by Council |
| 2             | Police Lieutenant                                                                                                                                                                                                                                                                                                                                 | 20 A-F                  | Classified                                          |
| 7             | Sergeant                                                                                                                                                                                                                                                                                                                                          | per contract            | Classified                                          |
| 29            | Patrol Officer                                                                                                                                                                                                                                                                                                                                    | per contract            | Classified                                          |
| 1             | Patrol Officer (part-time)****                                                                                                                                                                                                                                                                                                                    | per contract            | Part-time                                           |
| 10            | Communications Operator                                                                                                                                                                                                                                                                                                                           | per contract            | Classified                                          |
| 2             | Communication Operator (part-time)*****                                                                                                                                                                                                                                                                                                           | Step A of contract      | Part-time                                           |
| 1             | Administrative Assistant                                                                                                                                                                                                                                                                                                                          | 8 A-F                   | Classified                                          |
| 1             | Administrative Assistant (part-time)                                                                                                                                                                                                                                                                                                              | Sec. 31.02(B)(7)        | Part-time                                           |
| 1             | Parking Meter Attendant (part-time)**                                                                                                                                                                                                                                                                                                             | Sec. 31.02(B)(7)        | Part-time                                           |
| 4             | Records Clerk (part-time)                                                                                                                                                                                                                                                                                                                         | Sec. 31.02(B)(7)        | Part-time                                           |
| 2             | Stationary Load Limit Inspector*                                                                                                                                                                                                                                                                                                                  | Sec. 31.02(B)(7)        | Part-time                                           |
|               | *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) hours.                                                                                                                                                                                                                                           |                         |                                                     |
|               | ****Patrol Officer (part-time) not to exceed thirty (30) hours per week.                                                                                                                                                                                                                                                                          |                         |                                                     |
|               | *****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. |                         |                                                     |
|               | (Ord. 159-02, 51-03, 163-03, 32-04, 164-04, 238-04, 238-05, 46-06, 162-06, 185-06, 245-06, 5-07, 138-07, 147-07, 161-08, 43-09, 100-09, 111-09, 168-09, 9-10, 86-10, 98-10, 55-11, 56-11, 57-11, 29-12, 207-12, 210-12, 46-13, 64-13, 137-14, 178-16, Ord. 21-18)                                                                                 |                         |                                                     |

**RECREATION CENTER**

| <u>Number</u> | <u>Classification</u>              | <u>Steps Authorized</u>        | <u>Classified Service</u>                             |
|---------------|------------------------------------|--------------------------------|-------------------------------------------------------|
| 1             | Recreation Center Director         | Pay Grade 112                  | Unclassified/appointed by Mayor, confirmed by Council |
| 1             | Recreation Center Aquatics Manager | (annual salary paid bi-weekly) | Classified                                            |
| 1             | Recreation Center Program Manager  | 11 A-F                         | Classified                                            |
|               |                                    | 11 A-F                         | Classified                                            |

|   |                                         |                  |            |
|---|-----------------------------------------|------------------|------------|
| 1 | Recreation Center Office Administrator  | 10 A-F           | Classified |
| 1 | Recreation Center Financial Assistant   | 9 A-F            | Classified |
| 1 | Recreation Center Program Specialist    | 7 A-F            | Classified |
| 1 | Recreation Center Recreation Supervisor | 8 A-F            | Classified |
|   | 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.  
 (Ord. 23-06, 171-10, 207-10, 134-11, 54-18, 1-20, 13-20)

**SANITATION DEPARTMENT**

| <u>Number</u> | <u>Classification</u>     | <u>Steps Authorized</u>       | <u>Classified Service</u> |
|---------------|---------------------------|-------------------------------|---------------------------|
| 1             | Sanitation Superintendent | 15 A-F                        | Classified                |
| 1             | Sanitation Foreman        | 37 A-F                        | Classified                |
| 9             | Motor Equipment Operator  | 34 A-F per contract           | Classified                |
| 1             | Laborer                   | 31 A-F per contract           | Classified                |
| 6             | Laborer (part-time)       | 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 |
|               | 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                |
| 7             | Motor Equipment Operator | 34 A-F per contract     | Classified                |
| 2             | Laborer                  | 31 A-F per contract     | Classified                |

Ord. 241-04, 273-05

**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 Operators  | 34 A-F per contract     | Classified                |
| 1             | Systems Testing Technician | 33 A-F per contract     | Classified                |
| 2             | Meter Service Technicians  | 32.5 A-F per contract   | Classified                |
| 1             | Water Technician           | 32.5 A-F per contract   | Classified                |
| 1             | Laborer                    | 31 A-F per contract     | Classified                |

Ord. 154-02, 81-09, 75-11, 73-16, 102-20

**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 or 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 |
| Economic Development and Marketing Manager                      | 55 |
| 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, 158-18) |    |

Accounting, Fiscal and Related

|                             |     |
|-----------------------------|-----|
| Utility Billing Clerk       | 105 |
| Account Clerk II            | 110 |
| Accounts Payable Clerk      | 112 |
| 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, 23-20) |     |

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

|                                    |             |
|------------------------------------|-------------|
| Recreation Center Director         | Code<br>715 |
| Recreation Center Aquatics Manager | 725         |

|                                                   |     |
|---------------------------------------------------|-----|
| Recreation Center Program Manager                 | 750 |
| Recreation Center Program Specialist              | 755 |
| Recreation Center Recreation Supervisor           | 760 |
| Recreation Center Financial Assistant             | 780 |
| Recreation Center Office Administrator            | 785 |
| (Ord. 69-01, 120-01, 13-02, 23-06, 47-06, 171-10) |     |

**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, 102-20)

**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 employees of the City 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) ours for each such holiday. This regulation shall not apply to those positions listed in Section 31.09.2(A).

(Ord. 102-20)

**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. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 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 4.615 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 6.154 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 7.692 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 carryover 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.

(Ord. 102-20)

**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.
- 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.  
(Ord. 79-17, 130-17, 102-20)

**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

**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 this 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 1<sup>st</sup> 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, a four (4) year baccalaureate degree from an accredited university, or upon proof of an honorable discharge after serving 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 semi-annually in June and December of each year.

(Ord. 102-20)

**SECTION 31.14 SICK LEAVE.**

(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.)

(Ord. 104-17, Ord. 102-20)

(J) 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. 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. (Ord. 102-20)

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

(L) 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)

(M) 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.

(N) 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/ill 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:

- 1) 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)

**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, 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 this 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 1<sup>st</sup> 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, a four (4) year baccalaureate degree from an accredited university, or upon proof of an honorable discharge after serving 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 semi-annually in June and December of each year.

(Ord. 102-20)

## **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, 102-20)

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the employee shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a “wellness” discount and will pay sixteen percent (16%) as their premium contribution for 2017. In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1<sup>st</sup> of the preceding year.
- B. Effective January 1, 2018, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) 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 seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2018 rate (an increase to either 13% or 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 either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the 2018 percentage for 2019 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1<sup>st</sup> following successful completion of the September 1<sup>st</sup> to August 31<sup>st</sup> Wellness requirements.
- 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, 102-20)

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.

**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)

ORD. 93-20  
EXH. D<sup>3</sup>

## 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, 09/02/2020-08/31/2021; 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, provider, or other underlined terms see the Glossary. You can view the Glossary at [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-585-2583 to request a copy.

| Important Questions                                         |                                                                                                                                 | Answers                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| What is the overall deductible?                             | \$500/single, \$1,000/family Network<br>\$1,000/single, \$2,000/family Non-Network                                              | 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.                                                                                                                        |  |
| Are there services covered before you meet your deductible? | Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible. | 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 <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .                  |  |
| Are there other deductibles for specific-services?          | No                                                                                                                              | You don't have to meet deductibles for specific services.                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| What is the out-of-pocket limit for this plan?              | \$1,000/single, \$2,000/family Network Unlimited/single, Unlimited/family Non-Network                                           | 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.                                                                                                                                                                                                                        |  |
| What is not included in the out-of-pocket limit?            | Premiums, balance-billed charges and health care this plan doesn't cover.                                                       | Even though you pay these expenses, they don't count toward the out-of-pocket limit.                                                                                                                                                                                                                                                                                                                                                                                |  |
| Will you pay less if you use a network provider?            | Yes. See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-585-2583 for a list of participating providers.   | 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. |  |
| Do you need a referral to see a specialist?                 | No                                                                                                                              | You can see the specialist you choose without a referral.                                                                                                                                                                                                                                                                                                                                                                                                           |  |

