

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

February 24, 2020
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (February 10, 2020)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 33-20

An Ordinance of the Council of the City of Medina, Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.

(emergency clause requested)

Ord. 34-20

An Ordinance of the Council of the City of Medina, Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.

(emergency clause requested)

Ord. 35-20

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

Ord. 36-20

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2020 Pavement Marking Program.

Ord. 37-20

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Project #1063 – Medina Municipal Airport: Remark Airfield.

Ord. 38-20

An Ordinance authorizing the Mayor to execute Consent Legislation with the Ohio Department of Transportation (ODOT) to complete a bridge replacement on SR 3 (Weymouth Road).

Ord. 39-20

An Ordinance authorizing the purchase of 29 Dell computers, 10 laptop computers and licenses from MNJ Technologies for various departments at the City of Medina.

Ord. 40-20

An Ordinance authorizing the purchase of a set of six (6) mobile column lifts for the Vehicle Maintenance Department from Tri-County Tool & Supply Co.

Ord. 41-20

An Ordinance authorizing the Mayor to enter into an agreement with Fair Dermody Consulting Engineers for engineering, design services and construction plans for the West Smith Road Railroad Bridge Repairs Project.

Ord. 42-20

An Ordinance ratifying the Agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436.

Ord. 43-20

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

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, February 10, 2020

Opening:

Medina City Council met in regular, open session on Monday, February 10, 2020. The meeting was called to order at 7:30 p.m. by President of Council John Coyne, Kaden Rodriguez from Boy Scout Troop #507 led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Lori Bowers, Greg Huber, Patrick Patton, Nino Piccoli, Lt. Birckbichler, Chief Painter, Kimberly Marshall, Dan Gladish, Mike Wright, and Jonathan Mendel.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on January 27, 2020 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Reports of Standing Committees:

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

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

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Heffinger announced he has a meeting scheduled for February 24th prior to Finance Meeting to discuss possibly installing lights on Reagan Parkway and also including an update on street projects for the year 2020.

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

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

20-027-2/10 – Budget Amendment

20-028-2/10 – Then & Now – Trident Insurance – Law Dept.

20-029-2/10 – Ratify Agreement with Teamsters Local 436

20-030-2/10 – Then & Now – Nature's Own Source, LLC – Street Dept.

20-031-2/10 – Exp. Upgrade City PC's / Laptops to Windows 10 – MNJ Technologies

20-032-2/10 – Expenditure – Software Solutions – Finance Dept.

20-033-2/10 – Discussion – Establish Steering Committee – Comprehensive Plan Update

20-034-2/10 – Bids – Job #1069 – 2020 Pavement Marking Program

20-035-2/10 – Bids – Project #1063 – Remark Airfield – Airport

20-036-2/10 – Consent Legislation w/ ODOT – Bridge Replacement SR 3 – Project #1046

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20-037-2/10 – Engineering Design Services – W. Smith Railroad Bridge Repairs
20-038-2/10 – City Hall Parking Deck Change Order – Stormwater Detention Location
20-039-2/10 – Cooperative Purchase – Mobile Column Lifts – Service Dept.

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported

- 1) Parking Deck - Construction of parking deck south of Medina City hall ceased for winter. Long term lots will be available at Castle Noel lot; Feckley lot on north side of Thyme2; County Courthouse parking deck; County Administration lot extension off E. Liberty Street; parking lot between W. Liberty and W. Washington with Huntington Bank drive through; Municipal Court lot is available on weekends and evenings; 3 hour lots were established at open areas of lot between Sully's and Porters as well as lot at the southeast corner of Elmwood and W. Liberty. City Hall customer parking along West Friendship adjacent to Medina County Historical Society. 2 handicap spaces outside northwest doors of Medina City Hall.
- 2) Utility drop boxes and post office mailbox moved to Municipal Court lot; mini library was placed at 3 hour lot at southeast corner of Elmwood and W. Liberty;
- 3) Annual Four Chaplains Service was held Wednesday, February 5, 2020 at 7 p.m. at St. Francis Xavier Church, 606 East Washington Street. Thank you to Councilmen Paul Rose and Jim Shields, Finance Director Keith Dirham, and Medina County Commissioner Bill Hutson for attending with me.
- 4) 26th Annual Ice Festival - February 14th – 21st. Presented by Elegant Ice Creations.

Lori Bowers, Deputy Finance Director, had no report.

Greg Huber, Law Director, had no report.

Lt. Birckbichler, Police Department, had no report.

Kimberly Marshall, Economic Development Director, Mrs. Marshall stated they held an ESID (Energy Special Improvement District) Board meeting today and discussed the 2020 plan to expand the district to Medina Township, Brunswick Hills Township and Brunswick. Moving forward and making progress. Councilwoman Jess Hazeltine joined them today and they gave her a crash course in PACE financing and the ESID District.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, had no report.

Mike Wright, Rec. Center Director, reported the next Rec Advisory Board meeting is next Thursday, February 20th at 7:30 a.m. at the Rec Center.

Jansen Wehrley, Parks and Recreation Director, was not in attendance.

Dan Gladish, Building Official, reported on Building Department activities and construction

projects. They continue to see increases in the yearly numbers of construction permits issued by the Building Department - 1,612 in 2019 compared to 1,565 in 2018. There has been a steady increase year after year for the past five years. He gave a quick list of some of the recently opened and soon to open restaurants, pubs and entertainment facilities: Foundry Social, The Farmers Table, Keller's Meats and Market, 1904 Brews Coffee, Beverage Shop, Sweet Mango's Thai Cuisine, Los Cantaritos Mexican Grille, Griddles Café, Janes Diner, Medina Brewery and Mad Brewery.

Patrick Patton, City Engineer, stated they received bids last week for the South Broadway Street Reconstruction of the brick road. The Board of Control awarded it to Fabrizi Construction for a total cost of \$1,168,000.00 and that is about 10% below what our project estimate was. This project is being partially paid for through a grant of \$432,000.00 and \$176,000.00 from Medina County to pay for the sanitary sewer. The city's portion is \$560,000.00.

Nino Piccoli, Service Director, stated that the service crews are working with the parks staff in preparation for the Ice Festival this weekend.

Confirmation of Council Appointments.

ESID Board – Jessica Hazeltine (City of Medina Rep.)

Mr. Shields moved to confirm council's appointment, seconded by Mr. Simpson. The roll was called and the confirmation was approved by the yeas votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Motion to remove inactive Pending Matter items.

Finance Committee

- 17-175-9/25 – Net Profit Tax Grant Incentive for Local Businesses
- 17-177-9/25 – Mandatory Retirement Age for Police & Fire Chief
- 17-205-11/13 – Discussion – Save Historic Tax Credits Campaign
- 18-084-4/9 – Clarification of Legal Level of Control for Appropriations
- 18-200-11/13 – Discussion of Potential Railroad Quiet Zones

Health, Safety & Sanitation Committee

- 17-117-6/12 – Curbside Recycling Program

Special Legislation Committee

- 16-116-7/11 – Explore Expansion of Historic District
- 17-100-5/22 – Develop Plan to Clean Up Blighted Areas of City (Code Enforcement)
- 18-106-5/4 – City of Medina – Gender Neutrality

Mr. Shields moved to remove inactive pending council matters, seconded by Mr. Simpson. Mr. Coyne explained that this just removes them from the active list. It doesn't mean you can't bring them up again. The roll was called and approved by the yeas votes of J. Coyne, J. Hazeltine, E.

Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Unfinished Business:

There was none.

Introduction of Visitors:

Erica Graffein from the County Auditor's Office reminded residents of the dog tag license, CAV, property owner new values and deadline to file complaint against value of property is March 31st, 2020.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 027-20:

An Ordinance authorizing the payment to Absolute Construction Services for the Private Home Rehabilitation at 533 S. Broadway as part of the PY18 CHIP Grant Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 027-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 027-20, seconded by Mr. Simpson. Mr. Mendel stated this is for a private rehab CHIP project and is just shy of \$33,000 and would like to do a P.O. request for that amount for any potential change orders that may come up. Emergency is requested so that the contractor may be paid in a timely matter. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 027-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 028-20:

An Ordinance authorizing the Mayor to solicit Requests for Qualifications (RFQ's)/Requests for Proposals (RFP's) for consulting services for the PY20 City of Medina Community Housing Impact and Preservation Program (CHIP) and Community Development Block Grant (CDBG) Program applications, including but not limited to Competitive Set-aside Programs, and to award RFQ/RFP to the successful bidder. Mr. Shields moved for the adoption of Ordinance/Resolution No. 028-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 028-20, seconded by Mr. Simpson. Mr. Mendel stated this is a solicitation process to assist us with our PY20 application process for state CHIP and other CDBG programs. Emergency is requested due to time restraints. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb. The roll was called and Ordinance/Resolution No. 028-20 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 029-20:

An Ordinance amending Ordinance No. 196-19, passed December 9, 2019, relative to the Purchase Agreement with the Medina County Park District for the purchase of three (3) acres of real property. Mr. Shields moved for the adoption of Ordinance/Resolution No. 029-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to

Ordinance/Resolution No. 029-20, seconded by Mr. Simpson. Mayor Hanwell stated they had to add \$500 to the original request for title work and did not realize the expense for the lot split would be more. We need to add \$2,000 to cover the unexpected fees. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 029-20 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Ord. 030-20:

An Ordinance authorizing the purchase of one (1) 2020 Ventrac 4500P Compact Tractor from Baker Vehicle Systems, Inc. for the Parks Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 030-20, seconded by Mr. Simpson. Mike Wright reported this ordinance is to authorize the purchase of one Ventrac 4500P compact tractor for the Parks Department utilizing the Sourcewell Contract. This unit will be replacing a 2007 model, which will be applied as a trade along with a 2009 Toro 3280D lawn mower. This purchase was identified in the parks budget for replacement in 2020. The roll was called and Ordinance/Resolution No. 030-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 031-20:

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Medina, Kokosing Materials Inc., Osborne-Medina and 1000 Lake Holdings LLC, relative to the maintenance, repair and operation of the Medina Rail Line. Mr. Shields moved for the adoption of Ordinance/Resolution No. 031-20, seconded by Mr. Simpson. Mr. Patton stated a MOU was passed in 2018 and in that they waived the access fees for all parties for 2018 and 2019. They maintained a per car user fee but waived the access fees. The MOU is the same but they are going to waive the fees once again for 2020. The roll was called and Ordinance/Resolution No. 031-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 032-20:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2020 Concrete Street Repair Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 032-20, seconded by Mr. Simpson. Mr. Patton stated this is their annual program for the miscellaneous street repair at locations all throughout the City of Medina. Mayor Hanwell thanked Patrick Patton stating they generally bid these later in the year which would many times put them in the fall after school has resumed and this year tried to move it up to get it awarded to get the ones by schools done during summer recess. The roll was called and Ordinance/Resolution No. 032-20 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Council Comments:

Mr. Simpson thanked the department heads stating it is only the second month of the year and they all already have a full plate, it's going to be another busy year.

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The last month or so he has been disheartened with the national politics and that affects all of us with all the negativity, the name calling, and finger pointing. He feels it is affecting the way we live our lives. This week we had a gunman enter a police department in the city of New York and open fire. We are teaching our children the wrong message, by not standing up and letting people know that what they are saying is not acceptable and he hopes as a community we will have it in our hearts to do so especially if you see someone talking negative about someone. We have to take some responsibility for that. Dennie asked that you write your senators (nationally), your congressmen, and tell them it is unacceptable. Be kind to one another. Be the best of yourself. Treat each other with respect.

Jessica Hazeltine announced she was going to do a shameless plug right now by telling you that sometime in late March will be the last time you will see her with the glorious mane of purple hair. This will be her 4th year shaving her head for St. Baldrick's. If you are interested in learning about that, it basically supports research for childhood cancer. Childhood cancer is very different from adult cancer, as it requires a lot of different research. With a lot of the larger charitable organizations that do cancer research a very small portion goes to childhood cancer. Go to St.Baldricks.org to contribute if interested.

Mr. Lamb gave a report on Quality of Life - Strategic Plan Goal.

Mr. Coyne stated April 15th is coming and it is not only tax day, but also our first budget meeting so everybody get ready!

Adjournment:

There being no further business before Council, the meeting adjourned at 8:03 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 33-20

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #101218 to Trident Insurance Services LLC for the Law Department.

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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 34-20

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #3450 in the amount of \$3,520.88 to Nature’s Own Source, LLC for the Service Department.

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 because of the immediate need for the authorization of expenditures, this Resolution 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. 35-20

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

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

SEC. 1: That the payment of \$38,191.65 is hereby authorized to Software Solutions Inc. (SSI) for software maintenance of the Finance and Service Departments' eGov Professional Accounting System for the period of March 1, 2020 through February 28, 2021.

SEC. 2: 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	\$19,859.65
106-0101-53321	Police	1,528.00
513-0531-53321	Water Office	5,729.00
513-0708-53321	Utility Billing	8,402.00
514-0541-53321	Sanitation	2,673.00

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.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 36-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2020 PAVEMENT MARKING PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2020 Pavement Marking Program in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$50,000.00, is available as follows: \$49,300.00 in Account #102-0610-54411, \$400.00 in Account #102-0610-53311, and \$300.00 in Account #102-0610-52214.

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. 37-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR PROJECT #1063 - MEDINA MUNICIPAL AIRPORT: REMARK AIRFIELD.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Project #1063 – Medina Municipal Airport: Remark and crack seal the Airfield at the Medina Municipal Airport in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$149,000.00, is available as follows: \$53,050.00 in Account #547-0659-54411 and \$95,950.00 in Account #109-0659-54411.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 38-20

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO COMPLETE A BRIDGE REPLACEMENT ON SR 3 (WEYMOUTH ROAD).

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

- SEC. 1:** That the Mayor be and is hereby authorized and directed to execute Consent Legislation with the Ohio Department of Transportation (ODOT) for Project #1046, to complete the bridge replacement on SR 3 (Weymouth Road) in the City of Medina.
- SEC. 2:** That a copy of said Consent Legislation is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 102738Project Name MED SR 0003 12.00

The following _____ enacted by the City of Medina of Medina County, Ohio,
(Ordinance/Resolution)
 hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform a bridge replacement on State Route 0003 over the Bradway Creek at straight line mileage 12.00 within the city of Medina in Medina County.

This project is currently scheduled for the 2020 construction season.

NOW THEREFORE, be it ordained by the City of Medina of Medina County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the city agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

The City will maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

SECTION V – Utilities and Right-of-Way Statement

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the city will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION V - Authority to Sign

The _____ of said City of Medina is hereby empowered on behalf
(Contractual Agent)
of the City of Medina to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 201____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

PID No. 102738

Project Name MED SR 0003 12.00

CERTIFICATE OF COPY
STATE OF OHIO
City of Medina of Medina County, Ohio

I, _____, as Clerk of the City of Medina of Medina County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Medina on this _____ day of _____, 201__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 201__.

(SEAL)
(If Applicable)

Clerk Signature
Village of Medina of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the Village of Medina of Medina County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____

ORDINANCE NO. 39-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF 29 DELL COMPUTERS, 10 LAPTOP COMPUTERS AND LICENSES FROM MNJ TECHNOLOGIES FOR VARIOUS DEPARTMENTS AT THE CITY OF MEDINA.

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.

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

SEC. 1: That the purchase of 29 Dell computers, 10 laptop computers and licenses from MNJ Technologies under State Purchasing Contract Number 534109 is hereby authorized.

SEC. 2: That the funds to cover this purchase, in the estimated amount of \$53,558.00, are available as follows: \$38,854.00 in Account #388-0714-53315, \$1,444.00 in Account #001-0701-53315, \$1,444.00 in Account #676-0746-53315, \$1,746.00 in Account #001-0703-53315, \$4,332.00 in Account #107-0110-53315, \$1,444.00 in Account #106-0101-53315, \$1,862.00 in Account #513-0533-53315, \$988.00 in Account #388-0714-53315, and \$1,444.00 in Account #388-0714-53315.

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. 40-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF A SET OF SIX (6) MOBILE COLUMN LIFTS FOR THE VEHICLE MAINTENANCE DEPARTMENT FROM TRI-COUNTY TOOL & SUPPLY CO.

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.

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

SEC. 1: That the purchase of a set of six (6) mobile column lifts from Tri-County Tool & Supply Co. through the Ohio Department of Transportation State Bid process, Cooperative Purchasing Contract Number RS#901319 is hereby authorized for use by the Vehicle Maintenance Department.

SEC. 2: That the funds to cover this purchase, in the amount of \$95,484.62, are available as follows: \$57,290.77 in Account No. 514-0543-54413, \$19,096.62 in Account No. 102-0610-54417, \$6,365.64 in Account No. 107-0110-54413, \$6,365.64 in Account No. 513-0533-54417, and \$6,365.64 in Account No. 676-0746-54413.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 41-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FAIR DERMODY CONSULTING ENGINEERS FOR ENGINEERING, DESIGN SERVICES AND CONSTRUCTION PLANS FOR THE WEST SMITH ROAD RAILROAD BRIDGE REPAIRS PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute an Agreement with Fair Dermody Consulting Engineers for engineering, design services and constructions plans for the West Smith Road Railroad Bridge Repairs, Project #1072.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$22,125.00 are available in Account No. 145-0630-52215.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein and is subject to the Law Director's final approval.
- 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



FAIR DERMODY
CONSULTING ENGINEERS

ORD 41-20
Exh. A

7 February 2020

Mr. Patrick Patton, PE
City of Medina, Ohio
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: West Smith Road Railroad Bridge Repairs

Dear Mr. Patton,

In response to City of Medina's request, Fair Dermody Consulting Engineers (FDCE) is pleased to provide this proposal for engineering services for the West Smith Road Railroad Bridge Repairs.

Introduction

The City of Medina plans to perform general maintenance and repairs to the City owned railroad bridge located over West Smith Road as a part of the West Smith Road Rehabilitation Project. The structure is a steel through plate girder with a ballasted deck, carrying a single railroad track, with a reinforced concrete substructure that was built in 1966. The overall condition of the structure is good. The repairs required would generally consist of preventative and basic maintenance procedures.

Project Understanding

The scope of the project is to perform any necessary repairs to the structure in order to prolong its useful life. The proposed repairs are non-structural and are intended to protect the structure from additional deterioration.

Scope of Work

FDCE will provide all necessary plans and technical specifications for the following:

- Clean and paint all exposed structural steel with a three-coat system.
- Pressure inject cracks in concrete abutments/wingwalls with epoxy.
- Perform surface repairs to delaminating and spalling concrete.
- Apply a penetrating sealer to all exposed concrete surfaces.
- Remove excessive vegetation along wingwalls.

Plans and specifications will include all necessary details and quantities for the City of Medina to facilitate the Bid Process.

A total of four (4) site visits are recommended throughout the duration of the project. The first site visit will entail two men (a Licensed P.E. and an Engineer Intern) field measuring the structure to quantify the extent of repairs in order to accurately provide an engineer's estimate. The remaining three site visits will entail one engineer for ½ day performing construction

inspection services at project milestones (30%, 60%, and 100% completion). This includes time for general correspondence between the City of Medina and the Contractor.

All design calculations, construction plan sets, and technical specifications will be in accordance with the A.R.E.M.A. Manual for Railway Engineering and the Ohio DOT Construction and Materials Specifications.

Basis of Billings and Budget Estimate

Billings for FDCE's professional services will be on a time and material basis for the above scope in accordance with the attached Schedule of Fees. Based on the proposed scope of work outlined above, we estimate the costs to execute to be approximately \$22,125.00 as provided below. This number represents a not to exceed price. We only bill for hours worked and the expenses we incur. Our presence in the surrounding area for other clients will likely result in savings throughout the project, especially when it comes to travel time and expenses.

Plans and Technical Specifications	\$4,500.00
Pre-Bid Meeting.....	\$2,800.00
• 1 Licensed Professional Engineer on site for 4 hours	
• Travel time and expenses	
Initial Site Visit and Engineer's Estimate.....	\$6,425.00
• 1 Licensed Professional Engineer on site for 8 hours	
• 1 Engineer Intern on site for 8 hours	
• Travel time and expenses	
(3) Construction Inspection Site Visits	\$8,400.00
• 1 Licensed Professional Engineer on site for 4 hours each visit	
• Travel time and expenses	

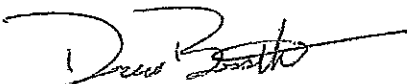
If additional tasks are required beyond this scope, FDCE can provide these services for an additional fee in accordance with the attached Schedule of Fees unless an additional proposal is requested.

Enclosed are terms and services for providing professional engineering to the City of Medina, Ohio. All work shall be in accordance with the attached *Statement of Terms and Conditions* and *Engineering-Rate-Schedule*.

We appreciate the opportunity to provide these services. If this proposal is agreeable, please sign and return a copy for our files. Otherwise, please call if you have questions concerning this matter.

Very truly yours,

Fair Dermody Consulting Engineers



Drew Bessette, P.E.
Project Engineer

Attachments: Engineering Rate Schedule
 Terms and Conditions

This Proposal for Services, Schedule of Fees, and Terms and Conditions for Engineering Services between the City of Medina, OH and FDCE, are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that they have full authority to act for, in the name, and on behalf of the City of Medina, OH.

City of Medina, OH

By: _____

Title: _____

Printed Name: _____

Date: _____



2020 ENGINEERING RATE SCHEDULE

Licensed Principal Engineer _____ \$112.50/hr

Designs and supervises construction projects. Responsibilities include estimating costs and personnel and material needs, preparing proposals and establishing completion dates. Has a bachelor's degree in engineering and 10+ years of experience in the field or related area. Is a licensed engineer.

