

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

March 23, 2020
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 9, 2020, March 18, 2020 Special)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices and petitions.

Liquor Permit:

Not to object to the transfer of a D5 and D6 permit from Carrino Enterprises Inc. dba Jo Jos Sports Bar & Dominic's Pizza, 221 S. Jefferson Street to Mann Down Enterprises Inc. dba Jo Jos Sports Bar & Dominic's Pizza, 221 S. Jefferson Street.

Liquor Permit:

Not to object to a new D5L permit to Courthouse Pizzeria LLC, dba Courthouse Pizzeria, 2 Public Square, Medina, Ohio.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

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

Res. 51-20, Ord. 52-20, Ord. 53-20, Ord. 54-20, Ord. 55-20, Ord. 56-20, Ord. 57-20, Res. 58-20, Ord. 59-20, Ord. 60-20, Ord. 61-20.

Res. 51-20:

A Resolution accepting the Medina Evening Rotary Club donation of \$5,000 to be used to care for, preserve and protect the 911 Memorial Monument.

Ord. 52-20:

An Ordinance authorizing a water service connection at 5528 Lafayette Road in Lafayette Township.

Ord. 53-20:

An Ordinance authorizing the increase of the expenditure to Lake County Sewer Co. to \$85,000 for the Street Department.

Ord. 54-20:

An Ordinance authorizing the Mayor to sign the Letter of Arrangement with the Auditor of State Dave Yost for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2019.

(emergency clause requested)

Ord. 55-20:

An Ordinance authorizing the purchase and installation of fitness equipment at Ray Mellert Park from GameTime Fitness as part of the PY 2019 Community Development Block Grant Program.

Ord. 56-20:

An Ordinance amending section 31.02(b), 31.04, 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Tree Care Technician classification, and accepting the job description for the Parks Department.

Ord. 57-20:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Lindenwood Lake Dam Improvements Project.

(emergency clause requested)

Res. 58-20:

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).

(emergency clause requested).

Ord. 59-20:

An Ordinance accepting the report and recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association representing the Police Communications Division, Patrol Officers and the Sergeants Divisions.

(emergency clause requested)

Ord. 60-20

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

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, March 09, 2020

Opening:

Medina City Council met in regular, open session on Monday, March 09, 2020. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on February 24, 2020 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the ye a votes of E. Heffinger, P. Rose, J. Shields, and J. Coyne.

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 was absent.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb was absent.

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

Water & Utilities Committee: Mrs. Hazeltine was absent.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 20-047-3/9 – Budget Amendments
- 20-048-3/9 – Accept Donation – Medina Evening Rotary Club for 9/11 Memorial
- 20-049-3/9 – Approve Water Connection – 5528 Lafayette Road
- 20-050-3/9 – Increase Expenditure – Signal Service Co. – Street Dept.
- 20-051-3/9 – Letter of Arrangement – 2019 Financial Audit
- 20-052-3/9 – Game Time Fitness Equipment – Ray Mellert Park
- 20-053-3/9 – Amend S&B, 31.07, 31.05, 31.04(H) – Tree Care Technician
- 20-054-3/9 – Resolution Directing Property Owners to complete Lindenwood Dam Improvements
- 20-055-3/9 – Bids, Job #1018 – Lindenwood Lake Dam Improvements
- 20-056-3/9 – MOU w/ Medina County Soil & Water Conservation District

Health, Safety & Sanitation Committee

20-057-3/9 – Underground Waste Containers

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported

- 1) Parking Deck - Construction of parking deck south of Medina City will start again week of March 16, 2020.
- 2) Medina Bicentennial Books on Sale - \$10 for soft cover; \$20 for Hard Cover: Miss Molly's and Medina County Convention & Visitors Bureau has hard and soft covers; soft covers only at City Hall (Barb Dzur) and Fire House Museum when open.
- 3) Corona Virus COVID 19- information at Medina County Health Dept. website on symptoms, preventions, etc. Go to www.medinahealth.org and click on rolling banner on top of main page. New alerts and updates will be provided here as well.
- 4) Thursday, March 5, 2020 - Councilman Jim Shields, Lt. Scott Marcum and I attended the American Red Cross Acts of Courage awards in Fairlawn. Police Officers Matt Martincin and Chris Deeks were both awarded for saving two women from second floor apartment on fire on Birch Hill, June, 2019. Could not convince women to jump so found a ladder in nearby parking lot with construction ladder to get both out safely. Well done!
- 5) Thursday, March 12, 4 p.m. to 8:30 p.m. - Main Street Medina presents Ladies Night Out on Square at businesses.
- 6) National Day of Prayer Events- Thursday, May 7:
 - a. 7 a.m. Mayor's Prayer Breakfast at William on the Lake- tickets are \$15 person or table of 8 for \$100. Tickets will be available from local churches and Mayor's office.
 - b. Noon prayer service at St. Francis Church involving school students
 - c. 7pm Prayer service will be at Medina United Methodist Church.
 - d. Theme - "Pray God's Glory Across the Earth"

Keith Dirham, Finance Director, reminded residents that the City of Medina does have an income tax and returns are mandatory and must be filed by April 15th. There will be two opportunities coming up where representatives from RITA will be in town at the Rec Center on Saturday, March 14th and Saturday April 4th from 9 a.m. to 5 p.m. to help with the forms.

Greg Huber, Law Director, had no report.

Lt. Birckbichler, Police Department, had no report.

Kimberly Marshall, Economic Development Director, stated the Hometown America's Bicentennial Book Unveiling will be held at the Fire Engine House Museum 50 Public Square, at 10 a.m. on March 15th and then at 11 a.m. the ribbon cutting for new business Sweet Mango located at 871 North Court.

Medina City Council
March 09, 2020

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, had no report.

Mike Wright, Rec. Center Director, reported The Medina Rec thanks the community for another great year for the rec basketball league. This year they had 91 teams registered with just over 900 participants. Our last games are set for this weekend so the field house will be back to normal for Spring Break March 23rd thru the 27th.

The next Rec Advisory Board meeting is Thursday, March 19th at 7:30 a.m. at the recreation center.

Jansen Wehrley, Parks and Recreation Director, reported March 11th the USDA Wildlife Biologist will conduct deer survey beginning at 7 p.m. This is to verify the data that the Park Department has collected.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, stated with the South Broadway project the gas company has been on site and are lowering the gas laterals across the street in anticipation of the project. Letters have been sent to residents with information. They will announce a public meeting for residents to come in.

Nino Piccoli, Service Director, stated Ohio Edison contacted the city with respect to a project they have on East Smith road between Court and Broadway to exchange two poles, removing two and installing two with road closure on March 11th and 12th after 9 a.m. - open back up by 2 a.m. both days.

Unfinished Business:

There was none.

Introduction of Visitors:

Pat Walker resides at 523 E. Friendship St. Ms. Walker stated that the Save Your Courthouse Committee has decided to do another imitative petition to put the Courthouse issue on the ballot in November because they felt the City and County were not working jointly. They will be collecting signatures on election day at the recreation center, the fairgrounds and Human Services building collecting signatures between now and election day or go to her office at 231 S. Broadway to sign the petition.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 044-20:

An Ordinance authorizing the expenditure of \$10,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for animal related services for the year 2020. Mr. Shields moved for the adoption of Ordinance/Resolution No. 044-20, seconded by Mr. Rose. Mayor Hanwell stated that the \$10,000.00 is a lot less than what the city would have to pay if they

had an animal control officer. Rose stated that the SPCA has come a long way with all their improvements. The roll was called and Ordinance/Resolution No. 044-20 passed by the yea votes of P. Rose, J. Shields, J. Coyne, and E. Heffinger.

Ord. 045-20:

An Ordinance to amend the codified ordinances of the City of Medina, Ohio Section 943.06 (i) pertaining to Markers, Monuments, Foundations and Niche Coverings at the Spring Grove Cemetery. Mr. Shields moved for the adoption of Ordinance/Resolution No. 045-20, seconded by Mr. Rose. Mr. Wehrley stated this is to add language into 943.06 (i) to include specific information about the height of the tablet that is permitted in the newer sections. Concerns were to monuments being over 5 feet in height because the current ordinance regulates the size of the base, the width of it, and the taller you go with the monument, it tends to become unstable and poses a potential risk with settling and falling over. We brought this concern to the Cemetery Commission and they recommended a change to the marker requirements in the newer sections of the cemetery which are markers placed over single lots or double lots that the tablets on those markers are to not exceed 48 inches tall. The roll was called and Ordinance/Resolution No. 045-20 passed by the yea votes of J. Shields, J. Coyne, E. Heffinger, and P. Rose.

Ord. 046-20:

An Ordinance authorizing the purchase of one (1) 2020 Ford F250 Truck equipped with a Reading Classic II Service Body from Montrose Ford for the Parks Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 046-20, seconded by Mr. Rose. Mr. Wehrley stated this unit will replace 2005 GMC it is being equipped with a service body and is being funded with carryforward monies. The roll was called and Ordinance/Resolution No. 046-20 passed by the yea votes of J. Coyne, E. Heffinger, P. Rose, and J. Shields.

Res. 047-20:

A Resolution authorizing the Mayor to submit a grant application with the Ohio Environmental Protection Agency (OEPA) for the purpose of purchasing a new front load Packer Truck to be used in the collection of recyclable materials. Mr. Shields moved for the adoption of Ordinance/Resolution No. 047-20, seconded by Mr. Rose. Mr. Piccoli stated the total cost of the new front load packer is \$286,000.00 and grant will cover \$100,000.00. The roll was called and Ordinance/Resolution No. 047-20 passed by the yea votes of E. Heffinger, P. Rose, J. Shields, and J. Coyne.

Ord. 048-20:

An Ordinance authorizing the Mayor to enter into a Contract with Gatchell Grant Resources to work on the City's behalf to apply for an Assistance to Firefighters Grant (AFG) for the replacement of air tanks for the Fire Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 048-20, seconded by Mr. Rose. Chief Painter stated the cost of the grant request is \$443,467.00 leaving estimated cost to city around \$49,000.00 and Chief has that in his carryforward. The roll was called and Ordinance/Resolution No. 048-20 passed by the yea votes of P. Rose, J. Shields, J. Coyne, and E. Heffinger.