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<br>(You will pay the least) | Non-Network Provider<br>(You will pay the most) |                                                                                                                                                             |  |                                                        |  |
| <p>If you visit a health care provider's office or clinic</p> <p>If you have a test</p> <p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a></p> | Primary care visit to treat an injury or illness | \$20 copay/visit                             | 40% coinsurance                                 | None                                                                                                                                                        |  |                                                        |  |
|                                                                                                                                                                                                                                                                                       | Specialist visit                                 | \$40 copay/visit                             | 40% coinsurance                                 | None                                                                                                                                                        |  |                                                        |  |
|                                                                                                                                                                                                                                                                                       | 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                                                                                                                                                        |  |                                                        |  |
|                                                                                                                                                                                                                                                                                       | Diagnostic test (blood work)                     | No charge                                    | 40% coinsurance                                 | None                                                                                                                                                        |  |                                                        |  |
|                                                                                                                                                                                                                                                                                       | Imaging (CT/PET scans, MRIs)                     | 20% coinsurance                              | 40% coinsurance                                 | None                                                                                                                                                        |  |                                                        |  |
|                                                                                                                                                                                                                                                                                       | 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.                                                                                                                               |  |                                                        |  |

**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)**

| Common Medical Event                           | 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**

|                                              | <b>Network Provider<br/>(You will pay the least)</b> | <b>Non-Network Provider<br/>(You will pay the most)</b> |                                                                                   |
|----------------------------------------------|------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------|
| Home health care                             | 20% coinsurance                                      | 40% coinsurance                                         | (60 visits per benefit period)                                                    |
| Rehabilitation services (Physical Therapy)   | \$20 copay/visit                                     | 40% coinsurance                                         | (30 visits per benefit period)                                                    |
| Habilitation services (Occupational Therapy) | \$20 copay/visit                                     | 40% coinsurance                                         | (60 visits per benefit period; except for work hardening, which is not covered)   |
| Habilitation services (Speech Therapy)       | \$20 copay/visit                                     | 40% coinsurance                                         | (60 visits per benefit period)                                                    |
| Skilled nursing care                         | 20% coinsurance                                      | 40% coinsurance                                         | (120 days per benefit period; combined with Physical Medicine and Rehabilitation) |
| Durable medical equipment                    | 20% coinsurance                                      | 40% coinsurance                                         | None                                                                              |
| Hospice services                             | 20% coinsurance                                      | 40% coinsurance                                         | None                                                                              |
| Children's eye exam                          | No charge                                            | 40% coinsurance                                         | None                                                                              |
| Children's glasses                           |                                                      | 40% coinsurance                                         | None                                                                              |
| Children's dental check-up                   |                                                      | Not Covered                                             | Excluded Service                                                                  |
|                                              |                                                      | Not Covered                                             | Excluded Service                                                                  |

If you need help recovering or have other special health needs

If your child needs dental or eye care.

## Excluded 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                                                                                                                                | • Cosmetic Surgery                                   |
| Children's dental check-up                                                                                                                       | • Dental Care (Adult)                                |
| Children's glasses                                                                                                                               | • 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 61565 or [cillo.cms.gov](http://cillo.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](http://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**  
 (Months of care for prenatal care, delivery, and hospital care)

- 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           |
| <b>The total Peg would pay is</b> | <b>\$1,060</b> |

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 of care for medical education, prescription drugs, and durable medical equipment)

- 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           |
| <b>The total Joe would pay is</b> | <b>\$1,760</b> |

**Mia's Simple Fracture**  
 (The work to manage the injury, surgery, and follow-up care)

- 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          |
| <b>The total Mia would pay is</b> | <b>\$500</b> |

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

**SECTION 31.17      LONGEVITY PAY.**

(A) All full time employees of the City who have completed twenty (20) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of ninety dollars (\$90.00) per month, payable semi-annually in June and December.

(B) All full time employees of the City who have completed fifteen (15) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of sixty-nine dollars (\$69.00) per month, payable semi-annually in June and December.

(C) All full time employees of the City who have completed ten (10) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of forty-eight dollars (\$48.00) per month, payable semi-annually in June and December.

(D) All full time employees of the City who have completed five (5) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of twenty-seven dollars (\$27.00) per month, payable semi-annually in June and December.

(E) An employee returning from a leave of absence or lay-off will be entitled to pre-leave status relative to accumulated service time toward longevity pay. A terminated employee who returns to work for the City within a period of one (1) year shall be entitled to pre-leave status less one (1) year of accumulated service time toward longevity pay. Service time toward longevity pay will not be accumulated during a leave of absence, lay-off period or period of employment termination.

(F) No elected official of the City shall receive longevity pay.

**SECTION 31.18 LEAVE OF ABSENCE.**

(A) All employees of the City of Medina who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of the United States shall be entitled to a military leave of absence for their respective duties without loss of regular pay, holiday pay, or vacation time for such time as they are in the military service on field training or active duty for periods not to exceed thirty-eight (38) days in any one calendar year, after presentation of official orders and submission of a leave request. The department head shall be required to arrange a shift change permitting employees working other than Monday through Friday to participate in National Guard or Reserves weekend training sessions without loss of time. If no such shift change can be arranged, the employee shall be entitled to a leave of absence for the same without loss of regular pay.

(B) All regular employees who are drafted, or who enter the Armed Forces of the United States during a period of national emergency, or who are called to active duty in the Armed Forces Reserve or Ohio National Guard, shall be granted an extended military leave of absence for a period of military commitment. Upon presentation of official orders, such employee shall receive pay for the number of working days according to his regular work schedule accruing during the first thirty-eight (38) calendar days of military leave.

1. Employees granted an extended military leave of absence may elect to be paid for any accumulated annual leave.
2. Employees on extended military leave shall continue to earn seniority credit for purposes of annual leave and promotional examination.
3. Upon return from extended military leave, employees will be reinstated to the same pay step of the pay schedule at which they were situated at the time of leave of absence. Thus, employees on extended military leave will receive any general salary adjustments that were granted to their job classification during their absence. Employees on extended military leave shall not earn time toward merit raises or longevity pay steps during the unpaid period of military leave; however, they shall retain such service time as they had at the time of leave of absence.

(C) Any employee of the City of Medina having been in the employ of the City of Medina for at least six (6) months may be granted a leave of absence without pay by the responsible appointing authority or elected official for a period of time as deemed warranted, but not to exceed six (6) months within one (1) year. Written notice of said leave will be given to the Civil Service Commission and the Finance Director.

1. Group hospitalization insurance may be retained during a leave of absence of one (1) or more months for a maximum of six (6) months at the employee's expense.
2. Accumulated benefits. Time toward sick, vacation, or longevity pay will not accumulate during the leave of absence. Upon return to work, the employee will be entitled to pre-leave status relative to accumulated sick, vacation, or longevity pay, as well as pay range and step and job classification.

3. Step increases. An employee who has been granted a leave of absence will not receive a step increase under Section 31.08(A) unless he has accumulated a total of nine-(9) month's active service during the prior calendar year.

(D) Any employee of the City who is subpoenaed for jury duty or as a witness during normal working hours shall be entitled to leave with pay and excused from work for such service upon presentation of the subpoena and the receipt of the jury or witness fees by the Finance Department.

**SECTION 31.19 LINE OF DUTY LIFE INSURANCE.**

(A) The City agrees to provide (either through self-insurance or a policy of insurance) a twenty-five thousand dollar (\$25,000.00) life insurance/accidental death and dismemberment ("life insurance") benefit to full time employees of the City as defined in Section 31.16 herein.

(B) In the event the full time employees' life insurance is provided through an insured plan and the city qualifies under the terms of the insured plan to offer additional life insurance coverage, the employee may purchase additional coverage through payroll deductions. The costs of any additional life insurance coverage shall be the sole responsibility of the employee.

## SECTION 31.20 BONDS OF MUNICIPAL EMPLOYEES AND OFFICERS

(A) That all officials and employees of the City of Medina, with the exception of the Mayor, members of Council, Director of Finance, Board and Commission members, Clerk of Court and Bailiff, shall be covered under the provisions of a Public Employees Blanket Bond in lieu of the execution of individual bonds.

(B) That the Public Employees Blanket Bond shall be purchased by and executed in favor of the City of Medina by some surety company authorized to issue surety and fidelity bonds in the State of Ohio and shall be in the amount of Ten Thousand Dollars, for each position or office held by an employee or officer of the City of Medina, other than those officials excepted by the provisions of paragraph (A), and shall be approved by the Mayor and City Solicitor.

(C) That the Public Employees Blanket Bond provided for herein shall be conditioned upon the faithful performance of the duties and offices of the individual covered officers and employees and upon the accounting for and paying over to the proper officer or officers of the City of Medina all moneys or other property coming into the possession of the individual covered officers and employees and belonging to the City of Medina, Ohio.

(D) That individual bonds conditioned upon the performance of the duties of the Director of Finance, Clerk of Court, and Bailiff, excepted from the coverage of the Public Employees Blanket Bond by the provisions of paragraph (A), shall be purchased by and executed in favor of the City of Medina with approved sureties in the amounts as follows:

|                     |             |
|---------------------|-------------|
| Director of Finance | \$10,000.00 |
| Clerk of Court      | \$25,000.00 |
| Bailiff             | \$ 3,000.00 |

(E) Said bond must be provided for prior to the official or officer being given the oath of office.

**SECTION 31.21 GENDER.**

Whenever the context so requires, the use of the words herein whether in the masculine, feminine or neuter genders shall be construed to include all said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ORDINANCE NO. 103-20**

**AN ORDINANCE AMENDING ORDINANCE NO. 187-19,  
PASSED NOVEMBER 25, 2019. (Amendments to 2020 Budget)**

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

**SEC. 1:** That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following reductions:

| <u>Account No./Line Item</u>                               | <u>Reductions</u> |
|------------------------------------------------------------|-------------------|
| 513-0531-52215 (Carryforward Reduction – 5/13 Budget Hrg.) | 8,793.00          |
| 513-0708-53311 (Carryforward Reduction – 5/13 Budget Hrg.) | 17,583.00         |

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

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

\* - new appropriation

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**RESOLUTION NO. 104-20**

**A RESOLUTION APPROVING THE AMENDED GRANT CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION FOR THE MEDINA MUNICIPAL AIRPORT, REMARK AIRFIELD PROJECT, AND REPEALING RESOLUTION NO. 21-20, PASSED JANUARY 27, 2020, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The City of Medina, Ohio applied for a grant application for Project #1063, Remark Airfield at Medina Municipal Airport by the passage of Resolution No. 21-20, passed January 27, 2020; and

**WHEREAS:** The City received notification from ODOT that due to a statewide deficit, the SFY 2020 Airport Grant Program has experienced a major reduction in funding and were notified to take no further action on this project, however, the State will cover the costs for all expenses incurred to date via an amended grant contract.

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

**SEC. 1:** That the Council of the City of Medina, Ohio hereby approves and the Mayor is authorized to sign the amended grant contract with the Ohio Department of Transportation Office of Aviation for Project #1063, Remark Airfield at the Medina Municipal Airport.

**SEC. 2:** That a copy of the Amended Grant Contract is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That Resolution No. 21-20, passed January 27, 2020 is hereby repealed.

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the fully executed modified agreement must be submitted by June 1, 2020; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**AMENDED GRANT CONTRACT**

under

The Fiscal Year 2020 Ohio Airport Grant Program

between the

**City of Medina**

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

20-03

***OHIO DEPARTMENT OF TRANSPORTATION***

***Office of Aviation***

***Ohio Airport Maintenance Amended Grant Contract***

***ODOT Project. No. 20-03***

**WHEREAS**, due to the COVID-19 pandemic, the State of Ohio state general revenues are below the budgeted estimates by nearly one billion dollars; and

**WHEREAS**, as a result, budget line items funded by state general revenues are being reduced throughout the state; and

**WHEREAS**, the Office of Budget and Management has cut \$3.1 million from the Ohio Aviation Grant Program; and

**WHEREAS**, paragraph 2.4 of the grant contract states that legislative or administrative action may reduce program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this section and shall be required to pay only such amount as it may determine; and

**WHEREAS**, paragraph 2.5 of the grant contract states this Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07; and

**WHEREAS**, paragraph 2.6 of the grant contract states that non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT; and

**WHEREAS**, paragraph 2.7 of the grant contract states ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability;

NOW, THEREFORE , the State of Ohio, Department of Transportation and the

*City of Medina*

hereby agree to amend the Ohio Airport Maintenance Grant Contract paragraph as follows:

SECTION 2: SCOPE OF PROJECT AND FUNDING shall be amended as follows:

Scope of Project: **Remark Airfield at Medina Municipal Airport**

2.2 The Project costs are as follows:

Total Project Cost: \$50,812

Total Local Share: \$2,595

**Total State Share: \$48,217**

All other terms and conditions of the Grant Contract shall remain the same for the duration of the Grant Contract.

Any person executing this Amended Grant Contract hereby represents and warrants that he/she has been duly authorized to do so.

This Amended Grant Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Amended Grant Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

*AMENDED GRANT CONTACT ODOT Project No. «Project\_Number»*

**FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:**

The Director of the Ohio Department of Transportation has duly executed this Amended Grant Contract this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Director of the Ohio Department of Transportation

**FOR THE GRANTEE:**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF GRANTEE'S ATTORNEY:**

I, \_\_\_\_\_, acting as attorney for the Grantee, do hereby certify that I have examined this Amended Grant Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated \_\_\_\_\_, (a certified copy of which is attached hereto) and that the execution of this Amended Grant Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Amended Grant Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Amended Grant Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ORDINANCE NO. 105-20**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 436 PERTAINING TO EMPLOYEE HEALTHCARE PREMIUM CONTRIBUTIONS, AND DECLARING AN EMERGENCY.**

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the International Brotherhood of Teamsters, Local 436 pertaining to the employee healthcare premium contributions ratified in Ordinance No. 42-20, passed February 24, 2020.
- SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to permit the Finance Department to act on the collection of the employee healthcare premium contributions from April 1, 2020 to present; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into between the City of Medina ("the City") and Teamsters Local 436 ("the Union" or "the Teamsters") for the purpose of modifying the effective date of the 2020 modifications to the premium contributions of the employees of the Teamsters bargaining unit.

The parties agree as follows:

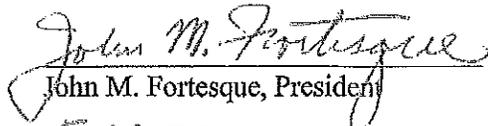
1. Article 26 of the current collective bargaining agreement ("the CBA") between the City and the Union identifies that the employees' premium contributions shall increase from twelve percent (12%) to thirteen percent (13%) ("wellness rate"); and from sixteen percent (16%) to twenty percent (20%) ("non-wellness rate") effective February 1, 2020.
2. The City and the Union desire to modify the effective date of the 2020 employee-premium contribution increases from February 1, 2020 to April 1, 2020 so that it is consistent with the corresponding effective dates in the collective bargaining agreements between the Ohio Patrolmen's Benevolent Association and the City.
3. Therefore, the parties agree that the increase to the 2020 employee-premium contributions from twelve percent (12%) to thirteen percent (13%) ("wellness rate"); and sixteen percent (16%) to twenty percent (20%) ("non-wellness rate") shall be effective April 1, 2020.
4. The parties agree that this MOU applies only to the limited issue of modifying the effective date of the 2020 increases to the employee-premium contributions referenced in Article 26 of the CBA, and shall not impact any other provision of the CBA.

**FOR THE CITY OF MEDINA:**

**FOR TEAMSTERS LOCAL 436:**

\_\_\_\_\_  
Dennis T. Hanwell, Mayor

\_\_\_\_\_  
Date

  
John M. Fortesque, President

5-19-2020

\_\_\_\_\_  
Date