Licensed Project Engineer _____ \$100.00/hr

Designs and supervises construction projects. Responsibilities include estimating costs, preparing proposals, and inspection. Has a bachelor's degree in engineering and 6+ years of experience in the field or related area. Is a licensed engineer.

Project Engineer _____ \$92.50/hr

Designs construction projects. Responsibilities include estimating costs, preparing proposals, and inspection. Has a bachelor's degree in engineering and 4+ years of experience in the field or related area. Reports to a licensed principal and/or licensed project engineer.

Engineer Intern _____ \$88.00/hr

Designs construction projects under direct supervision of a licensed engineer. Performs a variety of tasks. Has a bachelor's degree in engineering and 0-4 years of experience in the field or in a related area. Has passed the fundamentals of engineering exam. Works under immediate supervision of a licensed or project engineer.

Senior Engineering/CAD Technician _____ \$92.50/hr

Provides engineering and CAD support for the design of construction projects. Requires an associates or bachelor's degree in engineering field or a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision of a licensed or project engineer and has 10+ years of experience.

Engineering/CAD Technician _____ \$80.00/hr

Provides engineering and CAD support for the design of construction projects. Requires an associates or bachelor's degree in engineering field or a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision of a licensed or project engineer and has 0-10 years of experience.

Clerical _____ \$60.00/hr

In addition to the above fees, the following items will be charged as required:

Mileage _____	Current Fed. Rate
Expenses _____	At Cost
Printing _____	At Cost
Climbing Gear _____	\$25.00/day
Subcontract Engineering _____	Cost plus 10%



Attached to and made part of this Agreement for Professional Services (Agreement) dated 7 February 2020, by and between City of Medina, Ohio (Client) and Fair Dermody Consulting Engineers (FDCE) in respect of engineering services (Projects) described therein.

1.0 SCOPE OF SERVICES

- 1.1** FDCE hereby agrees to provide Client with the professional services set forth in the Agreement under the terms and conditions set forth herein.
- 1.2** This Agreement, once executed, will become effective upon FDCE's receipt of the Agreement signed by an authorized agent of the Client. The Agreement is subject to renegotiation if acceptance is not received within sixty (60) days.
- 1.3** Client acknowledges that work shall proceed under the defined scope of services only upon receipt by FDCE of a signed Agreement (this Agreement) and, if required by the Agreement, a retainer payment. The retainer amount shall be held by FDCE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, FDCE shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.
- 1.4** If the Client authorizes changes in the scope, extent, or character of the Projects, then the time for completion of FDCE's services, and the rates and amounts of FDCE's compensation, shall be adjusted equitably and reduced in writing as according to Section 17.1 of this agreement.
- 1.5** If FDCE's services include the performance of any services during the construction phase of the Projects:
 - 1.5.1** It is understood that the purpose of any such services (including any visits to the site) will be to enable FDCE to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the Work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). ~~Neither the professional activities of FDCE, nor the presence of FDCE and/or FDCE subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies. FDCE personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in Client's agreement with the Contractor.~~



1.5.2 It is understood that FDCE shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. FDCE's review shall be conducted with reasonable promptness while allowing sufficient time in FDCE's judgment to permit adequate review. Review of a specific item shall not indicate that FDCE has reviewed the entire assembly of which the item is a component. FDCE shall not be responsible for any deviations from the Construction Documents not brought to the attention of FDCE in writing by the Contractor. FDCE shall not be required to review partial submittals or those for which submissions of correlated items have not been received.

2.0 BILLING AND PAYMENT

- 2.1** Client agrees to pay FDCE in accordance with the rates and charges set forth in the attached Rate Schedule. Invoices for services rendered and expenses incurred will be submitted monthly by FDCE to Client. All such invoices shall be due and payable upon receipt.
- 2.2** In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.
- 2.3** If Client fails to make any payment due FDCE for services and expenses within thirty (30) days after the invoice date of FDCE's statement therefor, the amounts due FDCE shall include an interest charge at the rate of one percent (1.0%) per month from said thirtieth day, and in addition, FDCE may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due FDCE for services and expenses. Unless FDCE receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. ~~Payments on account will be credited first to interest and then to principal.~~ In the event of a suspension of services, FDCE shall have no liability to Client for delay or damage caused Client because of such suspension of services.
- 2.4** In the event of termination by Client under Section 14, Client shall remain liable for and shall promptly pay FDCE for the full amount for all services rendered by FDCE to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by FDCE to exercise any right hereunder shall operate as a waiver nor preclude FDCE from exercising any other right.
- 2.5** If Client fails to make payment to FDCE in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by FDCE.



- 2.6 In the event legal action is necessary to enforce payment provisions of this Agreement, FDCE shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by FDCE in connection therewith and, in addition, the reasonable value of FDCE's time and expenses spent in connection with such collection action, computed at FDCE's prevailing fee schedule and expense policy.
- 2.7 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.
- 2.8 Payment of invoices to FDCE is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

3.0 TIME FOR PERFORMANCE

- 3.1 The term of this Agreement shall commence upon FDCE's receipt of the Agreement signed by an authorized agent of the Client and end when terminated by Client or FDCE in accordance with Section 14 of this Agreement. The Client and FDCE are aware that many factors outside FDCE's control may affect FDCE's ability to complete the services to be provided under this Agreement. FDCE will perform these services with reasonable diligence and expediency consistent with sound professional practices.

4.0 REIMBURSABLE EXPENSES

- 4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the Projects will be billed to Client in accordance with our fee proposal and/or our attendant Rate Schedule. Outside expenses incurred and allocated to the Projects shall be billed at a rate of one (1) times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Projects such as: travel including transportation, meals, and lodging; printing, copying, and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests, and securing approval of authorities having jurisdiction over the Projects and not specified as part of the fee.
- 4.2 Subconsultant or subcontracted engineering services incurred and allocated to the Projects shall be billed at a rate of one and one tenth (1.1) times the amount expended.

5.0 CLIENT'S RESPONSIBILITY

- 5.1 FDCE shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to FDCE all criteria and full information as to Client's requirements for the Projects and such other information as is available to Client and Client's consultants and contractors, and FDCE shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for FDCE



to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.

- 5.2 Client shall designate in writing a person to act as Client's representative with respect to services to be rendered; shall examine and respond promptly to FDCE's submissions; and shall give prompt written notice to FDCE whenever he or she observes or otherwise becomes aware of any defect in work.
- 5.3 Client shall arrange for access to and make all provisions for FDCE to enter upon public and private property as required for FDCE to perform its services.
- 5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due FDCE within thirty (30) days of the date of the invoice, FDCE may, without waiving any other claim or right against Client, suspend services under this Agreement until FDCE has been paid in full amounts due FDCE and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges FDCE's right to suspend services and withhold plans and documents, as provided above, if payments are not current. If services are suspended for thirty (30) days or longer, upon resuming services FDCE shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for ninety (90) days or longer, FDCE shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

6.0 INSURANCE

- 6.1 FDCE is covered by General Liability Insurance, Workers Compensation and Employer's Liability Insurance, Automobile Liability Insurance, Umbrella Liability Insurance, and Professional Liability Insurance. We will furnish information and certifications upon request.

7.0 STANDARD OF CARE

- 7.1 Services provided by FDCE under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

8.0 USE OF DOCUMENTS

- 8.1 All reports, plans, specifications, field data, and notes and other documents on electronic media prepared or furnished by FDCE under this Agreement are instruments of service in respect to these Projects, and FDCE shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of FDCE) whether or not the Projects are completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by FDCE or one of its Consultants.



- 8.2** A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies control.
- 8.3** Because data stored on electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.
- 8.4** When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alterations, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents. All documents transferred electronically from FDCE to Client shall be in .pdf format.
- 8.5** Client may make and retain copies of Documents for information and reference in connection with use on the Projects by Client. FDCE grants Client a license to use the Documents on the Projects, extensions of the Projects, and other Projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Projects unless completed by FDCE, or for use by Client or others on extensions of the Projects or on any other project without written verification or adaptation by FDCE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by FDCE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to FDCE or to FDCE's Consultants; (3) Client shall indemnify and hold harmless FDCE and FDCE's Consultants from any claims, damages, losses, expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification, completion, or adaptation by Client; (4) such limited license to Client shall not create any rights in third parties.
- 8.6** If FDCE at Client's request verifies or adapts the Documents for extensions of the Projects or for any other project, the Client shall compensate FDCE at rates or in an amount to be agreed upon by Client and FDCE.



9.0 OPINIONS OF PROBABLE COST

- 9.1 Since FDCE has no control over cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable project cost and construction cost provided for herein are to be made on the basis of our experience and qualifications and represents our best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but FDCE cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by us. Similarly, since FDCE has no control over building operations and/or maintenance costs, FDCE cannot and does not guarantee that the actual building or maintenance costs will not vary from any estimates given by FDCE.

10.0 CERTIFICATIONS

- 10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of FDCE. FDCE shall not be required to sign any documents, no matter by whom requested, that would result in FDCE having to certify, guaranty or warrant the existence of conditions whose existence FDCE cannot ascertain. Any certification provided by FDCE shall be so provide based on FDCE's knowledge, information and belief subject to the preceding sentence, and shall be given in FDCE's professional opinion consistent with the Standard of Care. FDCE shall be compensated for any work necessary to verify project compliance with regulatory standards of such certification.

- 10.2 The proposed language of such certificates, affidavits or certifications requested of FDCE or FDCE's consultants shall be submitted to FDCE for review and approval at least fourteen (14) days prior to expected execution.

11.0 LIMITATION OF LIABILITY

- ~~11.1 To the maximum extent permitted by law, Client agrees to limit FDCE's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of FDCE's performance of services, such that the total aggregate liability of FDCE for any and all claims and/or damages of any nature whatsoever, arising out of the performance of FDCE's services on the Projects; shall not exceed \$50,000 or FDCE's total fee for services rendered on the Projects, whichever is greater.~~

- 11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, loss of use, or consequential damages incurred do to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or FDCE, their employees, agents, subconsultants or subcontractors.



12.0 INDEMNIFICATION

- 12.1 FDCE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FDCE's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FDCE is legally liable.
- 12.2 Paragraph 12.2 omitted from this Agreement.
- 12.3 The party seeking indemnification must notify the other party immediately of any lawsuits, claims, or demands for which the party seeking indemnity is allegedly responsible, and shall give that other party the opportunity to arrange and direct the defense of the case and provide all necessary information and assistance for such defense.
- 12.4 Neither the Client nor FDCE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 12.5 Neither the Client nor FDCE shall be obligated to indemnify the other party in any manner whatsoever for any consequential, incidental, loss of use, indirect, or special damages arising out of this Agreement.
- 12.6 This Section 12 shall survive the termination of this Agreement.

13.0 DISPUTE RESOLUTION

- 13.1 When a party identifies a dispute arising out of or relating to this Agreement, that party shall make the dispute known to the other party. Any such dispute, including any disputes under termination, shall first be negotiated by the parties to achieve resolution. If negotiation by the parties is not successful, either party may give Notice of Dispute to the other party stating the nature of the dispute and the corrective action necessary to remedy the dispute.
- 13.2 After Notice of Dispute has been given, the parties shall first attempt to resolve the dispute by mediation. The parties shall agree on a mediator who shall be an attorney licensed to practice law in Ohio, has experience in commercial transactions such as this Agreement, and is a trained and experienced mediator. Mediation shall be conducted in Medina, Ohio. Each party shall pay its own attorneys' fees, and mediation costs shall be divided equally between the parties.
- 13.3 If the dispute has not been resolved by mediation within 90 days after Notice of Dispute, or if the parties are unable to agree on a mediator within 30 days of Notice of Dispute, then the dispute shall be resolved by binding arbitration, and judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The parties shall agree on an arbitrator who shall be an attorney licensed to practice law in Ohio, has experience in commercial transactions such as this Agreement, and is an experienced arbitrator. The arbitrator shall be bound by and



follow the substantive law of Ohio. The arbitrator shall render a decision within 30 days of the arbitration hearing. Arbitration shall be conducted in Medina, Ohio.

13.4 The parties further agree to include a similar alternative dispute resolution clause in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar alternative dispute resolution clause in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation and arbitration as the exclusive methods for dispute resolution between the parties to those agreements.

13.5 ~~Any deadline in this Section 13 may be extended by mutual agreement of the parties.~~ Anything else in this provision notwithstanding, if either party at any time believes that there is the need to maintain the status quo pending resolution by one or more of the methods set forth in this Section 13, that party may seek a temporary restraining order, preliminary injunction, or other equitable relief from any court of competent jurisdiction.

14.0 TERMINATION

14.1 Either Client or FDCE may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay FDCE for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

15.0 TITLES

15.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

16.0 GOVERNING LAW

~~**16.1** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be resolved in the courts of the State of Ohio.~~

17.0 INTEGRATION

17.1 This Agreement comprises the final and complete agreement between Client and FDCE. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and FDCE.



18.0 SEVERABILITY AND SURVIVAL

- 18.1 Any provisions of this Agreement later to be held unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and FDCE shall survive the completion of the services hereunder and the termination of this Agreement.

19.0 THIRD-PARTY BENEFICIARIES

- 19.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or FDCE. FDCE's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against FDCE because of this Agreement or the performance or nonperformance of services hereunder. The Client and FDCE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

20.0 HAZARDOUS MATERIALS

- 20.1 The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FDCE, its officers, partners, employees and subconsultants (collectively, FDCE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of FDCE.

21.0 ENTIRE AGREEMENT

- 21.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by written instrument executed by both parties, except as may be otherwise provided herein.

(END)

ORDINANCE NO. 42-20

AN ORDINANCE RATIFYING THE AGREEMENT BETWEEN THE CITY OF MEDINA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 436.

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

SEC. 1: That the Agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436, is hereby ratified for various part-time and full time Service, Building, Engineering, and Parks and Recreation employees.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and made a part hereof and subject to the final approval of the Law Director.

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

Effective: January 1, 2020 through December 31, 2022

ORD 42.-20

COLLECTIVE BARGAINING AGREEMENT

Between the CITY OF MEDINA

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local 436

EFFECTIVE:

**JANUARY 1, 2020
THROUGH DECEMBER 31, 2022**

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**ARTICLE 1
AGREEMENT**

Section 1. This document is a contractual agreement (“Agreement”), entered into between the City of Medina, (“the City”), subject to approval by the Medina City Council, and the Teamsters Local 436 (“the Union”), to establish the bargaining unit employees’ wages, hours, terms and conditions of employment.

Section 2. The wages, hours, terms, and conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under those related laws. Specifications in Ohio laws that are not specifically written into this Agreement are nonetheless modified by this Agreement.

Section 3. If any part of this Agreement is rendered illegal by state or federal legislation or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective.

Section 4. Any reference to a City management representative in this Agreement includes that representative’s designee. References to male gender include the female gender.

Section 5. References to the Medina Salary and Benefits Code are those in effect on January 1, 2015, notwithstanding any changes in the cited Code sections after January 1, 2015. The Medina Salary and Benefits Code will be inserted where applicable into this collective bargaining agreement as contract provisions.

**ARTICLE 2
RECOGNITION**

Section 1. The City recognizes the Union as the exclusive certified bargaining representative of all employees employed in the job classifications certified as the bargaining unit by the State Employment Relations board on April 15, 2001 (00-REP-11-0248) (referred to collectively as “the bargaining unit”), as follows:

INCLUDED: All regular part-time employees employed by the City of Medina in Parks, Building, Streets and Sanitation and all full-time employees employed by the City of Medina in the following departments working in the following Classifications:

<u>Department</u>	<u>Classification</u>
Building	Inspectors
Service	Building Maintenance and Repair
Parks	Laborer
Cemetery	Sexton

Streets	Machine Equipment Operator (MEO) Laborer
Water	Operator (System Tech) Operations Tech Machine Equipment Operator (MEO) Laborer Meter Service Water Tech
City Engineer	Construction Inspector Senior Construction Inspector
Sanitation	Machine Equipment Operator (MEO) Laborer
Equipment Maintenance	Mechanic

EXCLUDED: Superintendents, assistant superintendents, foremen, all other part-time employees, employees excluded under O.R.C. 4117.01(C)(1)-(15), and all other classifications not specifically included above.

Section 2. The Union's status as exclusive representative relieves the City of any obligations to allow the participation of any bargaining unit member's private attorney or private representative in any matter concerning negotiations, grievances, a violation of this Agreement, or any other matter where the legal right to representation exists.

Section 3. The Union agrees to represent all bargaining unit members fairly and equally. Any one of the Union's designated representatives shall be deemed equally qualified and capable of representing a bargaining unit employee.

Section 4. The City's recognition of the classifications in this Article as a bargaining unit does not limit the City's right to add or eliminate bargaining unit positions or to add job duties to those positions.

Section 5. If a disagreement arises between the City and the Union as to whether a position belongs in the bargaining unit, the parties will discuss the issue. If the parties are unable to reach agreement on the issue, they shall file a petition with SERB requesting a unit clarification determination. This section establishes mutual consent under O.A.C. Section 4117-5-01.

ARTICLE 3 DUES DEDUCTIONS AND MEMBER FEE

Section 1. The Employer agrees to deduct union dues and fees as determined by the Union and for which the employee has voluntarily submitted a signed authorization.

Section 2. Employees are not required to become members of the Union as a condition of employment. New employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a non-member fee as a voluntary contribution towards administration of the agreement. An employee is not required to pay a fee unless he/she voluntarily consents to pay union dues or a non-member fee through payroll deduction. Non-member fees and Union dues shall be deducted on a monthly basis.

If sufficient funds do not exist in the employee's paycheck for the payment of the Union dues or non-member fees, then the balance of the Union membership dues or the non-member fee shall be deducted from the employee's next paycheck.

Section 3. A check in the amount of the total Union dues or non-member fee withheld shall be tendered to the treasurer of the Teamsters within fifteen (15) days from the date of the deduction.

Section 4. The Union 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 Union shall defend and indemnify the City for any such liabilities or damages that may arise.

Section 5. The Union shall certify the rate at which Union dues and non-member fees are to be deducted to the City Finance Director during January of each year.

ARTICLE 4 UNION REPRESENTATION

Section 1. Four (4) designated employee representatives shall be recognized by the City as Union Stewards upon the Union's submission of a letter identifying them as the Stewards.

Section 2. A Steward who is on duty working a normal shift shall be allowed reasonable time off without pay to represent an employee for reasons allowed under this agreement or provided by law. Any Steward that comes into work early or works outside of normal scheduled hours to handle Union matters or to represent a bargaining member does so voluntarily without pay or overtime.

Section 3. Stewards shall be paid for all meetings required by the City for which the Steward has a right to represent a bargaining unit member.

Section 4. Non-employee union representatives may be allowed on City property with prior notice to and approval by the Mayor. Approval shall not be unreasonably denied.

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. An employee has the right to the presence and advice of a union representative and/or union attorney at all disciplinary hearings and/or disciplinary interrogations. The unavailability of a union representative or a union attorney within a reasonable time is not grounds to postpone or reschedule a disciplinary hearing or a disciplinary interrogation.

Section 2. An employee shall have the right, upon written request, to review the employee's civil service personnel file. Requests for copies of the items included in the file shall be honored within a reasonable period of time.

Section 3. Citizen complaints against an employee that are reduced to writing shall be provided to the employee.

Section 4. Whenever an employee receives any written disciplinary action that will appear in the employee's file, the employee shall be provided a copy of it.

Section 5. Upon completion of an investigation of a complaint against an employee, the employee shall be notified in a reasonable period of time.

Section 6. Questioning or interviewing an employee in the course of an internal or external investigation will be conducted in hours reasonably related to the employee's shift, unless operational needs require otherwise. The interrogation sessions shall be for a reasonable period of time and shall allow the employee periodic rest periods for a refreshment and snack and a bathroom break.

ARTICLE 6 NONDISCRIMINATION

Section 1. Neither the City nor the Union shall discriminate against any bargaining unit member on the basis of age (40 and over), sex, race, color, creed, national origin, disability or handicap. The Union shall share equally with the City the responsibility for applying this Article to the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include males and females.

ARTICLE 7 NO STRIKES

Section 1. During the term of this Agreement, the Union and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any strike or other concerted activity affecting the City's operation, including sick outs, slowdowns, protests over safety or refusals to perform voluntary assignments. The Union shall promptly take all possible actions to prevent and to end any such concerted activity. Bargaining unit members engaging in a strike or concerted activity as contemplated herein may be disciplined up to, and including, discharge.

Section 2. The Employer shall not lock out employees during the term of this Agreement.

ARTICLE 8 TOTAL INTEGRATION

Section 1. This Agreement represents the entire scope of the City's negotiated agreement with respect to wages, hours, terms and conditions of employment. It supersedes and nullifies prior, existing,

or contemporaneous oral or written agreements, understandings, or practices between the parties. Any past practices carried over during the term of this Agreement may be discontinued with prior notice to the affected party.

ARTICLE 9 WAIVER OF NEGOTIATIONS

Section 1. The Union acknowledges that it had the unlimited opportunity to negotiate with respect to any mandatory or permissive subject of bargaining. The Union therefore waives the right to bargain over any mandatory or permissive subject of bargaining during the life of this Agreement.

ARTICLE 10 MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the City in all its phases and details remains vested in the City and its designated representatives. The City shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied.

Section 2. Except as limited by the express terms of this Agreement, the City's management rights include, but are not limited to, the rights:

To manage and direct employees, including the right to hire, select, train, promote, transfer, assign, reassign, evaluate, retrain, layoff, and recall employees; to discipline employees for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to subcontract services; to determine the City's goals, objectives, budget programs and services, and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure; to introduce technology and other modern methods; to promulgate and enforce reasonable work rules, policies and procedures; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime, the amount of overtime required, and to assign mandatory overtime; to determine each department's budget and uses thereof; to maintain the security of records and other pertinent information; and to exercise all management rights outlined in O.R.C. § 4117.08(C)(1)-(9).

Section 3. The City reserves to itself all other management rights not expressly listed in this Agreement.

History: Language regarding arbitration of management rights withdrawn without prejudice.

**ARTICLE 11
PROBATION**

Section 1. Newly hired employees must complete a probationary period of one hundred eighty (180) calendar days.

Section 2. Newly hired probationary employees shall be employed at the City's discretion until the completion of their probationary period. A newly hired probationary employee's seniority is calculated from the original date of hire after the employee successfully completes the probationary period.

Section 3. Newly hired probationary employees may be disciplined or dismissed for any reason and at any time prior to the completion of the probationary period and such actions shall not be grievable under the terms of this Agreement or otherwise subject to challenge before the State Employment Relations Board or under any legal or other dispute resolution procedure. Newly hired probationary employees may otherwise file grievances over non-disciplinary breaches of this Agreement.

Section 4. Current employees permanently transferred, recalled, appointed or promoted into a different classification shall serve a forty-five (45) calendar day evaluation period. They are still subject to the just cause provisions of this Agreement. Should the City determine that the employee cannot acceptably perform the duties of the new classification, the employee has no guaranteed right to return to his prior classification. The City reserves the right to determine the appropriate measures to be taken with an employee who does not succeed in the new classification, (e.g., transfer, demotion, etc.).

**ARTICLE 12
SENIORITY**

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the City.

Section 2. An employee's seniority and employment shall be terminated under the following conditions:

- a. Discharge;
- b. Resignation;
- c. Layoff for a period exceeding one year;
- d. Retirement;
- e. Unexcused failure to report to work for two (2) or more working days;
- f. Inability to return to work upon exhaustion of paid leave and FMLA leave;
- g. Failure to report to work within five (5) working days from the date the employee receives the recall notice by certified mail.

Section 3. If two (2) or more employees are hired or appointed on the same date, seniority shall be determined by the time filed stamp on their employment application.

ARTICLE 13 VACANCIES

Section 1. A vacancy is a job opening, other than original appointments and positions filled by temporary assignment or permanent transfer that the City decides to post and fill on a permanent basis. The Rules of the City of Medina Civil Service Commission shall apply to all original appointments.

Section 2. The Mayor is the appointing authority for the Parks and Recreation Department and the Building Department. The Service Director is the appointing authority for the Service Department and the Engineering Department.

Section 3. Qualifications. The appointing authority decides whether candidates are qualified to fill vacancies. The appointing authority shall consider a candidate's skill, qualifications, experience, potential, and, if current employees are candidates, the employee's seniority, overall job record, and prior performance evaluations.

Section 4. Posting. The department shall post a vacancy notice that contains at least (a) the job title, (b) the general job duties and responsibilities, (c) the minimum qualifications necessary to be considered for the job; and (d) whether a test will be administered for the job. The City shall provide the Union stewards with a copy of all bargaining unit job postings.

The initial job posting shall be for no longer than seven (7) calendar days, including the first working day of the posting. A full-time bargaining unit employee, or his Union Steward, must submit a written request to the shift supervisor during the posting period, or the employee has waived all rights to be considered eligible as a candidate for the vacancy. After the initial seven (7)-day posting period, the City shall interview full-time bargaining unit candidates first for the vacancy.

If a vacancy for a full-time laborer position is not filled by the appointing authority with a full-time bargaining unit candidate through the process set forth in the preceding paragraph, the City shall post a vacancy notice for a second seven (7) calendar day period, including the first working day of the posting. A part-time bargaining unit employee, or his Union Steward, must submit a written request to the shift supervisor during the second posting period, or the employee has waived all rights to be considered eligible as a candidate for the full-time position vacancy. The City shall then interview part-time bargaining unit employees for the full-time position vacancy. Part-time bargaining unit candidates will be subjected to a written test as a requirement for appointment to a full-time position.

If a vacancy is not filled by the appointing authority with either a full-time or part-time bargaining unit candidate through the procedures set forth in this Section 4, the position becomes an original appointment and the Civil Service Commission shall be responsible for advertising and testing for the vacancy.

Section 5. Selection. The appointing authority shall select the candidate the appointing authority deems most qualified based on the factors outlined in Section 3 above. The most senior employee who

meets the minimum qualifications to be considered for a vacancy is not automatically entitled to fill the vacancy. Vacancies are awarded to the candidate the appointing authority believes is the most qualified for the job.

ARTICLE 14 TRANSFERS AND ASSIGNMENTS

Section 1. The service director determines all permanent and temporary transfers. An involuntary temporary transfer shall not be longer than forty-five (45) days in a position(s).

Employees temporarily transferred involuntarily to a higher job classification shall receive a seven percent (7%) increase above their current rate of pay. No less than their current rate of pay applies to employees temporarily transferred involuntarily to a lower classification.

Employees permanently transferred on a voluntarily basis shall be paid the rate of the new position. Employees permanently transferred on an involuntarily basis shall be paid the rate of the new position, but no less than their old rate of pay.

Section 2. An assignment is an order to perform work, including temporary assignments of less than eight (8) hours in a day, to another shift or to another department. The department head determines all assignments. A temporary assignment to a vacancy is not considered filling a vacancy.

If an employee is assigned to perform work in a higher classification for four (4) hours or less, the employee shall receive four (4) hours of pay at a rate of pay seven percent (7%) higher than the employee's regular hourly rate of pay. If an employee is assigned to perform work in a higher classification for more than four (4) hours, the employee shall receive pay at a rate of pay seven percent (7%) higher than the employee's regular hourly rate of pay for all hours actually worked on his regular shift that day.

Section 3. The work performance of employees temporarily transferred or temporarily assigned to a vacancy shall not be considered as part of the employee's qualifications if the employee becomes a candidate for the vacant position.

ARTICLE 15 LAYOFFS AND RECALLS

Section 1. A layoff is a decision to reduce the present number of employees in a job classification in a department. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective. A laid off employee shall be given reasonable notice (two [2] weeks) prior to being laid off.

Section 2. Layoff. The City will use the following procedure when it decides to lay off any employee:

- A. Part-time employees in the classification of the full-time person who is being laid off shall be laid off first.

- B. Newly hired probationary employees in the bargaining unit are laid off next.
- C. Full-time employees shall then be laid off by juniority in the affected classification of the affected department.

Section 3. Recall. Recall shall be by total continuous service with the City. An employee recalled to a position outside his classification shall serve an evaluation period in accordance with Article 11, Section 4. If the employee does not perform satisfactorily during the evaluation recall period, the employee shall be laid off and shall thereafter only be eligible for recall to his former position.

The City shall provide notice of recall to laid-off employees by registered mail at their last known address. Recall rights are lost if the employee fails to accept the offered job within five (5) days from the recall notice (attempt of service). The employee must provide the City with the employee's most current address. If the employee is on vacation or otherwise not immediately available, the employee must notify the City of where a recall notice can be received.

Section 4. A laid-off employee is not eligible for recall after one (1) year from the effective date of the layoff. Laid-off employees lose all seniority rights after that one (1) year period.

Section 5. Bumping. Bargaining unit employees who are laid off have the right to bump any other bargaining unit employee, or a part-time employee in another classification with less converted full-time seniority, if they have more seniority than the bumped employee and can satisfactorily perform the employee's job within the forty-five (45) calendar day evaluation period. If the bumping employee fails to perform satisfactorily during the forty-five (45) calendar day evaluation period, the employee shall be laid off. Conversion of part-time to full-time seniority is as follows:

Total part-time regular hours worked/2080 = Years of full-time seniority

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 1 The department head shall establish schedules and assign scheduled and mandatory overtime. The City reserves the right to set the hours, shifts, and work days according to the operational needs of the City. The City shall provide seven (7) days' notice to the Union and the affected employees prior to changing hours, shifts or work days. The City agrees to change shifts no more than quarterly each year, unless otherwise agreed by the parties. Starting and ending times may vary from department to department. The following are the normal working hours for each department as of the date of execution of this agreement:

Mechanics	6:00 am	--	4:00 pm
Water Department	7:00 am	--	3:30 pm
Sanitation Department	5:00 am	--	1:00 pm
Parks Department	7:00 am	--	3:30 pm
Street Department	7:00 am	--	3:00 pm
Building Department	8:00 am	--	5:00 pm
Engineering Department	7:00 am	--	3:00 pm

Service Department 6:00 am -- 4:00 pm

Any hours worked outside the employee's normal working hours shall be considered for overtime, provided the hours worked are in excess of forty (40) hours in the scheduled work period as provided in Section 2, or qualify as call in time pursuant to Article 28.

Section 2. Employees required to work in excess of forty (40) hours in the scheduled seven (7) day work period shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours actually worked. Vacation time, comp time and holidays shall be considered hours worked for the purposes of calculating overtime. Sick time and any other paid or unpaid time off are not considered hours worked for calculating overtime.

Section 3. Employees may elect to accrue up to 120 hours of compensatory time in lieu of overtime annually. All compensatory time over 100 hours at the end of each calendar year shall be cashed out. Compensation time requests must be approved in writing in advance by the department head. A minimum of forty-eight (48) hours' notice must be provided. All overtime earned working for another Department must be taken as overtime pay. Compensatory time can only be earned in your home Department.

Section 4. Voluntary Overtime. A voluntary overtime roster shall be maintained for each department. An employee is not required to sign up for voluntary overtime in his own department. If an employee does not wish to be called for overtime in his own department, he must give a written opt-out note to his supervisor or Department Head. The voluntary overtime roster for employees within the department shall be contacted in order of seniority, on a rotating basis based upon qualifications to perform the work needed. The department voluntary overtime roster will be updated only as personnel leave or enter a department.

The Water Meter, Water Distribution, and Water Operations Departments shall all be considered a part of the Water Department for purposes of overtime.

At the beginning of each month, the Union Steward shall submit to the department head a written voluntary overtime roster of employees outside the department who are willing to work voluntary overtime. The employees on the roster shall be contacted in order of seniority, on a rotating basis based upon qualifications to perform the work needed. Any employee who refuses the overtime or cannot be contacted shall be credited with having been offered the overtime for equalization and rotation purposes. The Department Head or Supervisor does not have to call the top name or any name on the list if that person is not qualified to perform the work requiring the overtime.

To assist the City in providing the best service at the lowest cost, a Department Head or Supervisor may call the highest, most senior full-time Laborer on the overtime roster over a Motor Equipment Operator, regardless of his place on the overtime roster. The City recognizes that the intent of this provision is to have the laborer perform "laborer" work, as long as the Laborer is qualified to do the work. At the end of each calendar year, the laborer should have an equivalent amount of overtime as the average employee in that department. Laborers who are qualified and who are called in order of seniority and by the normal rotation of the overtime roster may perform Motor Equipment Operator work.

Section 5. Mandatory Overtime. If the department head or department supervisor decides mandatory overtime is necessary, a request for volunteers on the shift where the mandatory overtime is necessary will be asked first. If no volunteers exist, employees in the effected department shall be contacted in accordance with their juniority, by rotation, and asked to volunteer for the overtime. If no employees can be contacted or no volunteers exist, mandatory overtime shall be assigned in accordance with juniority.

Section 6. In some cases, where the department head determines that an employee's unique skill or qualifications are essential to perform the overtime work, the employee may be assigned the overtime without regard to seniority.

Section 7. Employees must be dressed and ready to begin work at the time they report to work at their assigned starting time.

Section 8. Employees who are on stand-by and are restricted from leaving their homes in order to report to work immediately shall be paid their applicable rate of pay for all hours on stand-by.

Employees on call-in, who are given a beeper or are told to call in and report where they can be contacted, shall be paid their applicable rate of pay for all hours from the time they get called to report to work. Employees shall respond and report to work immediately.

The supervisor shall have the employee fill out a form indicating whether the employee has been assigned to stand-by or on-call status. The form shall also state how many hours the employee has been assigned on stand-by or on-call status.

Section 9. Water Department Remote Monitoring. Employees of the Water Department may be assigned the duties of monitoring the water system by a remote computer link using the Water Department laptop computer. Any employee assigned the duty of remote monitoring shall receive two (2) hours of pay at the overtime rate of pay for each day he is assigned the monitoring duty. Should the employee be required to respond to the City facility to maintain the water system, the employee shall receive two (2) hours of pay at the overtime rate of pay for each on-site response. The employee shall be required to keep a time log sheet and document all hours actually spent monitoring the water system. The employee shall receive compensation for all hours actually worked above the two (2) hour minimum at the employee's applicable rate of pay.

Section 10. A supervisor in a department will not work more overtime bargaining unit hours annually than the highest number of overtime hours worked by a bargaining unit member in the same department for the same period of time.

ARTICLE 17 WORK RULES

Section 1. The City has the right to promulgate written work rules and directives to regulate the conduct of employees. The City agrees to notify the Union prior to implementing any written work rules. Copies of work rules will be furnished to the Union. All work rules that exist at the time this Agreement is executed are presumed to be in accordance with this Agreement.

Section 2. Upon receiving a copy of a new or revised work rule, the Union has seven (7) calendar days to provide written notice as to whether it believes the work rule violates the terms of this Agreement. If the City does not receive written notice within that seven (7) day period, the work rule is considered consistent with the terms of this Agreement and may be implemented. The work rule shall not be grievable after the seven (7) day period expires.

Section 3. Disagreements as to whether a work rule violates this Agreement shall be discussed between the parties. If no resolution of the issue occurs, the City may implement the work rule and the Union may challenge the rule through the grievance procedures.

Section 4. The Union has the right at any time to grieve the consistent application of the work rules. "Consistency" for the application of work rules is reviewed on a department basis.

ARTICLE 18 DISCIPLINE

Section 1. The City shall discipline a non-probationary employee only for just cause. Employees shall be entitled to union representation at any level of the discipline process. This does not mean management has to consult with the Union before deciding or imposing discipline.

Section 2. Administering discipline is a management right. The City's decision to administer a certain level of discipline for a given offense shall be based on the facts and circumstances of each situation.

Section 3. Discipline is cumulative. Any written form of discipline for any matter is considered in determining a greater level of discipline for any subsequent offenses.

Section 4. No oral discipline exists. Employees shall not rely on any oral warnings as a first step in the discipline process.

Section 5. The City normally will administer a system of discipline based on its assessment of the circumstances. Discipline may include (1) written warning; (2) written reprimand; (3) suspension; (4) reassignment; and (5) termination. All discipline must be imparted within ten (10) days after the employer notifies the employee of the employee's misconduct.

Section 6. With respect to discipline under this Article, only disciplinary reassignments, suspensions and discharges are arbitrable.

Section 7. Before the City issues a suspension, disciplinary reassignment, or termination, the employee will be given a personal opportunity to informally present a statement about the facts and circumstances of the proposed discipline. The City will provide prior written notice to the employee and the Union representative of the time, date, and place where the meeting shall occur and of the nature and grounds for the proposed discipline. The employee will have waived the opportunity to make a statement about the proposed discipline if the employee fails to attend the meeting.

If the employee does not make a statement or fails to attend the pre-disciplinary meeting, the City will make its decision regarding discipline based on the facts and the inferences drawn from the facts known at the time of the decision.

The Union shall not use any recording device or stenographic or transcription during questioning of the employee during the disciplinary meeting. If the city records the meeting, a copy of the tape shall be supplied to the union upon its request.

Section 8. When an employee is under formal investigation for criminal charges or illegal offenses, the employee shall cooperate in the investigation and answer all questions relevant to the investigation. Prior to any interrogations for alleged criminal charges, the employee shall be given Miranda rights and be allowed to consult with an attorney who is available within a reasonable amount of time. If, after being provided Miranda warning, the employee refuses to answer questions, the employee may be ordered to do so. Prior to ordering an employee to answer questions, Garrity rights must be given, assuring the employee that the City will not use any answers against the employee in criminal prosecution. If an employee still refuses to answer questions after having been provided Miranda and Garrity rights, the employee may be disciplined, up to and including discharge, for insubordination.

Section 9. Records of disciplinary actions shall not be considered for progressive disciplinary action at the expiration of the periods outlined below:

Discipline	Time Period
a. Written Warning/Reprimand	Eighteen (18) months
b. suspensions and Reassignments	Eighteen (18) months

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

Section 10. Discipline shall be carried out in a private and business-like manner.

Section 11. Grievances over discipline outlined in Section 6 may be filed at Step 2 of the grievance procedure.

ARTICLE 19 GRIEVANCE PROCEDURE

Grievances shall be resolved according to the procedures outlined below.

GRIEVANCE EVENT ACTUALLY OCCURS	
Informal Step	Discussion with immediate supervisor and verbal answer within two (2) days after discussion.

<p>Step 1: <u>Department Head</u> Seven (7) day filing deadline.</p>	<p>Written grievance filed with department head within seven (7) days after immediate supervisor's Informal Step answer, but no longer than ten (10) days total from when the grievance event actually occurred.</p> <p>Department head must schedule meeting with the grievant, consider merits of the grievance, and provide a written final answer within ten (10) days after receiving the employee's grievance from the Informal Step.</p>
<p>Step 2: <u>Service Director*</u> Seven (7) day filing deadline.</p>	<p>Grievance filed with Service Director within seven (7) days after the department head's Step 1 response.</p> <p>Service Director reviews grievance claim and, if necessary, consults with the department head or the grievant to review the merits of the grievance and the City's answer to the claim. Service Director provides answer to the grievant within seven (7) days of receiving the grievance at Step 2.</p>
<p>Step 3: <u>Arbitration</u> Ten (10) day filing deadline.</p>	<p>Demand for arbitration submitted to the Service Director within ten (10) days after Service Director's answer at Step 2.</p> <p>Parties select arbitrator from panel listed under Arbitration Procedure.</p> <p>Hearing date must be established within fourteen (14) days after the arbitrator has accepted the appointment.</p>

*Parks and recreation employees shall file their grievance with the Parks Director at this step instead of the Service Director.

Section 1. Definitions The term "grievance" shall mean an allegation by an employee or the Union that a breach, misinterpretation, or improper application of this Agreement has occurred.

Section 2. Grievance Procedure Rules All grievances must be written, including group grievances, and shall contain the following information:

- (a) aggrieved employee(s) name and signature;
- (b) aggrieved employee(s) classification;
- (c) date grievance was first discussed;

- (d) name of supervisor with whom grievance was discussed;
- (e) date grievance was filed in writing;
- (f) date and time grievance occurred;
- (g) where grievance occurred;
- (h) description of incident giving rise to the grievance;
- (i) articles and sections of Agreement violated; and
- (j) resolution requested.

The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms.

Section 3. Any grievance not answered by the City within the stipulated time limits above may be advanced to the next step in the grievance procedure automatically. A grievance not submitted by the Union within the stipulated time limits above shall be dismissed with prejudice. All time limits on grievances or steps in the procedure may be waived upon mutual written consent of the parties.

Section 4. When an employee covered by this Agreement does not want Union representation, no grievance settlement shall conflict with any provision of this Agreement. An employee shall be entitled to representation at each step of the grievance procedure by a union representative or a union attorney. The absence or unavailability of the union representative or union attorney shall not delay the processing of the grievance.

Section 5. Arbitration Procedure. The parties hereby establish a panel of the following three arbitrators:

- A. Dennis Minni
- B. Jonathan Klein
- C. Dennis Byrne

The parties agree to mutually agree to add two additional names of arbitrators within sixty (60) days of execution of the 2020-2022 Agreement.

Upon receipt of a notice to arbitrate, the parties shall choose an arbitrator by alternatively striking names from the panel until one (1) name remains as the arbitrator. The arbitrator shall be notified as soon as possible of the selection and a hearing shall be held within forty-five (45) days of the arbitrator's confirmation that the appointment as arbitrator has been accepted. Once selected, the arbitrator shall not be eligible to hear another case until the panel is exhausted.

Section 6. Arbitration Rules. The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement, or whether the procedural requirements of this Article have been satisfied. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the Union will pay all arbitration fees and costs.

If the arbitrator determines that the grievance is timely and is within the arbitrator's jurisdiction, the grievance will be heard on its merits before the same arbitrator in the same hearing.

The arbitrator shall limit decisions strictly to the interpretation, application, or enforcement of the specific Articles of this Agreement, and shall be without power or authority to:

- (a) make any decisions contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- (b) make any decisions granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated; and
- (c) make any decisions concerning the establishment of wage scales.
- (d) Reduce or dismiss any employee discipline where the City has proven just cause for the level of discipline.

Section 7. The decision of the arbitrator made within the arbitrator's jurisdiction shall be final and binding on the parties. Unless otherwise agreed, the arbitrator's decision shall be rendered within 30 days of the submission of the parties' briefs.

Section 8. The costs of the services of the arbitrator shall be borne by the losing party. The fees of the court reporter, if any, shall be paid by the party requesting the reporter. The appearance fees and transcript shall be split equally if both parties desire a reporter or request a copy of any transcript. All other expenses are borne by the party incurring them.

ARTICLE 20 SICK LEAVE

Section 1. Each full-time bargaining unit employee shall be entitled, for each completed eighty (80) hours of service, sick leave of 4.615 hours based on the employee's regular hourly wage. Unused sick leave shall be cumulative without limit. Any sick leave used for purposes that are FMLA qualifying shall be credited against any unpaid time available under the FMLA.

Section 2. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family. For purposes of this Article, immediate family is defined as parent, mother and father-in-law, sister, brother, spouse, child, or stepchild.

Section 3. Employees unable to report for any of the reasons in Section 2, must report their anticipated absence to the department supervisor one-half (½) hour before the start of their shift on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Employees who fail to provide the required one-half (½) hour notice will not be paid for the time off. Upon return to work from sick leave, the employee shall submit to the department head a sick leave absence card confirming the sick leave hours taken off.

Section 4. When sick leave is used, it shall be deducted from the employee's accumulated sick leave credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

Section 5. All employees who are absent for three (3) or more consecutive days may be requested to submit a statement from a licensed physician concerning their illness (or illness of those being cared for). In addition, any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action. The City may require a physician's verification for each occurrence of sick leave of employees who have demonstrated a patterned use or abuse of sick leave.

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

Section 6. Sick leave time off is for the employee's recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine, or doctor's visits, during an employee's normal working hours. It also includes similar activity for the care of a person defined in Section 2 above.

Employees on sick leave or taking care of someone for appropriate sick leave purposes shall not engage in any personal or recreational activity during the time they would have been scheduled to work. Sick leave for a doctor's visit shall be used for the time necessary for such visit and related visits to obtain prescription drugs or prescribed therapy. Sick leave abuse will be analyzed based on an employee's conduct during normal working hours while on sick leave.

Section 7. In addition to sick leave accrued in 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 was 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 8. A City employee may elect, at the time of retirement from the active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be four hundred (400) hours.

Section 9. With prior written approval from their supervisors, full-time employees shall be allowed to use two (2) days of sick leave annually as personal days.

**ARTICLE 21
FUNERAL LEAVE**

Section 1. A full-time employee shall be granted three (3) days off with pay deducted from sick leave for each death in the immediate family. Immediate family shall be defined to include the employee's spouse, children, mother, father, grandmother, grandfather, brother, sister, mother-and daughters-in-law and father-and sons-in-law. A death certificate or an obituary notice in the newspaper is necessary for payment.

Section 2. The City may approve two (2) additional sick leave days off for funeral leave for funerals or for other legitimate reasons related to the death of a member of an employee's immediate family.

**ARTICLE 22
HOLIDAYS**

Section 1. All full-time employees shall be entitled to eight (8) hours of regular pay with time off for the following ten (10) holidays:

New Year's Day	First Day in January
Martin Luther King Day	Third Monday in January
President's Day	Second Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth Day in July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-Fifth Day in December

Section 2. Unless otherwise granted by the department head or designee, including approval of appropriate use of sick leave, an employee must work the employee's regularly scheduled day before and after the holidays listed in Section 1 to receive holiday pay.

Section 3. If an employee works on a holiday in Section 1 as a normal part of the employee's schedule, the employee will be paid time and one-half (1½) the employee's regular rate of pay for all hours actually worked, plus eight (8) hours of holiday pay. Employees who do not work on any of the holidays listed in Section 1 are just paid holiday pay.

Section 4. If an employee is not regularly scheduled to work on the day on which a holiday falls and is called in to work and works Martin Luther King Day, Presidents' Day, Columbus Day, or Veteran' Day, the employee will be paid time and one-half (1½) the employee's regular rate of pay for all hours actually worked on the holiday, plus eight (8) hours of holiday pay.

If an employee is not regularly scheduled to work on the day on which a holiday falls and is called into work and works New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or

Christmas Day, the employee will be paid at the rate of two (2) times his regular rate of pay for all hours actually worked on the holiday, plus eight (8) hours of holiday pay.

Section 5. For purposes of calculating overtime based on hours worked in a seven (7) day work period, an employee who works eight (8) hours on a holiday and receives eight (8) hours of holiday pay shall only be credited with eight (8) hours worked on the holiday and not sixteen (16) hours for that day.

Section 6. Part-time employees who work on a weekend or holiday shall be paid one and one-half (1½) their hourly base rate for all hours actually worked.

ARTICLE 23

JURY DUTY

Section 1. Any employee who is called for jury duty shall continue to receive the employee's regular rate of pay. The employee shall submit the juror pay per diems to the City before the next pay period after the employee receives the juror pay.

ARTICLE 24

VACATIONS

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

- A. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- B. An employee with five (5) years, but less than eleven (11) years of service, shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.

An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.

An employee with twenty (20) years or more of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.

- C. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.

- D. For employees on a leave of absence, lay-off or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.

Section 2. A part-time employee employed by the City of Medina shall earn one (1) vacation day at seven (7) hours pay for every month worked up to a maximum of seven (7) days' vacation in a calendar year to be awarded on January First (1st).

Section 3. Employees returning from approved leaves of absences, lay-off, or a period of termination will be entitled to a vacation in the succeeding year based on the schedule in Section 1 above. Service time will not be accumulated during a leave of absence, lay-off, or period of employment termination.

Section 4. Vacations normally shall be scheduled in seven (7) calendar day blocks between Sunday and Saturday. Effective January 1, 2001, available vacation day slots shall be scheduled between January 1st and January 31st of each calendar year for each current calendar year in accordance with seniority. Two (2) weeks maximum shall be chosen by seniority at one time. Prior approval of the department head is necessary for any vacation to be scheduled in less than seven (7) day blocks in conjunction with holidays or compensatory time off, which approval shall not be unreasonably denied.

Section 5. After January 31st, vacations are scheduled on a first-come first-served basis, in accordance with the department head's perception of the department's personnel needs. In addition, two weeks' prior notice must be given to the department head for vacation requests made after January 31st. Exceptions can be made where the department head determines scheduling can be accommodated. Vacation scheduling (in 7 days blocks) takes precedence over any other personal time off.

Section 6. If the supervisor determines department staffing needs can be met, more than one employee may be allowed to take vacation off for the same period of time. An employee whose vacation has been denied because of staffing needs can request review and reconsideration of the employee's request for vacation time off by the Service Director within ten (10) days of the supervisor's denial of vacation leave.

Section 7. Any employee who resigns, is terminated, retires, or is separated from employment by the City because of a reduction in force will receive pay for the unused and accrued vacation time. In the case of resignation, the employee shall give two (2) weeks' notice in writing to the department head to be eligible for such payment. The money shall be paid the pay period following separation.

Section 8. Vacation time may be carried over from one (1) year to another, in accordance with Medina Salary Benefits Code §31.13(B)(1).

Section 9. The City shall continue to recognize service credit under in accordance with Medina Salary Benefits Code §31.13(b).

Section 10. The vacation period is from the first day of the payroll year through the last day of the payroll year. The payroll year is based on pay dates, not worked dates.

**ARTICLE 25
PAYROLL**

Section 1. There are normally twenty-six (26) pay periods per fiscal year. All employees are normally paid every other Friday and are normally paid for a two (2) week period.

Section 2. If a holiday falls on a Friday, pay checks shall be distributed by the close of the working day on the previous Thursday.

**ARTICLE 26
INSURANCE BENEFITS**

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to full time employees. A summary of insurance benefits that the City shall provide effective February 1, 2020 is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

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

- B. Effective January 1, 2021, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2020 percentage (13% or 20%) for 2021 if the City's insurance premium costs do not increase or increase by less than one percent (1%). Effective January 1, 2022, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2021 percentage for 2022 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

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

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 under the policy with the new carrier are comparable to or better than the benefits provided to bargaining unit employees as of the effective date of this Agreement. Insurance benefits are comparable even if employee deductibles, co-pays, coinsurance levels, or payments for prescription drugs increase to maintain comparable or better coverage.

Section 3. Opt-out benefits set forth in the 2013-2016 Agreement shall be maintained through September 1, 2017. Effective September 1, 2017, employees who are eligible to receive family coverage under any comprehensive group medical plan, who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness-satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

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

Section 5. The City shall provide each full-time employee with a \$25,000 paid life insurance policy in accordance with the rules of the carrier.

ARTICLE 27 HEALTH AND SAFETY

Section 1. All employees accept the responsibility to maintain their personal safety equipment and work area in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the City. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that safety rules and safe working methods are followed by his employees. The Employer shall make all reasonable efforts to eliminate the unsafe condition within a reasonable period of time.

Section 2. Any employee operating equipment that the employee believes to have a dangerous defect shall report such defect to the Employer immediately. Upon receipt of such notice of defect, the Employer shall have the equipment inspected by a supervisor. If the supervisor determines the equipment is unsafe, the equipment shall be taken out of service.

Section 3. First aid kits and protective equipment shall be provided where required by law.

Section 4. In the event of any dispute under this Article, such dispute shall be immediately subject to resolution pursuant to Step 2 of the grievance procedure.

ARTICLE 28 CALL IN PAY

Section 1. Any employee called into work during their off-duty hours shall be guaranteed a minimum of two (2) hours pay at the rate of one and one-half (1 ½) his regular rate of pay, so long as such time does not abut or overlap the employee's regularly scheduled shift. All time actually worked in excess of the two (2) hours shall be compensated at the rate of one and one-half (1 ½) his regular rate of pay. This provision shall not result in the pyramiding of overtime.

ARTICLE 29 LABOR-MANAGEMENT CONFERENCES

Section 1. In the interest of Labor/Management relations, the Union or the City may request a Labor/Management meeting in order to discuss issues of safety or concern to either party. When requested, meetings shall be convened as soon as possible, subject to the provisions of Section 2.

Section 2. The Safety and Labor/Management meetings as set forth herein shall meet at least quarterly unless the parties agree to meet more or less often. When requested, the meetings shall be convened as soon as possible. At least two (2) work days prior to the meetings, the party requesting the meeting shall provide to the other party an agenda of the list of items to be discussed. The parties may agree to conduct such meetings during work hours. In the event a meeting under this Article is scheduled during work hours, the Union shall be permitted to have representatives who shall suffer no loss in pay while attending such meetings. Meetings will normally last 1 – 2 hours unless agreed to otherwise by the parties. The parties agree that the safety and/or Labor/Management meetings hereunder are advisory only.

Section 3. Appropriate topics for discussion at labor-management conferences shall be limited to:

- (a) Administration of this Agreement;
- (b) Notification of the Union of changes made by the City that affect bargaining unit employees;
- (c) Discussion of grievances that have not been processed beyond the final step of the established grievance process, only if such discussion is mutually agreed to by the City and the Union or bargaining unit members;

- (d) Dissemination of general information of interest to the parties;
- (e) Sharing of perspectives of bargaining unit members with management and discussion of proposed suggestions concerning items of concern or interest to bargaining unit employees;
- (f) Discussion of ways in which to increase productivity and efficiency of work units; and employees;
- (g) Consideration and discussion and health and safety matters relating to bargaining unit employees.

**ARTICLE 30
SUBCONTRACTING AND SEASONAL EMPLOYEES**

Section 1. If a decision to subcontract work will result in job loss or a reduction in regularly scheduled non-overtime hours for employees, the City will provide reasonable notice to the Union. The Union will be allowed a reasonable period of time to discuss alternatives to subcontracting with the city before its decision is final.

Section 2. The City retains the right to hire up to twenty (20) seasonal employees for the Parks Department and up to six (6) seasonal employees in the Cemetery Department. Seasonal employees will not work more than 153 calendar days or 910 hours between May 1 and September 30 of any calendar year.

**ARTICLE 31
JOB DESCRIPTION**

Section 1. The City shall create, amend or update all job descriptions. Employees shall have access to their current job description. The Union shall receive a copy of a modification or update of any bargaining unit job description.

**ARTICLE 32
TOOLS**

Section 1. The City shall provide all tools that it deems necessary for employees to perform their assigned duties.

**ARTICLE 33
EMPLOYEE UNIFORMS**

Section 1. An employee uniform consists of a shirt and pants. The employee has a choice of long or short sleeve shirts.

Section 2. Part-time and newly hired employees shall receive five (5) uniforms. The March 1st after their anniversary date or at a mutually agreeable time, part-time and new hires shall receive up to a one hundred fifty dollar (\$150) annual allowance for the purchase of uniforms with reflective safety stripes. Current employees shall receive up to a one hundred fifty dollar (\$150) annual allowance for replacement uniforms with reflective safety stripes by March 1st. As an alternative to the \$150 annual allowance, the City, in its discretion, may provide uniforms. Newly hired employees must complete their probationary period to be eligible for a uniform allowance.

Section 3. In addition to their uniforms, new hires, part-time employees, and full-time employees shall receive up to a two hundred twenty-five dollar (\$225.00) annual shoe allowance effective January 1, 2017. Purchases must be turned in by October thirty-first (31st) for the purchase of ASTM-ANSI approved work shoes or work boots. New hires must complete their probationary period to be eligible for a shoe allowance.

Section 4. The City shall provide all employees with work gloves, rain gear and rubber boots or rubber shoes as necessary and is job related. Abuse or carelessness by an employee may lead to revoking this benefit for that employee. At the employee's option, the employee shall receive a one hundred dollar (\$100.00) outerwear allowance for the employee to purchase winter outerwear during the life of this agreement. Any outerwear purchased must have safety reflective stripes to be approved for payment. New hires must complete their probationary period to be eligible for an outerwear allowance.

Section 5. Mechanics in the bargaining unit shall receive a uniform service for regular clean uniforms.

ARTICLE 34 CDL LICENSES

Section 1. The City shall provide all equipment for training and testing for CDL licenses. The City will pay for the initial CDL license for all bargaining unit employees required to have one to perform the essential functions of their job. Employees shall pay for any renewals of CDL licenses. They agree to reimburse the City for any CDL license payment by automatic deduction from their paycheck if they leave the City within one (1) year after the City pays for their CDL license. CDL license payments are prospective only, and do not apply to any bargaining unit member who has already obtained a CDL license.

ARTICLE 35 LEAVES OF ABSENCE

Section 1. The City agrees to maintain the Medina Salaries and Benefits Code policy regarding leaves of absences in Section 31.18.

**ARTICLE 36
WAGES**

Section 1. Employees shall receive the following percent wage increases applied to their rates of pay effective in the first paycheck of January of each year of the contract as follows:

Retroactive to January 1, 2020	2.50%
January 1, 2021	2.50%
January 1, 2022	2.75%

2020 PAY SCALE – 2.50% increase

part time		18.20					
9	Construction Inspector	23.43	24.60	25.83	27.12	28.48	29.90
10		24.17	25.38	26.65	27.98	29.38	30.85
11	Senior Construction Inspector	0.00	0.00	0.00	0.00	0.00	0.00
12		26.65	27.98	29.38	30.85	32.39	34.01
16	Building / Property Maintenance Inspector	32.39	34.01	35.71	37.50	39.38	41.35
31	Laborer Tree Care Technician	18.21	19.12	20.08	21.08	22.13	23.24
32	Building Maintenance & Repair	19.12	20.08	21.08	22.13	23.24	24.40
33	Water System Testing Tech	20.08	21.08	22.13	23.24	24.40	25.62
34	Sexton Motor Equipment Operator	21.08	22.13	23.24	24.40	25.62	26.90
35	Water Operations Technician	22.13	23.24	24.40	25.62	26.90	28.25
36		23.24	24.40	25.62	26.90	28.25	29.66
37		24.40	25.62	26.90	28.25	29.66	31.14
32.5	Meter Technician / Water Technician	19.70	20.69	21.72	22.81	23.95	25.15
34.5	Mechanic	22.59	23.72	24.91	26.16	27.47	28.84

2021 PAY SCALE – 2.50% increase

part time		18.66					
9	Construction Inspector	24.02	25.22	26.48	27.80	29.19	30.65
10		24.77	26.01	27.31	28.68	30.11	31.62

11	Senior Construction Inspector	0.00	0.00	0.00	0.00	0.00	0.00
12		27.31	28.68	30.11	31.62	33.20	34.86
16	Building / Property Maintenance Inspector	33.20	34.86	36.60	38.43	40.35	42.37
31	Laborer Tree Care Technician	18.67	19.60	20.58	21.61	22.69	23.82
32	Building Maintenance & Repair	19.60	20.58	21.61	22.69	23.82	25.01
33	Water System Testing Tech	20.58	21.61	22.69	23.82	25.01	26.26
34	Sexton Motor Equipment Operator	21.61	22.69	23.82	25.01	26.26	27.57
35	Water Operations Technician	22.69	23.82	25.01	26.26	27.57	28.95
36		23.82	25.01	26.26	27.57	28.95	30.40
37		25.01	26.26	27.57	28.95	30.40	31.92
32.5	Meter Technician / Water Technician	20.19	21.20	22.26	23.37	24.54	25.77
34.5	Mechanic	23.15	24.31	25.53	26.81	28.15	29.56

2022 PAY SCALE – 2.75% increase

part time		19.17					
9	Construction Inspector	24.68	25.91	27.21	28.57	30.00	31.50
10		25.45	26.72	28.06	29.46	30.93	32.48
11	Senior Construction Inspector	0.00	0.00	0.00	0.00	0.00	0.00
12		28.06	29.46	30.93	32.48	34.10	35.81
16	Building / Property Maintenance Inspector	34.10	35.81	37.60	39.48	41.45	43.52
31	Laborer Tree Care Technician	19.18	20.14	21.15	22.21	23.32	24.49
32	Building Maintenance & Repair	20.14	21.15	22.21	23.32	24.49	25.71
33	Water System Testing Tech	21.15	22.21	23.32	24.49	25.71	27.00
34	Sexton Motor Equipment Operator	22.21	23.32	24.49	25.71	27.00	28.35
35	Water Operations Technician	23.32	24.49	25.71	27.00	28.35	29.77
36		24.49	25.71	27.00	28.35	29.77	31.26
37		25.71	27.00	28.35	29.77	31.26	32.82

32.5	Meter Technician / Water Technician	20.75	21.79	22.88	24.02	25.22	26.48
34.5	Mechanic	23.79	24.98	26.23	27.54	28.92	30.37

Section 2. Longevity. The City agrees to maintain the longevity formula outlined in City of Medina Salaries and Benefits Code policy Section 31.17. In addition, each full-time bargaining unit member shall receive an additional five dollars (\$5.00) per month above the monthly amount paid pursuant to the Salaries and Benefits Code.

Section 3. Shift Premium. The City shall pay a \$.35 shift premium for all second and third shifts designated by the City. Second and third shifts are those that follow the first shift established by the City, or designated by the city as a second or third shift. A shift equals a minimum of eight (8) hours. The shift premium applies only if the employees assigned to work the second or third shift as a regularly scheduled shift. It does not apply to call-ins or overtime.

Section 4. P.E.R.S. The City shall maintain its current P.E.R.S. contribution in accordance with State law.

Section 5. Travel and Education Benefits. The City shall maintain the travel and education benefits provided under City of Medina Salaries and Benefit Code Section 31.15.

Section 6. Severance Pay. All employees who are employed at the City's Water Treatment Plant who are not retained by the City after the Water Treatment Plant closes shall be awarded one (1) week of severance pay for each year of continuous service and/or fraction thereof. By accepting the severance pay, the employee terminates the employee's employment with the City and loses all seniority and/or reemployment rights with the City. If an employee is offered the same or greater paid position and rejects the offer, the employee shall not receive severance pay.

The City agrees that it shall consult with the Union about severance if it decides to eliminate a department in the future.

ARTICLE 37 DURATION

Section 1. This Agreement shall be effective from the date of ratification (_____) through December 31, 2022.

Section 2. Negotiations on a successor agreement shall be in conformity with R.C. 4117, et seq. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent not more than one hundred twenty (120) calendar days nor less sixty (60) calendar days prior to the expiration date of this agreement.

**ARTICLE 38
SIGNATURES**

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed as of this _____ day of _____, 2020.

FOR THE CITY OF MEDINA

FOR TEAMSTERS LOCAL 436

Dennis T. Hanwell, Mayor

John M. Fortesque, President

Nino Piccolli, Service Director

Dennis Kashi, Secretary Treasurer

APPROVED AS TO FORM

Sal Alioto, Business Representative

Greg Huber, Law Director

APPROVED AS TO CONTENT

Jon M. Dileno
Zashin & Rich Co., LPA

1659-19-04



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-585-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-585-2583 to request a copy.

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

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

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

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

Common Medical Event	Services You May Need		What You Will Pay		Limitations, Exceptions, & Other Important Information
	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	(60 visits per benefit period)	
	Rehabilitation services (Physical Therapy)	\$20 copay/visit	40% coinsurance	(30 visits per benefit period)	
	Habilitation services (Occupational Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period; except for work hardening, which is not covered)	
	Habilitation services (Speech Therapy)	\$20 copay/visit	40% coinsurance	(60 visits per benefit period)	
	Skilled nursing care	20% coinsurance	40% coinsurance	(120 days per benefit period; combined with Physical Medicine and Rehabilitation)	
	Durable medical equipment	20% coinsurance	40% coinsurance	None	
	Hospice services	20% coinsurance	40% coinsurance	None	
	Children's eye exam	No charge	40% coinsurance	None	
	Children's glasses	Not Covered	Not Covered	Excluded Service	
	Children's dental check-up	Not Covered	Not Covered	Excluded Service	

Excluded Services & Other Covered Services:

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

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

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

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: your state insurance department at 800-686-1526 and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cchio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

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

Does this plan provide Minimum Essential Coverage? Yes.

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

Does this plan meet Minimum Value Standards? Yes.

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

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

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

About these Coverage Examples:

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



Peg is having a baby

(2 months of in-network pre-natal care and a hospital delivery)

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

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost \$12,800

In this example, Peg would pay:

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

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

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

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

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$7,400

In this example, Joe would pay:

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

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

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

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$1,900

In this example, Mia would pay:

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

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

Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة: إذا كنت تتحدث أذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك (بالمجان). اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff. Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó nínízin: Díí saad bee yánílti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiiik'eh, éí ná hóló, koji' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Biibilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator

Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW Room 509F
HHH Building
Washington, DC 20201-0004
- By phone at:
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

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

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

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

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

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

ORDINANCE NO. 43-20

**AN ORDINANCE AMENDING ORDINANCE NO. 187-19,
PASSED NOVEMBER 25, 2019. (AMENDMENTS TO THE
2020 BUDGET)**

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
169-0705-54412 (Municipal Court-CMAR)	\$19,000.00 *

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

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor