

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

January 24, 2022  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (January 10, 2022)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Confirmation of Mayor's committee appointments.**

Jeanne Pritchard – Cemetery Commission – exp. 12/31/23 (filling vacancy)  
Richard Melzer – Shade Tree Commission – exp. 12/31/25  
Stephanie Mueller – Uptown Park Advisory Committee – exp. 12/31/24

Robert Mueller – Emerging Technology Advisory Committee – exp. 12/31/24  
Ariel Bly – Emerging Technology Advisory Committee – exp. 12/31/24  
Rick Kirby – Emerging Technology Advisory Committee – exp. 12/31/24

**Confirmation of Council appointment.**

Jessica Hazeltine – Medina County Planning Commission – Exp. 12/31/22

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 10-22, Ord. 11-22, Ord. 12-22, Ord. 13-22

Ord. 10-22

An Ordinance authorizing the payment to Software Solutions Inc. (SSI) for annual support services for the City's VIP Professional Accounting System.

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Ord. 11-22

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the Ohio Patrolmen's Benevolent Association (OPBA) and the City of Medina to establish temporary 12-hour work shifts for some members of the Police Department.  
(emergency clause requested)

Ord. 12-22

An Ordinance authorizing the expenditure to Central Square Technologies for the subscription and annual maintenance agreement for the Computer Aided Dispatch and Report Management System for the Police Department.

Ord. 13-22

An Ordinance authorizing the Mayor to execute the Approval Letter for the expenditure to Musco Sports Lighting, LLC for the Reagan Park Field #4 Lighting Project.  
(emergency clause requested)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL

Monday, January 10, 2022

**Call to Order:**

Medina City Council met in regular session on Monday, November 22, 2021 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III who led in the Pledge of Allegiance.

**Oath of Office:**

Regina Haire – Ward 3 Councilwoman  
Councilman Bill Lamb held the bible and Mayor Hanwell swore her in.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Nino Piccoli, Patrick Patton, Police Chief Kinney, Fire Chief Walters, Kimberly Marshall Andrew Dutton and Jansen Wehrley.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, December 13, 2021, and Organizational meeting on January 5, 2022 as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance Committee met prior to this evening's Council meeting and will meet again on Monday, January 24, 2022.

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

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Bill Lamb had no report.

Streets & Sidewalks Committee: Mrs. Haire had no report.

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

Emerging Technologies Committee: Mr. Rose stated there is one opening for the Advisory Committee if anyone is interested please send him an email [prose@medinaoh.org](mailto:prose@medinaoh.org).

**Requests for Council Action:**

Finance Committee:

22-001-1/10 – Budget Amendments

22-002-1/10 – Expenditure – Software Solutions / Annual Support

22-003-1/10 – 12 Hour Shifts for Patrol Officers & Sergeants – Police

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- 22-004-1/10 – Expenditure – Central Square – Maintenance Agreement – Police
- 22-005-1/10 – Expenditure Over \$15,000 – MNJ Technologies – Police
- 22-006-1/10 – Expenditure Over \$15,000 – Vance’s Law Enforcement – Police
- 22-007-1/10 – Authorization for land negotiation – 2000 Medina Road
- 22-008-1/10 – Cooperative Purchase (ARPA Funds) – Musco Lighting – Reagan Park, Field #4

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor** – Wished everyone Happy New Year.

- A. Welcome- Councilwoman Regi Haire, as well as re-elected Council members At-Large Paul Rose and Councilwoman Jess Hazeltine
- B. Thank you to all staff at Medina City Hall for their patience and understanding during the city hall renovation projects that have taken place over last two years. Operations continued uninterrupted and staff handled the noise, dust, and general disruption admirably.
- C. Congratulations to MPD Special Officer Rick Grice. Rick retired after serving 52 years as a Special. His father served in Specials and his two sons- Todd did and has been a fulltime officer with Medina Police Department; Terry served on Specials then went to full-time officer and eventually Chief of Montville PD. Terry is now the Sheriff of Medina County. Rick’s son in law also served on specials and is currently a full-time officer for Wadsworth PD. Congratulations and well-done sir!
- D. Martin Luther King service - I am honored to be the featured speaker at this year’s annual MLK service. The service will be at First Baptist Church, 3646 Medina Road, Medina on Monday, January 17, 2022 at 7 p.m. I hope to see you there.

**Keith Dirham, Finance Director**, stated Happy New Year everyone. There are a few items on the agenda that he will address.

**Greg Huber, Law Department**, was not in attendance.

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

**Chief Walters, Fire Department**, had no report.

**Kimberly Marshall, Economic Development Director**, Happy New Year to all. Nothing to report this evening.

**Jansen Wehrley, Parks and Recreation Director**, reminded public of the opportunities at the recreation center. Focus on fitness January special 5 visit – punch card. Some improvements underway and are expecting ten new treadmills as well as new flooring in community room A which is now a fitness studio.

**Dan Gladish, Building Official**, was not in attendance.

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

**Patrick Patton, City Engineer**, had no report.

**Andrew Dutton**, Planning Community Development Director, stated the next Comprehensive Plan Steering Committee meeting will be held on Wednesday, January 19<sup>th</sup>.

**Confirmation of Mayoral appointment**

Historic Preservation Board – Patty Stahl (business owner) – exp. 12/31/25

Mr. Shields moved to confirm the Mayor’s appointment, seconded by Mr. Simpson. The roll was called and motioned passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

**Motion by Council to authorize designee for public records training.**

Motion to designate Clerk of Council, Kathy Patton to act as the Mayor and Council’s designee to attend public records training as required by Sections 149.43 and 109.43 of the Ohio Revised Code.

Mr. Shields moved to designate Clerk of Council Kathy Patton as the Mayor and Council’s designee for public records training, seconded by Mr. Simpson. The roll was called and motion was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

**Notices, communications and petitions:**

**Liquor Permit:**

Mr. Shields moved not to object to the issuance of a D-1 permit to Chancote, LLC, 871 N. Court Street, Medina, seconded by Mr. Simpson, and approved by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

**Unfinished Business:**

There was none

**Introduction of Visitors:**

There were none.

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

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Res. 001-22, Ord. 002-22, Res. 003-22, Ord. 004-22, Ord. 005-22, Ord. 006-22, Res. 007-22, Ord. 008-22, and Ord. 009-22. The roll was called and the motion passed with the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Res. 001-22:**

**A Resolution authorizing an application for grant assistance from the Ohio Department of Mental Health and Addiction Services SFY 2022 Specialized Dockets Subsidy Project**

**Funding Grant for the Medina Municipal Court.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 001-22, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 001-22 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 002-22:**

**An Ordinance authorizing an expenditure of not to exceed \$66,500 to Epic Aviation LLC for the purchase of Jet-A-Fuel at the Medina Municipal Airport.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 002-22, seconded by Mr. Simpson. Mr. Dirham stated this is to cover aviation fuel / jet fuel for the year. The roll was called and Ordinance/Resolution No. 002-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

**Res. 003-22:**

**A Resolution requesting the County Auditor to make tax advances during the year 2022 pursuant to Ohio Revised Code Section 321.34.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 003-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 003-22, seconded by Mr. Simpson. Mr. Dirham stated that the resolution is as it states to request advances on the property taxes. If we don't formally make this request we don't get the money until they do the final settlements. The emergency clause is because the first one of these advances is within the time that it would not be effective. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine. The roll was called and Ordinance/Resolution No. 003-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

**Ord. 004-22:**

**An Ordinance authorizing the purchase of twenty (20) pieces of Matrix Ultra and Aura Selectorized Weight Equipment through Johnson Heath Tech North America for the Recreational Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 004-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 004-22, seconded by Mr. Simpson. Mr. Wehrley stated this is to replace 20 pieces of Selectorized equipment that has been with the facility since 2002. We are using Carryforward funds for this purchase. Price includes trade-in of \$7,000.00. Emergency requested due to the quote only being good until January 31, 2022. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 004-22 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Ord. 005-22:**

**An Ordinance amending Section 31.02(E) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Salary Schedule pertaining to Lifeguards and Water Safety Instructors at the Medina Community Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 005-22, seconded by Mr. Simpson. Mr. Wehrley stated they are

having a hard time recruiting new lifeguards and retaining those that we have due to the ongoing minimum wage increases. After performing a study with other facilities nearby, they would like to make the pay comparable to the average lifeguard rates. New payrates would be effective immediately for all new hires and then existing staff would be re-evaluated and step recommendations made based on their level. The roll was called and Ordinance/Resolution No. 005-22 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 006-22:**

**An Ordinance authorizing the Mayor to execute Consent Legislation with the Ohio Department of Transportation (ODOT) to complete a sign replacement project at various locations in the City of Medina.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 006-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 006-22, seconded by Mr. Simpson. Mr. Patton stated this legislation was requested by ODOT they have a project for this summer to replace various signs along SR 3 throughout the city. Emergency clause is needed because ODOT forwarded this legislation to us mid-December and asked us to return to them by December 31<sup>st</sup>. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 006-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

**Res. 007-22:**

**A Resolution amending Resolution No. 153-21, passed September 13, 2021, relative to Section 1, Allocation of Funds for the Small Cities PY21 Community Development Block Grant (CDBG) Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 007-22, seconded by Mr. Simpson. Mayor Hanwell stated it appears they just wanted to round off the numbers. The total grant is still \$150,000.00. The roll was called and Ordinance/Resolution No. 007-22 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

**Ord. 008-22:**

**An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 008-22, seconded by Mr. Simpson. Mr. Dirham stated the first line should be amended to account #107-0107 instead of #106-0101 this is a donation that the Fire Department received. The second one is the ARPA funds that we are moving from one line to another and the third one is a Bicentennial stamp. The roll was called and Ordinance/Resolution No. 008-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

**Ord. 009-22:**

**An Ordinance amending the Rental Fees for the Medina Community Recreation Center, and repealing all previous Ordinances pertaining to Rental Fees.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 009-22, seconded by Mr. Simpson. Mr. Wehrley stated they are currently operating without a rental coordinator and have not done official rentals since COVID

started. This request is to streamline our birthday parties and meeting room bookings and offer those online so we can reduce staff time and operate as lean as possible. This request will also eliminate outdated party packages and services that they used to provide and no longer intend on providing in the future. The emergency clause is requested due to them not having a rental coordinator and are trying to operate as lean as possible and increase their revenues and are receiving a number of rental requests recently. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 009-22, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yeas of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 009-22 passed by the yeas of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Council Comments:**

Mr. Simpson congratulated Regi Haire and stated it is a pleasure sitting next to her. He acknowledged Mr. Grice and his years of service to the City of Medina. Happy New Year to everybody! With everything going on in our nation and around the world just remember to be kind to one another. Try and put a smile on someone's face it can make such a difference.

Mr. Shields also congratulated Mr. Grice as well, he and his family are all about community service and all about Medina. Jim welcomed Regi to council stating he is looking forward to working with her again.

Mr. Lamb congratulated Regi also, stating it's good to have her here - 5 men and two women will create an interesting balance. Bill thanked Rick Grice for all his years of service and mentioned that Rick Grice played a key roll in the city saving and purchasing the Airport that became Medina Airport. He also had a key role in drafting the legislation that created the Historic Preservation Board and so much more - Christmas lights in the square, expansion of firehouses, and was an important person in saving the historic Munson house. Rick was also the first Planning Director that the city had.

Mr. Rose wished a Happy New Year to everybody and is looking forward to a hopeful 2022. Paul welcomed Regi Haire to council, and congratulated Rick Grice. Mr. Rose updated the public on the costs that the "Stop Government Waste Committee" has given the city in 2021 - an extra \$85,000.00 to our costs - taken out of the taxpayers General Fund to pay for extra legal fees for their lawsuits - which by the way, they've lost three. They may need to learn a lesson and quit wasting the city's money and STOP these STUPID lawsuits. This money should be going towards city services, Police, Fire etc. Not to mention the opportunity costs that we also lost was \$200,000.00, by not being able to participate in the new Courthouse. So, \$285,000.00 because somebody doesn't like somebody else, which is ridiculous.

Mrs. Hazeltine stated she approves of her new seat mate and female power on council and welcomed Regi Haire to Council. Jessica stated they owe a great debt of gratitude to Rick Grice, stating she was unaware until Mr. Lamb shared all of the wonderful things Rick has done. She congratulated her dear friend Nick Hanek who has just been voted in as the Vice Mayor of the City of Brunswick.



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January 10, 2022

Regi Haire thanked everybody for welcoming her back to City Council and said she is looking forward to working with the city, administration, and fellow councilmembers and representing the residents of the City of Medina and Ward 3 residents.

There being no further business, the meeting adjourned at 8:01 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 10-22**

**AN ORDINANCE AUTHORIZING THE PAYMENT TO SOFTWARE SOLUTIONS INC. (SSI) FOR ANNUAL SUPPORT SERVICES FOR THE CITY'S VIP PROFESSIONAL ACCOUNTING SYSTEM.**

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

**SEC. 1:** That the payment of \$48,870.32 is hereby authorized to Software Solutions Inc. (SSI) for software maintenance of the Finance and Service Departments' VIP Professional Accounting System for the period of March 1, 2022 through February 28, 2023.

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

**SEC. 3:** That the funds to cover this payment are available as follows:

<u>Account No.</u>	<u>Department</u>	<u>Amount</u>
001-0707-53321	General Administration	\$25,412.57
106-0101-53321	Police	1,954.81
513-0531-53321	Water Office	7,330.55
513-0708-53321	Utility Billing	10,751.47
514-0541-53321	Sanitation	3,420.92

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 11-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) AND THE CITY OF MEDINA TO ESTABLISH TEMPORARY 12 HOUR WORK SHIFTS FOR SOME MEMBERS OF THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

**SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the Ohio Patrolmen's Benevolent Association (OPBA) and the City of Medina to establish temporary 12-hour work shifts for some members of the Police Department.

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

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin the new shift on February 13, 2022; 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**

**MEMORANDUM OF UNDERSTANDING  
OPBA and CITY OF MEDINA, OHIO**

ORD. 11-22  
Exh. A

Now comes the Ohio Patrolmen's Benevolent Association ("OPBA") and the City of Medina, Ohio ("Employer") who currently operate within the parameters of the collective bargaining agreement (hereinafter "Agreement") that covers all full-time **patrol officers** and **sergeants** through December 31, 2022; and state as follows:

WHEREAS, the Parties have reached an agreement to temporarily establish 12 hour work shifts for some members of the police department and,

WHEREAS, Parties recognize that portions of the Agreement conflict with the scheduling of 12 hour shifts; and,

WHEREAS, the parties recognize that the following changes are necessary to have the Agreement comport with the 12 hour shift schedule:

NOW, THEREFORE, the OPBA and Employer agree as follows: for the period of time from February 13, 2021, going forth and not to exceed a 6 month period, the Parties will implement a 12 hour shift work schedule for members of the Sergeant Division not assigned to a special unit. The parties also agree, that at the end of the temporary implementation period, the 12 hour shift schedule may continue only upon the mutual agreement of both parties. If the 12-hour shifts are continued beyond the initial six-month period, the City may discontinue the 12-hour shift schedules at any time with no less than thirty (30) days advance notice. The Parties also agree that if additional sections of the contract that are not identified in this Memorandum of Understanding are found to be affected by the 12 hour shift schedule the Parties will meet and negotiate additional amendments to the Memorandum of Understanding. If a mutual agreement cannot be met the 12 hour shift schedule will be terminated the next pay period. Further, if the 12 hour shift schedule is not continued, the Agreement will revert to the original terms and conditions as established at the signing of the Agreement.

The following Articles of the Agreement are modified as follows:

**ARTICLE 15 DUTY HOURS**

**Section 3.** For the purpose of the 12 hour shift schedule, the standard work schedule for the Officers shall consist of no more than eighty (80) hours in a fourteen (14) day work period.

The 12 hour shift schedule for the duration of the MOU shall be per the following example:

## **ARTICLE 16 - OVERTIME PAY AND COURT-TIME**

**Section 1.** If twelve-hour scheduling is utilized, all employees, for work performed or compensated in excess of the scheduled eight (8), ten (10) or twelve (12) hours per day or in excess of eighty (80) hours during a fourteen (14) day period, except sick days per Article 19, shall be compensated at the rate of time and one-half.

## **ARTICLE 18 - VACATIONS**

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

C. **Basic Work Week.** A basic work week as used in Article 15. For the purpose of scheduling vacations while on a 12 hour shift, the vacation week shall be a 40 hour week and the remaining schedule for that pay period shall continue as scheduled without causing overtime.

## **ARTICLE 19 - SICK LEAVE**

**Section 3.** An employee shall be permitted to convert two (2) days (either twelve (12), ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either twelve (12), ten (10) or eight (8) hours) of additional stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

**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, not to exceed 24 total hours. Employees may earn an additional four (4) stress days, not to exceed 48 total hours, pursuant to Article 20. The stress days shall be either twelve (12), ten (10) or eight (8) hours days according to the employees work schedule.

**ARTICLE 28-SHIFT DIFFERENTIAL**

**Section 1.** During the duration of the trial 12 hour shift schedule, there is hereby granted a fifty cent (\$0.50) hourly pay differential for employees assigned to working between the hours of 1600 hours through 0700 hours.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ORDINANCE NO. 12-22**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO CENTRAL SQUARE TECHNOLOGIES FOR THE SUBSCRIPTION AND ANNUAL MAINTENANCE AGREEMENT FOR THE COMPUTER AIDED DISPATCH & REPORT MANAGEMENT SYSTEM FOR THE POLICE DEPARTMENT.**

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

- SEC. 1:** That the expenditure to Central Square Technologies (formerly Zuercher Technologies) for the subscription and annual maintenance Agreement for the Police Department Computer Aided Dispatch & Report Management System, is hereby authorized.
- SEC. 2:** That the funds to cover this expenditure in the amount of \$45,804.14 are available in Account No. 106-0102-52215.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be 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. 13-22****AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE APPROVAL LETTER FOR THE EXPENDITURE TO MUSCO SPORTS LIGHTING, LLC, FOR THE REAGAN PARK FIELD #4 LIGHTING PROJECT, AND DECLARING AN EMERGENCY.**

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

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

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

- SEC. 1:** That the Mayor is authorized to execute the Approval Letter for the expenditure to Musco Sports Lighting, LLC, for the purchase and installation of the Reagan Park Field #4 Lighting Project, utilizing the Sourcewell Cooperative Purchasing Contract #071619-MSL, is hereby authorized for the Parks Department.
- SEC. 2:** That a copy of the Approval Letter is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That the funds to cover this purchase, in the amount of \$252,210.00, are available in Account No. 171-0309-54411. This project has been identified as an eligible use of American Rescue Plan funding and was approved by our legal counsel.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete the project prior to baseball season; 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**

**Quote**

Date: January 3, 2022  
 To: Jansen Wehrley

Project: Medina Reagan Park Field 4  
 Medina, OH  
 Ref: 194756

**Sourcewell**

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023  
 Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
 Sourcewell purchase – contract number: 071619-MSL

**Quotation Price – Materials Delivered to Job Site and Installation**

<b>300' radius Baseball/Softball – IES Class IV Lighting (30fc infield/20fc outfield) .....</b>	<b>\$ 243,900.00</b>
<b>Demo and removal of existing wood poles, overhead wiring and existing fixtures.....</b>	<b>\$ 8,310.00</b>
<b>Total .....</b>	<b>\$ 252,210.00</b>

Taxes are not included. Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

**Light-Structure System™ with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of 30fc infield/20fc outfield and uniformity of 2:1 infield/3:1 outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- (6) Pre-cast concrete bases with integrated lightning grounding
- (6) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (6) Factory wired poletop luminaire assemblies
- (32) Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies
- UL Listed assemblies

**Environmental Light Control**

- Spill light minimized at 150' from the field to 0.10 horizontal footcandles maximum
- Off-site glare light minimized at 150' from the field to 3760 maximum candela by fixture

**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance/warranty program that covers materials & onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



## ***Installation Services Provided***

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- Disconnect and remove old HID fixtures, poles and overhead wiring from site
- Engineering and permits with the city of Medina
- Receive and Unload Musco materials
- Installation of foundations based upon standard soils. If soils are found to be unsuitable and require non-standard foundation design, additional cost may apply and be at the owner's expense
- Assembly and installation of Musco poles and fixtures
- Installation of power to each of the 6 poles based upon 240v single phase existing power
- All wiring to be copper, conduit below grade will be PVC, above grade will be GRC
- Backfill of all ditches and poles, final grading and seeding will be by others and not included in this quote

## ***Payment Terms***

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Amanda Hudnut  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

All purchase orders should note the following:  
Sourcewell purchase – contract number: 071619-MSL

## ***Delivery Timing***

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10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

## ***Notes***

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Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, Single Phase electrical system requirement.
- Structural code and wind speed = IBC 2015, 115mph, Ohio 2017 Building Code
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system as described by a licensed contractor
- No geotechnical report was provided. Assumes standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brandon Werling  
Field Representative  
Musco Sports Lighting, LLC  
Phone: 614-499-4406  
E-mail: brandon.werling@musco.com



Project Submittal Approval Letter

January 3, 2022

Jansen Wehrley  
City of Medina  
785 E Washington St  
Medina, OH 44256

RE: Reagan Park Field 4  
Project #194576

Dear Jansen Wehrley

This serves as approval for submittals provided by Musco Sports Lighting, LLC. Please review the enclosed documents and note changes where appropriate. Upon your approval, we can begin fabrication of the materials for your project. Any changes may result in delay of production, delivery, and additional costs.

We shall deliver equipment to the job site 10 -12 weeks, after submittal approval or release of order.

Please indicate your approval of these submittals in their entirety by signing below.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

*Please return one copy of this form to:*

Musco Sports Lighting, LLC  
2107 Stewart Road  
Muscatine, Iowa 52761

Toll Free: 800-756-1205  
Fax: 800-374-6402  
Email: [Lori.Harris@musco.com](mailto:Lori.Harris@musco.com)





# Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: Reagan Park Field 4 Project number: 194576  
Owner: City of Median City: Medina State: OH  
Covered product(s): Light-Structure System™ with TLC for LED™ technology  
Date issued: Date of Shipment Expiration: Date of Shipment + 25 years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

## Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary. Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

## Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

## Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

## Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

## Structural Integrity

Your project has been designed to IBC, 2015, 115mph, Exposure C  
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



# Musco Constant 25™

## 25-Year Product Assurance & Warranty Program

### Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control - TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

#### Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.  
  
You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.  
  
You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.
- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

#### 5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.**
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.**
- e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
- 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
- 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: \_\_\_\_\_

Vice President of Sales