

**CITY OF MEDINA**  
**AGENDA FOR COUNCIL MEETING**  
November 24, 2014  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (November 10, 2014)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Mayoral appointments.**

Planning Commission (Alternate) – Monica Russell - Expiring 12-31-15  
Medina City Development Corporation (CIC) - Bert Humpal – Exp.12-31-16

**President of Council appointments.**

Medina City Development Corporation (CIC):  
Jim Shields – Expiring 12-31-16  
Brian Hilberg – Expiring 12-31-16  
Rick Dilsaver – Expiring 12-31-16

**Notices, communications and petitions.**

**Unfinished business.**

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

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

Ord. 186-14

An Ordinance accepting the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Communication Officers and authorizing the Mayor to execute said Agreement.  
(emergency clause requested)

Ord. 187-14

An Ordinance amending Sections 31.02 (B)(9), 31.05, and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Cable TV Department and accepting the revised job description of Cable TV Production Assistant.  
(emergency clause requested)

Res. 188-14

A Resolution naming the city owned property on Public Square housing the public restroom facility, Permanent Parcel Nos. 028-19B-20-136 and 028-19B-20-138 "Bicentennial Commons".

Ord. 189-14

An Ordinance authorizing the Mayor to enter into a renewal contract with United Healthcare for life insurance, accidental death and disability benefits for the employees of the City of Medina.

Ord. 190-14

An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) for drug screening and associated professional services for the employees of the City of Medina.

(emergency clause requested)

Ord. 191-14

An Ordinance authorizing the Mayor to enter into a Modification/Extension Agreement with the Auditor of State Dave Yost and Rea & Associates, Inc. for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2014.

Ord. 192-14

An Ordinance authorizing the Mayor to accept Easement Agreements for the West Smith Road Reconstruction Project (Parcels #2, 5 & 11).

Ord. 193-14

An Ordinance authorizing the Job Creation Grant Agreement for Medina Plating & Powder.

Ord. 194-14

An Ordinance amending Ordinance No. 154-07, passed September 24, 2007, relative to the adoption of the Job Creation Grant Program new guidelines and application.

Ord. 195-14

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

Ord. 196-14

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

Ord. 197-14

An Ordinance amending Ordinance No. 208-13, passed December 9, 2013 (Amendments to 2014 Budget)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
November 10th, 2014, Regular Session

**Opening:**

Medina City Council met in regular, open session on Monday November 10th, 2014. The meeting was called to order at 7:30 p.m. by President of Council Pro-Tem Jim Shields who led the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson and J. Coyne.

Mr. Shields announced that with Mayor Hanwell being absent, Mr. Coyne has assumed the roll of Acting Mayor which then moves his roll to Council President Pro-Tem.

Also present were the following members of the Administration: Acting Mayor John Coyne, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Berarducci, Jansen Wehrley, Jonathon Mendel and Kimberly Rice.

**Minutes:**

Mr. Simpson moved that the minutes from the regular meeting on October 27th, 2014 as prepared and presented by the Clerk be approved, seconded by Mr. Kolesar. The roll was called and the minutes were approved by the yea votes M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and B. Hilberg.

**Reports of Standing Committees:**

Finance Committee: Mr. Shields stated Finance Committee met prior to Council this evening and will meet again on November 24<sup>th</sup>.

Health, Safety & Sanitation Committee: Mr. Rose had no report, but is working on scheduling a meeting.

Public Properties Committee: Mr. Shields reported a meeting was held on October 28<sup>th</sup>, there are some items being worked on in finance.

Special Legislation Committee: Mr. Lamb reported a good discussion on Public Art at last meeting discussion also included donation boxes on private businesses.

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

Water & Utilities Committee: Mr. Kolesar had no report.

**Requests for Council Action:**

**Finance Committee**

14-226-11/10 – Budget Amendments

14-227-11/10 – Life Insurance, Accidental Death & Disability Renewal

14-228-11/10 – Expenditure Over \$15,000 – eCivis, Inc. – Grant Software

14-229-11/10 – Contract Extension – 2014 Financial Audit – Rea & Assoc.

14-230-11/10 – Easement Agreements for W. Smith Rd. (parcels #2, 5, & 11)

14-231-11/10 – Amend. Ord. 154-07 – Revisions to Job Creation Grant Program

14-232-11/10 – Job Creation Grant – Medina Plating & Powder

14-233-11/10 – RFP’s – Drug Screening & Related Professional Services  
14-234-11/10 – Collective Bargaining Agreement – Communication Operators

**Reports of Municipal Officers:**

**John Coyne, Acting Mayor,** reported the following: He has several items from Mayor Hanwell

- 1) The Brass Band of Western Reserve will be performing at the Medina Performing Art Center on Saturday, November 15<sup>th</sup> for a Night at the Movies. Memorable music scores including music from Walt Disney’s Frozen, Harry Potter and Star Wars. The next time they will be there is for the Celebration of Christmas on Saturday, December 13<sup>th</sup> at 7 p.m.
- 2) Ward 3 & 4 meeting 10/7- Concerns were raised in residential neighborhoods of signs posted in tree lawns/right-of-way; parking in grass of yards; and unleashed dogs running at large on public properties - posted regulations on city website the following day. Will also add to utility bills over next several months.
- 3) Congratulations to Speaker Bill Batchelder- On Friday, November 7th, at 1 p.m. ceremony to dedicate OH State Patrol Post on S.R. 3 in honor of Speaker.
- 3) Veteran’s Day Concert - Monday, November 10, 2014 at 7 p.m. - Mayor Hanwell is unable to attend Council tonight due to speaking this event.
- 4) Thank you – LST renewal approval- Thank you to Medina City voters for their support and passage of the LST levy renewal to provide advanced life support services to our community.
- 5) Toys for Tots, The Marine Corp League contacted Mayor to try to help them locate a store front to collect toys for children for this holiday season. I sent an email to Jim Gowe at 620 Corporation; Jim Gerspacher at Gerspacher Realty; and Mike Rose at Washington Properties - Jim Gowe responded and provided a location free to Marine Corp League at Fenn Plaza, corner of S.R. 42 and Fenn Road. Other two also contacted Marine Corp League with offers. Thankful for community response and willingness of business owners to assist with this great cause.
- 6) Candlelight Walk- Tree lighting will be at 7 p.m. on Friday, November 21. Tree at Gazebo will be lit as well as buildings surrounding the Square by the Root family, Medina City Council members and Mayor. There will also be a stage set up on Broadway in front of the County Courthouses with music to celebrate the season. On Saturday, November 22, at 5:30 p.m. the Holiday Festival of Lights will step off from Medina High School. The parade route is south on Spring Grove to Liberty, Liberty to Court Street, Court to Washington, and then delivering Santa in horse drawn carriage to Santa’s House on Broadway for photo opportunities for children. Once the safe areas are cleared, there will be fireworks displayed from the parking deck over the top of the County Courthouse facilities. Encourage all to come and enjoy the many festivities as we kick off the holiday season. For a complete list of activities, please go to Main Street Medina website, at [www.mainstreetmedina.com](http://www.mainstreetmedina.com).

**Keith Dirham, Finance Director,** thanked the voters for their support of the LST levy. That is our funding source for the ambulance service for the city for the next five years. We are almost done with our budget hearings. City Hall will be closed for Veterans Day.

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

**Chief Berarducci, Police Chief**, reminded all that today is the United States Marine Core's 239<sup>th</sup> Birthday!

**Kimberly Rice, Economic Development Director**, announced this Friday, November 14<sup>th</sup> we will be welcoming several new businesses into the city along with the help of Main Street Medina and the Chamber of Commerce. At 9 a.m. Rustic and Revived will open at 215 South Court Street, at 10 a.m. The Greek Village Grill will open at 965 North Court St.(unit C), at 11 a.m. the Sand and Lace Fine Art and Gift Gallery opening 23 Public Square (suite 11), at 3 p.m. the North Court Laundry Mat is now under new ownership and renovated at 965 North Court St. (units A & B) and then at 4 p.m. Asian Martial Arts that moved into the city from the Township at 913 North Court St. This Saturday, Nov. 15<sup>th</sup> Discount Drug Mart will be opening their new retail store in Montville Township and the ribbon cutting is at 12 p.m.

**Jonathon Mendel, Community Development Director**, reported that this Thursday, November 13<sup>th</sup> starting at 6 p.m. there are Boards and Commissions meetings here at City Hall in the multi-purpose room.

**Chief Painter, Fire Chief**, had no report.

**Jansen Wehrley, Parks and Recreation Director**, had no report.

**Dan Gladish, Building Official**, had no report.

**Patrick Patton, City Engineer**, reported the following: He has an active storm sewer improvement project at Damon and Curtis. This week the road will be closed adjacent to the intersection to allow for the installation of the new storm sewer and replacement of pavement. Detours will be installed and maintained throughout the couple day closure.

**Nino Piccoli, Service Director**, reported they are experiencing a large volume of leaves in the city and they are doing the best they can and are asking for patience and understanding of the public as we proceed through the city. We have authorized overtime and on Tuesday, Veteran's Day the crew will be in the South East quadrant proceeding to the South West areas. The Leaf Hot Line number is 330-725-5323 updated daily at 3 p.m.

**Mike Wright, Recreation Center Director**, was absent and had no report.

**Notices, Communications and Petitions:**

There were none.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

Matt Wiederhold from Main Street Medina stated they are entering their 7<sup>th</sup> year and have grown from small community non-profit organization to a community economic development engine. Thanks to our partners in the district, the community and most importantly the City of Medina, and tonight thank you in advance for your consideration of the renewal of the City of Medina's membership commitment with Main Street Medina.

Shannon Conelly Kurgin from 210 Ryeland Circle came to speak about the city pool and having two children they would go to the pool every day and happily pay for it so please rebuild the pool. Shannon also spoke of building a neighborhood initiative in the corridor streets that lead to the square. Her and her children rode bikes down Rt. 18 and East Liberty Street and those sidewalks are pretty rough, the neighborhood is well kept but the sidewalks need help. Shannon stated she would like to see some sort of rental registry for the City of Medina, especially for the safety aspect.

Mr. Coyne stated the county used to have a law that required all landlords to register in every county, the law was in effect in 2005-2006 then modified in 2007 to only require cities of 200,000 or more to have the registry at the county level.

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

**Ord. 177-14:**

**An Ordinance rezoning various parcels on W. Smith Road from R-3 High Density Urban Residential to C-2 Central Business District.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 177-14, seconded by Mr. Kolesar. Mr. Mendel stated the applicant contacted the adjacent property owners to the east and west along the 200 block on the north side of the 200 block of West Smith, they came together and that's where we have the five parcels coming in to rezone it as more of a district to mirror the entire frontage that is on the south side of Smith Road as well as the North side C-2. Mr. Rose stated there were several property owners that came forward in favor of this rezoning. The roll was called and Ordinance/Resolution No. 177-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Hilberg and M. Kolesar.

**Ord. 178-14:**

**An Ordinance authorizing the payment of \$30,000.00 to Main Street Medina for the City's 2015 Membership Renewal.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 178-14, seconded by Mr. Kolesar. Mr. Coyne stated they've been supporting Main Street Medina for several years now and this is their annual renewal to enable them to continue the work they have done for the City. They have been a great partner for Medina City over the last several years. They have been involved in several initiatives to help revitalize and continue to grow the activities on the square together with the merchants and Mr. Coyne asked for Council's support. Mr. Kolesar echoed what Mr. Coyne had to say about Main Street Medina. Mr. Lamb thanked Matt for all his work and efforts. The roll was called and Ordinance/Resolution No. 178-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Hilberg, M. Kolesar and B. Lamb.

**Ord. 179-14:**

**An Ordinance amending Section 133.01 of the codified ordinances of the City of Medina, Ohio relative to Association Memberships.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 179-14, seconded by Mr. Kolesar. Mr. Coyne stated the Greater Medina Chamber of Commerce has been active in our community for several years. The City of Medina Lapsed on a membership a few years back and now we would like to rejoin to help collaborate efforts with the Chamber of Commerce and the City of Medina. The roll was called and Ordinance/Resolution No. 179-14 passed by the yea votes of J. Shields, D. Simpson, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Ord. 180-14:**

**An Ordinance adopting the Planning and Zoning Code Fee Schedule for the City of Medina, Ohio.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 180-14, seconded by Mr. Simpson. Mr. Mendel stated this is to formalize a new fee schedule in accordance with our new enacted updates to the zoning code. It allows for flexibility to go straight to City Council for the review and approval of changes to fee schedule in the future. The roll was called and Ordinance/Resolution No. 180-14 passed by the yea votes of D. Simpson, B. Hilberg, M. Kolesar, B. Lamb, P. Rose and J. Shields.

**Ord. 181-14:**

**An Ordinance accepting the appraisals (Fair Market Value Estimates) for the West Smith Reconstruction Project.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 181-14, seconded by Mr. Kolesar. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 181-14, seconded by Mr. Kolesar. Mr. Patton stated this is for Phase 2 of the West Smith reconstruction project. They have to acquire a number of easements from several properties. We would like to move forward as quickly as possible so we can get this project out to bid. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields and D. Simpson. The roll was called and Ordinance/Resolution No. 181-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Hilberg, M. Kolesar and B. Lamb.

**Ord. 182-14:**

**An Ordinance authorizing the Mayor to accept an Easement Agreement for the West Smith Road Reconstruction Project (Parcel #14.)** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 182-14, seconded by Mr. Kolesar. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 182-14, seconded by Mr. Kolesar. Mr. Patton stated this is the same project just another easement. In this case council previously accepted the fair market value estimates, the land agent went out and acquired an agreement and signature from the property owner. 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, B. Hilberg and M. Kolesar. The roll was called and Ordinance/Resolution No. 182-14 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Hilberg.

**Ord. 183-14:**

**An Ordinance to adopt, administer, and enforce a new Chapter 1345 of the codified ordinances of the City of Medina, Ohio relative to the 2011 Ohio Plumbing Code.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 182-14, seconded by Mr. Kolesar. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 182-14, seconded by Mr. Kolesar. Mr. Gladish stated this ordinance would allow the city to start including plumbing services on all construction projects within the city. Our Building Dept. provides the approvals, permits and inspections on all construction projects within the city. This includes everything except plumbing. The county handles plumbing. With a city of our size and with the current certified personnel employed the Building Department, we can efficiently provide the additional plumbing services providing as benefit to the community, a one stop shop service with a cost savings effect. The emergency is needed to allow the most efficient start to the New Year for the Building/Community Development Dept. If we wait the Building Department would start the year with the county issuing the permits, collecting fees and the city performing the work. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 183-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Hilberg, M. Kolesar and B. Lamb.

**Ord. 184-14:**

**An Ordinance amending Chapter 1311 of the Codified Ordinances of the City of Medina, Ohio relative to the adoption of a new Section 1311.044, Plumbing Permit Fees.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 184-14, seconded by Mr. Kolesar. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 184-14, seconded by Mr. Kolesar. The new plumbing fee schedule would be added to the existing ordinance chapter that contains all other plumbing permit fees. This would need to be in place before we begin to issue any plumbing permits. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and B. Hilberg. The roll was called and Ordinance/Resolution No. 184-14 passed by the yea votes of D. Simpson, B. Hilberg, M. Kolesar, B. Lamb, P. Rose and J. Shields.

**Ord. 185-14:**

**An Ordinance amending Ordinance No. 208-13, passed December 9, 2013. (Amendments to 2014 Budget)** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 185-14, seconded by Mr. Kolesar. Mr. Dirham stated it is a single amendment this time, it's a pass through of a donation and we need to be able to appropriate the money in order to spend the money. The roll was called and Ordinance/Resolution No. 185-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields and D. Simpson.

**Council Comments:**

Mr. Simpson mentioned Veterans Day tomorrow and how he was influenced by many Veterans including his Marine father that served in WWII, Ralph Waite and Leland Coddling, both veterans of foreign war. They didn't talk much about their military service but what they impressed every chance they got was patriotism towards their country and the rights we have as an American

Medina City Council  
November 10th, 2014

Citizen, one being the right to vote. Thanks to all our veterans for their service and thanks to all active military and the reserve.

Mr. Rose and Mr. Kolesar thanked everyone that voted for the LST. They thanked the Veterans and they thanked Councilman Bill Lamb for his service as well.

Mr. Lamb and Mr. Kolesar stated on Monday, Council held a joint Council meeting with representation from Brunswick and Wadsworth and thanked John Coyne and Kathy Patton for organizing it and it was very productive.

Mr. Lamb mentioned Akron University Urban Studies Professor Raymond Cox will be speaking at his next neighborhood meeting on neighborhood decline this Thursday at 425 West Liberty's Salvation Army at 7 p.m.

Salvation Army kettle slots are still available to work at the Square during the Candle Light Walk.

Mr. Shields congratulated Mr. & Mrs. Lamb on their dancing for Faith in Action and announced there are two more opportunities for the public to attend a budget meeting, on Wednesday, Nov. 12<sup>th</sup> at 5:30 p.m. and Thursday, November 20th, 2014 at 5:30 p.m.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:11 p.m.

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Kathy Patton, Clerk of Council

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James A. Shields, President of Council Pro-Tem

**ORDINANCE NO. 186-14**

**AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE COMMUNICATION OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Association for the Communication Officers for the period of November 1, 2013 through October 31, 2016 is hereby accepted and the Mayor is hereby authorized to execute said Agreement.

**SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof.

**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 that the contract is retroactive to November 1, 2013; 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**

**Effective date – November 1, 2013 through October 31, 2016**

ORD. 186-14  
Exh. A

COLLECTIVE BARGAINING  
AGREEMENT

between the

CITY OF MEDINA

and the

OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION  
(COMMUNICATIONS)

EFFECTIVE NOVEMBER 1, 2013 through  
OCTOBER 31, 2016

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## ARTICLE 1 – PREAMBLE

**Section 1.** This agreement is hereby entered into by and between the City of Medina, hereinafter referred to as the “City,” and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the “OPBA.”

## ARTICLE 2 – RECOGNITION

**Section 1.** The City agrees that it has and will continue to recognize the OPBA as the exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment, for all Communications Operators (Dispatchers) on the Medina Police Department (after the first ninety [90] days of employment), including regular part-time employees, probationary employees, but excluding all sworn Police Officers and all other employees.

**Section 2.** The City will furnish the OPBA representative, to be designated by the OPBA in writing to the City, with a list of employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished upon the execution of this Agreement and will be supplemented by the names of all new employees as hired and employees that leave the bargaining unit.

## ARTICLE 3 - DUES DEDUCTION

**Section 1.** During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the OPBA, and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Medina Police Department for whom the City is currently deducting dues.

**Section 2.** The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the City the amounts due and owing from the employees involved.

**Section 3.** The City shall deduct dues initiation fees or assessments from the ~~first~~ pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

**Section 4.** A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

**Section 5.** The OPBA hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the City for any such liabilities or damages that may arise.

#### ARTICLE 4 - FAIR SHARE FEE

**Section 1.** As a condition of continued employment:

- A. All non-probationary employees in the bargaining unit on the effective date of this Agreement shall:
  - 1. Maintain membership in the OPBA, or
  - 2. Become members of the OPBA, or
  - 3. Pay a fair share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership
  
- B. Any probationary employee in the bargaining unit on the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
  - 1. Become a member of the OPBA; or
  - 2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership
  
- C. Any employee who becomes a member of the bargaining unit after the effective date of this Agreement shall, after serving his probationary period of employment, or sixty (60) days after beginning employment, whichever is less,
  - 1. Become a member of the OPBA; or
  - 2. Pay a fair-share fee to OPBA in an amount equivalent to the monthly dues the OPBA requires to maintain membership.

#### ARTICLE 5 - NO STRIKE

**Section 1.** Neither the OPBA nor any member of the bargaining unit shall directly or individually call, sanction, encourage, finance, participate, or assist in any way in any mass resignation, work stoppage or slow down, sympathy strike, or any other interference with the normal operations of the City. A breach of this provision shall be considered just cause for discipline, including discharge.

**Section 2.** The OPBA shall cooperate with the City in continuing operation in a normal manner and shall immediately order employees who are engaged in a violation of Section 1 of the Article to return to work. If the OPBA sanctions or encourages or fails to order employees to comply with Section 1 of this Article, the OPBA shall be liable to the City for all damages arising from the OPBA's failure to comply with the provisions of this Article.

**Section 3.** The City shall not lock out any employees.

## ARTICLE 6 - ASSOCIATION REPRESENTATION

**Section 1.** The City will pay an association representative who is requested to attend a grievance hearing or grievance meeting during the representative's scheduled work hours.

## ARTICLE 7 - DISCIPLINE

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the City has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the OPBA.

**Section 2.** Disciplinary action taken by the City shall only be for good cause.

**Section 3.** Demotions and discharges of a non-probationary employee may be appealed at Step 3 of the Grievance and Arbitration Procedure. Suspensions and written reprimands of a non-probationary employee may be appealed in accordance with the Grievance and Arbitration Procedure.

**Section 4.** Except for discipline due to workplace harassment (e.g. sexual, racial), records of disciplinary actions shall not be considered for progressive disciplinary action at the expiration of the periods outlined below, as long as the employee does not receive additional discipline during such time period.

<b><u>Disciplinary Action</u></b>	<b><u>Time Period</u></b>
Written warning or reprimand	One (1) year
Suspension or demotion	Two (2) years

If, after the expiration of any of these time periods set forth above, the employee is disciplined and uses work history as a defense in order to mitigate the discipline, then all of the employee's prior discipline may be brought forth as evidence of the employee's work record.

## ARTICLE 8 - GRIEVANCE PROCEDURE

**Section 1.** Every employee shall have the right to present his grievance in accordance with the Procedure provided herein, and shall have the right to be represented by a Union representative and/or a Union attorney at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure; however, grievances involving demotions or termination shall be filed directly to Step 3 below.

**Section 2.** For the purpose of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant - the "Grievant" shall be defined as the employee within the bargaining unit filing the grievance.
- C. Days - A "day" as used in this procedure shall mean the scheduled working day(s) of the party who is required to act.
- D. Party-in-Interest - A "party-in-interest" shall be defined as an employee of the City named in the grievance who is not the grievant.

**Section 3.** The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be tendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

- D. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- E. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- F. This procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this agreement.

**Section 4.** All grievances shall be administered in accordance with the following steps of the grievance procedure and a copy of all grievances shall be filed with the City Law Director at each step.

**STEP 1.** Any employee who believes he may have a grievance should first discuss it with his supervisor and attempt to settle the matter without involving this grievance procedure.

**STEP 2.** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days after the grievant obtains knowledge of the facts which are the subject of his or her grievance. The Chief of Police shall provide a written answer within ten (10) days of receiving the grievance.

**STEP 3.** If the grievant is not satisfied with the written decision at the conclusion of Step 2, or for original appeals of demotions or terminations, a written appeal of the decision may be filed with the Director of Public Safety within five (5) days from the date the rendering of the decision at Step 2 or the issuance of the Notice of discipline. Copies of the written decisions shall be submitted with the appeal. The Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The Director or his designee shall issue a written decision to the employee and the Union representative within ten (10) days from the date of the hearing.

**STEP 4.** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within the fifteen (15) day period, the moving party shall request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties will choose one arbitrator by the alternative strike method.

**Section 5.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegations set forth in the grievance.

**Section 6.** The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

**Section 7.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 8.** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall not suffer a loss of pay if his/her attendance occurs during scheduled work hours. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

**Section 9.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The grievance will be heard on its merits before the same arbitrator in the same hearing. If the arbitrator determines the grievance is not within the purview of arbitrability, the arbitrator shall not rule on the merits of the grievance.

**Section 10.** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

**Section 11.** The grievance procedure set forth herein shall be the exclusive method of reviewing and settling grievances between a bargaining unit member and the City.

## ARTICLE 9 – SENIORITY

**Section 1.** All new employees shall be considered probationary employees for a period of one (1) year, beginning from the first day of reporting to work.

**Section 2.** A probationary employee may be dismissed during the probationary period at the sole discretion of the City. Such dismissal is not subject to appeal through the grievance procedure or to the Civil Service Commission.

**Section 3.** Seniority shall be defined as the length of continuous service as a regular full or part-time employee in the classification which he is currently serving. A probationary employee shall not begin to accrue seniority until he has completed the first ninety (90) days of employment. At such time, a full-time employee will be credited with the seniority retroactive to his date of hire and shall continue to accrue seniority in accordance with his full-time status.

**Section 4.** For part-time employees, the amount of seniority shall be calculated by prorating the amount of hours worked with the amount of regularly scheduled hours in a standard work year (i.e., Part time employee worked 1040 hours the previous year, seniority is accrued is .5 years). After completion of the first ninety (90) days of employment, part-time employee shall be credited with seniority retroactive to his date of hire, but in accordance with his part-time employment status.

**Section 5.** An employee's seniority shall be terminated for any of the following reasons:

- A. Resignation
- B. Discharge for Just Cause
- C. Layoff for a period exceeding one (1) years
- D. Retirement
- E. Refusal or failure to report within ten (10) days from the date of mailing of a recall notice by certified mail to the employee's last official address as shown on the City's records.

**Section 6.** It is the specific intent of the parties to utilize seniority as defined herein to determine the order of layoff, displacement rights, and recall pursuant to the Civil Service Rules of the City of Medina. The parties specifically agree that retention points, including the use of performance evaluations as a factor, shall no longer be used to determine order of layoff, displacement rights and recall rights. For this reason, the parties agreed that Civil Service Rules IX, subsection (C) and Ohio Revised Code Section 124.325, and Ohio Administrative Code Sections 123:1-41-08, 123:1-41-09 are specifically preempted by this agreement for the purpose of calculating seniority. For other purpose not specifically addressed herein, the Medina Civil Service Rules and the Ohio Revised Code shall apply according to law.

## ARTICLE 10 – NON-DISCRIMINATION

**Section 1.** The City and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

**Section 2.** The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between the members and non-members.

## ARTICLE 11 – GENDER

**Section 1.** Whenever the context so requires, the use of the words herein, whether in the masculine, feminine, or neutral genders shall be construed to include all of 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.

## ARTICLE 12 – HEADINGS

**Section 1.** It is understood and agreed that the use of headings before Articles is for convenience only and that no headings shall be used in the interpretation of said articles nor affect any interpretation of any such Article.

## ARTICLE 13 – OBLIGATION TO NEGOTIATE

**Section 1.** The City and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 2.** Therefore, for the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## ARTICLE 14 – CONFORMITY TO LAW

**Section 1.** This Agreement shall be subject to and subordinated to any present and future Federal and State laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**Section 2.** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

## ARTICLE 15 – DUTY HOURS

**Section 1.** The regular workweek for all employees of the City covered by this Agreement will be forty (40) hours.

## ARTICLE 16 – OVERTIME PAY AND COURT-TIME

**Section 1.** All employees, for work performed or compensated in excess of forty (40) hours per week except sick days per Article 19 and for all hours worked or compensated in excess of the regular weekly forty (40) hours scheduled except sick days per Article 19, shall be compensated at the rate of time and one-half.

**Section 2.** 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, or the employee may elect to receive compensatory time, pursuant to Section 3.

**Section 3.** If any employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time may be granted by his department head, on an equivalent time basis, at a time mutually convenient to the employee and the department head, except that such accumulated compensatory time earned shall at no time exceed one hundred sixty (160) hours. Each hour of overtime worked shall be compensated by one and one-half (1 ½) hours of compensatory time, if so elected by the employee.

Once each calendar year during the term of this Agreement each employee shall be permitted to cash in up to thirty five percent (35%) of his accumulated compensatory time at his current regular rate of pay, provided the City may, in its sole discretion, permit an employee to cash in a greater percentage of the accumulated compensatory time. Any hours accumulated in excess of one hundred (100) hours shall be paid to the employee at the end of each calendar year.

**Section 4.** When the basic work day includes a shift premium, the premium will be considered part of the regular rate of pay for the purposes of figuring overtime.

**Section 5.** Every 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 (1 ½) times the regular rate of pay, provided the employee is not notified by 7:00 p.m. the day before the court appearance that the court appearance has been cancelled. If the employee is called back to work for more than one (1) court appearance in the same day, he shall be paid a minimum of three (3) hours for the first appearance and the actual time worked for the second appearance; unless there is three (3) hours or more between appearances, in which case the employee shall be paid a minimum of three (3) hours for each appearance.

## ARTICLE 17 – HOLIDAYS

**Section 1.** All full-time employees shall receive the following paid holidays, provided the employee works their regularly scheduled shift before the holiday, the day of the holiday if scheduled on the holiday, and their regularly scheduled shift after such holiday, or is scheduled off the shift before and/or on the holiday and/or the shift after the holiday due to vacation, use of compensatory time, training day, stress day, or is on sick time due to a work-related injury:

New Year's Day	Independence Day
President's Day	Labor Day
Martin Luther King Day	Columbus Day
Memorial Day	Veterans' Day
Easter Sunday	Thanksgiving Day
	Christmas Day

**Section 2.** In addition, an employee may receive subject to the approval of the Mayor, any day appointed and recommended by the Governor of the State or the President of the United States, as a holiday.

**Section 3.** All full-time or regular employees shall receive pay for any legal holiday established by the City, and in the case of the shift employee, the holiday if it is his regularly scheduled work day, according to the following provisions:

Except as provided in Section 4 hereof, an employee whose regular work schedule does not permit a day off for a holiday shall receive his regular pay, and, in addition, holiday pay not to exceed eight (8) hours for each such holiday.

**Section 4.** New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. An employee who works a shift the majority of which actually falls on the premium holiday shall be paid at one and one-half times his regular rate of pay for that shift, and in addition, holiday pay not to exceed eight (8) hours. For the purposes of this Article, "majority" shall mean one-half of the scheduled hours or more.

**Section 5.** All part-time employees shall be paid holiday pay only for those holidays actually worked. Working the holiday means the employee works a shift the majority of which falls on the actual holiday. Additionally, part-time employees will also be paid the premium holidays, as referred to in Article 17, Section 4, if the employee works a shift the majority of which falls on the premium holiday.

## ARTICLE 18 – VACATIONS

**Section 1.** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

- A. An employee who on December 31 has had service of less than one (1) full year of public service with the City of Medina will receive a vacation with pay in the succeeding calendar year according to the following schedule:
1. Less than one (1) year of public service and not over five (5) years, one (1) day for each full month of service with the City of Medina, but not to exceed two (2) basic work weeks.
  2. At least five (5) years of public service, but less than eleven (11) years of public service, one and one-half (1½) days for each full month of service with the City of Medina, but not to exceed three basic work weeks.
  3. Eleven (11) years of public service, but less than twenty (20) years of public service, two (2) days for each full month of service with the City of Medina, but not to exceed four (4) basic work weeks.
  4. Twenty (20) years of public service or more, two and one-half (2½) days for each full month of service with the City of Medina, but not to exceed five (5) basic work weeks.
- B. An employee who on December 31 has had service of at least one (1) year, but less than five (5) years, shall receive a vacation with pay for two (2) basic work weeks in the following calendar year.
- C. An employee who on December 31 has had service of at least five (5), but less than eleven (11) years, shall receive a vacation with pay of three (3) basic work weeks in the following year.
- D. An employee who on December 31 has had service of eleven (11) years, but less than twenty (20) years, shall receive a vacation with pay of four (4) basic work weeks in the following calendar year.
- E. An employee who on December 31 has had service of twenty (20) years or more, shall receive a vacation with pay of five (5) basic work weeks in the following calendar year.
- F. Credited Service. For all employees hired after January 1, 1992 only service as an employee of the City of Medina will be credited for purposes of vacation eligibility.
- G. Employees returning from leave of absence, lay-off, or a period of termination will be entitled to a vacation in the succeeding year based on the schedule in (A)(1). Service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.

**Section 2.**     General practices and definitions.

- A.     Unused Vacation Time. Unused vacation time may be cumulative for not to exceed two (2) years and it will not be permissible for employees 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 Chief 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.     Pay in Advance. Pay checks for regular pay days falling within a vacation period may be obtained in advance upon written request at least one pay period before the check is desired. No other pay checks will be advanced nor will any other pay period be split.
  
- D.     Basic Work Week. A basic work week as used in Article 15.

**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 on January 1 of the year of termination, if not already taken at the time of his termination. In addition, an employee will be paid a vacation allowance proportionate to the number of full months worked in the calendar year of termination, if he meets any of the following conditions:

- A.     Resigns with proper notice of two (2) weeks of work
  
- B.     Is laid off on account of lack of work
  
- C.     Retires under the City's retirement or disability plan
  
- D.     Dies.

**ARTICLE 19 – SICK LEAVE**

**Section 1.**     Each full-time employee shall accumulate sick leave at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and approved sick leave, but not during a leave of absence, lay-off or other period in inactive pay status.

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employees' immediate family. Unused sick leave shall be cumulative up to one hundred twenty (120) days, unless more than one hundred twenty (120) days are approved by the responsible administrative officer of the employing unit. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City's service providing that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 2.** An employee shall be permitted to convert two (2) days (either ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either ten (10) or eight (8) hours) of additional stress time (as provided in Article 20) 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. The usage of stress time shall not be considered the usage of sick leave.

**Section 3.** In addition to Section 1 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.

**Section 4.** A city employee may elect, at the time of retirement from 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 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 which may be made under this section shall be for forty-five (45) eight (8) hour days.

## ARTICLE 20 – STRESS DAYS

**Section 1.** All non-probationary employees shall, in addition to all other leave benefits, be granted two (2) stress days each year. Employees may earn an additional four (4) stress days pursuant to Article 19.

**Section 2.** The stress days shall only be taken with the advance approval of the Chief except where the day is used in an emergency situation.

**Section 3.** The stress days under this Article shall be charged against the employee's sick leave accumulation.

**Section 4.** Stress days are not cumulative and any stress days not taken within one year of crediting shall revert to the employee's sick leave balance.

#### ARTICLE 21 – LONGEVITY PAY

**Section 1.** All full-time employees of the City of Medina who have completed twenty (20) years 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.

**Section 2.** All full-time employees of the City of Medina 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.

**Section 3.** All full-time employees of the City of Medina 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.

**Section 4.** All full-time employees of the City of Medina who have completed five (5) or more 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.

**Section 5.** 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 of Medina 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, or a period of employment termination.

#### ARTICLE 22 – UNIFORM ALLOWANCE

**Section 1.** There is hereby granted a maximum yearly uniform and uniform-maintenance allowance of nine hundred and sixty dollars (\$960.00) to each member of the bargaining unit, except that during the first six (6) months of employment there will be no uniform allowance.

Said allowance shall be appropriated by the Medina City Council and paid semi-annually directly to the officer.

**Section 2.** There is hereby granted a sufficient allowance necessary to purchase one complete uniform, as prescribed by the Chief of Police, to each new member of the bargaining unit.

## ARTICLE 23 – LEAVE OF ABSENCE

**Section 1.** All employees 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 from 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 employees shall be entitled to a leave of absence for same without loss of regular pay.

**Section 2.** 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 the period of military commitment. Upon presentation of official orders, such an 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.

- A. An employee granted an extended military leave may elect to be paid for any accumulated annual leave.
- B. Employees on extended military leave shall continue to earn seniority credit for purposes of annual leave and promotional examination.
- C. 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 during their absence to their job classifications. Employees on extended military leave do not earn time towards 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.

**Section 3.** Any employee 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 year. Written notice of said leave will be given to the Civil Service Commission and the Finance Director.

- A. Group hospitalization insurance may be retained during a leave of absence in accordance with federal and state law.
- B. 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.
- C. Step Increases. An employee who has been granted a leave of absence will not receive a step increase under Section 27.1 unless he or she has accumulated a total of nine (9) months active service during the prior calendar year.
- D. Any employee who is called for jury duty during his normal working hours shall be entitled to leave for such service and shall be paid for such leave time at the usual rate for the applicable pay grade and step.

#### ARTICLE 24 – TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS

Section 1. Any employee may attend, at the expense of the City, any conference or other municipal business relating to municipal affairs, if approved by the Mayor. If advanced funds are necessary, the employee shall submit said request to the Finance Department not less than three (3) working days prior to departure.

Section 2. Any employee may be reimbursed for his actual, necessary expenses incurred while traveling on official business authorized by law or by his position, office, or employment. Twenty cents (20¢) per mile will be allowed for the use of privately owned vehicles.

Section 3. All requests for such allowance shall be made in writing to the Mayor in duplicate showing the necessity for such attendance and an estimate of the costs thereof to the City.

Section 4. Upon return, all expense reports with applicable receipts attached shall be approved by the Mayor prior to being submitted to the Finance Department for payment.

Section 5. All approved expense reports shall be paid within five (5) working days after submission to the Finance Department.

Section 6. Upon presentation of receipts as specified by the Finance Director, any employee required by his department head to have a private telephone in his home shall be reimbursed for the difference between the cost of a party line and a private line within the City of Medina amounting to eighty-five cents (85¢) per month. Said reimbursement shall be made annually in January of each year based on receipts presented as stated above for the prior year. Terminating employees shall be reimbursed at the time of termination.

Section 7. Upon receipt of or proof of having earned and maintained an EMT certification, associate degree in the law enforcement field or a four (4) year baccalaureate degree from an

accredited university, a dispatcher shall receive additional compensation in the amount of three hundred fifty dollars (\$350.00) payable semi-annually in July and December of each contract year.

## ARTICLE 25 – GROUP HOSPITALIZATION

**Section 1.** The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide through December 31, 2014 is set forth in Attachment A. The insurance benefits shall be modified on January 1, 2015 as reflected in Attachment B.

Effective upon execution of this Agreement, the premiums for such plan shall be paid as follows:

- A. Effective until December 31, 2014, the City shall pay ninety-two percent (92%) of the premium costs, and the bargaining unit member shall pay eight percent (8%) of the premium costs through payroll deduction. Effective January 1, 2015, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment C) by January 1, 2015 will not be eligible for a “wellness” discount and will pay sixteen percent (16%) as their premium contribution, commencing in December for the January premiums, through December 31, 2015. In order to qualify for the reduced premiums (12%) for January 1, 2016 and beyond, the employee must satisfy the wellness components identified in Attachment C by September 1, 2015 (employee premium incentives for October 2016 and beyond are referenced in Attachment C).

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.** 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 waive from will receive Four Hundred Dollars (\$400.00) per month in lieu of medical insurance coverage.

**Section 4.** The City and the OPBA mutually recognize that health care cost control is an important consideration and of mutual interest to both parties. The parties agree that the City’s health care coverage and premium rates should be reviewed by an independent health care consultant. Accordingly, the City and OPBA agree to negotiate in good faith concerning health

care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.

**Section 5.** The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

## ARTICLE 26 – WAGES

**Section 1.** (A) Retroactive to July 1, 2014, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

### DISPATCHERS

	A	B	C	D	E	F
Hourly	\$16.65	\$17.48	\$18.35	\$19.27	\$20.23	\$21.24
Annual (x 2080)	34,632.00	\$36,358.40	\$38,168.00	\$40,081.60	\$42,078.40	\$44,179.20

(B) Effective the first pay following January 1, 2015, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$16.98	\$17.83	\$18.72	\$19.66	\$20.64	\$21.67
Annual (x 2080)	\$35,318.40	\$37,086.40	\$38,937.60	\$40,892.80	\$42,931.20	\$45,073.60

(C) Effective the first pay following January 1, 2016, members of the bargaining unit shall be compensated in accordance with the following two percent (2.0%) increase to pay grades and step increases as appropriate:

	A	B	C	D	E	F
Hourly	\$17.32	\$18.19	\$19.10	\$20.06	\$21.06	\$22.11
Annual (x 2080)	\$36,025.60	\$37,835.20	\$39,728.00	\$41,724.80	\$43,804.80	\$45,988.80

**Section 2.** The City will pay ten percent (10%) of the employee's contribution to the Public Employee Retirement System. Effective upon execution, the City shall pay said amount pursuant to a "Deferred" plan as approved by the Public Employee Retirement System and explained herein (Attachment D).

## ARTICLE 27 – ADVANCEMENT WITHIN PAY RANGE

**Section 1.** Commencing with the first pay in January of each year, employees in each classification shall 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 or she is employed.

Any new employee, or one who has terminated and returned to City employment, must have active service from the first scheduled work day in October of the prior year in order to receive such step increase.

**Section 2.** 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 the 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 the qualifications of the employee require it, subject to approval of the Mayor and the Chairman of the Finance Committee of City Council, and verification of the Finance Director as to the availability of funds, and no payment shall be made at the higher rate until the conditions of this section have been met.

**Section 3.** 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 or she 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 or she may grant it subject to the approval of the Mayor and the Chairman of the Finance Committee of City Council.

## ARTICLE 28 – SHIFT DIFFERENTIAL

**Section 1.** There is hereby granted a thirty-five cent (\$.35) hourly pay differential for all hours between 4:00 p.m. and 7:00 a.m.

## ARTICLE 29 – LIFE INSURANCE

**Section 1.** 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 members of the bargaining unit.

**Section 2.** In the event the bargaining unit member’s life insurance is provided through an insured plan and the City qualifies under the terms of the insured plan to offer additional life insurance coverages, bargaining unit members may purchase additional coverages through payroll deductions. The costs of any additional life insurance coverages shall be the sole responsibility of the bargaining unit member.

## ARTICLE 30 – SAVINGS CLAUSE

**Section 1.** In the event any one or more provisions of the Agreement is or are deemed invalid or unenforceable by any final decision or a court of governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

## ARTICLE 31 – RETENTION OF BENEFITS

**Section 1.** All benefits which are presently enjoyed by all City employees are a part of working condition and shall be continued throughout the life of this Agreement.

## ARTICLE 32 – WAGE CONTINUATION PROGRAM

**Section 1.** Any employee who suffers a compensable industrial injury or illness can, subject to the below-mentioned terms, receive injury leave at full-salary and full benefits (in so far as full benefits are provided to employees on workers' compensation) in lieu of workers' compensation, lost-time benefits. Payments for related medical benefits are the responsibility of the Bureau of Workers' Compensation (OBWC).

### **Section 2.** QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with OBWC.
2. 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. On the Clock Care of Medina General Hospital is the City's chosen provider.
3. The employee must complete a C-1, OD-1, or FROI-1 application and sign a wage agreement, medical release and an election form.
4. The City 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 injury leave benefits.
5. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

**Section 3.** TERMINATION CONDITIONS

Wage continuation/injury leave 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 transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.
4. Employee fails to appear for employer-sponsored medical examination.
5. Employee has reached maximum medical recovery and/or the condition has become permanent.
6. Regardless of the above conditions of termination, management may, at its sole discretion terminate injury leave benefits at any time of disability exceeds ninety (90) calendar days. The maximum claim allowed per employee is one hundred-eighty (180) calendar days per year.
7. The claim is found to be fraudulent after payment has commenced.
8. The injured worker attempts to collect both wage continuation and temporary total compensation; or
9. Employment termination.

**ARTICLE 33 - EMPLOYEE RIGHTS**

**Section 1.** The procedural provisions of this article shall be followed whenever an employee is suspected of an action or inaction which could result in a disciplinary action or criminal charges being filed against the employee. This article shall also apply, where appropriate (Sections 2, 4, 5, and 7), to employees questioned as a witness. This article shall not apply to communications or conversations intended to provide instructions, training or corrections of work performance or techniques.

**Section 2.** In the event an employee is to be questioned or interviewed concerning an allegation of misconduct, the employee shall be informed at the commencement of the investigation as to the general nature of the alleged misconduct (whether disciplinary or criminal) and of the factual allegations against the employee known at that time. If an employee to be questioned is, at the time of questioning, a witness and not under investigation, he shall be so advised of such status.

**Section 3.** At the time any employee is notified that he or she is the subject of an investigation, the employee shall be given the opportunity to contact a Union Representative and/or Union Attorney for the purpose of representation. The scheduled interview shall not be delayed more than twenty-four (24) hours in order for the employee's representative to be present, unless the parties agree otherwise.

**Section 4.** Questioning or interviewing of any employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise or the parties agree otherwise. Investigative sessions shall be for reasonable periods of time.

**Section 5.** Before an employee may be charged with insubordination or a like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that he is being ordered to answer or participate and that such refusal, if continued, may be made the basis for such a charge. No employee shall be charged with insubordination where such refusal is based on the employee's exercise of the rights afforded the employee in regard to a criminal investigation unless the employee is informed by the investigating officer that his or her responses to questions will not result in criminal charges against the employee. If the employee is ordered to answer the questions after being so advised, an employee's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

**Section 6.** All complaints by citizens, which may result in suspension, reduction, or discharge of a bargaining unit employee, shall be in writing and signed by the complainant. However, the Employer reserves the right to investigate any complaint and to question a bargaining unit employee regarding any complaint, including an anonymous complaint. Discipline shall not be imposed solely on the basis of an anonymous complaint.

**Section 7.** **Polygraph.** In the course of questioning, an employee may only be given a polygraph examination (or voice stress analysis, etc.) with his or her consent. Such consent shall set forth the purposes for which the test results may be used. Such examination shall not be used in any subsequent court action, except in accordance with applicable rules of evidence. An employee's refusal to consent to such an examination shall not be the basis for disciplinary action.

**Section 8.** **Status of Investigations.** An employee subject to investigation shall, upon request, be advised at reasonable intervals either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation. All items in an employee's personnel file with regard to complaints and investigations will be clearly marked with respect to final disposition.

## ARTICLE 34 – DURATION

**Section 1.** The term of this Agreement shall be from the date of ratification through October 31, 2016.

**Section 2.** Due to the contract expiration date of October 31, 2016, the City agrees that restrictions on the Conciliator's power pursuant to Ohio Revised Code 4117.14(G)(11) are waived by the City for purposes of negotiating the successor collective bargaining agreement. As such, the Conciliator appointed pursuant to negotiations for the successor collective bargaining agreement shall have full power to award wages and other matters of compensation from the contract expiration date and thereafter.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereunto have set their hands this \_\_\_\_\_ day of November, 2014.

On Behalf of the  
CITY OF MEDINA

On behalf of the  
OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

\_\_\_\_\_  
Dennis T. Hanwell  
Mayor, City of Medina

\_\_\_\_\_  
Patrick J. Berarducci  
Chief of Police, City of Medina

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Daniel J. Leffler, Esq.  
Ohio Patrolmen's Benevolent  
Association's Attorney

\_\_\_\_\_  
Jon M. Dileno, Esq.  
Zashin & Rich Co., LPA

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory Huber, Esq.  
Law Director, City of Medina

1659-13-02

CITY OF MEDINA PPO PLAN OPTION

Enrollee Services	Enrollee Copays & Coverage Preferred Provider	Enrollee Copays & Coverage Non-Preferred Provider
Single - Calendar Year Deductible (In-Network and Out-of-Network Deductibles are separate.)	\$300* (Only applies where noted)	\$600 (Only applies where noted)
Family - Calendar Year Deductible (In-Network and Out-of-Network Deductibles are separate.)	\$600* (Only applies where noted)	\$1,200 (Only applies where noted)
Single - Calendar Year Out-of-Pocket Maximum	\$500**	\$3,000
Family - Calendar Year Out-of-Pocket Maximum	\$1,000**	\$6,000
Coinsurance (What the plan pays after the deductible is met but before the out-of-pocket maximum is reached; after the out-of-pocket maximum is reached services are covered at 100% of Maximum Allowable Charge.)	80%	60% of SummaCare's Maximum Allowable Charge
Restricted Annual Limits Per Calendar Year (Annual limit per member per calendar year for all Essential Benefits)		Unlimited
Lifetime Benefit Maximum		Unlimited
Inpatient Hospital Services (Requires Prior Authorization)		Coverage Based on Maximum Allowable Charge
Inpatient Care (Room & board)	80% (Subject to deductible)	60% (Subject to deductible)
Surgery & Anesthesia	80% (Subject to deductible)	60% (Subject to deductible)
Physician Services	80% (Subject to deductible)	60% (Subject to deductible)
Medically Necessary Supplies & Services (i.e., oxygen, blood, crutches, etc.)	80% (Subject to deductible)	60% (Subject to deductible)
Rehabilitative Services	80% (Subject to deductible)	60% (Subject to deductible)
X-ray, Laboratory & Other Diagnostic Services	80% (Subject to deductible)	60% (Subject to deductible)
Outpatient Services		
Outpatient Surgery	80% (Subject to deductible)	60% (Subject to deductible)
Maternity Services		
Office Visits	\$20 copay for initial visit	60% (Subject to deductible)
Hospital Services (48 hours for vaginal delivery; 96 hrs for Cesarean delivery. If discharged early, home care is covered for up to 72 hours after discharge)	80% (Subject to deductible)	60% (Subject to deductible)
Prenatal-Postpartum Care	80% (Subject to deductible)	60% (Subject to deductible)
Mental Health (Biologically Based) Services (Here to include all Mental Health Party Rider for groups of 50 or more employees)		
Inpatient	80% (Subject to deductible)	60% (Subject to deductible)
Outpatient	\$20 copay per visit	60% (Subject to deductible)

CITY OF MEDINA PPO PLAN OPTION

Enrollee Services	Enrollee Copays & Coverage Preferred Provider	Enrollee Copays & Coverage Non-Preferred Provider
<b>Mental Health (Non-Biologically Based) Substance Abuse/Alcohol Abuse Disorders</b> (Refer to the Federal Mental Health Parity Rider for groups of 50 or more employees)		
Inpatient	80% (Subject to deductible)	60% (Subject to deductible)
Outpatient	\$20 copay per visit	60% (Subject to deductible)
<b>Emergency/Urgent Care Services</b>		
Emergency Care (Any hospital ER visit inside or outside the service area)	100% coinsurance after co-pay; Copay waived if admitted \$0 copay	100% maximum allowable charge after copay; Copay waived if admitted \$0 copay (Subject to balance billing.)
Urgent Care (Urgently needed care that is not life or limb threatening)	100% coinsurance after copay; \$20 copay	60% coinsurance after copay; \$25 copay
<b>Medical Services</b>		
		Coverage Based on Maximum Allowable Charge
Primary Physician Office Visits	\$20 copay per visit	60% (Subject to deductible)
Gynecological Visits	\$20 copay per visit	60% (Subject to deductible)
Consultation and Treatment by Specialist	\$20 copay per visit	60% (Subject to deductible)
Preventive Care (Includes mammograms, immunizations, well child care and preventive services as defined by the United States Preventive Services Task Force under grades A and B preventive services. Refer to SummaCare's Health Care Reform Rider.)	100%	60% (Subject to deductible)
X-ray, Laboratory & Other Diagnostic Services	80% (Subject to deductible)	60% (Subject to deductible)
Infertility Diagnosis	80% (Subject to deductible)	60% (Subject to deductible)
Allergy Tests & Treatment	\$20 copay per visit (injections only - no copay)	60% (Subject to deductible)
<b>Other Services:</b>		
Vision Exam	\$20 copay per visit	60% (Subject to deductible)
Skilled Nursing Facility	80% (Subject to deductible)	60% (Subject to deductible)
Home Health Care	80% (Subject to deductible)	60% (Subject to deductible)
Ambulance Services	80% coinsurance after copay; \$50 copay	60% coinsurance after copay; \$50 copay
Hospice Services	80% (Subject to deductible)	60% (Subject to deductible)
Durable Medical Equipment	80% (Subject to deductible)	60% (Subject to deductible)
Rehabilitative Services	\$20 copay per visit	60% (Subject to deductible)
Chiropractic Services	\$20 copay per visit	60% (Subject to deductible)
Prescription Drugs	Separate drug riders apply and may be purchased by your employer.	

\*Benefits and services covered may be subject to change.



Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [welcometohc.com](http://welcometohc.com) or by calling 1-800-377-5154.

Warning: If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and Hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all the rules very carefully and compare them with the rules of any other plan that covers you or your family. Benefits are underwritten by United HealthCare Insurance Company.

Important Questions

Answers

Why This Matters

What is the overall deductible?	Network: \$500 Individual / \$1,000 Family Non-Network: \$1,000 Individual / \$2,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the deductible.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the Common Medical Events chart for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No. There are no other deductibles.	You don't have to meet deductibles for specific services, but see the Common Medical Events chart for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: \$1,000 Individual / \$2,000 Family Non-Network: \$3,000 Individual / \$6,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-Authorization for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No. This policy has no overall annual limit on the amount it will pay each year. Yes, this plan uses network providers. If you use a non-network provider your cost may be more. For a list of network providers, see <a href="http://myuhc.com">myuhc.com</a> or call 1-800-377-5154 for a list of network providers.	The Common Medical Events chart describes any limits on what the plan will pay for specific covered services, such as office visits. If you use a network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your network doctor or hospital may use a non-network provider for some services. Plans use the term network preferred, or participating for providers in their network. See the Common Medical Events chart for how this plan pays different kinds of providers.
Does this plan use a network of providers?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Do I need a referral to see a specialist?	Yes.	Some of the services this plan doesn't cover are listed under Services Your Plan Does NOT Cover. See your policy or plan document for additional information about excluded services.

Questions: Call 1-800-377-5154 or visit us at [welcometohc.com](http://welcometohc.com). If you aren't clear about any of the terms used in this form, see the Glossary. You can view the Glossary at [cms.gov/CCI/O/Resources/Files/Downloads/uniform-glossary-final.pdf](http://cms.gov/CCI/O/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy. This is only a summary. It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.



Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

- Co-payments (copays) are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Co-insurance (co-ins) is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your co-insurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If a non-network provider charges more than the allowed amount, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use network providers by charging you lower deductibles, co-payments and co-insurance amounts.

Common Medical Event if you visit a health care provider's office or clinic	Services You May Need	Your cost if you use a Network Provider	Non-Network Provider	Limitations & Exceptions
	Primary care visit to treat an injury or illness	\$20 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply. Pre-authorization is required non-network for Genetic Testing – BRCA or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Specialist visit	\$40 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply. Pre-authorization is required non-network for Genetic Testing – BRCA or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Other practitioner office visit	\$40 copay per visit of Manipulative (Chiropractic) services	40% co-ins for Manipulative (Chiropractic) services after ded.	Limited to 15 visits of Manipulative (Chiropractic) services per calendar year. Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you have a test	Preventive care / screening / immunization	No Charge	40% co-ins* after ded.	Includes preventive health services specified in the health care reform law. *Deductible/co-ins may not apply to certain services.
	Diagnostic test (x-ray, blood	20% co-ins after ded.	40% co-ins after ded.	Pre-Authorization is required non-network

ATTACHMENT B



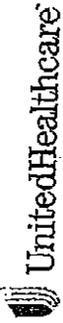
Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need		Your Cost if you use		Limitations & Exceptions
	Network Provider	Non-Network Provider	Network Provider	Non-Network Provider	
					for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or \$500. Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Authorization requirement or may result in a higher cost, if you use a non-network Pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered. Out of Pocket limit: \$6,350 Individual / \$12,700 Family Prescription drugs apply to the prescription drug Out-of-Pocket-limit. Pre-Authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500.
If you need drugs to treat your illness or condition  More information about prescription drug coverage is available at <a href="http://myuhc.com">myuhc.com</a>	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.		
	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$30 copay	Retail: \$15 copay Mail-Order: Not Covered		
	Tier 2 – Your Midrange-Cost Option	Retail: \$30 copay Mail-Order: \$60 copay	Retail: \$30 copay Mail-Order: Not Covered		
	Tier 3 – Your Highest-Cost Option	Retail: \$50 copay Mail-Order: \$100 copay	Retail: \$50 copay Mail-Order: Not Covered		
	Tier 4 – Additional High-Cost Options.	Not Applicable	Not Applicable		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% co-ins after ded.	40% co-ins after ded.		
	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.		
If you need immediate medical attention	Emergency room services	\$100 copay	Same as Network		

ATTACHMENT B



Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need		Your cost if you use		Limitations & Exceptions
	Emergency medical transportation	Network Provider	Non-Network Provider		
If you have a hospital stay	Emergency medical transportation	\$50 copay per transport.	Same as Network.	None	None
	Urgent care	\$20 copay per visit	40% co-ins after ded.	If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.	
	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.	
If you have mental health, behavioral health, or substance abuse needs	Physician/surgeon fees	20% co-ins after ded.	40% co-ins after ded.	None	
	Mental/Behavioral health outpatient services	\$20 copay per visit	40% co-ins after ded.	Pre-Authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.	
	Mental/Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.	
	Substance use disorder outpatient services	\$20 copay per visit	40% co-ins after ded.	Pre-Authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.	
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about EAP benefits.	
If you become pregnant	Prenatal and postnatal care	20% co-ins after ded.	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered. Your cost in this category includes Physician Delivery Charges. Network routine pre-natal care is covered	

ATTACHMENT B



Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need		Your cost if you use a		Limitations & Exceptions
	Network Provider	Non-Network Provider	Network Provider	Non-Network Provider	
If you need help recovering or have other special health needs	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	40% co-ins after ded.	Your cost for inpatient services only. Delivery see above. Inpatient Pre-Authorization may apply non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Home health care	20% co-ins after ded.	40% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitation services	\$20 copay per outpatient visit	40% co-ins after ded.	40% co-ins after ded.	Depending on the type of therapy, there may be a limit of 30-36 visits per calendar year. Pre-Authorization required for Physical, Occupational and Speech non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Habilitative services	\$20 copay per outpatient visit	40% co-ins after ded.	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above.
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	40% co-ins after ded.	Limited to 120 days per calendar year. (Combined with Inpatient Rehabilitation) Pre-Authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	40% co-ins after ded.	Pre-Authorization is required non-network for DME over \$1,000 or benefit reduces to the lesser of 50% of eligible expenses or \$500. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	40% co-ins after ded.	Inpatient Pre-Authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Eye exam	\$20 copay per outpatient visit	Not Covered	40% co-ins after ded.	Limited to 1 exam every 2 years.
	Glasses	Not Covered	Not Covered	Not Covered	No coverage for Glasses.
	Dental check-up	Not Covered	Not Covered	Not Covered	No coverage for Dental check-up.

ATTACHMENT B



UnitedHealthcare

### Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

#### Excluded Services & Other Covered Services

<b>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)</b>	
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Bariatric surgery</li> <li>Cosmetic surgery</li> </ul>	<ul style="list-style-type: none"> <li>Dental care (Adult/Child)</li> <li>Glasses (Adult/Child)</li> <li>Infertility treatment</li> <li>Long-term care</li> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing</li> <li>Routine foot care</li> <li>Weightloss Programs</li> </ul>
<b>Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</b>	
<ul style="list-style-type: none"> <li>Chiropractic care – limitations may apply</li> </ul>	<ul style="list-style-type: none"> <li>Habilitative services – limitations may apply</li> <li>Hearing aids – limitations may apply</li> <li>Routine eye care (Adult/Child) – limitations may apply</li> </ul>

#### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or visit <http://www.dol.gov/ebsa>, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or visit <http://www.ccoio.cms.gov>.

#### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit [www.myuhc.com](http://www.myuhc.com) or Ohio Department of Insurance at 1-800-686-1526 or visit <http://www.insurance.ohio.gov/Pages/default.aspx>.

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) and <http://ccio.cms.gov/programs/consumer/capgrants/index.html>.

#### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

#### Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

#### Language Access Services:

Para obtener asistencia en Español, llame al 1-800-377-5154.  
 如果需要中文的帮助, 请拨打这个号码 1-800-377-5154.  
 Dine'keho shika at'ohwo' ninisingo, kwijijigo holne' 1-800-377-5154.  
 Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-377-5154.

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next page.

ATTACHMENT B



Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan Pays \$6,540
- Patient Pays \$1,200

**Sample care costs:**

Hospital charges (mother) \$2,700  
 Routine obstetric care \$2,100  
 Hospital charges (baby) \$900  
 Anesthesia \$900  
 Laboratory tests \$500  
 Prescriptions \$200  
 Radiology \$200  
 Vaccines, other preventive \$40  
**Total \$7,540**

**Patient pays:**

Deductibles \$500  
 Co-pays \$0  
 Co-insurance \$500  
 Limits or exclusions \$200  
**Total \$1,200**

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan Pays \$4,620
- Patient Pays \$780

**Sample care costs:**

Prescriptions \$2,900  
 Medical Equipment and Supplies \$1,300  
 Office Visits and Procedures \$700  
 Education \$300  
 Laboratory tests \$100  
 Vaccines, other preventive \$100  
**Total \$5,400**

**Patient pays:**

Deductibles \$500  
 Co-pays \$200  
 Co-insurance \$280  
 Limits or exclusions \$80  
**Total \$1060**



### Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> <li>• Costs don't include premiums.</li> <li>• Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.</li> <li>• The patient's condition was not an excluded or preexisting condition.</li> <li>• All services and treatments started and ended in the same coverage period.</li> <li>• There are no other medical expenses for any member covered under this plan.</li> <li>• Out-of-pocket expenses are based only on treating the condition in the example.</li> <li>• The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.</li> <li>• If other than individual coverage, the Patient Pays amount may be more.</li> </ul>	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>* <b>No.</b> Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>x <b>No.</b> Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ <b>Yes.</b> When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✓ <b>Yes.</b> An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-800-377-5154 or visit us at [welcometoulhc.com](http://welcometoulhc.com). If you aren't clear about any of the terms used in this form, see the Glossary. You can view the Glossary at [gms.gov/CCI/O/Resources/Files/Downloads/uniform-glossary-final.pdf](http://gms.gov/CCI/O/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy. This is only a summary. It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

## ATTACHMENT C

### THE CITY OF MEDINA WELLNESS PROGRAM

In order to be eligible for the reduced premium contributions in December 2014 for the January 2015 premiums, the employee must:

1. Complete an annual Health Risk Analysis by December 31, 2014, 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. Establish a personal account with a wellness provider designated by the City by December 31, 2015.

In order to maintain the reduced premium contributions for December 2014 through December 31, 2016, the employee must:

After completion of a Health Risk Analysis in 2014 and 2015, participate in a Health-Contingent activities-only program<sup>1</sup> offered by the wellness provider. Under such a program, an employee is required to perform or complete activities related to a health factor or health risk in order to maintain the reduced premium and enter information on the City-designated wellness provider system, as of December 31, 2014 (to maintain the reduced premium beyond November 2014) and September 1, 2015 (to maintain the reduced premium beyond December 2015).

3. The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in 2017 for application to the 2018 rates. The parties agree to

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<sup>1</sup> Wellness program design complies with Federal regulations. Program design may change as new regulations and/or clarifications are issued.

discuss the introduction of the outcomes-based component in the 2016 Healthcare Committee meeting(s).

4. Unless negotiated otherwise by the parties, employees will be required to satisfy the requirements set forth above in Paragraphs 1 and 2 by September 1, 2016 in order to maintain a reduced premium-contribution rate beyond December 2016.

B

Police Department  
December 18, 1998

Comparisons of various pension alternatives:

Assumptions

- 25% Tax
- 10% Pension share
- 75% Pension payment (based on last and highest three years)
- \$ 40,000 base pay

	Current	Pick up	Deferred *
Base pay plus 10% inc.	\$44,000	\$40,000	\$44,000
Taxes before pension	11,000	10,000	
Taxes after pension			\$9,900
Pension share	4,400	0	4,400
Takes home pay	28,600	30,000	29,700
Retirement pay	\$33,000 (Part Taxable)	\$50,000 (Full taxable)	\$33,000 (Full Taxable)

**ORDINANCE NO. 187-14**

**AN ORDINANCE AMENDING SECTIONS 31.02 (B) (9), 31.05, AND 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE CABLE TV DEPARTMENT AND ACCEPTING THE REVISED JOB DESCRIPTION OF CABLE TV PRODUCTION ASSISTANT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Section 31.02 (B) (9) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows relative to the Cable TV Department:

(9)	<b>CABLE TV</b>	<u>Hourly Rate</u>
1 (Ord. 134-11)	Cable TV Production Assistant	<b>Pay Grade 54A</b>

**WHEREAS:** Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows relative to the Cable TV Department:

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

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. Ord. 54-04, 246-06

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

**SEC. 1:** That Section 31.02 (B) (9) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows relative to the Cable TV Department, Cable TV Production Assistant position:

(9)	<b>CABLE TV</b>	<u>Hourly Rate</u>
1	Cable TV Production Assistant*	<b>Pay Grade 54A 51A</b>

\* The position of Production Assistant may be filled by more than one person not to exceed twenty-nine (29) hours per week combined.

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

**SEC. 2:** That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows relative to the Cable TV Department, Cable TV Production Assistant position:

**CABLE TV**

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

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.

**\*\*The position of Production Assistant may be filled by more than one person not to exceed twenty-nine (29) hours per week combined.**

Ord. 54-04, 246-06, 187-14

**SEC. 3:** That the job description for Cable TV Production Assistant is hereby accepted and approved.

**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 the department is currently short-handed; 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

**THE CITY OF MEDINA  
JOB DESCRIPTION**

*Ord. 187-14*

**TITLE:** Cable TV Production Assistant  
**REPORTS TO:** Executive Director/General Manager  
**DEPARTMENT/DIVISION:** Cable  
**CIVIL SERVICES STATUS:** Unclassified  
**JOB STATUS:** Part-time  
**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The individual in this classification performs a variety of pre-production, production and post-production duties under the direct supervision of the Cable TV Executive Director/General Manager. This position will require the ability to follow through a production project, from inception to completion, with little or no additional training. The position will require the ability to assist in the supervision of volunteers in production situations.

**ESSENTIAL JOB FUNCTIONS:**

- Record, in the field, program segments for Medina TV programming,
- Edit recorded materials into complete programs,
- Serves as on-camera talent for programming,
- Assist in all aspects of studio and remote production,
- Create graphics for production and the bulletin board.
- Maintains regular and consistent attendance.
- Assists in developing website for television services and explores avenues for use of Internet.

**EDUCATION, TRAINING AND EXPERIENCE:**

- Documented hours of hands-on experience with broadcast equipment or other experience deemed appropriate by the Cable TV Executive Director/General Manager.
- Some experience in public speaking.
- Experience in lighting for studio and remote locations.

License: If expected to drive off-site, a valid driver's license issued by the State of Ohio is required and must remain insurable under the City of Medina's vehicle insurance plan.

**QUALIFICATIONS:****Knowledge of:**

- General knowledge and understanding of the aesthetics of television;
- The City of Medina ACCESS philosophy;
- Field production techniques and principles;
- Operation of basic cable and public access channels; and
- Video switchers and audio mixers.

**Skilled in:**

- Handling a wide range of professional video equipment;
- Operating a variety of professional video production equipment, including video cameras, video switching equipment, lighting equipment, microphones and audio control devices, editing systems, computer graphic systems and other related peripherals;
- Videotape editing and equipment operation;
- Computer graphics operation, and implementation.
- Communicating effectively in writing or orally with co-workers, supervisors and the general public, including public speaking ability.

**Ability to:**

- Work independently and supervise the work of others;
- Maintain good taste and judgment in all production activities;
- Work in a cooperative and encouraging manner with community members, the City and school employees and students; and
- Understand and follow complex oral and written instructions.
- Operate various camera systems and non-linear editing systems.
- Design sets and lighting for various field and studio shoots.
- Direct or produce remote productions.
- Edit and assemble programs from written and verbal instructions.
- Write for the visual media.

**PHYSICAL DEMANDS:**

This position requires the employee to spend a large part of each working day standing, walking, transporting and handling video equipment. Strength and agility sufficient to lift and maneuver video equipment and television design sets.

**ENVIRONMENTAL ELEMENTS:**

This position works mostly indoors but at times works outside in various weather conditions.

**WORKING CONDITIONS:**

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

**EQUIPMENT USED:**

Various camera systems and non-linear editing systems, video switchers, audio mixers and lighting.

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

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

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

**RESOLUTION NO. 188-14**

**A RESOLUTION NAMING THE CITY OWNED PROPERTY ON PUBLIC SQUARE HOUSING THE PUBLIC RESTROOM FACILITY, PERMANENT PARCEL NOS. 028-19B-20-136 AND 028-19B-20-138, "BICENTENNIAL COMMONS".**

**WHEREAS:** The Public Properties Committee recommended that the city owned property on Public Square which now houses the public restroom facility, Permanent Parcel Nos. 028-19B-20-136 (Medina City Lot #9147) and 028-19B-20-138 (Medina City Lot #9149), be named "Bicentennial Commons" and be used as a public park area; and

**WHEREAS:** The Finance Committee met on November 10, 2014 and approved the naming of this property as "Bicentennial Commons".

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

**SEC. 1:** That the city owned property on Public Square, Permanent Parcel Nos. 028-19B-20-136 and 028-19B-20-138, be named "Bicentennial Commons" and be used as a public park area.

**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**

**ORDINANCE NO. 189-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL CONTRACT WITH UNITED HEALTHCARE FOR LIFE INSURANCE, ACCIDENTAL DEATH AND DISABILITY BENEFITS FOR THE EMPLOYEES OF THE CITY OF MEDINA.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into a renewal contract with United Healthcare for life insurance, accidental death and disability insurance benefits for the employees of the City of Medina.

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

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

GRD. 189-14  
Exh. A

A Renewal for

**City of Medina**

**Policy # 303558**



Employee Basic Life Insurance		Class 1	
Legal Entity		Primary	
United Healthcare Insurance Company			
Eligibility	All Active Full Time Employees working a minimum of 30 hours per week.		
Basic Annual Earnings (BAE) Definition	Not Applicable		
Benefit Payable	\$25,000		
Benefit	\$25,000		
Benefit Maximum	\$0		
Benefit Minimum	\$25,000		
New Hire Guarantee Issue Limit			
Limitations and Exclusions	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		
Evidence of Insurability Requirements	50% @ 70		
Benefit Reduction	At Employee's Retirement		
Coverage Termination	Excluded		
Suicide Limitation			
Additional Features	Included		
Accelerated Death Benefit	50%		
Percentage Available	\$50,000		
Maximum	12 months		
Life Expectancy	Included		
Waiver of Premium	9 months		
Elimination Period	Prior to age 60		
Disabled Prior To Age	To Age 65		
Benefits Payable to Age	Excluded		
Portability			
Conversion	Included; Must apply within 30 days of coverage termination		
Assumed Enrollment and Rates			
Number of Employees	153		
Volume of Insurance	\$3,625,000		
Rate Basis	Composite per \$1,000 of coverage		
Monthly Rate	Current \$0.210 Renewal \$0.210		
Monthly Premium	\$803.26 \$803.26		
Annual Premium	\$9,639.00 \$9,639.00		
Employer Contribution	100%		
Participation Requirements	100%		
Broker Commissions	Standard Graded		
Rate Guarantee (in months)	24		

INITIAL HERE: \_\_\_\_\_

Employee Basic AD&D Insurance	
Legal Entity	Class 1 Primary United Healthcare Insurance Company
Eligibility	All Active Full Time Employees working a minimum of 30 hours per week. Not Applicable
Basic Annual Earnings Definition	
Benefits Payable	
Benefit	\$25,000
Benefit Maximum	\$25,000
Benefit Minimum	\$0
Loss Occurrence Period	180 days
Seat Belt Benefit	10.0% to \$10,000
Seat Belt & Air Bag Benefit	10.0% to \$20,000
Loss of Life	100%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Loss of thumb and index finger of same hand	25%
Loss of speech	25%
Loss of hearing	25%
Termination and Exclusion	
Benefit Reduction	50% @ 70
Coverage Termination	At Employee's Retirement
Exclusions	Standard
Assumed Enrollment and Rates	
Number of Employees	153
Volume of Insurance	\$3,825,000
Rate Basis	Composite per \$1,000 of coverage
Monthly Rate	Current: \$0.020      Renewal: \$0.020
Monthly Premium	\$18.50      \$18.50
Annual Premium	\$918.00      \$918.00
Employer Contribution	100%
Participation Requirements	100%
Broker Commissions	Standard Graded
Rate Guarantee (in months)	24

Initial Here: \_\_\_\_\_

Employee Supplemental Life Insurance		Class 1	
Legal Entity		Primary	
United Healthcare Insurance Company			
Eligibility	All Active Full Time Employees working a minimum of 30 hours per week.		
Basic Annual Earnings Definition	The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.		
Benefits Payable	Increments of \$25,000		
Benefit	\$100,000, not to exceed 5 times BAE		
Benefit Maximum	\$0		
Benefit Minimum	\$50,000		
New Hire Guarantee Issue Limit	Not Included		
Open Enrollment	Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		
Exclusions and Exclusions	65% @ 65, 50% @ 70		
Evidence of Insurability Requirements	At Employee's Retirement		
Benefit Reduction	2 Years		
Coverage Termination	Included		
Suicide Limitation	50%		
Additional Riders	\$50,000		
Accelerated Death Benefit	12 months		
Percentage Available	Included		
Maximum	9 months		
Life Expectancy	Prior to age 60		
Waiver of Premium	To Age 65		
Elimination Period	Included. Must apply within 30 days of coverage termination.		
Disabled Prior To Age			
Benefits Payable to Age			
Portability	Minimum \$5,000		
Minimum	Maximum \$500,000		
Maximum	Maximum Age to Port 70		
Maximum Age to Port	Included; Must apply within 30 days of coverage termination		
Conversion	Available		
eAPP Evidence of Insurability	Available		
Personalized Enrollment Forms	Available		
Assumed Enrollment and Rates			
Number of Employees	48		
Volume of Insurance	\$3,106,250		
Rate Basis	Unisex Unitobacco Age-banded per \$1,000 of coverage		
Monthly Rate		Current	Renewal
Under 25	\$0.070	\$0.070	\$0.070
25 - 29	\$0.070	\$0.070	\$0.070
30 - 34	\$0.080	\$0.080	\$0.080
35 - 39	\$0.100	\$0.100	\$0.100
40 - 44	\$0.180	\$0.180	\$0.180
45 - 49	\$0.330	\$0.330	\$0.330
50 - 54	\$0.520	\$0.520	\$0.520
55 - 59	\$0.860	\$0.860	\$0.860
60 - 64	\$1.220	\$1.220	\$1.220
65 - 69	\$2.110	\$2.110	\$2.110
70 - 74	\$3.150	\$3.150	\$3.150
75 and above	\$5.750	\$5.750	\$5.750
Monthly Premium	TBD	TBD	TBD
Annual Premium	TBD	TBD	TBD
Employer Contribution	0%		
Participation Requirements	20%		
Broker Commissions	Standard Graded		
Rate Guarantee (in months)	24		

INITIAL HERE: \_\_\_\_\_

Class 1	
<b>Dependent Supplemental Life Insurance</b>	<b>Primary</b>
<b>Legal Entity</b>	<b>United Healthcare Insurance Company</b>
<b>Eligibility</b>	All Active Full Time Employees working a minimum of 30 hours per week.
<b>Spouse Benefit</b>	Increments of \$5,000
<b>Spouse Benefit Maximum</b>	\$50,000 not to exceed 50.0% of the Employee's amount of Supplemental Life
<b>Spouse Benefit Minimum</b>	\$0
<b>Spouse Guarantee Issue Amount</b>	\$20,000
<b>Child Benefit</b>	Increments of \$2,000
<b>Child Benefit Maximum</b>	\$10,000 not to exceed 50.0% of the Employee's amount of Supplemental Life
<b>Child Benefit Minimum</b>	\$0
<b>Child Guarantee Issue Amount</b>	\$10,000
<b>Open Enrollment</b>	Not Included
<b>Limitations and Exclusions</b>	
<b>Evidence of Insurability Requirements</b>	Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.
<b>Benefit Reduction</b>	65% @ 65, 50% @ 70
<b>Coverage Termination</b>	All Employee's Retirement
<b>Suicide Limitation</b>	2 Years
<b>Exclusions</b>	Standard
<b>Additional Features</b>	
<b>Accelerated Death Benefit</b>	Excluded
<b>Waiver of Premium</b>	Excluded
<b>Portability</b>	Included. Must apply within 30 days of coverage termination.
<b>Minimum</b>	\$5,000
<b>Maximum</b>	\$250,000
<b>Maximum Age to Port</b>	70
<b>Conversion</b>	Included, Must apply within 30 days of coverage termination
<b>eAPP Evidence of Insurability</b>	Available
<b>Personalized Enrollment Forms</b>	Available
<b>ASSUMED Enrollment and Rates</b>	
<b>Number of Spouses</b>	TBD
<b>Number of Child Units</b>	TBD
<b>Volume of Insurance- Spouse</b>	TBD
<b>Volume of Insurance- Child(ren)</b>	TBD
<b>Rate Basis- Spouse</b>	Unisex Unitobacco Age-banded per \$1,000 of coverage
<b>Rate Basis- Child(ren)</b>	Composite per \$1,000 of coverage
<b>Monthly Rate- Spouse</b>	
	<b>Current</b> <b>Retiree</b>
Under 25	\$0.070      \$0.070
25 - 29	\$0.070      \$0.070
30 - 34	\$0.080      \$0.080
35 - 39	\$0.100      \$0.100
40 - 44	\$0.180      \$0.180
45 - 49	\$0.330      \$0.330
50 - 54	\$0.520      \$0.520
55 - 59	\$0.860      \$0.860
60 - 64	\$1.220      \$1.220
65 - 69	\$2.110      \$2.110
70 - 74	\$3.150      \$3.150
75 and above	\$5.750      \$5.750
<b>Monthly Rate- Child(ren)</b>	\$0.170      \$0.170
<b>Monthly Premium</b>	TBD      TBD
<b>Annual Premium</b>	TBD      TBD
<b>Employer Contribution</b>	0%
<b>Participation Requirements</b>	20%
<b>Broker Commissions</b>	Standard Graded
<b>Rate Guarantee (in months)</b>	24

Initial Here: \_\_\_\_\_

**General Assumptions**

UnitedHealthcare reserves the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.

Assumed contract situs is Ohio

Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

Employees assumed primary business is classified as 9111 SIC Code.

**Life and AD&D Assumptions**

Coverage for dependents will not be effective until the day after discharge if confined in a Hospital or Medical Facility on the effective date.

Dependent children are covered from live birth to age 26

An Employee may not be a dependent of another Employee.

If the parents of a child are insured for employee Supplemental Life coverage, only one of them may elect Supplemental Dependent Life coverage for their eligible child(ren).

An Employee must be insured for Supplemental Life coverage in order for his/her Dependent(s) to be insured for Supplemental Dependent Life coverage

Limitations for AD&D: Disease, bodily or mental infirmity, suicide or intentionally self-inflicted injury, commission of an assault or felony, war, use of any drug unless prescribed by a physician, driving while intoxicated, engaging in any hazardous activities, or travel in a private aircraft. Additional exclusions may apply depending upon the plan design of the employer.

**Additional features included: Beneficiary Services, Will and Trust Preparation Service, Travel Assistance and Wealth Management Account.**

Print Name/Title: \_\_\_\_\_

Accepted by: \_\_\_\_\_

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

**ORDINANCE NO. 190-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUESTS FOR PROPOSALS (RFP's) FOR DRUG SCREENING AND ASSOCIATED PROFESSIONAL SERVICES FOR THE EMPLOYEES OF THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to solicit Requests for Proposals (RFP's) for drug screening and associated professional services for the employees of the City of Medina.

**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. 2:** 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 current contract expires on December 31, 2014; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

**ORDINANCE NO. 191-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION/EXTENSION AGREEMENT WITH THE AUDITOR OF STATE DAVE YOST AND REA & ASSOCIATES, INC. FOR THE PREPARATION OF THE ANNUAL AUDIT FOR THE CITY OF MEDINA FOR THE FISCAL PERIOD ENDING DECEMBER 31, 2014.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Modification/Extension Agreement with the Auditor of the State of Ohio Dave Yost and Rea & Associates, Inc. for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2014.
- SEC. 2:** That the funds to cover this service shall not exceed \$38,325.00 and are available in Account No. 001-0707-52226.
- SEC. 3:** That a copy of the Modification/Extension Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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



Ord. 191-14  
Exh. A

# Dave Yost • Auditor of State

## MODIFICATION/EXTENSION AGREEMENT

This Agreement between Auditor of State Dave Yost (Auditor), City of Medina  
Medina County (Public Office), and Rea & Associates, Inc. an  
independent public accountant (IPA), modifies or extends an existing agreement between these parties as identified  
in SECTION I below and incorporated herein by reference. These parties agree to abide by all terms and conditions  
of the original agreement, except as specifically identified in Section II below, and that no remuneration will be  
granted in relation to work performed under this modification/extension prior to the execution of this  
Agreement by all parties.

### SECTION I – ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP	<u>City of Medina</u>		
Original Contract Period	<u>January 1, 2010 through December 31, 2013</u>		
Date RFP was issued	<u>September 17, 2010</u>	Date MOA Executed	<u>November 23, 2010</u>
Public Office Contact	<u>Keith Dirham</u>	E-mail	<u>kdirham@medinaoh.org</u>
IPA Contact	<u>Dan Watson</u>	E-mail	<u>dan.watson@reacpa.com</u>

### SECTION II – MODIFICATION/EXTENSION INFORMATION

Modifications are only appropriate for audit services that were not known at the time of the original proposal and could not have reasonably been anticipated by the parties during the bid process. The hourly rate for modified services should not exceed the hourly rate originally proposed by the IPA firm. If multiple audit periods are involved with this modification, contact the regional representative noted in the RFP for further instructions.

Fiscal Year(s) Impacted by Modification/Extension: January 1, 2014 - December 31, 2014

Category (check all that apply):

<input type="checkbox"/> Change in Accounting or Auditing Standards	<input type="checkbox"/> Change in Laws or Regulations
<input type="checkbox"/> Change in Scope	<input checked="" type="checkbox"/> Other: <u>Contract Extension</u>
<input type="checkbox"/> Change in Contract Period	

Detailed Explanation for Modification/Extension (include any additional reports required):

The City of Medina requested an extension to the previous contract for an additional audit period. The extension has been granted per Bob Hinkle.

**SECTION II – MODIFICATION/EXTENSION INFORMATION (Continued)**

Impact on Cost:

	<u>HOURS</u>	<u>RATE</u>	<u>COST</u>
Original Contract	_____	_____	_____
Previous Modification dated: _____	_____	_____	_____
Previous Modification dated: _____	_____	_____	_____
Current Modification	525	73	\$38,325
New Contract Total	525	73	\$38,325

**SECTION III – RECITALS/APPROVAL**

Due to the need for a contract modification/extension, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its audits of Public Office for the fiscal year(s) set forth in the original Memorandum of Agreement and in this Agreement, perform all audit work as set forth in the original Memorandum of Agreement and in this Agreement;
2. In consideration of the modification/extension to the audit work documented herein, the Public Office shall make payment to the IPA as set forth in the original Memorandum of Agreement, as modified in SECTION II of this agreement above;
3. The performance of the audit work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the prior Contract;
4. Should this modification/extension cause the total hours of the contract to exceed the threshold established for use of a MBE/EDGE firm, the IPA shall follow all minority participation requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:

Subcontractor: \_\_\_\_\_

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

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

zac.morris@reacpa.com Digitally signed by zac.morris@reacpa.com  
DN: cn=zac.morris@reacpa.com  
Date: 2014.11.03 07:17:25 -0500

Rea & Associates, Inc.

\_\_\_\_\_ Date

\_\_\_\_\_  
Legislative Authority or Designee for  
City of Medina

\_\_\_\_\_ Date

\_\_\_\_\_  
Auditor of State

\_\_\_\_\_ Date

Completed forms should be e-mailed to: [IPACorrespondence@ohioauditor.gov](mailto:IPACorrespondence@ohioauditor.gov) (or faxed to 866-603-0003)

**ORDINANCE NO. 192-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENT AGREEMENTS FOR THE WEST SMITH ROAD RECONSTRUCTION PROJECT (PARCELS #2, 5 & 11).**

**WHEREAS:** Ordinance No. 111-14, passed June 23, 2014 authorized the Fair Market Value Estimates for the West Smith Road Reconstruction Project.

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

**SEC. 1:** That the Mayor is hereby authorized to accept the Easement Agreements for the West Smith Road Reconstruction Project (Parcels #2, 5 & 11).

**SEC. 2:** That a copy of the Easement Agreements are marked Exhibit A, B, and 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 in full force and effect at the earliest period allowed by law.

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

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

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

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

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



8 0 6 7 4 6 2  
Tx:8055588

046(1)  
WARDEN  
DEC 3  
ORD. 192-14  
EXH. A

2014OR018244

COLLEEN M. SWEDYK  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
09/11/2014 12:02 PM

REC FEE: 44.00  
PAGES: 5  
DOC TYPE: WD

# MEDINA COUNTY RECORDER

## COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. 9/11/2014  
1.00 FEE \$  
EXEMPT  A  
MICHAEL E. KOVACH, County Auditor Medina County Auditor

ODOT LPA RE 801  
Rev. 09/2012

Warranty Deed  
LPA

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Board of County Commissioners of Medina County, the Grantor(s) herein, in consideration of the sum of \$0.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 2 WDV  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
~~PARCEL NO. FOR REFERENCE ONLY AND WILL NOT~~  
Medina County Current Tax Parcel No. 029-19A-19-006 ~~BE VALID AFTER TRANSFER~~  
Prior Instrument Reference: Warranty Deed Volume 221, Page 155, Warranty Deed Volume 222, Page 52, Warranty Deed Volume 232, Page 136 and Plat Volume 7, Page 37-38, Medina County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) declines a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or

transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Patricia G. Geissman, President of the Board of County Commissioners of Medina County, pursuant to a resolution passed on August 19, 2014, has hereunto subscribed her name on the 19th day of August, 2014.

BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY

By: Pat Geissman  
Patricia G. Geissman, President

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 19 day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Patricia G. Geissman, who acknowledged being the President of the Board of County Commissioners of Medina County and who acknowledged the foregoing instrument to be the voluntary act and deed of the Board of County Commissioners of Medina County.

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



LAURA J. LABAK  
Notary Public - State of Ohio  
My Commission Expires  
August 2, 2016

Laura J. Labak

NOTARY PUBLIC  
My Commission expires:

Aug. 2, 2016

This document was prepared by: the City of Medina.

EXHIBIT A

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

PARCEL 2-WDV AM  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot 1839, and being part of an original parcel conveyed on February 06, 1956 to Board of Commissioners of Medina County by Deed Volume 232 Page 136 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline right of way of West Smith Road a distance of 1445.46 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 36 degrees 22 minutes 25 seconds East a distance of 32.82 feet to an Iron Pin Set;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 35.93 feet to an Iron Pin Set;
3. thence South 00 degrees 48 minutes 13 seconds East a distance of 26.15 feet to an Iron Pin Set at existing northerly right of way line of West Smith Road;
4. thence South 89 degrees 11 minutes 47 seconds West along said right of way line a distance of 55.76 feet to the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-19-006 and contains a gross take of 0.0275 acres more or less.

EXHIBIT A

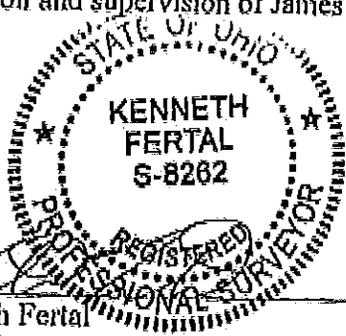
RX 251 WDV

Page 2 of 2  
Rev. 05/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



PPN: 029-19A-23-012

12/17/2012  
Date

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

Legal Approved  
Date 1-7-2013  
By Beth G. Nika

ORD. 192-14  
Exh. A



PROPERTY #2

THREE (3)

TEMPORARY  
EASEMENTS

2014OR018245

COLLEEN M. SWEDYK  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
09/11/2014 12:02 PM

REC FEE: 76.00  
PAGES: 0  
DOC TYPE: EASE

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

### TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Board of County Commissioners of Medina County, the Grantor(s) herein, in consideration of the sum of \$0.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 2 TV, TV-1, TV-2  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Medina County Current Tax Parcel No. 029-19A-19-006  
Prior Instrument Reference: Warranty Deed Volume 221, Page 155, Warranty Deed Volume 222, Page 52, Warranty Deed Volume 232, Page 136 and Plat Volume 7, Page 37-38, Medina County Recorder's Office.

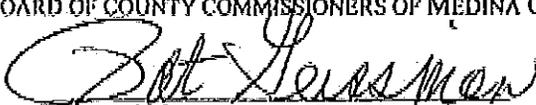
To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

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

IN WITNESS WHEREOF Patricia G. Geissman, President of the Board of County Commissioners of Medina County, pursuant to a resolution passed on August 19, 2014, has hereunto subscribed her name on the 19<sup>th</sup> day of August, 2014.

BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY

  
By: Patricia G. Geissman, President

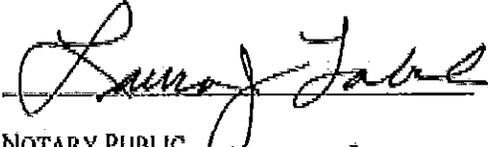
STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 19 day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Patricia G. Geissman, who acknowledged being the President of the Board of County Commissioners of Medina County and who acknowledged the foregoing instrument to be the voluntary act and deed of the Board of County Commissioners of Medina County.

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



LAURA J. LABAK  
Notary Public - State of Ohio  
My Commission Expires  
August 2, 2016

  
NOTARY PUBLIC  
My Commission expires: Aug. 2, 2016

This document was prepared by: the City of Medina.

**EXHIBIT A**

RX 287 TV

Page 1 of 2

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 2-TV AM  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot 1839 and being part of an original parcel conveyed on February 06, 1956 to Board of Commissioners of Medina County by Deed Volume 232 Page 136 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline right of way of West Smith Road a distance of 1976.23 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 48 minutes 13 seconds West a distance of 5.00 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 48.00 feet to a point;
3. thence South 00 degrees 48 minutes 13 seconds East a distance of 5.00 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 degrees 11 minutes 47 seconds West along said right of way line a distance of 48.00 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-19-006 and contains a gross take of 0.0055 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

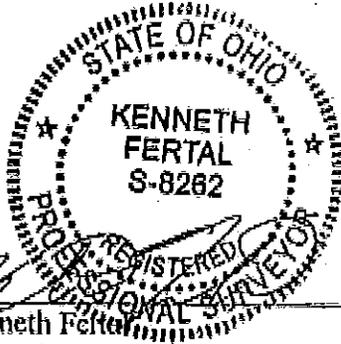
EXHIBIT A

RX 287 TV

Page 2 of 2

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertil  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

**EXHIBIT A**

RX 287 TV

Page 1 of 2

Rev. 06/09

Var. Date 12/17/2012

PID 81334

**PARCEL 2-TV1 AM  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE, WALK AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being Part of Medina City Lot 1839 and being part of an original parcel conveyed on February 06, 1956 to Board of Commissioners of Medina County by Deed Volume 232 Page 136 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1495.20 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 51 degrees 33 minutes 48 seconds East a distance of 37.67 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 22.86 feet to a point;
3. thence South 15 degrees 27 minutes 52 seconds West a distance of 11.62 feet to a point;
4. thence North 89 degrees 11 minutes 47 seconds East a distance of 49.55 feet to a point;
5. thence South 00 degrees 48 minutes 13 seconds East a distance of 8.00 feet to an Iron Pin Set;
6. thence South 89 degrees 11 minutes 47 seconds West a distance of 35.93 feet to an Iron Pin Set;
7. thence South 36 degrees 22 minutes 25 seconds West along said right of way line a distance of 32.82 feet to the existing northerly right of way line of West Smith Road;
8. thence South 89 degrees 11 minutes 47 seconds West along said right of way line a distance of 49.73 feet to the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-19-006 and contains a gross take of 0.0334 acres more or less.

EXHIBIT A

Page 2 of 2

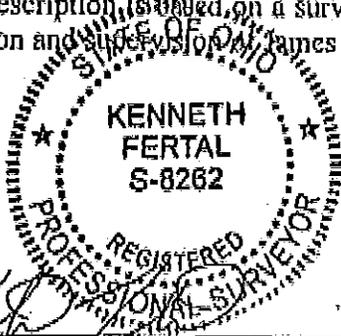
Rev. 06/09

RX 287 TV

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



  
Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

**EXHIBIT A**

RX 287 TV

Page 1 of 2

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 2-TY2 A<sup>M</sup>  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE, WALK AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot 1839 and being part of an original parcel conveyed on February 06, 1956 to Board of Commissioners of Medina County by Deed Volume 232 Page 136 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1389.70 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 48 minutes 13 seconds West along a proposed right of way line a distance of 23.00 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 25.66 feet to a point;
3. thence South 66 degrees 34 minutes 04 seconds East a distance of 21.92 feet to a point;
4. thence North 89 degrees 11 minutes 47 seconds East a distance of 117.94 feet to a point;
5. thence South 85 degrees 37 minutes 14 seconds East a distance of 77.49 feet to a point;
6. thence North 57 degrees 53 minutes 20 seconds East a distance of 21.36 feet to a point;
7. thence North 89 degrees 11 minutes 47 seconds East a distance of 28.84 feet to a point and the westerly line of Medina City Lot 9118;
8. thence South 00 degrees 04 minutes 03 seconds East along said easterly line a distance of 18.10 feet to the existing northerly right of way line of West Smith Road;
9. thence South 89 minutes 11 minutes 47 seconds West a distance of 287.62' along said right of way line to the intersection of the existing northerly right of way line and the proposed right of way line and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-19-006 and contains a gross take of 0.0957 acres more or less.

EXHIBIT A

RX 287 TV

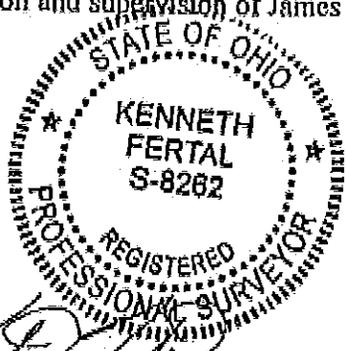
Page 2 of 2

Rev. 06/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



  
Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

Ord. 192-14  
Exh. B



8 0 6 7 4 6 5  
Tx:8055566

RECORDER  
ONE(1)  
UNAPPORT  
DEED

2014OR018246

COLLEEN M. SWEDYK  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
09/11/2014 12:02 PM

REC FEE: 60.00  
PAGES: 7  
DOC TYPE: WD

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. 9/11/2014  
FEE \$ \_\_\_\_\_  
EXEMPT  A  
Michael E. Kovack, *Ord.* Medina County Auditor

ODOT LPA RE 801  
Rev. 09/2012

Warranty Deed  
LPA

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: The Board of County Commissioners of Medina County, Ohio, the Grantor(s) herein, in consideration of the sum of \$0.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 5 WDV, WDV-1

MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
*THE PARCEL NOS. LISTED BELOW ARE FOR REFERENCE ONLY AND WILL NOT BE VALID AFTER TRANSFER.*  
Medina County Current Tax Parcel No. 028-19C-04-001 and 028-19C-04-003  
Prior Instrument Reference: Warranty Deed Volume 133, Page 189, Plat Volume 8, Page 20, Warranty Deed Volume 190, Page 536, Plat Volume 6, Page 109 and Plat Volume 9, Page 42, Medina County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

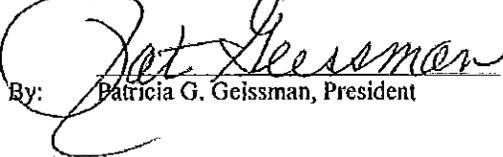
The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) declines a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or

transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Patricia G. Geissman, President of the Board of County Commissioners of Medina County, pursuant to a resolution passed on August 19, 2014, has hereunto subscribed her name on the 19<sup>th</sup> day of August, 2014.

BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY

  
By: Patricia G. Geissman, President

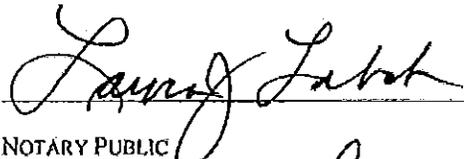
STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 19 day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Patricia G. Geissman, who acknowledged being the President of the Board of County Commissioners of Medina County and who acknowledged the foregoing instrument to be the voluntary act and deed of the Board of County Commissioners of Medina County.

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



LAURA J. LABAK  
Notary Public - State of Ohio  
My Commission Expires  
August 2, 2016



NOTARY PUBLIC  
My Commission expires:

Aug. 2, 2016

This document was prepared by: the City of Medina.

EXHIBIT A

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

*DLA*

PARCEL 5-WDV  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1744 and being part of a parcel conveyed on July 22, 1950 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 190 Page 536, of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 349.75 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 76.67 feet to an Iron Pin Set;
2. thence South 00 degrees 48 minutes 13 seconds East a distance of 8.00 feet to an Iron Pin Set;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 76.79 feet to said grantor's westerly property line and an Iron Pin Set;
4. thence North 00 degrees 03 minutes 47 seconds East along said westerly line a distance of 8.00 feet to an Iron Pin Set and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-001 and contains a gross take of 0.0141 acres more or less.

EXHIBIT A

RX 251 WDV

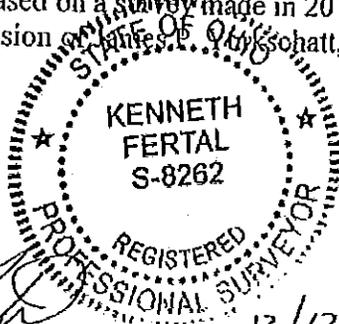
Page 2 of 2

Rev. 05/09

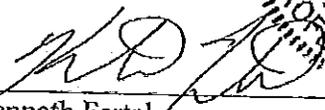
All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James E. Gyschatt, Professional Land Surveyor Number 7809.



PPN: 02B-19C-04-129

  
Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

Legal Approved  
Date 1-8-2013  
By Beth Mika

EXHIBIT A

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

*JL*  
PARCEL 5-WDV1  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 2218 and being part of a parcel conveyed on August 05, 1935 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 133 Page 189, of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 89 degrees 00 minutes 43 seconds East along the centerline survey of West Smith Road a distance of 43.36 feet; thence South 00 degrees 59 minutes 17 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 00 minutes 43 seconds East along said existing right of way line a distance of 7.00 feet to an Iron Pin Set;
2. thence South 00 degrees 59 minutes 17 seconds East a distance of 5.00 feet to an Iron Pin Set;
3. thence South 89 degrees 00 minutes 43 seconds West a distance of 7.00 feet to an Iron Pin Set;
4. thence North 00 degrees 59 minutes 17 seconds West a distance of 5.00 feet to an Iron Pin Set and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-003 and contains a gross take of 0.0008 acres more or less.

EXHIBIT A

RX 251 WDV

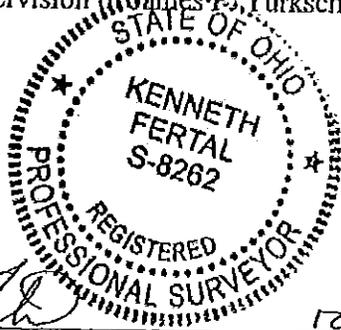
Page 2 of 2

Rev. 05/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



PPN: 028-19C-04-127

  
Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

Legal Approved  
Date 1-8-2013  
By Beth Miller

Ord. 192.14  
Exh. B



8 0 6 7 4 6 7  
Tx: 8055566

PROPERLY...

TWO(2)  
PERMANENT  
EASEMENT

2014OR018247

COLLEEN M. SWEDYK  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
09/11/2014 12:02 PM

REC FEE: 60.00  
PAGES: 7  
DOC TYPE: EASE

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: The Board of County Commissioners of Medina County, Ohio, the Grantor(s) herein, in consideration of the sum of \$0.00, to be paid by City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 5 SV, AV

MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Medina County Current Tax Parcel No. 028-19C-04-001 and 028-19C-04-003  
Prior Instrument Reference: Warranty Deed Volume 133, Page 189, Plat Volume 8, Page 20, Warranty Deed Volume 190, Page 536, Plat Volume 6, Page 109 and Plat Volume 9, Page 42, Medina County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or

transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Patricia G. Geissman, President of the Board of County Commissioners of Medina County, pursuant to a resolution passed on August 19, 2014, has hereunto subscribed her name on the 19<sup>th</sup> day of August, 2014.

BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY

By: Patricia G. Geissman  
Patricia G. Geissman, President

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 19 day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Patricia G. Geissman, who acknowledged being the President of the Board of County Commissioners of Medina County and who acknowledged the foregoing instrument to be the voluntary act and deed of the Board of County Commissioners of Medina County.

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



LAURA J. LABAK  
Notary Public - State of Ohio  
My Commission Expires  
August 2, 2016

Laura J. Labak

NOTARY PUBLIC  
My Commission expires:

Aug 2, 2016

This document was prepared by: the City of Medina.

EXHIBIT A

Page 1 of 2

RX 277 SV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 5-SV  
WEST SMITH ROAD  
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

A perpetual easement for the construction and maintenance of a sewer in, upon and over the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1744 and being a part of parcel conveyed on July 22, 1950 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 190 Page 536 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline right of way of West Smith Road a distance of 204.14 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East a distance of 13.50 feet to a point;
2. thence South 00 degrees 48 minutes 13 seconds East a distance of 8.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 13.50 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 8.00 feet to a point and the intersection the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-001 and contains a gross take of 0.0025 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

RX 277 SV

Page 2 of 2

Rev. 06/09

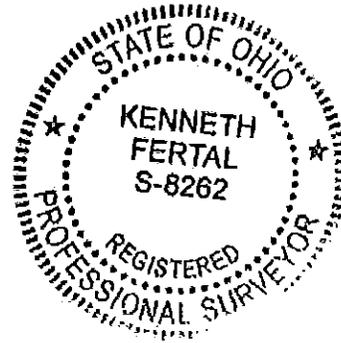
This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date



Ver. Date 12/17/2012

PARCEL 5-AV  
WEST SMITH ROAD*Jha*

PERPETUAL AERIAL EASEMENT  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

A perpetual easement to construct, operate, maintain and replace a traffic signal, above the following described property.

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as Medina City Lot No. 1744 and 2218 and being a part of two parcels conveyed on August 05, 1935 and July 22, 1950 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 133 Page 189 and Deed Volume 190 Page 536 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 11.03 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along existing right of way line a distance of 11.12 feet;
2. thence North 89 degrees 00 minutes 43 seconds East along existing right of way line a distance of 43.36 feet;
3. thence South 00 degrees 59 minutes 17 seconds West a distance of 5.00 feet;
4. thence South 89 degrees 00 minutes 43 seconds West a distance of 54.50 feet;
5. thence North 00 degrees 59 minutes 17 seconds West a distance of 5.04 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

Of the above described gross aerial take of 0.0063 acres more or less, 0.005 acres are located in Medina County Auditor's Permanent Parcel Number 028-19C-04-001 and 0.0013 acres are located in Medina County Auditor's Permanent Parcel Number 028-19C-04-003.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

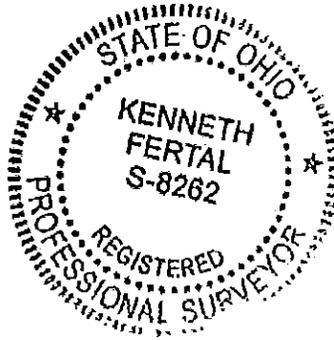
This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Surveyor Number 7809.



Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date



Ord. 192.14  
Exh. B



PROPERTY # 5

THREE (3)  
TEMPORARY  
EASEMENTS

2014OR018248

COLLEEN M. SWEDYK  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
09/11/2014 12:02 PM

REC FEE: 76.00  
PAGES: 9  
DOC TYPE: EASE

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

### TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: The Board of County Commissioners of Medina County, Ohio, the Grantor(s) herein, in consideration of the sum of \$0.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 5 TV, TV-1, TV-2  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Medina County Current Tax Parcel No. 028-19C-04-001 and 028-19C-04-003  
Prior Instrument Reference: Warranty Deed Volume 133, Page 189, Plat Volume 8, Page 20, Warranty Deed Volume 190, Page 536, Plat Volume 6, Page 109 and Plat Volume 9, Page 42, Medina County Recorder's Office.

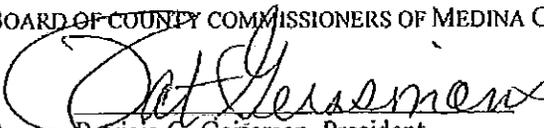
To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

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

IN WITNESS WHEREOF Patricia G. Geissman, President of the Board of County Commissioners of Medina County, pursuant to a resolution passed on August 19, 2014, has hereunto subscribed her name on the 19<sup>th</sup> day of August, 2014.

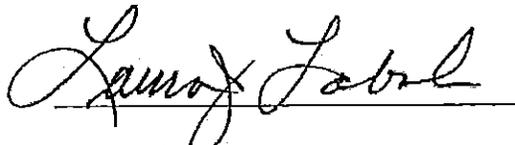
BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY

  
By: Patricia G. Geissman, President

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 19 day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Patricia G. Geissman, who acknowledged being the President of the Board of County Commissioners of Medina County and who acknowledged the foregoing instrument to be the voluntary act and deed of the Board of County Commissioners of Medina County.

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



NOTARY PUBLIC

My Commission expires:

Aug 2, 2016



LAURA J. LABAK  
Notary Public - State of Ohio  
My Commission Expires  
August 2, 2016

This document was prepared by: the City of Medina.

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 5-TV  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1744 and being a part of parcel conveyed on July 22, 1950 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 190 Page 536, of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1275.46 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line of West Smith Road and westerly property line of Medina City Lot 1744 and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 83.06 feet to a point;
2. thence South 28 degrees 15 minutes 21 seconds West a distance of 30.89 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 25.52 feet to a point;
4. thence North 32 degrees 08 minutes 21 seconds West a distance of 25.76 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 29.20 feet to a point and the westerly property line;
6. thence North 00 degrees 08 minutes 05 seconds West along westerly line a distance of 5.00 feet to a point and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-001 and contains a gross take of 0.0287 acres more or less.

EXHIBIT A

Page 2 of 2

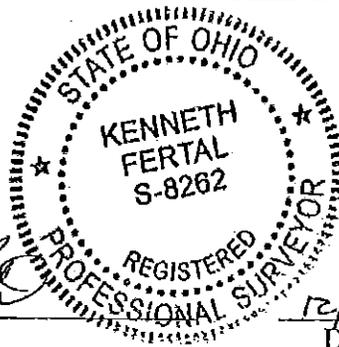
RX 287 TV

Rev. 06/09

All Bearings are relative to grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



A handwritten signature in black ink, appearing to read "K. Fertal", written over a horizontal line.

Kenneth Fertal

12/17/2012  
Date

Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

EXHIBIT A

RX 287 TV

Page 1 of 2

Rev. 06/09

Ver. Date 12/17/2012

*dia*

PID 81334

PARCEL 5-TV1  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING CURB  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1744 and being part of a parcel conveyed on July 22, 1950 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 190 Page 536, of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 273.09 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the proposed easterly right of way line and the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 68.94 feet to a point;
2. thence South 00 degrees 48 minutes 13 seconds East a distance of 8.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 68.94 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 8.00 feet to a point and the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-001 and contains a gross take of 0.0127 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

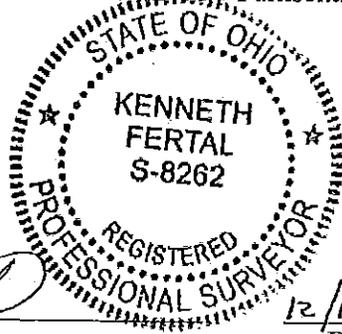
RX 287 TV

Page 2 of 2

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



12/17/2012  
Date

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 5-TV2  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE DRIVE AND CURB  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1744 and being part of a parcel conveyed on July 22, 1950 to The Board of County Commissioners of Medina County, Ohio by Deed Volume 190 Page 536, of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 190.64 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the temporary southerly right of way line and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 234.09 feet to a point;
2. thence South 00 degrees 48 minutes 13 seconds East a distance of 8.14 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 234.09 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 8.00 feet to a point and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Numbers 028-19C-04-001, 028-19C-04-003 and contains a gross take of 0.0434 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

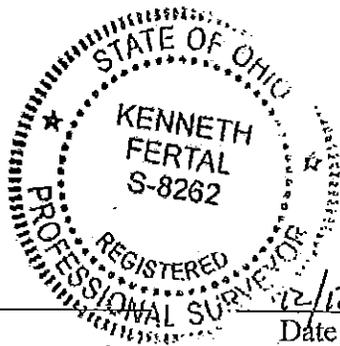
RX 287 TV

Page 2 of 2

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



12/17/2012  
Date

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

Ord. 192-14  
Exh. C



ONE (1)  
WARRANTY  
DEED

2014OR018249

COLLEEN M. SWEDYK  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
09/11/2014 12:02 PM

REC FEE: 44.00  
PAGES: 5  
DOC TYPE: WD

# MEDINA COUNTY RECORDER

## COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

This Conveyance has been examined and the  
Signer has complied with Section 319.202 of  
the Revised Code. 9/11/2014  
1.00 FEE \$  
EXEMPT ✓  
Michael Kovack, DCA Medina County Auditor

ODOT LPA RE 801  
Rev. 09/2012

Warranty Deed  
LPA

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Medina County Commissioners, the Grantor(s) herein, in consideration of the sum of \$0.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 11 WDV

MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
PARCEL NO. FOR REFERENCE ONLY AND WILL NOT BE  
Medina County Current Tax Parcel No. 028-19C-04-009 VALID AFTER TRANSFER.  
Prior Instrument Reference: Warranty Deed Instrument No. 1998OR001028, Medina County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) declines a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or

transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Patricia G. Geissman, President of the Board of County Commissioners of Medina County, pursuant to a resolution passed on August 19, 2014, has hereunto subscribed her name on the 19<sup>th</sup> day of August, 2014.

BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY

By: Pat Geissman  
Patricia G. Geissman, President

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 19 day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Patricia G. Geissman, who acknowledged being the President of the Board of County Commissioners of Medina County and who acknowledged the foregoing instrument to be the voluntary act and deed of the Board of County Commissioners of Medina County.

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



LAURA J. LABAK  
Notary Public - State of Ohio  
My Commission Expires  
August 2, 2016

Laura J. Labak

NOTARY PUBLIC  
My Commission expires:

Aug. 2, 2016

This document was prepared by: the City of Medina.

**EXHIBIT A**

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 11-WDV *AM*  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1743 and being part of parcel conveyed on June 05, 1998 to Medina County Commissioners by Document No. 1998OR001028 of the Medina County Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 463.42 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the northwest corner of Medina City Lot 1743 the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 113.67 feet to an Iron Pin Set;
2. thence South 00 degrees 03 minutes 47 seconds West along the easterly line of Medina City Lot 1743 a distance of 8.00 feet to an Iron Pin Set;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 113.66 feet to an Iron Pin Set and the west line of said Lot 1743;
4. thence North 00 degrees 01 minutes 05 seconds West a distance of 8.00 feet to an Iron Pin Set and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-009 and contains a gross take of 0.0209 acres more or less.

EXHIBIT A

RX 251 WDV

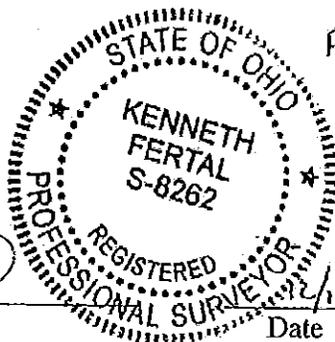
Page 2 of 2

Rev. 05/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

Legal Approved  
Date 1-8-2013  
By Scott Mink

**ORDINANCE NO. 193-14**

**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR MEDINA PLATING & POWDER.**

**WHEREAS:** Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

**WHEREAS:** As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

**WHEREAS:** The Business Development Committee recommended the attached grant agreement for Medina Plating & Powder.

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

**SEC. 1:** That the Job Creation Grant Agreement #JCG10 for Medina Plating & Powder is hereby authorized.

**SEC. 2:** That the Mayor is hereby authorized to execute all documentation associated with the Grant.

**SEC. 3:** That a copy of the Job Creation Grant Agreement is marked Exhibit A, 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**

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG10-MedinaPlating14  
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Medina Plating & Powder with its main offices located at 940 Lafayette Road, Medina, Ohio 44256 (hereinafter referred to as "Company"), and is dated as of October 31, 2014.

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, Medina Plating & Powder is desirous of expanding 910 Lake Road, Medina, Ohio 44256 in the city by constructing a powder coating line and installing a zinc nickel plating line to create 20 new full time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Medina Plating & Powder with incentives available for the development of the PROJECT; and

WHEREAS, Medina Plating & Powder has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, Medina Plating & Powder has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of Medina Plating & Powder and has recommended the same to Medina City Council on the basis that Medina Plating & Powder is qualified by financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. Medina Plating & Powder shall install a zinc nickel plating line and will construct a powder coating line at the facility located at 910 Lake Road, Medina, Ohio in order to create 20 new full time positions.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$7,920,000(dollars) the PROJECT.
- B. The PROJECT will involve a total investment, plus or minus 10%, by Medina Plating & Powder as follows:

1. Acquisition of Buildings	\$700,000
2. Additions/New Construction	\$200,000
3. Improvements to existing buildings	\$200,000
4. Machinery & Equipment	\$6,800,000
5. Furniture & Fixtures	\$20,000
<b>TOTAL</b>	<b>\$7,920,000</b>

- C. The Project will begin approximately October of 2014 and will be completed approximately March 30, 2015.

3. Job Creation and Retention.

- A. Medina Plating & Powder shall create in the City of Medina within a time period not exceeding a 3 year period after the completion of the aforesaid project, the equivalent of 20 new full-time permanent job opportunities in the City of Medina.

- 1) Medina Plating & Powder schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
2014	3
2015	12
2016	5

- B. The job creation period begins approximately October 1, 2014 and all jobs will be in place by December 31, 2016.
- C. The Company currently has 52 employees at the project site. The Company currently has 52 employees in the City of Medina. In total, the Company has 52 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$750,000 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.
- E. The retention of the existing jobs in Medina will maintain the current gross annual payroll in Medina of \$1,350,000.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
6	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be \$4,687.50. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)
- C. To receive a grant in any given year, Medina Plating & Powder must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Medina Plating & Powder does not achieve at least 90% of new payroll projections, Medina Plating & Powder shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If Medina Plating & Powder fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If Medina Plating & Powder has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, Medina Plating & Powder will receive its annual grant payment.
- (4) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

## 5. Grant Payments.

### A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2014. The initial grant payment shall be made by approximately June 30<sup>th</sup>, 2015 (following year), provided that Medina Plating & Powder files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2015, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Medina Plating & Powder to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Medina Plating & Powder is not able to

meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. **Timing of Annual Grant Payments.** Annual grant payments shall be made by June 30th of the following year, provided that **Medina Plating & Powder** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **Medina Plating & Powder** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **Medina Plating & Powder** to advise the Economic Development Director of the filing extension.
  - C. **Use of Grant Payments.** Grants shall be allocated by **Medina Plating & Powder** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.
6. **Payment of Taxes and Filing Reports and Returns.** **Medina Plating & Powder** shall pay all taxes and shall file all tax reports and returns as required by law. If **Medina Plating & Powder** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. **Information for Annual Review.** **Medina Plating & Powder** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Medina Plating & Powder** compliance with the Agreement.
8. **Maintenance of Grant.**
- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
  - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **Medina Plating & Powder** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. **Certification as to Payment of Taxes.** **Medina Plating & Powder** certifies that at the time this Agreement is executed, **Medina Plating & Powder** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the

State of Ohio, and does not owe delinquent taxes for which **Medina Plating & Powder** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed **Medina Plating & Powder** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Medina Plating & Powder**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Medina Plating & Powder** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **Medina Plating & Powder** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **Medina Plating & Powder** in all pertinent respects.
12. Termination or Modification of Incentives.
  - A. If **Medina Plating & Powder** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
  - B. If **Medina Plating & Powder** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
  - C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
  - D. If **Medina Plating & Powder** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **Medina Plating & Powder's** breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if **Medina Plating & Powder** fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if **Medina Plating & Powder** has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny **Medina Plating & Powder** the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
  - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) **Medina Plating & Powder** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 6 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and **Medina Plating & Powder** shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date **Medina Plating & Powder** moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 6 year period beginning on the effective date of this Agreement; or within ten (10) days from the date **Medina Plating & Powder** is notified by the City of Medina that any tax certification is fraudulent.

- G. **Medina Plating & Powder** or successor entity shall promptly notify the City of Medina if any of the following events occur:
  - (i) If control of **Medina Plating & Powder** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
  - (ii) If **Medina Plating & Powder** merges with another entity or
  - (iii) If **Medina Plating & Powder** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of **Medina Plating & Powder** or its successor entity to perform substantially the obligations of **Medina Plating & Powder** under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of **Medina Plating & Powder**" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of **Medina Plating & Powder's** board of directors.

- H. Each provision for modification or termination hereunder shall not affect **Medina Plating & Powder's** obligations or the City of Medina's rights under any other provision of this Agreement.
13. Fees. **Medina Plating & Powder** shall pay an annual fee of \$ 500 (five hundred dollars) in each year that **Medina Plating & Powder** receives a grant payment upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to: Dennis Hanwell, Mayor  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

With a copy to: Director of Law– City of Medina  
Gregory Huber  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

If to **Medina Plating & Powder** to:

Shawn Ritchie, President  
Medina Plating & Powder  
940 Lafayette Road  
Medina, Ohio 44256

or such other address as may be noticed.

15. Condition Precedent. Medina Plating & Powder and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Medina Plating & Powder, by Shawn Ritchie, its President, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSED BY:

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

WITNESSED BY:

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

CITY OF MEDINA

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

Title: Mayor

Medina Plating & Powder

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

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

The legal form and correctness of the within instrument is hereby approved.

DIRECTOR OF LAW— CITY OF MEDINA

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

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

**ORDINANCE NO. 194-14**

**AN ORDINANCE AMENDING ORDINANCE NO. 154-07, PASSED SEPTEMBER 24, 2007, RELATIVE TO THE ADOPTION OF THE JOB CREATION GRANT PROGRAM NEW GUIDELINES AND APPLICATION.**

**WHEREAS:** Ordinance No. 154-07, passed September 24, 2007, authorized the adoption of the Job Creation Grant Program, allowing for the use of governmental resources for the promotion of economic development in the community as per Article VIII, Section 13 of the Ohio Constitution; and

**WHEREAS:** That the Economic Development Committee has met and recommended to make revisions/changes to the program guidelines and application to ensure that the program reflects an incentive based on today's economy.

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

**SEC. 1:** That Ordinance No. 154-07, passed September 24, 2007, is hereby amended by accepting the new program guidelines and application described in Exhibit A, attached hereto and made a part hereof.

**SEC. 2:** That the new guidelines and application will be effective beginning December 24, 2014.

**SEC. 3:** That a copy of the old guidelines and application are marked Exhibit B, attached hereto and made a part hereof.

**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**



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## JOB & PAYROLL CREATION GRANT PROGRAM

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### PROGRAM DESCRIPTION

The City of Medina established the Job Creation Grant Program to offer incentives to eligible businesses to establish or expand in the City of Medina and to create and retain jobs. The City may offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina. A company must be considering a location and a capital investment.

The grant would only apply to the jobs and payroll created after the effective date of the grant agreement. Upon application, the city may issue a notice to proceed that is subject to all approvals.

### ELIGIBILITY

The program is available to businesses considering a location or expansion in the City of Medina.

Retail businesses and non-profits are not eligible.

A company not yet located in Medina must create within a 3 year period a minimum of 10 new full time or full time equivalent jobs within the City of Medina and a minimum payroll of \$330,000 new to the City of Medina.

A company already located in Medina and expanding at its current facility or expanding at a new facility in Medina must create within a 3 year period an additional 10 new full time or full time equivalent jobs and \$330,000 in new payroll, while maintaining its current employment workforce and payroll.

Upon approval of Council, the minimum job creation and new payroll requirements may be adjusted in keeping with economic conditions by an amendment to this Job Creation Grant Program.

Grant payments start after the company meets its designated target. The company has a three year window to meet that target. (EX: If a company only needs two years to meet its job creation and payroll projections associated with "the project", then grant payments would start in year three)



**Exhibit A**  
**Ord. 194-14**

## **APPLICATION PROCEDURES**

Application forms are available from the Economic Development Director.

Upon submittal of a completed application to the Economic Development Director, the applicant will be contacted to meet with the Business Development Committee.

A quorum is required for an application meeting.

Approval of an application is made by a simple majority.

The approval of the application means that the applicant has met the preliminary terms of the grant and that an offer will be made to the applicant.

Offers will be made in writing to the applicant. The offer will be in the form of a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina and the length of the grant in years (see "Grant Offer Guidelines" paragraph). Upon the company's written acceptance of the offer, a legal agreement and accompanying legislation will be prepared for City Council's approval.

An application fee of \$500, in the form of a check payable to the City of Medina, shall be submitted prior to City Council's approval of the agreement. The fee is refundable if voted down or rescinded by either party.

## **BUSINESS DEVELOPMENT COMMITTEE**

The Business Development Committee is responsible for reviewing each application, for assuring that the application meets the guidelines as set forth in the Job Creation Grant Program, setting the annual percentage of the grant (see section titled "Grant Payments") and for annually reviewing each approved grant for adherence to their agreement.

The Committee shall consist of the Mayor, the Economic Development Director, one (1) member representative from industry, one member (1) representative from finance, and one (1) member of Council appointed by the President of Council. The term of the members shall be four years.



**GRANT OFFER GUIDELINES**

The maximum grant will be for 9 years and will be based on new payroll projections according to the following schedule:

<u>Payroll projected by end of Year 3</u>	<u>Length of grant</u>
\$330,000+ to 1 million	3 years
\$1 million+ to 2 million	4 years
\$2 million+ to 3 million	5 years
\$3 million+ to 5 million	6 years
\$5 million+ to 7 million	7 years
\$7 million + to 10 million	8 years
\$10 million+	9 years

The annual percentage of the grant, up to 40%, will be determined on a case-by-case basis by the Business Development Committee. Grant payments will be based on taxable wages of new jobs created that are eligible for city payroll associated with the project.

**GRANT PAYMENTS**

Payment to the company will be made by June 30<sup>th</sup> of each year, based on the previous year's performance, provided that the company files its "Annual Reconciliation of City Income Tax Withheld - Form S-W3" by February 28<sup>th</sup>. If the company requests an extension to file the "Annual Reconciliation of City Income Tax Withheld - Form S-W3", the City will make payment within 3 months after the extended filing date. The tax form may be downloaded from the Central Collection Agency site, [www.ccatax.ci.cleveland.oh.us](http://www.ccatax.ci.cleveland.oh.us).

If a company is not able to meet Year 1 projections due to a project start in the third or fourth quarter of the year, the first grant payment may occur in the year following the first full year of the project.

The amount of the grant will be calculated annually based on the company's performance in meeting its payroll and employment projections for the previous year. The grant will be awarded according to the schedule below:

<u>% of Payroll Projections Met</u>	<u>% of Grant Awarded</u>
90-100%	full grant (40%)
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year

For companies currently operating in Medina, total new payroll shall be used to determine the number of years of the grant.



**Exhibit A**  
**Ord. 194-14**

The amount of the grant will be based on payroll taxes, according to the above schedule, and employment. The company must achieve at least 75% of the job creation projection for the previous year. If payroll is within the acceptable range, but employment is less than 75% of projection, no grant shall be awarded for that year.

If the company exceeds its payroll projections, the amount of new payroll used as the basis for determining the annual grant payment in any given year shall not exceed 25% above the maximum projection for the entire project.

For purposes of calculating the amount of the grant each year, exercised stock options will not be included in annual payroll.

**TERMINATION OF AGREEMENT**

The date by which Year 1 projections must be met will be specified in the agreement. If a project start or occupancy of a project facility is delayed, the company may send a written request to the Economic Development Director for a one year extension. The extension may be approved by the Economic Development Director with notice to the Business Development Committee. If the project does not proceed as specified in the agreement or within the one year extension period, Council may rescind the agreement upon recommendation of the Business Development Committee.

If a company fails to meet 75% of its payroll or employment projections in three consecutive years at any time during the term of the agreement, City Council may rescind the agreement following an annual report by the Economic Development Director on the status of all agreements.

If a project or occupancy of a project facility begins in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of the year and the company is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 shall be considered the first full year of occupancy.

**PAYBACK PROVISIONS**

Each agreement will include a payback provision if the company leaves the City of Medina during the term of the agreement.

**ANNUAL REPORTING & MONITORING**

Upon the City's request and on forms provided by the City, companies must submit an annual Job Creation Grant report documenting employment, payroll and investment performance. This report will be requested annually following the February 28<sup>th</sup> deadline for submittal of "Reconciliation of City Income Tax Withheld - Form S-W3".



**Exhibit A**  
**Ord. 194-14**

Annual performance reports will be reviewed by the Economic Development Director and Finance Director, with a report to the Business Development Committee and Council.

For every year that a company receives a grant, an annual monitoring fee of \$500 will be charged to the company.

Annual monitoring will require a representative from the company to attend a meeting with the Business Development Committee and/or a site visit by a city representative.

### **PROGRAM FUNDING**

Funding for the program will come from non-tax generated revenues, including but not limited to interest income, permit fees, services charges, activity fees, tax incentive application and monitoring fees.



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

ORD 194-14  
EXH A

The following is an application to the City of Medina located in the County of Medina by \_\_\_\_\_, hereinafter referred to as the company, for Job Creation Grant Incentives.  
(company name)

**I. General Information**

**Applicant Company Name** \_\_\_\_\_

**Home or Main Office Street Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip code** \_\_\_\_\_

**Local Project Site Street Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip code** \_\_\_\_\_

**Contact Person Name** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Email** \_\_\_\_\_

**Nature of business** (manufacturing, distribution, wholesale, retail, residential or other)  
\_\_\_\_\_

**Standard Industrial Codes** that apply to the products produced by the enterprise.

**SIC Code #** \_\_\_\_\_ **NAICS Code #** \_\_\_\_\_

**SIC Code #** \_\_\_\_\_ **NAICS Code #** \_\_\_\_\_

**Form of business** (corporation, partnership, proprietorship, or other).  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

**Name of principal owner(s) or officers of the company (attach list if necessary).**

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**Does the company owe:**

**A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?**

Yes \_\_\_\_\_ No \_\_\_\_\_ (please check)

**B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?**

Yes \_\_\_\_\_ No \_\_\_\_\_ (please check)

**C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?**

Yes \_\_\_\_\_ No \_\_\_\_\_ (please check)

**D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional sheets if needed).**

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**II. Financial Information & Project Information**

**Estimate the amount to be invested by the company to establish, expand, renovate or occupy a facility:**

		Total Amount
<b>A</b>	<b>Land</b>	\$
<b>B</b>	<b>Acquisition of Buildings</b>	\$
<b>C</b>	<b>Additions/New Construction</b>	\$
<b>D</b>	<b>Improvements to Existing Buildings</b>	\$
<b>E</b>	<b>Machinery &amp; Equipment</b>	\$
<b>F</b>	<b>Furniture &amp; Equipment</b>	\$
<b>G</b>	<b>Inventory</b>	\$
	<b>Total New Project Investment</b>	\$

Project will begin \_\_\_\_\_, 20\_\_ and be completed \_\_\_\_\_, 20\_\_.

**Project Description:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Business's reasons for requesting tax incentives (be quantitatively specific as possible)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**III. Employment & Payroll Information**

**A. State the company's current employment level in the City of Medina (for all locations) and the total of any other Ohio locations as well as annual payroll for those jobs:**

Current F/T Permanent Employees in Medina		Current Annual Payroll for F/T Permanent Employees in Medina	\$
Current F/T Employees in Ohio at locations outside of City of Medina		Current Annual Payroll for F/T Employees in Ohio at locations outside City of Medina	\$

**B. List proposed schedule for new hiring as a result of this project:**

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees				

**C. Estimate the amount of Payroll such NEW employees will add as a result of this project:**

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	\$	\$	\$	\$



CITY OF MEDINA  
JOB CREATION GRANT APPLICATION

#### IV. Certifications

Submission of the application expressly authorizes The City of Medina  
(Name of Local Jurisdiction)

to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

\_\_\_\_\_  
Name of Property/Business Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

#### Application Fee:

- **A non-refundable fee of \$500.00 is to be submitted with this application. A copy of the application will be attached to the final Job / Payroll Creation Grant Program Agreement, which must be submitted to City Council for approval.**

**ORDINANCE NO. 195-14**

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

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

- SEC. 1:** That the Finance Director is hereby authorized to make the following fund transfers:
- \$60,000.00 from 001 General Fund to 140 Parking Fund
- SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

**ORDINANCE NO. 196-14**

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

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

**SEC. 1:** That the Finance Director is hereby authorized to make the following fund advances:

- \$360,000.00 from (301) General Purpose Capital Fund to (307) Fire Capital Fund

**SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

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

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

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

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

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

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

**ORDINANCE NO. 197-14**

**AN ORDINANCE AMENDING ORDINANCE NO. 208-13,  
PASSED DECEMBER 9, 2013. (Amendments to 2014 Budget)**

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

**SEC. 1:** That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0707-56611 (Transfer to Parking Fund)	60,000.00 *
388-0714-52215 (IT Purchases)	7,500.00 *
388-0714-53315 (IT Purchases)	40,000.00 *
819-0220-53313 (Cemetery – 46 Wreaths)	11,250.00 *
301-0110-54417 (Fire Cap-Vehicle)	625,000.00 *
301-0707-56615 (Gen Purpose Cap-Advances Out)	360,000.00 *
307-0707-56615 (Fire Cap-Advances Out)	360,000.00 *
389-0610-52226 (Muni Court-pump installation)	1,288.03 *
389-0610-53322 (Muni Court-pump installation)	200.00 *
389-0610-54412 (Muni Court-pump installation)	786.00 *
547-0650-51123 (Airport)	1.01 *
547-0650-52212 (Airport)	650.00 *
547-0650-52213 (Airport)	4,214.00 *
547-0650-52215 (Airport)	165.24 *
547-0650-53314 (Airport)	24,463.90 *
108-0610-52215 (Street Repair)	2,000.00 *
108-0610-53315 (Street Repair)	500.00 *
108-0610-54411 (Street Repair)	230,000.00 *
108-0610-54414 (Street Repair)	50,000.00 *
108-0610-56615 (Street Repair-Advances Out)	240,000.00 *
514-0543-52215 (Tip Fees)	45,000.00 *
514-0543-50115 (Vacation/Retirement)	15,000.00 *
513-0533-50112 (Water Operations)	55,000.00 *
513-0533-52212 (Water Operations)	125,000.00 *
513-0533-52224 (Engineering Services)	5,395.00 *
115-0610-54414 (Street Resurfacing)	18,000.00 *
115-0610-54416 (Street Light/Signal Repair)	10,000.00 *
301-0381-54411 (Fountain – Bicentennial Commons)	28,000.00 *

**SEC. 2:** That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
105-0610-54417 (Street Resurfacing)	18,000.00 *
105-0610-54417 (Street Light/Signal Repair)	10,000.00 *

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

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

\* - new appropriation

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**