Ord. 049-20:

An Ordinance amending Ordinance No. 98-19, passed June 24, 2019, relative to the Agreement with the Board of Commissioners of Medina County, Ohio to share costs of Professional Design, Planning and Construction Management Services for the Joint Construction and Management of a County-City Courthouse. Mr. Shields moved for the adoption of Ordinance/Resolution No. 049-20, seconded by Mr. Rose. Mayor Hanwell stated the original Ordinance 98-19 which was passed in June 2019 incorrectly stated that the funds be paid to Brandstetter and Carol and in another section it stated that the funds should be paid to the County Commissioners, so this is correcting that. Ord. 98-19 also did not include the fees for the Construction Manager at Risk although it referenced them in the original ordinance. It adds an additional \$38,000.00. \$19,000.00 from the Courts Special Projects fund and \$19,000.00 from the City's capital account to make up the \$38,000.00 for the expected Construction Manager at Risk fees for the city's share. The roll was called and Ordinance/Resolution No. 049-20 passed by the yea votes of J. Shields, J. Coyne, E. Heffinger, and P. Rose.

Ord. 050-20:

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-20, seconded by Mr. Rose. Mr. Dirham stated that three of these are donations, and the other one is a transfer within the department. The roll was called and Ordinance/Resolution No. 050-20 passed by the yea votes of J. Coyne, E. Heffinger, P. Rose, and J. Shields.

Council Comments:

Mr. Rose spoke of the COVID-19 virus, mentioning his cousin that lives in Mulan and how people were already sick with symptoms before the outbreak even occurred and wondered if they just weren't tested. Paul is not trying to minimize it. Don't panic just use precautions, wash your hands don't shake hands this time of the year. Over 60,000.00 people a year already die just from the flu in the US.

Adjournment:

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

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

MEDINA CITY COUNCIL
Wednesday, March 18, 2020
Special Session

Opening:

After due notice according to law, Medina City Council met in special, open session Wednesday, March 18, 2020. The meeting was called to order at 5:30 p.m. by President of John Coyne.

Roll Call:

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

Introduction and Consideration of Ordinances and Resolutions:

Mr. Coyne announced that commencing with this meeting and continuing for each meeting hereafter there will be a motion to suspend the rules requiring three readings on every ordinance and resolution that they are going to discuss at that particular meeting, and if there is a second on that motion they will then vote on it and it will take three council members to affirm a vote to pass that motion which will then not require them to do three readings on any of the ordinances and resolutions they will address at that specific meeting.

Mr. Coyne entertained a motion to suspend the rules requiring three readings on Ord. 62-20 and Ord. 63-20; so moved by Mr. Shields and seconded by Mr. Rose. The motion to suspend the rules requiring three readings passed by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 062-20:

An Ordinance amending Section 917.03(b) of the Codified Ordinances of the City of Medina, Ohio relative to Water Service – Disconnection for Nonpayment or Violation: Reconnection Charges: Deposits. Mr. Shields moved for the adoption of Ordinance/Resolution No. 062-20, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 062-20, seconded by Mr. Rose. Mrs. Hazeltine explained that water service disconnections shall be suspended from March 15th, 2020 to June 30th, 2020 due to economic disruptions resulting from the COVID-19 pandemic that has caused the Governor of the State of Ohio to declare an emergency, water users will continue to be billed at the normal rate for water usage during the time period named hereinafter, which shall include charges for interest and penalties.

Mr. Coyne stated that this is just a relief mechanism for people who are having difficulties during these times to pay their water bill, you will not be disconnected because it is very important that you continue to wash your hands. That doesn't mean this is a free holiday, you are still going to have to pay the bill and pay penalties associated with nonpayment of your water bill but this will at least continue service of water to you. The roll was called on adding the emergency clause and was approved by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, J. Coyne and J. Hazeltine. The roll was called and Ordinance/Resolution No. 062-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and J. Coyne.

Ord. 063-20:

An Ordinance amending Section 111.01 of the Codified Ordinances of the City of Medina, Ohio relative to Time and Place of Regular Meetings, and Section 107.03 relative to Notification of Public Meetings. Mr. Shields moved for the adoption of Ordinance/Resolution No. 063-20, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to

Medina City Council
March 18, 2020

Ordinance/Resolution No. 063-20, seconded by Mr. Rose. Mr. Coyne explained that this is an ordinance for Council that enables the President of Council to make a determination at various times throughout the year whether or not to postpone or cancel a council meeting, to limit any public attendance to a meeting, to online stream in the event of a State of Emergency and to authorize the persons making the change or the clerk or secretary to provide notice to the media and to the public regarding the meetings. This may become an important issue in the weeks to come depending on what occurs at the State level, our Governor Mike DeWine is making mandates of closing certain businesses, restaurants, bars, hair salons, and nail salons. In order to comply with his requirements of 10 or less people at a meeting or gathering we may, depending on the length of the agenda, the items on the agenda and the importance of those items, move back to one meeting per month as a temporary measure. During the summer months if we need meetings during our break we will have meetings during the break. During this time of importance we will take it as a meeting by meeting basis whether or not to hold that meeting, suspend that meeting, or delay that meeting. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb. The roll was called and Ordinance/Resolution No. 063-20 passed by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, J. Hazeltine, and E. Heffinger.

Council Comments:

President Coyne stated there is a regular scheduled Council meeting on Monday, March 23rd, 2020 and requests that those who can watch by TV, please do so. If you absolutely have to come to the meeting you can because it is a public meeting, but we would like to inform you to contact us via Facebook or email if you have any questions and don't want to attend, we will be able to answer your questions during a meeting. It is very important that you stay home and stay safe.

Adjournment:

There being no further business before Council, the meeting adjourned at 5:36 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6666 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5429975		TRFO	MANN DOWN ENTERPRISES INC DBA JO JOS SPORTS BAR&DOMINICS PIZZA & WALK-IN COOLER & PATIO 221 S JEFFERSON ST MEDINA OHIO 44256
PERMIT NUMBER		TYPE	
10	01	2019	
ISSUE DATE			
03	12	2020	
FILING DATE			
D5	D6		PERMIT CLASSES
52	077	C	F23844
TAX DISTRICT		RECEIPT NO.	

FROM 03/16/2020

1286237			CARRINO ENTERPRISES INC DBA JO JOS SPORTS BAR&DOMINICS PIZZA & WALK-IN COOLER & PATIO 221 S JEFFERSON ST MEDINA OHIO 44256
PERMIT NUMBER		TYPE	
10	01	2019	
ISSUE DATE			
03	12	2020	
FILING DATE			
D5	D6		PERMIT CLASSES
52	077		
TAX DISTRICT		RECEIPT NO.	



MAILED 03/16/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/16/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **C TRFO 5429975**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

5429975

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 5429975; Name: MANN DOWN ENTERPRISES INC; DBA: DBA JO JOS SPORTS BAR&DOMINICS PIZZA & WALK-IN COOLER & PATIO; Address: 221 S JEFFERSON ST MEDINA 44256		
STUART S MANN	1000.00	PRESIDENT

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- [Ohio Department of Commerce](#)

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**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

1776940 PERMIT NUMBER		NEW TYPE	COURTHOUSE PIZZERIA LLC DBA COURTHOUSE PIZZERIA 2 PUBLIC SQ MEDINA OH 44256	
03 06 2020 ISSUE DATE				
03 06 2020 FILING DATE				
D5L PERMIT CLASSES				
52 TAX DISTRICT	077	C	C66674 RECEIPT NO.	

FROM 03/17/2020

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 03/17/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/17/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **C NEW 1776940**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256**

RESOLUTION NO. 51-20

A RESOLUTION ACCEPTING THE MEDINA EVENING ROTARY CLUB DONATION OF \$5,000 TO BE USED TO CARE FOR, PRESERVE AND PROTECT THE 911 MEMORIAL MONUMENT.

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

SEC. 1: That the City of Medina hereby accepts the Medina Evening Rotary Club’s gift of \$5,000 to arrange for the perpetual care of the September 11, 2001 Memorial erected at Medina Fire Station #1, located at 300 W. Reagan Parkway and N. Huntington Street in Medina as of February 29, 2020.

SEC. 2: That the donation of \$5,000 shall be appropriated to fund #104-0310 to care for, preserve and protect the monument for future generations so they may learn the historic significance of the monument and the important chapter in American History, and will serve future generations to remember the great sacrifice and pain our country suffered on that tragic day, September 11, 2001.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 52-20

AN ORDINANCE AUTHORIZING A WATER SERVICE CONNECTION AT 5528 LAFAYETTE ROAD IN LAFAYETTE TOWNSHIP.

WHEREAS: A request has been made by Greenkeepers Properties to request for a water service connection to the City water system on two parcels; #021-10B-09-010 (at 5528 Lafayette Rd.) and #021-10B-09-012 (vacant property); and

WHEREAS: The Finance Committee has recommended the granting of this water service connection without annexation of the property as required in Section 917.02 of the codified ordinances of the City of Medina.

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

SEC. 1: That authorization is hereby granted for a water service connection to the City water system on two parcels; #021-10B-09-010 (at 5528 Lafayette Rd.) and #021-10B-09-012 (vacant).

SEC. 2: That the above referenced water service connection shall be subject to all requirements of Chapters 917 and 919 of the codified ordinances of the City of Medina, Ohio.

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. 53-20

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO LAKE COUNTY SEWER CO. TO \$85,000 FOR THE STREET DEPARTMENT.

WHEREAS: The Service Director has requested to increase Purchase Order #20-714 from \$50,000 to \$85,000, which requires the Council’s approval; and

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

SEC. 1: That the increase to Purchase Order #20-714 from \$50,000 to \$85,000 is hereby authorized for the Street Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 102-0145-53321.

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. 54-20

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE LETTER OF ARRANGEMENT WITH THE AUDITOR OF STATE DAVE YOST FOR THE PREPARATION OF THE ANNUAL AUDIT FOR THE CITY OF MEDINA FOR THE FISCAL PERIOD ENDING DECEMBER 31, 2019, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed sign the Letter of Arrangement with the Auditor of the State of Ohio Dave Yost for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2019.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this service shall not exceed \$40,000.00 and are available in Account No. 001-0707-52221.
- SEC. 4:** That a copy of the Modification/Extension Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason work on the audit has commenced; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

OHIO AUDITOR OF STATE KEITH FABER



Exh. A
ORD. 54-26

Lausche Building, 12th Floor
615 Superior Avenue, NW
Cleveland, Ohio 44113-1801
(216) 787-3665 or (800) 626-2297
NortheastRegion@ohioauditor.gov

February 28, 2020

Dennis Hanwell, Mayor
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256

This engagement letter describes the arrangement between the City of Medina (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2020.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * William Ward, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Lindsey Young, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Cory Smith, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the City's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
 - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;

- c. Additional information that we may request from management for the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the City's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* for service organization reports dated prior to May 1, 2017 and AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- RITA, which collects your City's income taxes
- Medina County, which bills and collects your City's property taxes

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- RITA, which collects your City's income taxes

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related footnotes and required and other supplemental information*).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

Your Responsibilities:

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$37,187.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

Peer Review Report

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://www.ohioauditor.gov/publications/Peer_Opinion_2018.pdf. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Lindsey Young, Senior Audit Manager at 1-800-626-2297.

City of Medina
February 28, 2020
Page 9

Sincerely,

KEITH FABER
Auditor of State



Digitally signed by
William J. Ward
Date: 2020.02.28
14:55:10 -05'00'

William Ward
Assistant Chief Auditor, Northeast Region

Attachment

cc: Keith Dirham, Finance Director
Council

ACCEPTED BY

DATE

TITLE

2CFR Part 200 REPORTING PACKAGE

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance , if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

**SAMPLE
AMENDMENT # ___ TO ENGAGEMENT LETTER**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear _____:

The engagement letter dated _____ between the Auditor of State and the City is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	
Total this amendment	<u>\$0.00</u>
Previous fee estimate	
Revised fee estimate	<u>\$0.00</u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call _____ at _____.

Sincerely,

KEITH FABER
Auditor of State

[Name of Chief Auditor]
Chief Auditor, [Name] Region

cc: [Engagement Letter cc's]

ACCEPTED BY

DATE

TITLE

ORDINANCE NO. 55-20

**AN ORDINANCE AUTHORIZING THE PURCHASE AND
INSTALLATION OF FITNESS EQUIPMENT AT RAY
MELLERT PARK FROM GAMETIME FITNESS AS PART OF
THE PY 2019 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM.**

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

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

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

SEC. 1: That the purchase and installation of fitness equipment at Ray Mellert Park as part of the PY 2019 Community Development Block Grant, Project Category 1 from GameTime Fitness and utilizing the OMNIA Partners Contract #2017001134, Member ID 5112199 for the Parks Department, is hereby authorized.

SEC. 2: That the funds to cover these purchases, in the amount of \$32,500.00, are available as follows: \$17,500.00 in Account No. 125-0459-53315 and \$15,000.00 in Account No. 125-0459-54411.

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

Effective date –



A PLAYCORE COMPANY

c/o DWA Recreation, Inc. P.O. Box 208 Harrison, OH 45030 800-762-7936 Toll Free Quote #57836
330-821-4505 Fax www.dwarec.com

03/04/2020

ORD 55-20

Gametime Fitness - Prevailing Wage Rates

Medina, City of
Attn: Jansen Wehrley
785 E. Washington Street
Medina, OH 44256
Phone: 330-721-6950
Fax:330-721-6905
jwehrley@medinaoh.org

Ship to Zip 44256

Quantity	Part #	Description	Unit Price	Amount
1	13274S	GameTime - Vertical Press - Ada (Surface Mount)	\$5,164.00	\$5,164.00
1	13590I	GameTime - Combo Fitness Hub In ground	\$4,234.00	\$4,234.00
1	13575	GameTime - Joint Use Chin-Up Bar Station	\$1,176.00	\$1,176.00
1	13570	GameTime - Sit-Up Station	\$1,294.00	\$1,294.00
1	13280	GameTime - Balance Board Station	\$514.00	\$514.00
2	13565	GameTime - Fitness Sign Post For Sticker	\$204.00	\$408.00
1	PIP	GT-Impax - 560 Sq Ft of Poured-in-Place Rubber Surfacing- This price includes installation, supply and install of compacted stone sub-base and is based on the following: 4" compacted stone sub-base 350 SF at 7' Fall Height 210 SF at 2' Fall Height 50% black & 50% standard color blend Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor; standard rolled down edging detail unless otherwise noted; installation figured at prevailing wage rates. Security and Dumpster are NOT included.	\$12,820.00	\$12,820.00
1	RDU	GameTime - Supply and Install of 150 SF Concrete Pad Plus the Installation of the Above Equipment- <i>Installed by certified GameTime installers. Installation price based off prevailing wages.</i>	\$8,130.00	\$8,130.00
			Sub Total	\$33,740.00
			Discount	(\$2,540.35)
			Freight	\$857.37
			Total	\$32,057.02

Comments

*Installation based off prevailing wage rates.
Customer responsible for providing dumpster
Customer responsible for providing security during 72 hour cure time of poured-in-place rubber.*

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Gametime Fitness - Prevailing Wage Rates

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:
GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.
GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes.
- Access to a dumpster will need to be provided for the disposal of packaging materials.
- The above pricing is based on non-prevailing wage rates.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- Installations scheduled after 6 months of proposal acceptance may be subject to price adjustments.
- Normal lead time is 4 weeks from order date. However, scheduling and crew deployment is subject to local weather conditions including temperature and precipitation constraints. See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.

Gametime Fitness - Prevailing Wage Rates

GameTime Standard Colors

-- Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Sky Blue, Blue, Spring Green, Light Green, Green, Dark Green, Brown, Beige, Bronze, Black, Starlight, Metallic, Champagne, White

-- Deck Colors: Red, Gray, Blue, Brown

-- Plastic Colors: Yellow, Orange, Red, Royal Purple, Periwinkle, Sky Blue, Blue, Dark Blue, Spring Green, Light Green, Green, Brown, Beige, Champagne

-- HDPE Colors: Yellow, Orange, Red, Royal Purple, Sky Blue, Blue, Spring Green, Green, Beige, Black, Gray

--2 Color HDPE: Red/White, Sky Blue/White, Blue/Beige, Spring Green/White, Green/White, Green/Beige, Beige/Green, Black/White, Gray/Black

You may view Additional Color options and pre-designed play palettes on <https://www.gametime.com/resources/colors-and-color-palettes>

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

eMail: _____

eMail: _____

Project/Site Location: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Fax: _____

eMail: _____

Coordinates or Description of Location: _____

Gametime Fitness - Prevailing Wage Rates

Acceptance of quotation:

Accepted By (printed): _____

Date: _____

Title: _____

P.O. No: _____

Telephone: _____

Fax: _____

Purchase Amount: \$32,057.02

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Customer Signature

Quote prepared by: Taylor Kolanko
Sales Representative: Taylor Kolanko

ORDINANCE NO. 56-20

AN ORDINANCE AMENDING SECTION 31.02(B), 31.04, 31.05 AND 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE TREE CARE TECHNICIAN CLASSIFICATION, AND ACCEPTING THE JOB DESCRIPTION FOR THE PARKS DEPARTMENT.

WHEREAS: Section 31.02(B) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to the Parks and Recreation Department:

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

(1) **PARKS AND RECREATION DEPARTMENT**

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

* See 31.04 (I)

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

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to the Parks and Recreation Department:

PARKS AND RECREATION DEPARTMENT

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

* See 31.04 (I)

** One (1) Laborer position will be abolished following the next vacancy. (Ord. 48-18)
 ** The Parks Maintenance Technician position will be filled following a Laborer vacancy. (Ord. 48-18)
 (Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18)

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

SEC. 1: That Section 31.02(B) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to the Parks and Recreation Department:

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

(1) **PARKS AND RECREATION DEPARTMENT**

		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A
5	Laborers	per contract
1	Tree Technician	per contract * (after F/T filled)
1	Cemetery Laborer	per contract
1	Turf Technician	per contract + 7%

* See 31.04 (I)

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

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to the Parks and Recreation Department:

PARKS AND RECREATION DEPARTMENT

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

~~* See 31.04 (I)~~

~~** One (1) Laborer position will be abolished following the next vacancy. (Ord. 48-18)~~

~~** Part-time Tree Technician position will be abolished following full-time hire/appointment.~~

~~** The Parks Maintenance Technician position will be filled following a Laborer vacancy. (Ord. 48-18)~~

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

SEC. 3: That Section 31.04 Special Regulations - shall be amended by the removal of Section 31.04 (H).

SEC. 4: That the revised job description of the Tree Care Technician is hereby approved and is Marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

**THE CITY OF MEDINA
JOB DESCRIPTION**

*Ord 5620
Exh. A*

TITLE: Tree Care Technician
REPORTS TO: Arborist
DEPARTMENT/DIVISION: Parks/Forestry
CIVIL SERVICES STATUS: ~~Unclassified~~ **Classified**
JOB STATUS: ~~Part-Time~~ **Full-Time**
EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: The work in this class is manual labor of more than ordinary difficulty that often involves the use of acquired skill and calls for the use of some skills acquired by experience or on-the-job training. Under the general direction of the Arborist, the employee in this classification performs substantial arboricultural work consisting of tree maintenance, corrective pruning, mulching, chipping, fertilization and treatment, sucker removal, watering of trees, planting of trees, maintaining a nursery, and snow removal. ~~Minor tree climbing and pruning work~~ Working aloft will be maybe required but most of the work will be performed from the ground.

ESSENTIAL JOB FUNCTIONS:

Perform corrective pruning to properly train young trees to grow and develop into structurally strong trees.

Remove water sprouts along trunk and base of trees.

Assist in ~~small~~ tree removal and planting of trees.

Mulch, fertilize, **treat**, and water trees.

Identify tree species to aid in maintaining and updating computerized tree inventory.

Operate a skid-steer, chipper, chainsaws, **bucket truck**, and pruning tools.

Sharpens chain saws, axes, sickles and other tools.

Assists in daily maintenance of vehicles and equipment.

Assist other departments such as the Cemetery and Parks departments with mowing, edging, weed-whacking, mulching, leaf clean-up and digging.

Maintains regular and consistent attendance.

Fills in for and assists the Arborist as needed or required

Other duties as assigned

Maintains regular and consistent attendance

Lift at least 60 pounds on a regular basis

Able to perform the physical duties that include but are not **limited to working outside in all-weather situations, being able to stand or walk most of the scheduled shift, with** having the strength and agility sufficient to lift and maneuver trees and equipment as required and to climb into and onto to operate vehicles and equipment, along with the ability to stand, bend, stoop, crawl, squat, lift, kneel, **climb scaffolding and ladders, twist, reach and work on irregular surfaces and in the open on moving vehicles** throughout the day.

EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED preferred

Willingness to learn how to climb trees safely and efficiently.

Line Clearance Arborist or Line Clearance Arborist Trainee preferred

CPR and First Aid certification

At least two (2) years of tree care experience preferred

International Society of Arboriculture Certified Arborist preferred

License:

Valid driver's license (CDL preferred) issued by the State of Ohio and must remain insurable under the City of Medina's vehicle insurance plan.

QUALIFICATIONS:

Knowledge of:

- Principles and practices of forestry including the care of trees, corrective pruning, spraying, **fertilization and treatment**, planting, removal, equipment operation, and **tree climbing working aloft climbing and/or using an aerial device;**
- Occupational hazards and required safety precautions involved with the operation of forestry equipment according to the Occupational Safety and Health Administration.
- **American National Standard (A300) for Tree Care Operations and the American National Standard (Z133) Safety Requirements for Arboricultural Operations**

Skilled in:

- Operating equipment and machinery;
- Preparing records and reports; and
- Communicating effectively

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio; and
- **Pass a pre-employment drug test, physical examination, background check and Department of Motor Vehicle report;**

- Understand and follow complex oral and written instructions.

PHYSICAL DEMANDS:

~~Strength and agility sufficient to lift and maneuver heavy objects and the ability to climb into and operate large equipment and trucks. Bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching, and working on irregular surfaces and in the open on moving vehicles is also involved.~~

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend most of each day outside in the field. **It also involves working outside in all types of weather situations and occupational exposure to interaction with citizens.**

WORKING CONDITIONS:

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

EQUIPMENT USED: Chipper, skid-steer, bucket truck, dump truck, backhoe, snow plow, chainsaws and other equipment and vehicles as assigned.

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

EMPLOYEE ACKNOWLEDGEMNT: _____

DATE: _____

ORDINANCE NO. 57-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE LINDENWOOD LAKE DAM IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the Lindenwood Lake Dam Improvements Project in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$253,849.00, is available as follows in Account No. 418-0718-54411.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 58-20**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT), AND DECLARING AN EMERGENCY.**

WHEREAS: Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

SEC. 1: That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-21 and agrees:

- 1) To purchase an estimated salt tonnage of 3,000 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road
Medina, OH 44256

Stockpile Capacity: 1,600 tons

Tons Required: 3,000 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year indicating storage capacity and stating salt needs for the contract period.

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

SEC. 3: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.

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

SEC. 5: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the contract is due by April 24, 2020; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020**

WHEREAS, the (MEDINA CITY, MEDINA COUNTY (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 24 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN FRIDAY,
APRIL 24, 2020.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

DEADLINE TO SUBMIT SALT 2020-2021 RESOLUTION/ORDINANCE PARTICIPATION FORM: FRIDAY, APRIL 24th

Each Political Subdivision **must** submit this electronic order form (BELOW) AND attach an approved, completed, and signed Resolution/Ordinance for the ODOT Salt Contract to be included in the Department's bidding opportunity for road salt. Upon the Director of ODOT's award of the contract, you will be bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested on this participation form.

Link to Required Resolution/Ordinance Language

1) You cannot use previously submitted or approved resolutions/ordinances. No exceptions.

2) ALL ORDERS WILL BE BASED ON THIS ELECTRONIC SUBMISSION

By submitting the electronic participation form below AND attaching a completed and signed Resolution/Ordinance (link above) for the ODOT Salt Contract (018-21), you will be included in the Department's bidding opportunity for road salt and, upon the Director of ODOT's award of the contract, bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested.

3) Submission Receipt

Each Political Subdivision will receive a "submission receipt" via email verifying submitted tonnages. It is each Political Subdivision's responsibility to verify this information has been received and that all information is correct.

4) HOW TO MAKE CHANGES TO AN ALREADY SUBMITTED PARTICIPATION FORM

If you need to make any changes to your information after it has already been submitted, you must do so by no later than **5:00 PM on Friday, April 24th, 2020**. To make changes to an already submitted form you must re-submit the ENTIRE FORM WITH ALL INFORMATION FILLED OUT (including attached resolution/ordinance) and it will automatically overwrite the information you had previously submitted.

Salt Resolution/Ordinance Participation Form

Thank you for your submission.
County: Medina
Political Subdivision: City of Medina
Authorized Person: Nino Piccoli
Contact for Ordering: Bill Davis
EmailAddress: bdavis@medinaoh.org
Phone: 330-722-9082
Tons Requested: 3,000
1st Stockpile Address - Include Zip: 781 West Smith Road Medina, Oh. 44256

The Ohio Department of Transportation, 1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Privacy Statement | Feedback | Ohio.gov

ORDINANCE NO. 59-20

AN ORDINANCE ACCEPTING THE REPORT AND RECOMMENDATIONS OF THE FACT FINDER FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION REPRESENTING THE POLICE COMMUNICATIONS DIVISION, PATROL OFFICERS AND THE SERGEANTS DIVISIONS, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Report and Recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association representing the Communications Officers, Patrol Officers and the Sergeants Division is hereby accepted.
- SEC. 2:** That a copy of the Report and Recommendations is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to act on said Fact Finder Report within the required period of time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

City of Medina)	
)	
and)	Factfinder: Colman R. Lalka
)	
Ohio Benevolent Association)	
Communications)	2019-MED-08-0653
Patrol Officers)	2019-MED-08-0654
Sergeants)	2019-MED-08-0655
)	

HEARING

Date of Hearing: February 27, 2020
Location of Hearing: Medina, Ohio

ATTENDANCE AT HEARING

For the Employer:

Jon M. Dileno, Esq.
Dennis Hanwell, Mayor and Safety Director
Dave Birckbichler, Lieutenant and Acting Chief

For the Union:

George E. Gerken, Esq.
Danielle Chaffin, Esq.
Patty Miller, Dispatcher
Patrick Sloan, Sergeant
Jeff Smith, Detective
Daniel Warner, Patrol Officer

MEDIATION

Prior to the commencement of the fact-finding hearing, mediation was requested by the parties. The Factfinder acted as mediator with all outstanding issues being negotiated. No outstanding issues were resolved.

CRITERIA

After giving thorough consideration to the evidence and argument of the parties, the criteria used by the Factfinder in resolving the disputed issues were those set forth in Rules 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work giving consideration to factors peculiar to the area and classification involved;

4117-9-05(K)(3). The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

City of Medina recognizes the Ohio Patrolmen's Benevolent Association as the bargaining representative for certain employees comprising three Bargaining Units. The three Bargaining Units involved in these proceedings are: 1) Patrol Officers, 2) Sergeants, and 3) Communications, each with twenty-nine, seven, and ten sworn members respectively. The Bargaining Units are duly certified by the State Employment Relations Board and each had a Labor Agreement in effect that expired on October 31, 2019.

The Parties agreed to joint bargaining with the City bargaining simultaneously with the three Units. When impasse was reached, the Parties requested the Factfinder convene a hearing,

attain relevant facts, and prepare a report and recommendations in keeping with ORC 4117 and related Rules and Regulations adopted by SERB. The hearing was convened on the date and in the City indicated above. At that time the parties were provided the opportunity to present evidence and argument in such a manner that would allow the Factfinder to render a report and make recommendations on the issues at impasse.

INTRODUCTION

The City is on a sound financial footing resulting from measures designed to curtail costs. The measures included layoffs and the elimination of a number of positions. Additionally, there has been a reduction in the number of hours of its sixty part-time Employees from thirty-five to twenty-nine per week. The City adds that it did not impose such cost-cutting measures on any of the members of the within three Bargaining Units. The City has also deferred capital improvements for the past ten years.

In 2004 the voters approved an income tax increase, and the City enjoyed a \$3 million increase in tax collections over the past four years. As a result, the City maintains favorable fund balances. The City does not assert an inability to pay, but maintains that its capital needs, which have gone unaddressed, require fiscal restraint.

The City claims that the three within Bargaining Units presented an aggressive plate of demands that rendered it impossible to resolve the negotiations while keeping within the bounds of fiscal reasonableness. As a result, the City states, it commenced negotiations with the Teamsters, representing the Employees of its Service Department.

That Bargaining Unit is comprised of thirty-two full-time Employees, versus twenty-nine Employees in the Patrol Officers Unit, the largest of the three Units of the within Fact-Finding. In addition to its size, there is nothing before this Factfinder indicating that the Teamsters Union was bargaining from a position of weakness.

Thus, if considering a pattern of internal comparisons, the City's Teamsters Union may be considered a "bell-cow" Union. It must be borne in mind, however, that the Teamsters is a strike-unit compared to the OPBA being no-strike with the requirement of conciliation as opposed to, some might argue, the less desirable alternative of striking should negotiations reach impasse.

Discussion below of the provisions at impasse will be in the order presented at the Fact-finding Hearing.

Article 16, Section 2
Patrol Officers

Duty Hours

Under the language of the preceding Collective Bargaining Agreement, if a Patrol Officer is assigned as the Officer-in-Charge, the Officer must work in that position for a full ten hours or more to be compensated at the 5% premium over his¹ normal salary, provided he actually works as the OIC. The Union points out that an Officer who actually works in the position of OIC for nine hours, only to be replaced by a Supervisor for the last hour, is compensated at his normal salary for the nine hours as OIC. The Union desires to remove the ten-hour requirement, permitting an Officer to be compensated for all time worked as OIC, regardless of the amount of time in that position.

The City is not totally opposed to the Union's proposal. The City's objection is based on the entire elimination of the length-of-time requirement. The City desires to avoid the added administrative burden, and concomitant costs, associated with an Officer being placed in the OIC position for a short period of time, as, for example, fifteen minutes. The City requests that if the Union's proposal is recommended, a minimum time requirement of two hours be used.

In the view of the Factfinder, both positions have merit for the reasons advanced by the Parties. It is the recommendation of the Factfinder that Article 16, Section 2 of the Patrol Officers Successor Agreement read:

Section 2. If a bargaining unit employee is assigned as the Officer-in-Charge (OIC), and actually serves as OIC for a full two (2) hours or more, then he will be paid for such hours actually worked as OIC at his normal salary plus a five percent (5%) premium. There shall only be one (1) person assigned as OIC per shift.

¹ As in the Predecessor Agreements, the use of the masculine gender herein is for convenience and is intended to encompass both genders.

Article 17, Section 2
Patrol Officers
Sergeants
Article 16, Section 2
Communications

Overtime Pay and Court-Time

The Predecessor Agreements, at the Articles and Sections noted immediately above, provide that that when a Patrol Officer, Sergeant, or Dispatcher is called back to work on a normal work day, on a regular day off, or on a holiday, the Patrol Officer, Sergeant, or Dispatcher is paid at the rate of time-and-a-half. The Union points out that Employees working a scheduled holiday are paid time-and-a-half and feels that Employees called in on an unscheduled holiday should be compensated at the double-time rate.

The City counters by noting that police work is a twenty-four-hour per day, seven day per week operation. Working holidays is a known requirement of police work, the City continues, of which applicants are aware when seeking employment. Double time, the City contends, is unusual in the public sector and is a waste of public funds. In support, the City presented comparators from seventeen jurisdictions and notes that of those seventeen only four have a double time provision for working holidays.

The Factfinder notes that of the four jurisdictions having a double time provision, one pays double time when working a scheduled holiday, and Medina Township pays double time when working the holidays of Christmas Day, July 4th, Thanksgiving Day, and New Year's Eve. The remaining two jurisdiction pay double time to Employees called in to work an unscheduled holiday. None of the thirteen jurisdictions, as the City points out, has a double time provision for Employees called in to work an unscheduled holiday. The Union counters by noting that the two jurisdictions in Medina County, Medina Township and Wadsworth, have double time provisions.

Both Parties presented cogent argument in support of their respective positions. The Factfinder is inclined to agree with the Union's proposal, in that, unscheduled time has the added benefit, in addition to time off to simply "decompress," of permitting family time. This is especially so on holidays, as, for example, Christmas, or other holidays where family time is especially desirable. Unscheduled Employees called in on such days deserve compensation at a rate above the contractual normal rate of holiday pay.

It is the recommendation of the Factfinder that Article 17, Section 2 of the Patrol Officers and Sergeants Successor Agreements read:

Section 2. All time worked when called back after normal daily working hours or on a regular day off, and actual time spent engaged in appropriate police work within the City of Medina which requires immediate action, shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3. Employees called in to work on an unscheduled holiday shall receive double time for each hour worked on the holiday. Employees on medical-related or personal leave (excluding vacation, holiday, personal day or comp-time) for three (3) or more consecutive days shall not receive any additional compensation for appearing for court time or other work-related call-in, until such date on which the employee is cleared to return to work. Employees appearing for court time or call-in time during such leave shall not have sick time deducted for the actual time of appearance.

It is the further recommendation of the Factfinder that Article 16, Section 2 of the Communications Successor Agreement read:

Section 2. All time worked when called back after normal daily working hours or on a regular day off shall be compensated at the rate of one and one-half times his regular rate of pay, or the employee may elect to receive compensatory time, pursuant to Section 3. Employees called in to work on an unscheduled holiday shall receive double time for each hour worked on the holiday.

Article 17, Section 6
Patrol Officers
Sergeants
Article 16, Section 6
Communications

Overtime Pay and Court-Time

In the Predecessor Agreements, the three sections provide for call-in pay of two hours. The Union proposes modifying call-in pay to three hours. The City feels two hours is adequate.

In the view of the Factfinder, insufficient background was provided for the Factfinder to recommend the requested increase in call-in pay. The Factfinder recommends that the language of the of the Predecessor Agreements in the Sections noted immediately above be carried forward into the Successor Agreements.

Article 17, New Section 7
Patrol Officers
Sergeants

Overtime Pay and Court-Time

The City staffs three Detectives and one Detective Sergeant. The Department's four Detectives are required to be in on-call status between eleven and thirteen weeks per year. When in on-call status, Detectives are required to respond to calls in a timely manner. The

Union notes a Detective receives the minimum two hours call-in pay, however, this does not account, nor compensate, for the inability to travel out of the area or consume alcohol of any kind during social events, and so forth.

The City argues the Detective position is a sought-after assignment by Patrol Officers due not only to the interesting work, but also resulting from Detectives being assigned to a Monday through Friday day-shift schedule. Patrol Officers are aware of the working conditions of a Detective and are not required to apply for, nor accept, the position. At the time of the last Detective vacancy, five Patrol Officers applied to fill the position, and only one resigned from the Detective position and that was at the request of the City to fill a different position.

The City points out that the Detective who lives farthest from the City of Medina is about one-half hour away. This is the approximate distance to the City of Cleveland, and the City continues, permits a Detective a wide geographic area while on call. The City also points out that if a Detective wants to attend a function where alcohol may be consumed, as a wedding reception for example, the Detective can trade the on-call time with another Detective. Moreover, the City concludes, a Detective is assigned an unmarked City vehicle for travel to and from work.

The Factfinder is of the opinion that the City's arguments outweigh those of the Union's. The perquisites associated with the position of Detective, the Monday through Friday day shift schedule, the use of an unmarked City vehicle, the ability to trade on-call time, and the wide geographic area a detective may travel while in on-call status, far outweigh the requirements raised by the Union as being undesirable aspects of the position. The Factfinder recommends the Union's proposed new Article 17, Section 7, not be incorporated into the Patrol Officer's Successor Agreement.

Article 18, Section 3
Patrol Officers
Sergeants
Article 17, Section 3
Communications

Holidays

The Parties' Predecessor Agreements provide payment for working all holidays established by the City at the regular rate of pay, and, in addition, holiday pay not to exceed eight hours. The Union proposes increasing the cap of eight hours to ten. This additional time, the

Union argues, is consistent with the ten-hour schedule and permits those Employees to receive holiday pay for their entire shift.

The City notes that Patrol Officers have been on ten-hour shifts for decades, and the current system of compensation for holidays has likewise been in place for decades. There are eleven recognized holidays for City Employees, and, the City points out, Officers working a five-day per week schedule receive more holidays off than a shift Officer. If a holiday falls on a Monday, the five-day per week Employee receives the eight hours off. The shift Employee receives his regular pay plus the holiday rate for eight hours. What the Union is asking for, the City argues, is an additional twenty-two hours of pay per year for shift Employees.

Moreover, the City points out that ten-hour shifts were strongly supported by the membership when first negotiated into the Labor Agreements. Part and parcel to the change in schedules was the understanding that the change would not result in an increase in Officers' holiday hours. The City argues that now that time has elapsed, Union is now renegeing on that commitment.

While it seems the removal of the eight-hour cap is consistent with the hours actually worked on a holiday, the Fact-Finder finds more compelling the City's argument that the eight-hour cap on holiday pay retains the parity between shift Employees and Monday through Friday Employees. The Factfinder recommends the removal of the eight-hour cap not be implemented, and the language of the above three Sections of the Parties' Predecessor Agreements be carried forward into the Successor Agreements.

Article 20, Section 4
Patrol Officers
Article 20, Section 3
Sergeants
Article 19, Section 3
Communications

Sick Leave

The above Sections of the Predecessor Agreements provide for annual paid sick leave for all absences resulting from injury or occupational disease sustained or contracted in the course of employment for the City. The City initially argued this benefit should be deleted from the Successor Agreements, stating that it is unaware of any other jurisdiction providing this benefit and that Employees have Workers' Compensation as well as accrued sick leave in

the event of injury or illness. At the Hearing the City changed its position to clarify that this benefit be used after accrued sick leave has been depleted.

In order to prevent a future dispute over usage of this benefit, the Factfinder agrees clarifying language is called for and recommends the following sentence be inserted at the end of the above Sections:

The additional sick leave provided in this Section is to be used only after accumulated sick leave as provided elsewhere in this Article has been depleted.

Article 20, New Section 6
Patrol Officers
Article 20, New Section 5
Sergeants
Article 19, New Section 5
Communications

Sick Leave

The Union proposes a new Section to the Articles of the Successor Collective Bargaining Agreements providing for Sick Leave. The proposal provides that Employees who have accumulated six-hundred or more hours of Sick Leave be permitted to cash in up to eighty hours each year to be paid in June. Additionally, the Union notes, at the time of retirement Employees can cash in 37.5% of their unused sick leave up to four-hundred hours.

The Union argues that its proposals would act as an incentive for Employees to use less Sick Leave for illness of a less serious nature. This, the Union contends, would result in the City expending less money by cutting down on overtime costs. Other Cities in the county provide for such a benefit, the Union states, with the City of Wadsworth providing for a 100% cash-in at retirement of unused Sick Leave up to a maximum of 1,280 hours.

The City points out that the current Labor Agreements provide for two Stress Days per year. That is, the City notes, in addition to Sick Leave, Employees may call off two days per year even if not sick. Moreover, the City continues, even if Employees are not sick, they are entitled to convert two days of unused Sick Leave to Stress Days every six months the Employee does not use Sick Leave.

The Factfinder notes that the City of Wadsworth, while providing for a 100% cash-in of sick leave upon retirement, applies that benefit to Employees hired prior to February 1, 2013. For Employees hired after that date, the cash-in is capped at three-hundred hours. Thus, it

appears the City of Wadsworth modified its Sick Leave cash-in to be more in the area of Medina's current policy. Absent any further argument for the increase in expenditure of taxpayer funds caused by the insertion of the new Section into the Sick Leave Articles of the Successor Labor Agreements, this Factfinder recommends the new Section proposed by the Union not be included.

Article 20, New Section
Patrol Officers
Sergeants
Article 19, New Section 3
Communications

No-Fault Attendance Policy

The use of No-Fault Attendance Policies is widespread in private industry, and the City proposes adding a No-Fault Attendance Policy to the Successor Agreements. It is difficult to discipline anyone for sick leave abuse, the City feels, almost requiring fraud to be established. The Union states there is no problem of sick leave abuse, and there is no reason to change the existing policy. The City counters by stating that if there is no abuse of sick leave, the Union should have no problem with a No-Fault Policy.

The Union also points out that the Teamster Labor Agreement does not have a No-Fault Attendance Policy, even though such a policy was proposed during the last round of negotiations. The City argues the proposal was withdrawn during the Teamsters negotiations as part of the give-and-take of negotiations, and agreements on other outstanding issues being resolved.

The City offered four public sector Collective Bargaining Agreements for review. Two of the four Collective Bargaining Agreements provide for the right to establish No-Fault Attendance Policies after negotiations with the Union. Should negotiations fail to result in agreement, the Parties will submit to matter to arbitration. The third grants the public Employer the right to implement a No-Fault Policy, with the Union having the right to grieve its reasonableness. The fourth Labor Agreement has a No-Fault Policy in effect.

In that, at present, there is no problem with sick leave abuse, and in that the Parties have numerous other issue upon which to focus during this round of Factfinding and possibly Conciliation, the Factfinder is of the opinion implementation of a No-Fault Attendance Policy is best left unaddressed until the next round of negotiations at the expiration of the Successor Agreements.

The Factfinder recommends against adding a No-Fault Attendance Policy to the Successor Agreements.

Article 21, Sections 1 through 3
Patrol Officers
Sergeants
Article 20, Sections 1 through 4
Communications

Stress Days

The Parties Predecessor Agreements permit Employees, with prior approval of the Chief, to take two Stress Days per annum, with the opportunity to earn four additional Stress Days per annum pursuant to the Sick Leave provisions of Article 20 for Patrol Officers and Sergeants, and pursuant to the Sick Leave provisions of Article 19 for Dispatchers.

The City feels and proposes the additional Stress Days be deleted from the Successor Agreements. The Union indicates that this is an earned benefit for Employees and feels this benefit should be left in place in the Successor Agreements.

As with the No-Fault Attendance Policy, there is no record of abuse of this policy, and no compelling reason was presented for removal of the Stress Days provisions. The Factfinder recommends carrying the Stress Days provisions of the Predecessor Contracts forward into the Successor Labor Agreements.

Article 25, Section 7
Patrol Officers
Sergeants
Article 24, Section 7
Communications

Travel, Telephone and Educational Benefits

The Parties' Predecessor Labor Agreements for Patrol Officers and Sergeants provide that Police Patrolmen or Officers who have earned an associate degree in law enforcement or a four-year baccalaureate degree from an accredited university, receive an additional annual stipend of \$350.00. For Communications, the Predecessor Labor Agreement contains the same provision for associate or baccalaureate degrees, and also for a Communications Employee having earned and maintained an EMT certification.

The Union proposes the additional annual stipend of \$350.00 be deleted, and alternate compensation be inserted. The alternate stipend is proposed to be forty cents per hour added to base pay for the associate degree, eighty cents per hour for the baccalaureate degree, and eighty

cents per hour for honorably discharged veterans who served three or more years in any branch of the United States military, three or more years on reserve duty, or three or more years in the Ohio National Guard.

The Union argues that its proposal places Officers with military service on a par with those Employees who have post-secondary education. The ex-military Employees, the Union believes, have experience, education, and discipline gained from their military service consistent with the benefits gained from additional schooling. The Union also points out that the City places emphasis on military service along with college during the hiring process.

The City states that Civil Services provides extra points as an assist in hiring to applicants who are military veterans and applicants with desired education. This does not mean those applicants should receive additional pay. Moreover, the City continues, this benefit will affect a large number of Employees, and is tantamount to a wage increase. Eighty cents per hour, the City points out, costs-out to \$1,600.00 per year, up from a benefit of \$350.00. Finally, the City notes that of its list of seventeen comparable jurisdictions, none has additional compensation for military service.

The Factfinder notes that of the City's seventeen comparable jurisdictions, eight provide an additional stipend for associate's and bachelor's degrees and, as the City noted, not one for military service. The Factfinder is also aware, however, that in light of the ongoing engagement in combating terrorism for close to two decades, through the use of the military, and the sacrifice of members of the military, more and more recognition in various forms is provided to our military veterans. Furthermore, in that the work of our civilian safety forces is to some extent based on military procedure, military experience is not without application to police work.

The Factfinder is also mindful of the City's emphasis on the increased costs for each Employee affected by deleting of the \$350.00 annual stipend and substituting eighty cents per hour in its stead. The Factfinder agrees with the City's argument that this \$1,600.00 per annum, per affected Employee, is tantamount to a pay increase and amounts to more than an ancillary benefit. The Factfinder believes a compromise between the two positions is called for, and recommends the following language be inserted as the new section in the three Successor Agreements:

Section 7. Upon receipt of, or proof of having earned, an associate degree in the law enforcement field, a four (4) year baccalaureate degree from an accredited university, or upon proof of an honorable discharge after having served three (3) or more years in a branch of the United

States military; or upon proof of having served three (3) or more years on reserve duty for a branch of the United States military or three (3) or more years in the Ohio National Guard, a police patrolman or officer shall receive additional compensation in the amount of Three Hundred Fifty Dollars (\$350) payable semi-annually in July and December of each contract year.

For clarification, the Factfinder notes that the Patrol Officers Collective Bargaining Agreement contains a typo in that there are two Article 25 sections enumerated as Section 6. It is the Factfinder's recommendation that the above recommended Section 7 be inserted as the replacement for the second Section 6 in the Patrol Officers Successor Agreement.

Article 26, Section 1
Patrol Officers
Sergeants
Article 25, Section 1
Communications

Group Hospitalization

A Wellness Program has been established as part of the City's Group Hospitalization Plan. Pursuant to the Predecessor Agreements, Employees participating in the Wellness Program contribute 12% toward the hospitalization premiums, while non-participating Employees contribute 16%. These 12% and 16% levels have been in effect since 2017. Effective January 1, 2018 and January 1, 2019, and in the event the City's premium costs increased by 1%, the Labor Agreements provided for a 1% increase in Employee contribution.

The Union notes that not only have the premiums for the City not increased, they have actually gone down. According to an email from the Mayor commending Employees for their participation in the Wellness Program, and emphasizing the success of the Program, it was noted that the 2019 premium decreased 4.5% from 2018 and 7.5% over the period of 2016 to 2018 for a total of 12%. The Union points out that, despite facing 1% premium increases each year for 2018 and 2019 and despite the 12% reduction in premium costs to the City, its membership did not enjoy the same decrease in its premium costs.

The Union points to SERB data for cities with population of 25,000 to 99,000, and notes the Employee contribution is 12.4%. This coincides with its proposal of maintaining the same 12% Employee contribution for Wellness participants over the duration of the Successor Agreements. Non-participants contribution will be 18%. In summary, the Union argues, when premiums went down, Employee contribution remained the same, and, now that premiums are increasing, Bargaining Unit Members should continue the same 12% to make up for not having shared in the benefit of the previous premium decreases. Moreover, Union concludes, with

Employee contribution of 13% the City will be contributing less than its current 88%, and Employees continuing their 12% contributions will not cause a hardship for the City.

The City points out that historically Employee Health Care contributions have been uniform among the City's unions. The City proposes for the three OPBA Bargaining Units the same contribution levels ratified by its Teamsters Union. Regarding the decrease in premiums since 2016, the City points out that Employee contribution is a percentage, thus when the City's contribution decreased, Employee contribution also decreased.

With its Wellness Program, the City contends, the objective is a healthy workforce, and premium savings is a secondary benefit. Compliance with the Wellness program is not difficult to meet, the City states, in that compliance is not outcome oriented, but is based on participation. That is, an Employee is not, for example, required to participate in a marathon for compliance, but simply must participate in certain activities as well as have a blood test.

The City never sees the results of the blood test, which the Employee can have drawn at a local hospital or by his own physician. The benefit of the blood test, the City states, is that unknown health problems are brought to the Employee's attention, as, for example, high blood pressure or pre-diabetes. The Wellness Program activities, enumerated in Appendix B of the Predecessor Agreements, are educational. The Employee must complete three seminars of his choice over the time periods provided in Appendix B. Thus, the Wellness Program accommodates Employees who are unable to meet the challenges of certain physical activities.

The City proposes that commencing April 1, 2020 participants in the Wellness Program contribute 13% of Group Hospitalization premium costs, with the City the remaining 87%. Non-participants are to contribute 20% and the City is to pay the remaining 80%. Each succeeding year for the duration of the Agreements, if the City's premium costs increase by 1% or more, Employee contribution is to increase by 1% with contribution capped at 14% and 20% for Wellness participants and non-participants respectively. As in the Predecessor Agreements, the requirements of the Wellness Program must be met by September 1 of the preceding year and compliance is to be based on the same Appendix B.

The City points out that statewide averages for Employee contribution are slightly over 13%, and that its proposal of up to 14% is a little over averages for cities of comparable population. However, the City emphasizes, its Group Plan provides vision and dental benefits, and the Plans in the comparators gathered by SERB do not. Also, the out-of-pocket maximums

paid are on the low side compared to statewide averages, and on the low side for City averages within the state. Deductibles are \$500 and \$1,000, which appear to be mid-range compared to in- and out-of-network averages.

The City argues that there is no reason for an Employee not to participated in its Wellness Program and to enjoy the lower premium contribution. In that regard, the Factfinder notes that the Union presented no reasons for non-participation, nor were the number of Employees affected by the 20% contribution noted. Taking that into consideration, along with the benefit to Employees in being made aware of previously unknown health issues, or potential health issues, coupled with the City's unobtrusive posture regarding the Wellness Program, it is the view of the Factfinder that participation is to be encouraged.

Additionally, maintaining a semblance of uniformity between the City's Unions is desirable from the standpoint of maintaining labor peace and Employee satisfaction across Unions. Other than the Union addressing it not receiving decreases in premium contribution as did the City, no real reason was advanced for breaking from following the agreement reached by the Teamsters. The Factfinder notes that as the premiums decreased, in that Employees contribution was based on a percentage, the dollar contributions of Bargaining Unit Members also would have decreased although, it is noted, not in the same amount had the contribution been lowered by a percentage point. All told, the arguments advanced by the City hold sway with the Factfinder and the City's proposals are recommended, to wit:

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

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

tion. 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%).

- C. Effective January 1, 2022, if the City's insurance premium costs increase by one percent (1%) or more, and the employees are still paying a thirteen percent (13%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2021 rate (an increase to 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2021 percentage for 2022 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- D. Newly hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

The remaining Sections of Article 26 are recommended to remain as in the Predecessor Agreements.

Article 27, Sections 1 through 3
Patrol Officers
Article 27, Section 1
Sergeants
Article 26, Section 1
Communications

Wages

The Union points out that the City contracted with the contiguous Township of Lafayette to provide police coverage. Lafayette Township, with a population of 5,827, added 23.7 square miles to the Police patrol area. This added to the workload and responsibilities of the Department. Arrests increased from 738 in 2017 to 797 in 2018, and motor vehicle accidents increased to 770 in 2018 from 701 in 2017.

The workload of the Communications Center likewise increased, from 28,620 calls for Police in 2017 to 43,010 in 2018. The Center is also responsible for Fire Department dispatch in Medina, although calls for the Fire Department have decreased from 1,474 in 2017 to 1,338 in 2018. The complement of Dispatchers is budgeted for ten and is understaffed at nine. An additional Dispatcher, however, is scheduled to be added to the complement on March 1, 2020, and, as of the date of this Report, that Dispatcher should be in place.

Normally, there are three Patrol Officers per shift, the Union states, now a fourth Officer is patrolling the entire area of Lafayette Township alone. Response times for backup or other

emergency assistance have increased, making the job more hazardous. Thus, the Union emphasizes, the City of Medina is paid by Lafayette Township for the added coverage, placing more responsibility and stress on Employees without additional recompense.

The Union proposes three annual wage increases of 3%, commencing January 1, 2020. The Union notes that while the Teamsters settled for 2.5%, 2.5%, and 2.75%, their workload did not increase, while the workload of OPBA members did. Moreover, SERB data shows that for 2018, the statewide average for Police wage settlements was at 2.5%. With the increased workload and responsibilities, the Union believes, its proposal of three 3% increases over the life of the Successor Agreements is reasonable.

The City points out that most of Lafayette Township is rural, and the rural population is generally in the western area of the Township. It is the eastern portion of Lafayette that is contiguous to the Medina City patrol area, and it is that area where most of the population resides. Moreover, the City points out that the Highway Patrol responds to injury accidents on state routes, and there are multiple surrounding jurisdictions to respond if Officer backup or assistance is needed. Additionally, the number of Patrol Officers, while down in the past, is at the full complement of twenty-nine. While Police work is hazardous, during shift overlap as many as eleven Officers are on duty during the evening and early morning hours, the busiest and most hazardous times. The City pointed out that roadworkers in the Teamsters face hazards on the job as well.

The City notes that the Union presented a proposal of three 3% increases along with numerous other enhancements, and emphasizes the Teamsters ratified a Successor Agreement at 2.5%, 2.5%, and 2.75% without added enhancements. Moreover, the City points to the same SERB data as the Union, noting that its, the City's, proposal of three increases at 2.5% is in keeping with the statewide average for Police. Of nine comparable jurisdictions in Medina County, the City notes, Medina ranks second in 2019 Top Level Wages and Other Benefits for Patrol Officers. Of seventeen jurisdictions from surrounding areas, Medina Patrol Officer ranked fifth in 2019.

For Dispatchers, of four jurisdictions in Medina County, Medina Dispatchers ranked second in Top Level Wages and Other Benefits in 2019. Of seven comparators in the surrounding area, Medina Dispatcher ranked third. The City believes that the Union has not made a case warranting the large wage increase proposed. For Dispatchers, as with the Police, the City

proposes annual wage increases of 2.5%

As the City points out, the number of Patrol Officers and Dispatchers, while down in the past, is now at the full complement for both Bargaining Units. Thus, the increase in workload is spread over a larger number of Employees. Furthermore, as the City noted, Medina Patrol Officers are not responsible for injury accidents on state routes, and there are multiple jurisdictions to respond in Lafayette Township in the event Officer backup or assistance is needed.

The City also presented nine Medina County comparators for Wage Increases in 2020 and 2021. For 2020, three had "n/a" for the 2020 wage increase. Of the six remaining, not one was over 2.5%. For 2021, wage increases were listed for three of the comparators, and each was at 2.5%. The same result carries forward for seventeen comparators from the surrounding area, that is, no wage increase is above 2.5%. Finally, a February 13, 2020 Factfinder Report involving the Medina County Sheriff's Office shows a recommendation of three annual increases of 2.5% for 2020, 2021, and 2022.

Based on the evidence before this Factfinder, 2.5% wage increases are the norm. The 2.5% norm notwithstanding, to maintain parity between the City's Unions, as in the case of Employee contributions toward Group Health, the Factfinder feels that, despite enhancements recommended for these Employees, the same wage increases granted to the Teamsters should also be recommended for these Bargaining Unit Members. The Factfinder recommends, retroactive to January 1, 2020, a wage increase of 2.5%, 2.5% again on January 1, 2021, and 2.75% on January 1, 2022.

The Union also proposes modifying Section 1 of the Sergeants Labor Agreement to increase the Rank Differential between Sergeants and the top step of a Patrol Officer from fifteen percent to fifteen-and-one-half percent. No rationale was provided for the increase, and, in light of the general wage increase, the Factfinder recommends the current language of Article 27, Section 1 of the Sergeants Predecessor Agreement be carried forward into the Successor Agreement.

Article 27, New Section 5
Patrol Officers
Sergeants

Detective Pay

The Union proposes that Officers assigned to the Detective Bureau receive an additional \$1.00 per hour added to their base pay. Detectives, while working under the Job Description of a Patrol Officer, in reality perform different functions, from handling background checks for new applicants to investigating sexual assaults, as well as the other myriad duties a Detective performs. Moreover, the Union continues, the Detective case load has increased from 329 in 2018 to 417 in 2019.

The Union argues that there is a substantial stress level associated with the position of Detective. The stress level of a Detective is sustained, the Union states, with the Detective constantly thinking of cases being investigated. This, the Union argues, differs from the short-term stress faced by Patrol Officers.

The Union also argues that an Officer loses money by transferring to the Detective Bureau. This is the result of a loss in overtime and shift differential. Also, a Patrol Officer works four days per week, while a Detective works five. A Patrol Officer, the Union points out, can work a side job while remaining in a five-day workweek. To work a side job, a Detective works a six-day week. Additionally, the Union concludes, in that court time occurs during a Detective's normal working hours, overtime for court appearances is lost.

The City points out that a Patrol Officer is more likely to be assaulted while on duty than is a Detective, and a Patrol Officer faces the additional hazard of being in traffic while responding to vehicular accidents. Detectives, the City points out, work a five-day week on day shift, which, the City believes, is more desirable than working rotating shifts. The City also points out that there were five applicants from Patrol Officer for the last Detective opening, and Detectives do not request being placed back on Patrol.

The City also contends that Detectives do, in fact, work overtime and off-duty details. Additionally, when Patrol Officers are compensated above their normal rate for court appearances, it is the result of working added hours outside of their normal shift hours. The City also notes that Detectives are permitted to work overtime on basic Patrol.

The evidence adduced at the hearing convinces this Factfinder that the Detective position is desirable. The City has no difficulty filling a Detective position when a position opens,

and there is no evidence of Detectives voluntarily leaving the Detective bureau, despite the increased stress level and lack of outside job opportunities argued by the Union. The City also presented comparators from seventeen jurisdictions. Of the seventeen, only one had additional compensation for Detectives.

Considering the presentations of the Parties, the Factfinder recommends the additional \$1.00 per hour added to Detective base pay not be added to the Successor Agreements.

Article 27, New Section 6
Patrol Officers
Sergeants

Duty Weapon and Badge Buyout

The Union proposes that Employees covered by these Labor Agreements who retire at full pension or through a disability pension, be permitted to purchase their badge and service weapon for a cost of \$1.00. The Employee is not eligible if the retirement is based on a mental condition or disability. The Union points out that this language was just negotiated into the Medina County Sheriff Collective Bargaining Agreement.

The badge and weapon have value, the City argues, and the weapon is reassigned upon an Employee's retirement. The value of a weapon is roughly \$600.00, and no justification exists for exchanging a \$600.00 weapon and badge for \$1.00. The City points out that both the badge and weapon can currently be purchased at replacement value.

In the view of the Factfinder, there is insufficient evidentiary support for the addition of the Union's proposal to the Parties' Successor Agreements, and the Factfinder recommends the Union's proposal not be added.

Article 29, Section 1
Patrol Officers
Article 28, Section 1
Sergeants
Communications

Shift Differential

The Union proposes increasing Shift Differential from thirty-five cents per hour to eighty for Employees on the second and third shifts. The City objects to the increase, offering seventeen comparators, and notes that while the City is on the low end in the amount of the Differential, only four entities of the seventeen provide Differential while the remainder do not.

During the discussion regarding the Union proposal that Detectives receive an addition \$1.00 per hour, the City emphasizes, the Union argued day shift was not necessarily the most

desirable shift, and, that being the case, the City now asks, why a shift differential at all? The City also projects costs of the Shift Differential to be \$69,555 over the three years of the Successor Agreements.

The Factfinder feels that with the recommended wage increase, a Shift Differential in the amount of eighty cents per hour is too high. No rationale was offered to support an eighty cents per hour increase, however, a modest increase to account for inflation, is, in the opinion of the Factfinder, warranted. The Factfinder recommends an increase in Shift Differential from thirty-five cents per hour to fifty cents for Employees working second and third shifts.

Article 5
Patrol Officers
Sergeants
New Article
Communications

Management Rights

The Patrol Officers and Sergeants Agreements, the City believes, have somewhat limited Management Rights Articles, and, the City notes, the Communications Labor Agreement is lacking a Management Rights Article entirely. The language of the Management Rights Articles in the Predecessor Patrol Officers and Sergeants Agreements are identical, and the City proposes what it terms as modest proposals. The City emphasizes that the Rights requested are Rights the City already has.

The Union disagrees and contends the City is requesting new Rights without negotiating anything in return. For example, the Union states, current language of Article 5, Paragraph 2 provides, "Direct, supervise, Evaluate, or hire employees," to which the City desires to add, "and to determine when and under what circumstances a vacancy exists." The City also proposes a new Paragraph to, "Require employees to use or refrain from using specified uniforms or other tools of duty."

The Union states the new section regarding uniforms is the result of the City desiring to prevent some Patrol Officers from wearing baseball caps. This is already covered by Departmental Policy, and Patrol Officers are not permitted to deviate from the Policy. Other new Rights are, "Privatize or subcontract services," and "The City reserves the right to implement new or revised existing policies or practices which do not conflict with the express terms of this Contract."

While the right to implement new policies not in conflict with the Labor Agreement is

an existing right, the Rights to Privatize and Subcontract services is not, and, in the view of the Factfinder, too broad to be recommended. Those Rights, the Factfinder believes, encompass too many areas of a Collective Bargaining Agreement to be recommended for inclusion absent lengthy negotiations between the Parties where the numerous ramifications of Privatization and Subcontracting are thoroughly discussed. Privatization and Subcontracting, the Factfinder also believes, are potential grounds for numerous disputes as well as engendering ill will among the Employees should the City exercise those rights.

For the Patrol Officers and Sergeants Successor Agreements, the Factfinder recommends Article 5, Management Rights, be carried forward as is.

For the Communications Successor Agreement, the Factfinder recommends the language of the Patrol Officers and Sergeants be inserted therein, to wit:

Unless otherwise agreed herein, the City maintains the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause of lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Article 16, Section 1
Patrol Officers
Sergeants
Article 15, Section 1
Communications

Duty Hours

Pursuant Article 16, Section 1 of the Patrol Officers and Sergeants Predecessor Agreements, Patrol Officers and Sergeants are assigned to four ten-hour working days per workweek. In the event the staffing level drops below eighteen, including both Patrol Officers and Sergeants, the City has the discretion to change the schedule to five eight-hour days per workweek. The Communications Predecessor Agreement simply provides for a forty-hour workweek.

The City desires to modify the language to allow for scheduling to better fit within a

twenty-four-hour day. Mid-term in the Predecessor Agreements the City approached the Union with a proposal for twelve-hour shifts. This, the City states, was rejected by a close vote.

The City argues, that when ten-hour shifts were negotiated, the City was in financial crisis. Officers were laid off and the City was concerned more Officers would be lost if eight-hour shifts were maintained. The City indicates that a middle ground of ten hours was reached. The Union is opposed and notes that ten-hour shifts have been in place since at least 1983. In transitioning to twelve-hour days, the Union believes, Articles 17, 18, 19, 20, 21, 24, among others, would require renegotiation.

The Union presented studies, wherein it was posited that twelve-hours shifts in police work result in more accidents, not only while on duty but also as Officers are returning home after completion of a twelve-hour tour. It was concluded that ten-hour shifts improve the quality of life of Officers, having a positive effect on family life and second jobs. The benefit to the city was decreased overtime. Improvements, however, did not carry forward to twelve-hour shifts. The amount of Officer sleep decreased, and fatigue increased. Overtime also increased. Twelve hour shifts also potentially have a deleterious affect on a spouse's job as well as child-care.

The City counters by pointing out that shifts are bid every six months and are seniority based. Senior Officers can change shifts via bid. Furthermore, the City points out that Officers work extended shifts when working overtime, generally in four-hour increments.

The Factfinder has given deference to the studies, and believes further study is needed before recommending the City have the right to compel Officers to work twelve hours shifts. The Factfinder recommends the Duty Hours language of the Predecessor Agreements be carried forward into the Successor Agreements.

Article 34
Patrol Officers
Article 33
Sergeants
Article 32
Communications

Injury Leave/Wage Continuation

In lieu of Workers' Compensation Lost Time benefits, the Predecessor Agreements provide for full pay and benefits for on-the-job, i.e., compensable, injuries or illnesses. This benefit has been in the Parties' Labor Agreements for decades and recognizes the inherent hazards of

police work. Hazardous duty injuries, the City believes, should include, for example, being shot, injury during a police chase, and so forth.

The problem, the City continues, is that the Agreements provide full pay and benefits for any on-the-job injury or illness. An Employee would receive full pay and benefits for twisting an ankle walking to his car. In 2018, an Employee was off for thirty-five days at full pay and benefits after an on-duty injury during a Police Athletic League basketball game. With this type of benefit, the City argues, there is less incentive for an Employee to return to work.

The City feels this benefit should only apply for injuries sustained while engaged in what is considered hazardous police duty. Employees recovering from other types of on-the-job injuries should rely on Workers' Compensation for remuneration. Agreements in other jurisdictions provide for full pay and benefits only for injuries sustained during hazardous types of police work, and the City provided copies of Labor Agreements from four jurisdictions for the Factfinder's review.

Dispatchers, the City continues, do not face hazardous duty, and this benefit should be deleted in its entirety from the Communications Successor Agreement. Moreover, the Teamsters have no such provision and those Employees face hazards on-the-job when, for example, performing road repair. Those Employees must rely on Workers' Compensation for benefits.

The Union stresses that of the Labor Agreements provided for the Factfinder's review, unless an injury is not as expressly enumerated, the benefit does not apply. In that event, the benefit for non-enumerated injuries is at the sole discretion of the Employer. The Union also objects to modification of this benefit in that when an Employee must rely on Workers' Compensation, nothing is contributed toward his pension.

Regarding the within Labor Agreements, this is a benefit that has been in existence for decades. The Factfinder is of the view, in that only the 2018 PAL basketball injury was cited as problematic, sway holds against the City's desire to modify the benefit as currently provided. As the Union points out, the Labor Agreements offered as comparators only provide for full compensation for the injuries expressly enumerated. Modification of the benefit in the Successor Agreements, or deletion entirely for the Dispatchers, would amount to a pay cut for some Employees during periods of recovery.

Additionally, the City is not claiming an inability to pay, and the cost of providing the benefit is not before the Factfinder and the Factfinder assumes the cost not to be that great. The

Factfinder recommends against modifying or deleting the benefit in the Parties' Successor Collective Bargaining Agreements.

Article 24, New Sections 8 and 9
New Article
Communications

For the Communications Successor Agreement, the Union proposes a new Section 8, providing Training Officers receive an additional \$2.50 per hour for each hour spent training. Additionally, due to the increase in workload created in assuming dispatch duties for multiple jurisdictions, the Union proposes a new Section 9 providing that each Dispatcher receive a bonus of \$500.00 the first pay period after June 1, 2020, a bonus of \$600.00 the first pay period after June 1, 2021, and a bonus of \$700.00 the first pay period after June 1, 2022.

There was insufficient rationale developed at the Factfinding Hearing upon which the Factfinder can base recommending the Union's proposed two new sections. The Factfinder recommends proposed new Sections 8 and 9 not be included in the Communications Successor Agreement.

The Union also proposed a new Article wherein the Terminal Agency Coordinator, who audits LEADS input information, receive a forty cents per hour premium. As with the new Sections 8 and 9, sufficient rationale in support was not developed at the Hearing, and the Factfinder recommends against the new Article being added to the Successor Agreement.

ISSUES OF TENTATIVE AGREEMENT

In addition to the issues at impasse, the parties have made proposals, concessions, and withdrawal of proposals in the course of bargaining. Tentative Agreement has been reached on the following issues:

Article 4, Fair Share Fee

Article 19, Section 1, Vacation Accrual

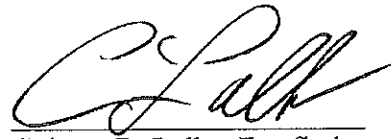
Article 20, Section 1, Sick Leave

Article 25, Section 6, Education Pay

Article 35, Duration

At the request of the parties that the above Tentative Agreements be incorporated into this Report, to which request the Factfinder agrees, it is recommended that the above identified

issues of Tentative Agreement be included in the parties' Labor Agreements. With the exception of the above issues at impasse and the Tentative Agreements, it is further recommended that the remainder of the Successor Agreements remain the same as in the Predecessor Agreements.

A handwritten signature in cursive script, appearing to read "C. Lalk", written in black ink.

Colman R. Lalk, Factfinder

Dated: March 16, 2020
Madison, Lake County, Ohio

ORDINANCE NO. 60-20

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

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-54411 (Donation-Early Childhood PTA)	500.00 *

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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor