CITY OF MEDINA
AGENDA FOR CITY COUNCIL MEETING

April 27, 2020
Medina City Hall
7:30 p.m.

****REMOTE TELECONFERENCE MEETING****

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**NOTE: The April 27, 2020 meeting of the Medina City Council will be conducted as a remote meeting, pursuant to H.B. #197.

Call to Order.

Roll Call.

Reading of minutes. (April 13, 2020)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

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

Introduction and consideration of ordinances and resolutions.
Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 75-20, Ord. 76-20, Ord. 77-20, Res. 78-20, Ord. 79-20, Ord. 80-20, Ord. 81-20, Res. 82-20, Ord. 83-20, Ord. 84-20. If approved – Ord. 85-20

Ord. 75-20
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2020-2021 Equipment and Asphalt General Paving Services Program.

Ord. 76-20
An Ordinance authorizing the Mayor to enter into an Engineering and Surveying Agreement with Cunningham & Associates, Inc. for the Spring Grove and North Broadway Bridge Replacement Projects.
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Ord. 77-20
An Ordinance authorizing the Mayor to enter into Task Order #4 to the Agreement with Delta Airport Consultants, Inc. for professional services at the Medina Municipal Airport relative to the Airfield Remarking at Medina Municipal Airport.

Res. 78-20
A Resolution accepting the 2020 Remote Technology Grant Project Award from the Supreme Court of Ohio to the Medina Municipal Court.
(emergency clause requested)

Ord. 79-20
An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Police Sergeants and authorizing the Mayor to execute said agreement.
(emergency clause requested)

Ord. 80-20
An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers and authorizing the Mayor to execute said agreement.
(emergency clause requested)

Ord. 81-20
An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Communication Officers and authorizing the Mayor to execute said agreement.
(emergency clause requested)

Res. 82-20
A Resolution authorizing the Mayor to enter into a Partnership Agreement with the City of Brunswick, to file an application for grant assistance with the Ohio Development Services Agency for a PY20 Community Housing Impact and Preservation Program (CHIP) Grant.
(emergency clause requested)

Ord. 83-20
An Ordinance rezoning the property at 1088 S. Court Street from R-3, High Density Residential to C-S, Commercial Service.

Ord. 84-20
An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget)

To be added to the agenda if approved by Finance Committee:

Ord. 85-20
An Ordinance authorizing the expenditure of $5,000.00 to Cups Café for COVID-19 relief to City of Medina residents.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, April 13, 2020

Note: The April 13, 2020 meeting of the Medina City Council was conducted as a remote meeting pursuant to H.B. #197.

Public Hearing:
To consider the rezoning of 1088 S. Court Street from R-3, High Density Residential to C-S. Commercial Service.

For: Mr. Mendel stated this went through the Planning Commission on February 13th 2020, after reviewing they recommended the rezoning. The Finance committee reviewed it on February 24th, 2020 and minimum of 30 day notice for public hearing.

Justin Eddy from Tucker Ellis, representing Trillium Creek LLC., stated they have been here several times for rezoning and is not going to restate all the previous classifications. He feels their request is to bring this property to conformance with the surrounding area. This property sits as the only residential property in this section of South Court Street along that corridor and the ongoing commercial development has affected the applicant's ability to utilize it for any of the permitted and conditionally permitted uses in the R-3 zoning classification. This property satisfies all those standards outlined in a commercial corridor and would be complimentary to the uses in that area. He spoke of the traffic concerns of the Pinewood Residents and closed with his stating his gratitude towards the Medina City Council and said he appreciates their accommodations during this Covid-19 crisis.

Against: Mr. Shields read a statement from the Pinewood Condominium Association, as follows:

When the issue of rezoning the lot at 1088 S. Court St. first came up last April, the Pinewood Condominium Association's major objection to any commercial use of that lot was the increase in traffic congestion and concern for motorists' safety. We have since provided Council with empirical reasons for our opposition. We have repeatedly asked for a traffic study of the area and have expressed our concerns about traffic safety to officials at Key Bank.

Another commercial driveway in the two tenths of a mile south of Sturbridge to newly developing Mast Parkway would be hazardous to motorists as well as residents on Pinewood and Hartford Dr. A driveway would be at the crest of a rise which obstructs the view of oncoming northbound traffic on S. Court and would be only about 100 feet from Pinewood and opposite Hartford.

We are gratified that our concerns are shared by Mayor Hanwell, the County Commissioners and Montville Township Trustees. They have all asked ODOT to do a comprehensive analysis of traffic on Route 3 south to I-76. We believe it would be irresponsible to consider this rezoning until the results of the traffic study are available.

In his letter to ODOT the Mayor pointed out that Route 3 at the south end of Medina, due to its limited lanes and numerous points of ingress and egress "provides significant safety concerns for the motoring public as well as our safety forces". In short there are too many driveways too close together.

We were shocked that after initially refusing a rezoning request, the Planning Commission recommended approval of the C-S status. The C-S rezoning is not a compromise. It will still permit uses that would generate more traffic and result in an eighth commercial driveway in a narrow, heavily traveled area of S. Court.

While the Planning Director made no recommendation at the planning commission meeting,

the City Law Director recommended that the Planning Commission approve the C-S rezoning request. Has the Law Director provided Council with the basis for his recommendation? If so, what is it? You must not approve this rezoning just to avoid litigation or to limit the City's liability.

Our concern is the dangerous and immediate impact an eighth commercial driveway in this narrow, short stretch of S. Court St. would have on the thousands of motorists and this narrow, short stretch of S. Court St. would have on the thousands of motorists and passengers who use this busy corridor daily, as well as on our dedicated safety forces, when accidents or medical incidents occur. Their safety far outweighs any plan to put a commercial entity on that property. We urge you to follow the comprehensive plan and show your commitment to the general welfare of the citizens of Medina and ensure the safe and prosperous future of this historic City. Reject this rezoning request.

Public Hearing Closed at 7:42 p.m.

Opening:
Medina City Council met in regular, open session on Monday, April 13th, 2020. The remote meeting was called to order at 7:42 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

President John Coyne explained they are trying something new due to the Coronavirus pandemic and are asking members to communicate with them via Facebook or email for questions you may have rather than attend the meetings for your safety and ours.

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

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

Minutes:
Mr. Shields moved that the minutes from the regular meeting on March 23rd, 2020 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yea votes of J. Shields, D. Simpson, J. Coyne, E. Heffinger, B. Lamb, and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they meet prior to this virtual Council meeting and had a lot of discussion items on the agenda.

Health, Safety & Sanitation Committee: Mr. Simpson encouraged residents to get on the city website and listen to updates by our Mayor Hanwell on what the city is doing and following the state and federal guidelines that are placed before him. There is no scheduled meeting at this time.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Heffinger has no meeting scheduled but reported that the South Broadway Reconstruction Project officially starts tomorrow and will be closed until October.

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

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee
20-077-4/13 – Budget Amendments
20-078-4/13 – Consider How to Handle Water Disconnects, etc. after Ord. 62-20 expires
20-079-4/13 – Bids - 2020/2021 Equipment and General Pavement Services
20-080-4/13 – General Liability Insurance Renewal
20-081-4/13 – 2020 Remote Technology Grant Project – Municipal Court
20-082-4/13 – Agreement w/ Cunningham & Associates – Spring Grove and N. Broadway Bridge Replacement
20-083-4/13 – Task Order #4 – Delta Airport Consultants – Remark Airfield
20-084-4/13 – Collective Bargaining Agreement – Ohio Patrolmen's Benevolent Association for Patrol Officers, Sergeants and Communication Officers
20-085-4/13 – Pandemic Relief for Seniors & At Risk City Residents

Reports of Municipal Officers:

A. **Dennis Hanwell, Mayor,** reported Covid-19 Press release review - City Hall will have limited access effective immediately. Appointments will be required to meet with staff. Any items that may be submitted electronically or mailed are preferred. We will have a box or bin in vestibules at both entrances to leave mail for any city department. We will distribute. Also have utility drops at Medina Municipal Court lot. If emergency and access needed without appointment, numbers will be posted at inner city hall doors to call office and ask for immediate help. Essential services to constituents will be maintained, but some services deferred- ex. fence permits, pool permits, etc. to limit exposure of public to staff and vice versa. We apologize for any inconvenience, but want to keep all safe and stop the spread of the virus. Thank Medina City Schools for sharing laptops during their closure with city to permit operations from home for some staff members. Videos on city website, www.medinaoh.org for businesses and residents on local recommendations during COVID-19 pandemic.
B. New Parking Deck/TIF- The new parking deck being erected was supplemented by a $1 million dollar capital grant from the State of Ohio due to historical downtown and numerous events and activities that draw visitors from broad region. The deck costs about

$3.8 million, so the city is loaning or fronting the remaining $2.8 million. The city established a Tax Increment Finance District for areas adjacent and surrounding parking deck. This means that as new development occurs (like the old Chamber property at SW corner of W. Friendship and N. Court), the taxes paid for the property improvements will be reimbursed to the city until our $2.8 million investment is repaid. So in the end, the city will own a $3.8 million parking deck with no city money used. With limited ability to building new homes in city due to limited lots, to help increase income tax base the city is focusing on industrial expansions and new employers, increase in commercial, retail and restaurants, as well as condensed housing like apartments, town houses, etc. to help tax base.

C. **Save the Courthouse group** - Asking for signatures to prohibit city from spending any monies on design or construction of combined Common Pleas/Municipal Court facility on the Square. This action will not "save" any courthouse, it will simply make it impossible for the city to collaborate with Medina County to save tax dollars by working with the county. In essence, the engineering, design, and construction will have to happen twice- once for Common Pleas and once for Medina Municipal Court for two buildings with couple blocks of one another. More concerning, is that the efficiencies of a combined Courthouse for Common Pleas and Medina Municipal operations will be forever lost. These include, but are not limited to, shared hallways and restrooms, shared elevators, shared security entrance, and shared meeting rooms. If city is restricted from taking part in the project as a result of this petition, the county intends to go along with their project without us and still remove the 1969 Common Pleas Courthouse once the new court facility is built and ready to move it. This will leave the city with only option of building a separate Municipal Court facility elsewhere. The Council, Administration and Municipal Judge Gary Werner all support the combined facility and feel the saving of tax dollars for county and city constituents as a result of this collaborative effort.

D. **Tornado-** Strong storm and winds caused extreme damage in city to numerous homes and businesses. One resident was injured when tree crashed through house. Staff were called out late Tuesday, April 7th and worked through the night blocking streets, cutting trees out of the roads, and assisting utility companies after trees were removed from live power lines. All staff in city assisted in some manner. The city was also offered help from the cities of Brunswick and Wadsworth, Medina County, and ODOT. We worked the storm damage cleanup from Tuesday evening through Friday for two shifts each day. Well done by all staff involved.

Keith Dirham, Finance Director, reported the tax deadline for municipal taxes has been pushed back to the July15th to match with the IRS and State deadlines. City Hall is open with limited access to limit spread of the virus. We are available to take payments over the phone and when necessary you can be escorted in and take payments in person as well. Water shutoffs have been temporarily suspended but we ask everyone to pay your water bill as you are able because the charges have not been suspended just the suspensions have and we will collect those funds eventually. Council will be acting on working out how to handle disconnections when this is eventually over and what to do with penalties.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Department, had no report.

Kimberly Marshall, Economic Development Director, reported Since the COVID Pandemic hit, they have been busy communicating with businesses and companies via phone and email to check on them and offer assistance from the city and answer as many questions as possible pertaining to programs that are available to them.
She stated she has been attending as many webinars and conference calls with various economic development groups and organizations and our state and federal elected officials to keep informed with what is happening and passing information along accordingly.
One of the questions that I get asked frequently is what strategy does the State of Ohio have in place to start opening businesses back up. She asked that question to the Lt. Governor via an Ohio Economic Development Association webinar call last week. His reply was the State of Ohio is in the process of developing a plan and they have formed an Economic Advisory Board comprised of company leaders across the State of Ohio that represent a variety of industry sectors. This group is being led by Frank Sullivan, Chairman and CEO of RPM right here in Medina County. The key to opening businesses will be when do we see a peak of COVID Cases in Ohio and when do we start to see a reduction as they are trying to not overwhelm our healthcare system.
Ohio Governor Mike DeWine also announced the establishment of the Ohio Manufacturing Alliance to Fight COVID-19.

The collaborative public-private partnership will coordinate efforts to provide healthcare workers and first responders with the personal protective equipment (PPE). The alliance includes: Ohio Manufacturers' Association, Ohio Hospital Association, Ohio Manufacturing Extension Partnership, Manufacturing Advocacy and Growth Network, nursing home organizations, JobsOhio, Ohio Department of Administrative Services, Ohio Development Services Agency, and the Ohio Department of Health. The alliance is working to identify and match the critical needs of Ohio's healthcare system with companies willing and able to repurpose production to meet those needs.

Manufacturers that can help should visit RepurposingProject.com for more information. We have shared this information locally and are working with several companies that are converting their operations to make Personal Protective Equipment. One example in the city is Fire-Dex. They are a manufacturer of turnout gear for firefighters, and they are now making reusable gowns for healthcare heroes. Fire-Dex is in the process of manufacturing the gown and aims to make 100,000 in the next few months.

We also are working with Spray Products to convert to making an aerosol hand sanitizer spray. We were able to help get them connected to the FDA for this approval and we thank our federal legislators for their assistance with making this happen in a timely fashion.

Additionally, some of our small businesses like Fabric Obsession and Yasna Tailoring are making fabric facemasks and selling them on Facebook and their websites.

Also, for anyone that is looking for employment, we encourage them to go to the www.worklocal.net website and we also are trying to highlight these job opportunities in our weekly newsletter and our FB page.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, was absent and had no report.

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

Jansen Wehrley, Parks and Recreation Director, Stated all city parks are open and they are continuing to ask all park users to maintain social distancing even while playing tennis. Basketball courts are closed. Refer to the city web page for further notice.

He spoke of all the collaborative efforts with the clean up after the storm on Tuesday, it was truly amazing to see our teams come together to serve our residents as quickly as possible.

The Forestry Department will be working on their spring tree planting soon, you may see some trees laying in the tree lawns around town we plan on planting about 55 trees throughout and are mostly replacements.

Dan Gladish, Building Official, reported due to the social distancing requirements they have made some temporary changes to the Building Department plan review and building permit approval process. Most applications and approvals, about 80% of them, can be handled by email or over the phone. Payments can be made over the phone with a credit card. All applications are available on the city website. The Building Department is still open to the public by appointment or by coming to city hall – once inside the lobby call us for assistance. The storm damage information from last Tuesdays' storm both the Fire and Building Department visited 45 sites with moderate to severe structural damage, 35 residential including 15 with trees through the roofs and ten commercial.

Patrick Patton, City Engineer, added to what Eric Heffinger stated on the South Broadway Reconstruction project that it begins tomorrow and reminded the residents the road will be closed to through traffic until the end of the project in October. Due to certain circumstances they were unable to hold a public meeting or open house like they typically do.

Nino Piccoli, Service Director, Nino acknowledged his staff – Jansen Wehrley the Parks Director, Sanitation Superintendent John Lengacher, Street Supervisors Bill Davis and Andre Goe. A special thanks to all of the Service crews - Sanitation making multiple passes through the city picking up trash and special routes for storm debris.

Street & Water crews at one point had 10 residential streets and 2 State roads closed with barricades. They assisted Sanitation and Forestry crews with chippers, Jansen had all of his available staff cutting/chipping trees out of the roadways and right-of-ways.
Thanks to the tornado, the yard waste program began early. Wednesday, April 8th to date from

their calculations, they picked up 600 yards/120 tons and doesn't include the chipper material from Jansen's staff.

Notices, Communications and petitions:

Unfinished Business:

Introduction of Visitors:

Introduction and Consideration of Ordinances and Resolutions:
Mr. Shields moved to suspend the Rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson: Ord. 64-20, Ord. 65-20, Ord. 66-20, Ord. 67-20, Ord. 68-20, Ord. 69-20, Ord. 70-20 and Ord. 71-20, Ord. 72-20, Ord. 73-20, Ord. 74-20. The roll was called and the motion to suspend passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Ord. 064-20:
An Ordinance amending Chapter 1331 and Chapter 1331.01 of the Codified Ordinances of the City of Medina, Ohio relative to the new Residential Code of Ohio for One-, Two- and Three-Family Dwellings. Mr. Shields moved for the adoption of Ordinance/Resolution No. 064-20, seconded by Mr. Simpson. Mr. Gladish reported the State of Ohio recently adopted a new version of the Residential Building Code. Because the City of Medina is a certified department they are required to follow and adopt this new code. The roll was called and Ordinance/Resolution No. 064-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 065-20:
An Ordinance amending Section 1333.01 of the Codified Ordinances of the City of Medina, Ohio relative to the adoption of the 2017 National Electric Code. Mr. Shields moved for the adoption of Ordinance/Resolution No. 065-20, seconded by Mr. Simpson. Mr. Gladish reported that the State of Ohio recently adopted a new version of the National Electric Code for residential projects and because the City of Medina is a state certified department they are required to follow and adopt this code. The roll was called and Ordinance/Resolution No. 065-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 066-20:
An Ordinance authorizing the Law Director to prepare the necessary documentation for the transfer of City Lot 9106 containing 4.9791 acres and City Lot 9107 containing 36.1792 acres of land to the Medina City Development Corporation (CIC).
*Tabled due to not having specific information included in the ordinance in regards to the payback to the City of Medina.

Ord. 067-20:
An Ordinance amending Ordinance No. 129-17, passed September 11, 2011, relative to an amendment to the Fire Service Contract between the City of Medina and Medina Township.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 067-20, seconded by Mr. Simpson. Mayor Hanwell stated the City of Medina entered into a fire contract midyear with Medina Township and because it was entered in midyear it would end July 31, 2020 and they would like to extend it to the end of the 2020 year. The roll was called and Ordinance/Resolution No. 067-20 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 068-20:
An Ordinance authorizing the purchase of one (1) 2020 Chevy Malibu from Ganley of Aurora for the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 068-20, seconded by Mr. Simpson. Chief Kinney stated this is a state bid vehicle for the Detective Bureau. The roll was called and Ordinance/Resolution No. 068-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

Ord. 069-20:
An Ordinance authorizing the Mayor to enter into a Contract with the Ohio Regional Development Corporation for the administration of the PY 2020 Community Housing Impact and Preservation (CHIP) Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 069-20, seconded by Mr. Simpson. Mr. Mendel stated this is to execute a contract with Ohio Regional Development Corporation to be our professional consultant for the administration of a future PY2020 CHIP program in partnership with the City of Brunswick. Emergency clause is requested due to application deadline. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 069-20, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 069-20 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Ord. 070-20:
An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget – 2020 Carryforward) Mr. Shields moved for the adoption of Ordinance/Resolution No. 070-20, seconded by Mr. Simpson. Mr. Dirham stated these are appropriations from 2019 from the departments that didn't spend them. The roll was called and Ordinance/Resolution No. 070-20 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 071-20:
An Ordinance amending Ord. No. 004-20, passed January 13, 2020, relative to bids and awarding a contract for the 2020 Concrete Pavement General Services Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 071-20, seconded by Mr. Simpson. Mr. Patton stated this is their annual program used primarily for the Sidewalk Repair Program. After putting together the program they realized they needed an increase, total $160,000.00. The roll was called and Ordinance/Resolution No. 071-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 072-20:
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Public Square Mid-Block Crossing Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 072-20, seconded by Mr. Simpson. Mr. Patton stated this project will produce an improvement to pedestrian safety at the four mid-block crossings in the Square. Primarily funded through a state grant. The roll was called and Ordinance/Resolution No. 072-20 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Ord. 073-20:
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. 073-20, seconded by Mr. Simpson. Mr. Dirham stated this is a grant that they received and they need to appropriate the money in order to spend it. The roll was called and Ordinance/Resolution No. 073-20 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 074-20:
An Ordinance authorizing the Mayor to enter into an Agreement with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2020 through March 31, 2021. Mr. Shields moved for the adoption of Ordinance/Resolution No. 074-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 074-20, seconded by Mr. Simpson. The Mayor stated they had to bind the old contract in order to carry it over until they can get this passed. Emergency clause is needed due to them getting it to us so late. Increases are due to market trend and general liability and property. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 074-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

Council Comments:
Mr. Coyne stated on behalf of council thanked the first responders and frontline workers at the hospitals. It's a very risky job knowing you are exposed to a deadly virus. He sends prayers to anyone who lost a loved one or is taking care of someone that is sick.

Mr. Heffinger echoed what Mr. Coyne stated and added he is grateful for our city workers that handled the cleanup from the tornado last week.

Mr. Simpson echoed the same and stated our staff always comes together to make things work. Thanks to Ohio Edison for getting the power back on for the city residents.
He listens to the Governor every day and it sounds like we are flattening the curve on this pandemic and hopefully will be back to something close to normal soon. God Bless everybody. Our lives will be changed forever!

Mrs. Hazeltine echoed what everyone else stated and spoke of the aftermath of the F1 Tornado. She also spoke of mental health, this is a totally unprecedented time and it's hard, it's ok to be depressed at this time. There is nothing to be ashamed about. She will post links on her FB council page for resources you can use during this time.

Mr. Rose echoed the sentiments in regards to the frontline workers. God Bless every one of them. Mr. Rose spoke of available jobs right here in Medina, the state website has over 40,000 jobs posted. Places are hiring.

Mr. Shields reiterated what everyone stated about the storm cleanup from our city employees after the tornado.

Mr. Lamb stated Medina always does a great job even in the most difficult of circumstances.

Executive Session: (imminent litigation)
It was moved by Mr. Shields and seconded by Mr. Simpson to enter into Executive Session at 8:36 p.m. to include the Mayor and Law Director for conferences with the City's Law Director concerning disputes involving the City which are the subject of pending or imminent court action. The roll was called and motion passed by D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Adjournment:
There being no further business before Council, the meeting adjourned at 8:38 p.m.

_____
Kathy Patton, Clerk of Council

_____
John M. Coyne, President of Council

Lee C. Ross
57 Pinewood Drive
Medina, OH 44256

April 15, 2020

To the Mayor and Councilmen of the City of Medina:

I am a member and former board member of the Pinewood Condominium Association.

I have lived at my current address since September 1995 and previously resided in Montville Township from 1967 to 1995.

In 1967 Medina was experiencing rapid population and business growth. Much of that growth was along North Court Street in Medina a Medina Township. That growth generated may new businesses along that two-lane street, each with its own access to the main street. This generated so much traffic congestion and safety problems that many avoided the area and did their shopping elsewhere.

It took many years and millions of dollars for that problem to be finally addressed and corrected.

Now a similar growth is affecting the South Court Street area of Medina. In Montville Township there is ongoing residential and commercial development ongoing in Montville Township and along Route 3 from the Medina city line south. Two-lane Court Street south from Sturbridge to the city line is congested with many businesses, most with their own driveways, two residential streets and no turn lanes. It is time to recognize the resulting serious traffic issues.

I am requesting the council to put the welfare of the Medina community ahead of the business interests of a Montville Township based business and a large bank and defer any change in any zoning in the South Court St. area until a traffic study is complete and road conditions are changed to assure public safety.

Thank you for you service to our community and your consideration of this request.

Respectfully,

Lee C. Ross

4-13-20
Public Hearing

Pinewood Condominium Association Statement
Rezoning Request for 1088 S. Court St. to C-S Zoning
Public Meeting before Medina City Council
April 13, 2020

When the issue of rezoning the lot at 1088 S. Court St. first came up last April, the Pinewood Condominium Association's major objection to any commercial use of that lot was the increase in traffic congestion and concern for motorists' safety. We have since provided Council with empirical reasons for our opposition. We have repeatedly asked for a traffic study of the area and have expressed our concerns about traffic safety to officials at Key Bank.

Another commercial driveway in the two-tenths of a mile south of Sturbridge to newly developing Mast Parkway, would be hazardous to motorists as well as residents on Pinewood and Hartford Dr. A driveway would be at the crest of a rise which obstructs the view of oncoming northbound traffic on S. Court and would be only about 100 feet from Pinewood and opposite Hartford.

We are gratified that our concerns are shared by Mayor Hanwell, the County Commissioners and Montville Township Trustees. They have all asked ODOT to do a comprehensive analysis of traffic on Route 3 south to I-76. We believe it would be irresponsible to consider this rezoning until the results of the traffic study are available.

In his letter to ODOT the Mayor pointed out that Route 3 at the south end of Medina, due to its limited lanes and numerous points of ingress and egress, "provides significant safety concerns for the motoring public as well as our safety forces". In short there are too many driveways too close together.

We were shocked that after initially refusing a rezoning request, the Planning Commission recommended approval of the C-S status. The C-S rezoning is not a compromise. It will still permit uses that would generate more traffic and result in an eighth commercial driveway in a narrow, heavily traveled area of S. Court.

While the Planning Director made no recommendation at the planning commission meeting, the City Law Director recommended that the Planning Commission approve the C-S rezoning request. Has the Law Director provided Council with the basis for his recommendation? If so, what is it? You must not approve this rezoning just to avoid litigation or to limit the City's liability.

Our concern is the dangerous and immediate impact an eighth commercial driveway in this narrow, short stretch of S. Court St. would have on the thousands of motorists and passengers who use this busy corridor daily, as well as on our dedicated safety forces when accidents or medical incidents occur. Their safety far outweighs any plan to put a commercial entity on that property.

We urge you to follow the comprehensive plan and show your commitment to the general welfare of the citizens of Medina and ensure the safe and prosperous future of this historic City. Reject this rezoning request.

Kathy Patton

4-13-20
Public Hrg.

From: Thomas Horvath <thphoto2@hotmail.com>
Sent: Friday, April 10, 2020 8:57 AM
To: Kathy Patton
Subject: S. Court Rezoning

Importance: High

To Medina Council Members

We are very concerned that rezoning of the lot at 1088 S. Court St. for any commercial use would create a dangerous traffic hazard for the 64 home owners and residents in the Pinewood Development at 1070 S. Court St. and for the thousands of motorists who use Route 3 daily.

Rezoning would result in another commercial driveway in a very short stretch of S. Court now served by 7 busy commercial drives. A new drive would be dangerous. It would be at the peak of a hill that obstructs the view of oncoming northbound traffic. For example, it is not unusual for multiple drivers to be attempting to enter South Court street from the numerous commercial driveways. Also, it is not uncommon to have drivers exiting from the ice cream shop, the veterinary office, Pinewood Drive on the east side of S. Court and one or more drivers attempting to also enter S. Court from driveways on the west side of the street. Often times drivers neglect to use turn signals to indicate their intentions to other drivers. This situation exists while traffic, which at times is very congested, continues to proceed at speed. Adding another commercial driveway to further complicate egress and traffic flow from the 7 commercial driveways already in place would certainly put all drivers and pedestrians at higher risk for accidents and injuries.

We ask that you recognize this very important safety issue and vote no on the pending rezoning request. The danger has been highlighted by Mayor/Safety Director Hanwell as a corridor that "provides significant safety concerns for the motoring public as well as our safety forces" due to its limited lanes and numerous business driveways.

Council must act in the interests of the citizens and visitors to Medina and vote against any commercial rezoning at 1088 S. Court St.

Respectfully Submitted,

Thomas and Nancy Horvath
Medina

4-13-20
Public Hrg

Medina City Council Members,

I urge you to vote no on the rezoning of the .96 acre parcel at 1088 S. Court St or, at a minimum, continue your vote until ODOT has completed and submitted its findings on the traffic study for Rt. 3. Here are some of the very sound reasons for this request:

The City of Medina Comprehensive Plan calls for this to remain residential. This plan is in currently the only one in effect.

The rezoning is unnecessary. As stated by the Board of Zoning Appeals, the owner currently has a viable, long operating use for the 2 existing nonconforming buildings on this property, record storage and property maintenance.

They say a kiosk now, but what later? When considering this rezoning you must take into account any and all potential uses that a district has to offer. Even the C-S allows for high traffic uses. This is our objection – traffic and safety.

A no vote is in the best interest for the health safety and welfare of the residents, safety forces, visitors and their passengers who live near or travel this route.

It is unsafe. There is just 875' between the intersections of Sturbridge and Hartford. The stretch has 2 residential streets and 6 commercial access drives, many serving multiple businesses on one property. Between Sturbridge and Mast Parkway the distance is less than 1,500' with 2 residential streets and 1 residential/commercial street (Mast), 10 access drives, again many of these drives serve multiple businesses. The attached 2019 ODOT traffic crash report clearly shows this area already has a significant amount of accidents and injuries throughout a 7 day week.

Wooster Pike/S. Court is a major corridor leading to the economic heart of the City from the I-76/US224 and I-71 freeways. Turning onto S. Court traffic, especially in this area, is already congested, perilous and frustrating. Bottlenecks and hazardous access points will impact residents, deter visitors and ultimately hurt businesses.

Conditions will only worsen. Ignoring the traffic concerns and road pattern now will only complicate a solution later. The cross access remedy utilized between businesses on North Court will not work on South Court due to the depth of the parcels. In short, you will always have these access points. Don't add to the problem.

If the ODOT study calls for a road widening in the Township up to the city boundary the city will be dealing with a bottleneck at the city limits. To widen this stretch of road between the city limits and Sturbridge additional right of way will be needed thus making the 1088 parcel even smaller and any new commercial more than likely, in some ways, nonconforming. This is not good planning. Wait to see the ODOT findings and then you will know what the City needs to do to relieve the hazards.

The city has already approved major development on Mast drive which will add more traffic as will any future development in the Township.

If this rezoning is approved and a commercial use is established it can't be undone. Why not get all the data to make an informed decision? The County, Montville Township and Mayor Hanwell recognize the issues and want this data from the State. Refer to the 4 letters submitted into the record.

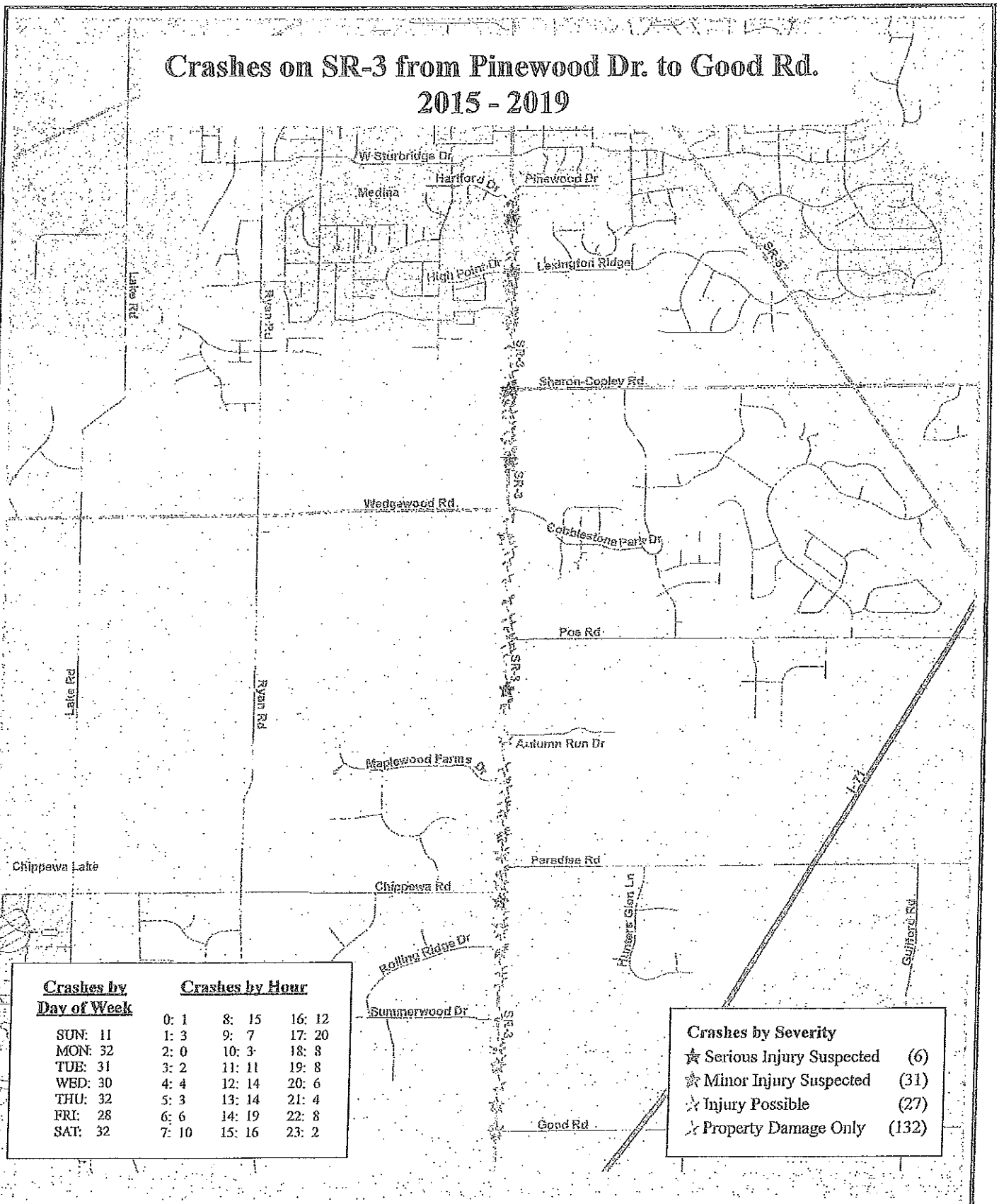
Good planning looks to the future and if Council permits this property to develop commercially now you are being shortsighted. Please get all the data, consider all the issues of how this change may impact this area, the residents, their safety, the overall economic health of the City and the property values of the adjacent residential neighborhoods that support this city with their tax dollars. Everything hinges on your decision. It is your civic responsibility to protect general health safety and welfare of the residents of Medina – do that now by denying this rezoning.

This is not just about one small parcel wanting a bank kiosk, this is about the future and safety.

Respectfully,

Patricia Ryan
4254 Sharon Copley Road
Medina, OH 44256

Crashes on SR-3 from Pinewood Dr. to Good Rd.
2015 - 2019



Crashes by Day of Week		Crashes by Hour		
SUN: 11	0: 1	8: 15	16: 12
MON: 32	1: 3	9: 7	17: 20
TUE: 31	2: 0	10: 3	18: 8
WED: 30	3: 2	11: 11	19: 8
THU: 32	4: 4	12: 14	20: 6
FRI: 28	5: 3	13: 14	21: 4
SAT: 32	6: 6	14: 19	22: 8
	7: 10	15: 16	23: 2

Crashes by Severity

Serious Injury Suspected	(6)
Minor Injury Suspected	(31)
Injury Possible	(27)
Property Damage Only	(132)

Data Source: ODPS Electronic Crash System
Map Design and Layout: OSHP Statistical Analysis Unit
Ohio State Highway Patrol
January 10, 2020

N W E S

0 0.5 1
Miles

Ohio State Highway Patrol

Office of Planning - Statistical Analysis Unit

Crashes by Severity and Year

SR-3 from Pinewood Dr. to Good Rd.

Severity	2015	2016	2017	2018	2019	Total
Fatal	0	0	0	0	0	0
Serious Injury Suspected	2	0	2	1	1	6
Minor Injury Suspected	7	9	5	3	7	31
Injury Possible	7	7	7	1	5	27
Property Damage Only	24	26	38	27	17	132
Total	40	42	52	32	30	196

Crashes by Month and Year

SR-3 from Pinewood Dr. to Good Rd.

Month	2015	2016	2017	2018	2019	Total
Jan	4	0	3	1	2	10
Feb	3	2	1	3	4	13
Mar	1	0	6	6	1	14
Apr	3	2	2	2	2	11
May	7	5	4	0	1	17
Jun	2	4	9	2	6	23
Jul	1	2	6	2	0	11
Aug	1	3	2	2	3	11
Sep	0	6	4	3	1	14
Oct	4	4	5	3	3	19
Nov	6	9	6	3	4	28
Dec	8	5	4	5	3	25
Total	40	42	52	32	30	196

Crashes by Day of Week and Year

SR-3 from Pinewood Dr. to Good Rd.

Day of Week	2015	2016	2017	2018	2019	Total
Sun	2	5	1	2	1	11
Mon	2	6	13	5	6	32
Tue	8	6	6	7	4	31
Wed	8	6	4	3	9	30
Thu	5	6	13	4	4	32
Fri	7	7	9	3	2	28
Sat	8	6	6	8	4	32
Total	40	42	52	32	30	196

Ohio State Highway Patrol

Office of Planning - Statistical Analysis Unit

Crashes by Hour and Year

SR-3 from Pinewood Dr. to Good Rd.

Hour	2015	2016	2017	2018	2019	Total
12:00 - 12:59 AM	0	0	0	1	0	1
1:00 - 1:59 AM	1	0	0	1	1	3
2:00 - 2:59 AM	0	0	0	0	0	0
3:00 - 3:59 AM	1	0	1	0	0	2
4:00 - 4:59 AM	1	1	1	1	0	4
5:00 - 5:59 AM	0	0	1	2	0	3
6:00 - 6:59 AM	0	1	2	2	1	6
7:00 - 7:59 AM	2	3	4	0	1	10
8:00 - 8:59 AM	2	6	3	2	2	15
9:00 - 9:59 AM	1	1	1	1	3	7
10:00 - 10:59 AM	1	1	0	1	0	3
11:00 - 11:59 AM	3	2	3	0	3	11
12:00 - 12:59 PM	5	1	3	5	0	14
1:00 - 1:59 PM	4	2	4	0	4	14
2:00 - 2:59 PM	1	2	10	3	3	19
3:00 - 3:59 PM	6	3	1	3	3	16
4:00 - 4:59 PM	1	3	6	2	0	12
5:00 - 5:59 PM	5	5	5	4	1	20
6:00 - 6:59 PM	1	0	2	1	4	8
7:00 - 7:59 PM	1	4	2	0	1	8
8:00 - 8:59 PM	3	1	0	2	0	6
9:00 - 9:59 PM	1	0	1	0	2	4
10:00 - 10:59 PM	0	5	1	1	1	8
11:00 - 11:59 PM	0	1	1	0	0	2
Total	40	42	52	32	30	196

Crashes by Hour and Day of Week
SR-3 from Pinewood Dr. to Good Rd.

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12:00 - 12:59 AM	0	0	0	0	1	0	0	1
1:00 - 1:59 AM	0	1	1	0	0	0	1	3
2:00 - 2:59 AM	0	0	0	0	0	0	0	0
3:00 - 3:59 AM	0	0	1	0	0	0	1	2
4:00 - 4:59 AM	0	0	1	1	2	0	0	4
5:00 - 5:59 AM	0	2	1	0	0	0	0	3
6:00 - 6:59 AM	0	3	0	2	0	1	0	6
7:00 - 7:59 AM	0	1	2	1	3	3	0	10
8:00 - 8:59 AM	0	4	2	1	0	2	6	15
9:00 - 9:59 AM	1	1	1	3	1	0	0	7
10:00 - 10:59 AM	0	0	0	0	0	1	2	3
11:00 - 11:59 AM	0	1	2	2	4	1	1	11
12:00 - 12:59 PM	2	2	3	1	1	0	5	14
1:00 - 1:59 PM	3	1	2	1	1	3	3	14
2:00 - 2:59 PM	0	4	1	3	5	3	3	19
3:00 - 3:59 PM	1	0	8	1	2	3	1	16
4:00 - 4:59 PM	1	2	1	3	4	0	1	12
5:00 - 5:59 PM	1	3	2	4	3	5	2	20
6:00 - 6:59 PM	0	1	1	4	0	0	2	8
7:00 - 7:59 PM	0	3	1	1	0	3	0	8
8:00 - 8:59 PM	2	1	0	0	0	2	1	6
9:00 - 9:59 PM	0	0	0	0	1	1	2	4
10:00 - 10:59 PM	0	2	0	2	4	0	0	8
11:00 - 11:59 PM	0	0	1	0	0	0	1	2
Total	11	32	31	30	32	28	32	196

4-13-20
Public Hrg

Pinewood Condominium Association Statement
Rezoning Request for 1088 S. Court St. to C-S Zoning
Public Meeting before Medina City Council
April 13, 2020

When the issue of rezoning the lot at 1088 S. Court St. first came up last April, the Pinewood Condominium Association's major objection to any commercial use of that lot was the increase in traffic congestion and concern for motorists' safety. We have since provided Council with empirical reasons for our opposition. We have repeatedly asked for a traffic study of the area and have expressed our concerns about traffic safety to officials at Key Bank.

Another commercial driveway in the two-tenths of a mile south of Sturbridge to newly developing Mast Parkway, would be hazardous to motorists as well as residents on Pinewood and Hartford Dr. A driveway would be at the crest of a rise which obstructs the view of oncoming northbound traffic on S. Court and would be only about 100 feet from Pinewood and opposite Hartford.

We are gratified that our concerns are shared by Mayor Hanwell, the County Commissioners and Montville Township Trustees. They have all asked ODOT to do a comprehensive analysis of traffic on Route 3 south to I-76. We believe it would be irresponsible to consider this rezoning until the results of the traffic study are available.

In his letter to ODOT the Mayor pointed out that Route 3 at the south end of Medina, due to its limited lanes and numerous points of ingress and egress, "provides significant safety concerns for the motoring public as well as our safety forces". In short there are too many driveways too close together.

We were shocked that after initially refusing a rezoning request, the Planning Commission recommended approval of the C-S status. The C-S rezoning is not a compromise. It will still permit uses that would generate more traffic and result in an eighth commercial driveway in a narrow, heavily traveled area of S. Court.

While the Planning Director made no recommendation at the planning commission meeting, the City Law Director recommended that the Planning Commission approve the C-S rezoning request. Has the Law Director provided Council with the basis for his recommendation? If so, what is it? You must not approve this rezoning just to avoid litigation or to limit the City's liability.

Our concern is the dangerous and immediate impact an eighth commercial driveway in this narrow, short stretch of S. Court St. would have on the thousands of motorists and passengers who use this busy corridor daily, as well as on our dedicated safety forces when accidents or medical incidents occur. Their safety far outweighs any plan to put a commercial entity on that property.

We urge you to follow the comprehensive plan and show your commitment to the general welfare of the citizens of Medina and ensure the safe and prosperous future of this historic City. Reject this rezoning request.

Trustees
Sally Albrecht
Ron Bischof
Jeff Brandon
Fiscal Officer
Mary Pawlowski

Phone Admin Bldg:
330-725-8313
Fax: 330-722-6716

Montville Township, Medina County

6665 Wadsworth Rd, Medina, OH 44256

Planning & Zoning Director
Paul Jeffers
Service Director
Chris Kosman
Safety Service Director
Terry Grice, Police Chief

Website:
Montvilletwp.org

April 13, 2020

4-13-20
Public Hig.

ODOT District 3
Mr. Bob Weaver, District Deputy Director
906 Clark Avenue
Ashland, OH 44805

Dear Mr. Weaver,

It was nice meeting you in Cleveland at the recent NOACA meeting. On behalf of the Montville Township Board of Trustees, I wanted to reach out to you regarding a continuing problem pertaining to our Township. Our Township has experienced significant residential growth over the last twenty years. With the increase in population; 2000 Census – 5,410, anticipated 2020 Census between 12,500-14,000, we are seeing more businesses desiring to locate in our Township. Our Board of Trustees recognizes the economic development potential and benefits associated with the continued growth.

The SR 3 corridor is located within our Township and is a vital component to our continued growth. Situated between the Historic Medina Square to the north and Interstate 76 to the south, the area is positioned to develop. It is one of only two commercially zoned corridors within the Township, the other being SR 18; which as you know is on target to be widened due to its growth. Recently, several potential businesses interested in locating to the corridor have decided not to invest here because of the additional turn lane requirements by ODOT. The additional required road improvements proved to be too costly for the businesses, therefore making their investment here unfeasible.

Our Board of Trustees understands the importance of access management policies to the state routes, as a means to provide safe ingress/egress to the road. Our concern, however, is that these requirements appear to be hindering valuable economic development in our Township. Furthermore, and just as important, the corridor is slowly being improved in piecemeal fashion, creating undesirable roadway geometry with variable pavement transitions and a shifting centerline (based on the location of the development on either side of SR 3). Present businesses such as McDonalds, Drug Mart and Redwood Apartments have met ODOT's requirements for additional acceleration and deceleration lanes resulting in a strange, serpentine look for the road. More configurations such as these may pose a confusing and

possibly dangerous driving pattern for the motoring public even if future businesses are willing and able to commit to the additional expense of said turn lanes. Our concern is that without further study and proper corridor planning, multiple closely spaced turn lanes for individual businesses will result; when in the long-term it may had been more prudent to develop a continuous center two-way left turn lane or some other consistent and safer roadway geometry. We may be losing potential development now only to discover that an additional middle left turn lane would have been a more appropriate solution to the corridor.

The Montville Township Board of Trustees would like to propose that ODOT complete a traffic study for the SR 3 corridor to determine both current and long-term needs of the corridor. Included in that Study, we would appreciate ODOT's assistance in identifying funding opportunities that could be used to complete any recommended improvements that come out of the Study. Finally, we would also appreciate that the Department consider our Township's Comprehensive Plan when conducting this Study. A copy of this plan can be provided upon request.

Sincerely,

Jeff Brandon, Trustee
Montville Township Board of Trustees

Trustees

Sally Albrecht
Ron Bischof
Jeff Brandon

Fiscal Officer
Mary Pawlowski

Planning & Zoning Director
Paul Jeffers
Service Director
Chris Kosman
Safety Service Director
Terry Grice, Police Chief

Montville Township, Medina County Administration

Board of Zoning Appeals
Allen Biehl
Rebecca Molnar
Donna Watkins
Ted Lesiak
Mike Rubino
Cheryl Heinly
Amanda Dillon
Zoning Commission
Alan Piatak
John Vujevich
David Wetzel
Mary Pawlowski
Justin Carr
Brad Novotny

4-13-20
Public Hrg.

February 11, 2020

Ohio Department of Transportation
Central Office
1980 West Broad Street
Columbus, OH 43223

Re: Boyerts Agritourism and Event Center
7716 Wooster Pike, Montville Township, Medina County Ohio

Dear Madam and/or Sir,

Montville Township Trustees, in support of business growth and opportunities along State Route 3 (Wooster Pike) write this letter on behalf of the Boyert's Agritourism operation proposed at 7716 Wooster Pike, Seville, OH 44273. The agritourism business will offer culture and community based entertainment and educational events that support the characteristic of Montville Township and the surrounding area.

The Township is aware of the pending road improvement requirements addressed by ODOT and has met with District 3 to discuss the funding possibilities for an updated corridor study for SR3, Wooster Pike. The funding and study, if funding is available, is a long term process with the ultimate solution of widening the road way to include a center left turn lane a much longer process. Through the course of this valued research and analysis, Montville Township Trustees ask that the panel overseeing the variance request for ODOT use their best efforts in making a safe and thought out decision.

Thank you for your time and consideration in this matter. Please feel free to contact Montville Township Trustees for any additional information or concerns.

Sincerely,

Sally Albrecht
Montville Township Trustee Chair

Tucker Ellis | LLP

950 Main Avenue, Suite 1100 | Cleveland, OH 44113-7213 | TEL 216.592.5000 | FAX 216.592.5009

April 9, 2020

DIRECT DIAL 216.696.5676 | justin.eddy@tuckerellis.com

VIA EMAIL
Kathy Patton
Clerk of Council
City of Medina
Email: kpatton@medinaoh.org

Re: 1088 S. Court Street (the "Property") – Support for Zoning Map Amendment

Dear Ms. Patton:

As you know, the undersigned and the law firm of Tucker Ellis LLP represent Trillium Creek, LLC ("Trillium"), a property owner and taxpayer in the City of Medina, in connection with Trillium's application for a rezoning of the Property from R-3, High Density Urban Residential to C-S, Commercial Services District. In connection with the public hearing of this matter before City Council on April 13, 2020, we request that the below statement be read into the record in lieu of our in-person appearance at the public hearing, in the event I am unable to appear virtually. If that happens, and there are questions at the meeting, I am available on my cell at 216-406-6072. Our statement is as follows:

Dear Members of City Council:

First, I'd like to thank you all for your patience and thoughtfulness throughout this process, particularly the work of Councilman Shields in facilitating discussions between Trillium and the residents of the Pinewood Development. We are optimistic that Trillium's action in amending its request to the least intense commercial zoning classification is a positive resolution for all parties involved, including the Pinewood residents.

As you likely recall, this is not the first time we have been before this body, as prior applications for rezoning to both C-3 and C-1 have been considered in some capacity by both Council and the Planning Commission. As it currently stands, the Planning Commission recommended the rezoning of the Property to the C-S classification at its meeting of February 13, 2020. Council is set to vote on this matter at its April 27, 2020 meeting.

I will attempt not to belabor the reasons justifying this rezoning, as they have all been presented to you on various occasions, and the over-arching reason justifying a shift from a residential to commercial zoning classification remains, regardless of the specific zoning district. In short, the C-S zoning classification brings the Property into conformance with the character of the surrounding area and allows the Property to be put to an economically productive use, while simultaneously addressing the concerns of the community that have been raised at prior meetings.

As the Pinewood residents have noted in our various meetings, South Court Street has become a commercial corridor. The properties along the west side of South Court Street all maintain a C-3 zoning classification. The properties to the north of the Property, while all maintaining an R-3 classification, are all commercially developed. In fact, none of the properties maintaining an R-3 classification along this portion of South Court Street (including the Property) are developed with residential uses. The property immediately to the south of the Property (located in Montville

CHICAGO CLEVELAND COLUMBUS HOUSTON LOS ANGELES SAN FRANCISCO ST. LOUIS | tuckerellis.com

Township), which previously contained single-family residences until it was determined that such uses were economically infeasible, is slated to be developed as an assisted living facility. There is additional commercial development planned to the south in Montville Township.

The Property sits as the only residentially-zoned property on this section of South Court Street, and the ongoing commercial development has rendered the permitted and conditionally permitted uses under the R-3 zoning classification economically infeasible. It is not simply that Property is more valuable with a C-S zoning classification, or less valuable without it. Rather, the Property is unsuitable to any of the permitted or conditionally permitted uses as currently zoned. A single-family residence at this location simply wouldn't sell for market value.

This is also an ideal location for the uses associated with the C-S zoning classification. Section 1133.01 of the Medina Codified Ordinances states that "[t]he C-S Commercial Service District is established to create an environment conducive to . . . limited business service activities." The proposed use will provide "limited business service activities" and is located on a major thoroughfare in an outlying location. Likewise, the Property's location in an existing commercial corridor renders this request insubstantial and in conformance with the general character of the neighborhood. In other words, the requested rezoning will conform the Property to the surrounding commercial uses, consistent with the general intent of the Code with respect to the ongoing development in this particular corridor.

There have been several concerns related to traffic that have been expressed by the Pinewood residents at previous meetings. We note that the proposed use is designed to capture existing traffic, as opposed to being a traffic generator. Indeed, the fact that South Court Street, like other commercial corridors, maintains high traffic counts relative to other corridors in the City in part informs KeyBank's desire to locate at the Property.

However, these concerns should be dealt with by the City through traffic control and roadway improvements and not through denying otherwise lawful rezoning requests. Ohio law recognizes that traffic control, while a legitimate government concern, is a secondary consideration in these matters where a proposed use is lawful given the character of the surrounding area.[1] Trillium does not dispute that the traffic on South Court Street is, at times, difficult, and that this traffic has an effect on residential uses. Indeed, part of the reason the Property is unsuitable for residential uses is the traffic generated by the adjacent commercial uses. Any supposed deleterious effects of traffic are felt equally—if not more so—by Trillium with respect to the use of the Property under the R-3 zoning classification.

Accordingly, we respectfully requests that the Property be rezoned under the C-S zoning classification.

In closing, I would like to commend the City and this Council for the flexibility and resolve shown in continuing to perform your duties during these difficult and uncertain times. On behalf of Trillium, we look forward to the possibility of an in-person meeting with Council on April 27th.

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[1] *State ex rel. Killeen Realty Co. v. City of East Cleveland*, 169 Ohio St. 375, 386, 8 Ohio Op. 2d 409, 160 N.E.2d 1, 8 (1959). While "taking into account the rights of others and the needs of the community," zoning regulations must operate "to insure the greatest enjoyment and maximum use of one's land." *Ederer v. Board of Zoning Appeals*, 18 Ohio Misc. 143, 149, 47 Ohio Op. 2d 340, 248 N.E.2d 234 (C.P. 1969).

Sincerely;

TUCKER ELLIS LLP

Justin J. Eddy

JJE
cc: Aaron Funk (via email to afunk@tcohio.com)
Gregory A. Huber, Esq. (vial email to ghuber@gambit.net)

Kathy Patton

From: Eddy, Justin J. <Justin.Eddy@tuckerellis.com>
Sent: Thursday, April 9, 2020 3:55 PM
To: Kathy Patton
Cc: Aaron Funk (afunk@tcohio.com); Greg Huber
Subject: 1088 S. Court Street - Statement in Support of Rezoning
Attachments: Eddy to City Council re Rezoning Application 04-09-2020.pdf

Kathy – our statement in support of our request is attached. Please note that I intend to appear virtually as we discussed, and this should be read only in the event of technical difficulties. If that happens, I can be reached on my mobile (see below) if there are questions during the meeting. Thanks for making this accommodation.

Justin

Justin J. Eddy | Attorney | Tucker Ellis LLP
950 Main Avenue, Suite 1100 | Cleveland, OH 44113
Direct: 216-696-5676 | Fax: 216-592-5009 | Cell: 216-406-6072
Justin.eddy@tuckerellis.com
tuckerellis.com

This e-mail is sent by the law firm of Tucker Ellis LLP and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately by return email.

ORDINANCE NO. 75-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2020-2021 EQUIPMENT AND ASPHALT GENERAL PAVING SERVICES PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2020-2021 Equipment and Asphalt General Paving Services Program in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the cost of the contract, to be determined, is available in Account No. 108-0610-54411.

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

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

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

ORDINANCE NO. 76-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AND SURVEYING AGREEMENT WITH CUNNINGHAM & ASSOCIATES, INC. FOR THE SPRING GROVE AND NORTH BROADWAY BRIDGE REPLACEMENT PROJECTS.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute an Engineering and Surveying Agreement with Cunningham & Associates, Inc. for the Spring Grove and N. Broadway Bridge Replacement Projects, City Job #932 and City Job #1039.

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

SEC. 3: That the funds to cover the agreement in the estimated amount of $97,900.00 are available in Account No. 108-0610-54411.

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

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

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

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

ORD. 76-20
Exh. A

ENGINEERING AND SURVEYING AGREEMENT

for the

2020 BRIDGE REPLACEMENT PROGRAM
DESIGN SERVICES CONTRACT # 1

for

SPRING GROVE STREET BRIDGE - CITY JOB NO. 932
& NORTH BROADWAY STREET BRIDGE - CITY JOB NO. 1039

in the

CITY OF MEDINA, OHIO

THIS IS AN AGREEMENT effective as of _____, pursuant to Ordinance No. _____

between the **City of Medina, Ohio**, 132 North Elmwood Avenue, Medina, Ohio "Owner")

and **Cunningham & Associates, Inc.**, 203 West Liberty Street, Medina, Ohio ("Engineer").

Owner's Project of which Engineer's services under this Agreement are a part, is generally identified as follows:

2020 Bridge Replacement Program - Design Service Contract #1
Spring Grove Street Bridge - City Job No. 932
North Broadway Street Bridge - City Job No. 1039 ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Refer to Engineering and Surveying Proposal – See Exhibit A attached

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time as agreed upon by the Engineer and the City.

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C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

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failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and (3) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability

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for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment:*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum Design Fee of $97,900.00

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are listed as part of Exhibit A, attached.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Medina, Ohio

By: _____

Title: Dennis Hanwell, Mayor

Date Signed: _____

ENGINEER: Cunningham & Associates, Inc.

By: _____

Title: Daniel T. Cunningham, P.E. - President

Date Signed: _____

Engineer License or Firm's Certificate Number: 01536

State of: Ohio

Approved for Legal Form:

_____

Director of Law
City of Medina, OH

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ORDINANCE NO. 77-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO TASK ORDER #4 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES AT THE MEDINA MUNICIPAL AIRPORT RELATIVE TO THE AIRFIELD REMARKIING AT MEDINA MUNICIPAL AIRPORT.

WHEREAS: The City sought proposals from qualified engineers to perform certain engineering services for the Medina Municipal Airport; and

WHEREAS: Ordinance No. 96-19, passed June 24, 2019, authorized an agreement with Delta Airport Consultants, Inc. to perform certain engineering services for projects during the calendar years 2019 and 2020; and

WHEREAS: Resolution No. 21-20, passed January 27, 2020, authorized an application for grant assistance from the Ohio Department of Transportation Office of Aviation for the Medina Municipal Airport, Remark Airfield Project #1063.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into Task Order #4 to the Agreement with Delta Airport Consultants, Inc. relative to the Airfield Remarking at Medina Municipal Airport.

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

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

SEC. 4: That the funds to cover this order, in the amount of $25,000.00, are available in Account No. 547-0658-54411.

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

DELTA AIRPORT CONSULTANTS, INC.

March 25, 2020

Mr. Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Subject: Task Order No. Four (4)
Remark Airfield (Construction Administration Services)
Medina Municipal Airport
City of Medina

Dear Mr. Patton:

Please find enclosed an electronic executed copy of proposed Task Order No. Four (4) to our Agreement for Professional Services between the City of Medina and Delta Airport Consultants, Inc. The Task Order provides construction administration phase services to remark the airfield at the Medina Municipal Airport.

Per the Ohio Department of Transportation Office of Aviation (ODOT OA) FY2020 Airport Grant Program Notice of Project Approval (NPA), up to 95 percent of the costs of this Task Order are eligible for reimbursement from the ODOT OA. Services are included with this Task Order to assist you to apply for and receive up to 95% reimbursement for costs associated to this Task Order.

The total fee for this Construction Administration phase is $25,000. If the Task Order is acceptable to the Owner, please sign each original copy, keep one (1) for your files, and forward one (1) for our files.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

Steven A. Potoczak
Project Manager

Enclosures: 1. Task Order No. Four (4)
cc: Mr. Greg Huber, City of Medina
Reference: Delta Project No. 19077

TASK ORDER NO. 4
PROFESSIONAL SERVICES AGREEMENT

DELTA AIRPORT CONSULTANTS, INC.

ORD. 77-20
Exh. A

PROJECT:	Remark Airfield
AIRPORT:	Medina Municipal Airport
DELTA PROJECT NO.:	19077
DATE OF ISSUANCE:	March 25, 2020
ATTACHMENTS:	1) Scope of Services 2) Rate Schedule
METHOD OF PAYMENT:	Construction Administration -Unit Price + Fixed Fee Reimbursables - Unit Price
TASK ORDER AMOUNT:	$ 25,000
CONTRACT TIME:	15 Days Construction Contract Time
PROJECT DESCRIPTION:	▪ Remark Runway, Taxiway, Hangar and Ramp Area

The original Agreement for Professional Services between the City of Medina (OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Medina Municipal Airport dated June 24, 2019, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:	**APPROVED:**
by: Kenneth W Moody	by:
Kenneth W. Moody, P.E., C.M. Digitally signed by Kenneth W Moody Date: 2020.03.25 08:47:05 -04'00' Vice President Delta Airport Consultants, Inc. 20545 Center Ridge Road, Suite 450 Cleveland, OH 44116	Dennis Hanwell Mayor City of Medina 132 N. Elmwood Ave. Medina, OH 44256

DELTA AIRPORT CONSULTANTS, INC.

Remark Airfield
Medina Municipal Airport
Delta Project No. 19077

March 25, 2020

PHASE	DETAILED TASKS
CONSTRUCTION ADMINISTRATION (CA)	Owner Coordination Release for Construction Drawings & Specs Project Correspondence Preconstruction Meeting Shop Drawing Review Construction Administration Site Visits Final Inspection Record Drawings Final Project Report Reimbursement Requests

ITEMS NOT INCLUDED IN SCOPE: RPR Services
Asbuilt AGIS Survey
Asbuilt ALP

ATTACHMENT 2
RATE SCHEDULE

DELTA AIRPORT CONSULTANTS, INC.

Delta Airport Consultants, Inc.
Date: May 16, 2019

Item	2020
Work Hours Billing Rates (with overhead)	
Principal	$256
Project Manager/Registered Professional	$222
Design Professional (Engineer/Planner)	$141
Project Production/Administration	$114
Field Representative	$103
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid Advertisement	Direct
Meals, Lodging, etc. (short term)	Direct
Miscellaneous	Direct
Subcontracted Services	Direct
Delta Profit	Fixed Fee

Notes:
1. Billing rates for future years will be increased by 3% annually.
2. Billing rates based on estimated 2020 salaries (i.e.: 2019 salaries plus 3% inflation).
3. Work hour rates include labor overhead, general & administrative overhead per FAA AC 150/5100-14E, paragraph 4-10

RESOLUTION NO. 78-20

A RESOLUTION ACCEPTING THE 2020 REMOTE TECHNOLOGY GRANT PROJECT AWARD FROM THE SUPREME COURT OF OHIO TO THE MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

WHEREAS: The Medina Municipal Court was awarded a grant through the Ohio Supreme Court 2020 Remote Technology Project in the amount of $28,614.00; and

WHEREAS: This special one-time funding opportunity focused on the purchase of equipment necessary to quickly facilitate remote access for local Ohio courts due to the emergency need caused by the COVID-19 pandemic.

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

SEC. 1: That grant award of $28,614.91 from the Ohio Supreme Court to the Medina Municipal Court is hereby accepted.

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant money has been received and must be used before November 30, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

ORDINANCE NO. 79-20

AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE POLICE SERGEANTS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Sergeants is hereby ratified for the period of January 1, 2020 through December 31, 2022.

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

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract is effective as of January 1, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

Effective date – January 1, 2020 through December 31, 2022

Ord. 79-20
Exh. A

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF MEDINA

and

MEDINA SERGEANTS

EFFECTIVE
THROUGH OCTOBER 31, 2022

TABLE OF CONTENTS

PAGE

ARTICLE 1 – PREAMBLE 1

ARTICLE 2 – RECOGNITION 1

ARTICLE 3 – DUES DEDUCTION 1

ARTICLE 4 – MANAGEMENT RIGHTS 2

ARTICLE 5 – NO STRIKE 2

ARTICLE 6 – ASSOCIATION REPRESENTATION 3

ARTICLE 7 – DISCIPLINE 3

ARTICLE 8 - GRIEVANCE PROCEDURE 3

ARTICLE 9 – SENIORITY 6

ARTICLE 10 – NON-DISCRIMINATION 7

ARTICLE 11 – GENDER 7

ARTICLE 12 – HEADINGS 7

ARTICLE 13 – OBLIGATION TO NEGOTIATE 8

ARTICLE 14 – CONFORMITY TO LAW 8

ARTICLE 15 – DUTY HOURS 8

ARTICLE 16 – OVERTIME PAY AND COURT-TIME 8

ARTICLE 17 – HOLIDAYS 10

ARTICLE 18 – VACATIONS 10

ARTICLE 19 – SICK LEAVE 12

ARTICLE 20 – STRESS DAYS 13

ARTICLE 21 – LONGEVITY PAY 13

ARTICLE 22 – UNIFORM ALLOWANCE 13

ARTICLE 23 – LEAVE OF ABSENCE 14

ARTICLE 24 – TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS 15

ARTICLE 25 – GROUP HOSPITALIZATION 16

ARTICLE 26 – WAGES 18

ARTICLE 27 – SHIFT DIFFERENTIAL 18

ARTICLE 28 – LIFE INSURANCE 18

ARTICLE 29 – SAVINGS CLAUSE 18

ARTICLE 30 – RETENTION OF BENEFITS 19

ARTICLE 31 – EMPLOYEE RIGHTS 19

ARTICLE 32 – INJURY LEAVE/WAGE CONTINUATION 20

ARTICLE 33 – DURATION 21

SIGNATURE PAGE 22

Attachment A SUMMARY PLAN DESCRIPTION 23

Attachment B WELLNESS PROGRAM 31

Attachment C PENSION ALTERNATIVES 33

ARTICLE 1 – PREAMBLE

Section 1. This agreement is hereby entered into by and between the City of Medina, hereinafter referred to as "the City," and the medina City Police Sergeants, hereinafter referred to as "the Sergeants" or "the Union."

ARTICLE 2 – RECOGNITION

Section 1. The City agrees that it has and will continue to recognize the Sergeants as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment, for all sworn, full-time police sergeants on the Medina Police Department, excluding all sworn officers below the rank of sergeant, all civilian employees and all other employees.

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

ARTICLE 3 – DUES DEDUCTION

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

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

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

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

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

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 5 – NO STRIKE

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

Section 2. The City shall not lock out any employees.

ARTICLE 6 – ASSOCIATION REPRESENTATION

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

ARTICLE 7 – DISCIPLINE

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

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

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

Section 4. Except for discipline due to workplace violence and workplace harassment (e.g. sexual, racial), records of disciplinary actions shall not be considered for progressive disciplinary action at the expiration of the periods outlined below, as long as the employee does not receive additional discipline during such time period. Written (or verbal, where applicable) records of re-instruction or counselling shall not be considered discipline. To be considered discipline, the record must reference "reprimand," "warning" or "suspension."

Disciplinary Action	Time Period
Written warning or reprimand	One (1) year
Suspension or demotion	Two (2) years

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

B. Grievant – the "grievant" shall be defined as the employee within the bargaining unit filing the grievance.

C. Days – A "day" as used in this procedure shall mean the scheduled working day(s) of the party who is required to act.

D. Party-in-Interest – A "party-in-interest" shall be defined as an employee of the City named in the grievance who is not the grievant.

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

A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

B. Except at Step 1, all decisions shall be tendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

D. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.

E. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

F. This procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – SENIORITY

Section 1. All newly appointed sergeants shall be considered a probationary employee for a period of twelve (12) months, beginning from the first day of assignment as sergeant.

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

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

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

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

A. Resignation

B. Discharge for Just Cause

C. Layoff for a period exceeding three (3) years

D. Retirement

E. Refusal or failure to report within ten (10) days from the date of mailing of a recall notice by certified mail to the employee's last official address as shown on the City's records.

Section 6. It is the specific intent of the parties to utilize seniority as defined herein to determine the order of layoff, displacement rights, and recall pursuant to the Civil Service Rules of the City of Medina. The parties specifically agree that seniority as defined herein shall be used to determine order of layoff, displacement rights and recall rights. For this reason, the parties agreed that Civil Service Rules IX, subsection (G) and Ohio Revised Code Section 124.37 are specifically preempted by this agreement for the purpose of calculating seniority. For other purpose not specifically addressed herein, the Medina Civil Service Rules and the Ohio Revised Code shall apply according to law.

ARTICLE 10 – NON-DISCRIMINATION

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

ARTICLE 11 – GENDER

Section 1. Whenever the context so requires, the use of the words herein, whether in the masculine, feminine, or neutral genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 12 – HEADINGS

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

ARTICLE 13 – OBLIGATION TO NEGOTIATE

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

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

ARTICLE 14 – CONFORMITY TO LAW

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

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

ARTICLE 15 – DUTY HOURS

Section 1. The regular work week for all employees of the City covered by this Agreement will be forty (40) hours. The work week for bargaining unit employees assigned to the Patrol Division shall generally consist of four (4), ten (10) hour days. However, in the event that the level of staffing in the Patrol Division drops below eighteen (18) officers (including patrol officers), due to lay-offs, injuries, illnesses, or other extended leaves of absences, then the Employer shall have the discretion and right to change the schedule to five (5), eight (8) hour days. The Employer shall give fourteen (14) days notice of any such change in the schedule to the affected employees and the Union. The Employer shall not change the schedule unless the staffing shortage extends beyond thirty (30) days.

ARTICLE 16 – OVERTIME PAY AND COURT-TIME

Section 1. All employees, for work performed or compensated in excess of forty (40) hours per week except sick days per Article 19 and for all hours worked or compensated in excess of

the regular weekly forty (40) hours scheduled, except sick days per Article 19, shall be compensated at the rate of time and one-half.

Section 2. All time worked when called back after normal daily working hours or on a regular day off, 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 (1½) 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 during such leave shall not have sick time deducted for the actual time of appearance.

Section 3. If any employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time may be granted by his department head, on an equivalent time basis, at a time mutually convenient to the employee and the department head, except that such accumulated compensatory time earned shall at no time exceed one hundred twenty (120) hours. Each hour of overtime worked shall be compensated by one and one-half (1½) hours of compensatory time, if so elected by the employee.

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

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

Section 5. Every employee called back after normal daily working hours or on a regular day off including holidays, for a court appearance shall be paid a minimum of three (3) hours at a rate of one and one-half (1½) times the regular rate of pay, provided the employee is not notified by 7:00 p.m. the day before the court appearance that the court appearance has been cancelled. If the employee is called back to work for more than one (1) court appearance in the same day, he shall be paid a minimum of three (3) hours for the first appearance and the actual time worked for the second appearance; unless there is three (3) hours or more between appearances, in which case the employee shall be paid a minimum of three (3) hours for each appearance.

Section 6. Every employee called back after normal daily working hours or on a regular day off, including holidays, shall be paid a minimum of two (2) hours at a rate of one and one-half (1½) times the regular rate of pay for each time the employee is called back to work.

ARTICLE 17 – HOLIDAYS

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

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

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

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

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

Section 4. New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving and Christmas are hereby designated as premium holidays. A full-time employee who works a shift the majority of which actually falls on the premium holiday shall be paid at one and one-half times his regular rate of pay for that shift, and in addition, holiday pay not to exceed eight hours. An employee who receives such premium pay for working the actual holiday shall not also receive holiday pay for the Friday or Monday on which the same holiday may be observed pursuant to Section 3(A) hereof.

ARTICLE 18 – VACATIONS

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

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

B. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.

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

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

E. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.

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

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

Section 2. General practices and definitions.

A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Chief is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.

B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.

C. Basic Work Week. A basic work week as used in Article 15.

Section 3. Vacation Benefits For Employment Termination. An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation he may have been eligible to receive if not already taken at the time of his termination.

ARTICLE 19 – SICK LEAVE

Section 1. Each employee shall accumulate sick leave at the rate of 4.615 hours for each eighty (80) hours of service in active pay status, including paid vacation and approved sick leave, but not during a leave of absence, lay-off or other period in inactive pay status.

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employees' immediate family. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City's service providing that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. Provisional appointees or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.

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

Section 3. In addition to Section 1 above, each City employee shall be entitled to sick leave of thirty (30) days annually with pay, upon approval of the responsible administrative officer of the employing unit, for absence due to injury or occupational disease, where such injury has occurred or occupational disease has been contracted in the course of employment with the City of Medina, provided the same were not purposely self-inflicted. Unused sick leave under this section shall not be cumulative. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by injury or illness while working, on the job for the City. 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.

Section 4. A city employee may elect, at the time of retirement from active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment which may be made under this section shall be four hundred (400) hours.

ARTICLE 20 – STRESS DAYS

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

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

Section 3. The stress days under this Article shall be charged against the employee's sick leave accumulation, and must be used within the calendar year.

ARTICLE 21 – LONGEVITY PAY

Section 1. All full-time employees of the City of Medina who have completed twenty (20) years continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of ninety dollars ($90.00) per month payable semi-annually in June and December.

Section 2. All full-time employees of the City of Medina who have completed fifteen (15) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of sixty-nine dollars ($69.00) per month payable semi-annually in June and December.

Section 3. All full-time employees of the City of Medina who have completed ten (10) years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of forty-eight dollars ($48.00) per month payable semi-annually in June and December.

Section 4. All full-time employees of the City of Medina who have completed five (5) or more years of continuous employment with the City shall receive, in addition to their regular salary, an additional compensation in the amount of twenty-seven dollars ($27.00) per month payable semi-annually in June and December.

Section 5. An employee returning from a leave of absence or lay-off will be entitled to pre-leave status relative to accumulated service time toward longevity pay. A terminated employee who returns to work for the City of Medina within a period of one (1) year shall be entitled to pre-leave status less one (1) year of accumulated service time toward longevity pay. Service time toward longevity pay will not be accumulated during a leave of absence, lay-off, or a period of employment termination.

ARTICLE 22 – UNIFORM ALLOWANCE

Section 1. There is hereby granted a maximum yearly uniform and uniform-maintenance allowance of one thousand, three hundred eight-two dollars ($1,382.00) to each member of the

bargaining unit, except that during the first six (6) months of employment there will be no uniform allowance. Said allowance shall be appropriated by the Medina City Council and paid semi-annually directly to the sergeant.

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

ARTICLE 23 – LEAVE OF ABSENCE

Section 1. All employees who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of the United States shall be entitled to a military leave of absence from their respective duties without loss of regular pay, holiday pay, or vacation time for such time as they are in the military service on field training or active duty for periods not to exceed thirty-eight (38) days in any one calendar year, after presentation of official orders and submission of a leave request. The department head shall be required to arrange a shift change permitting employees working other than Monday through Friday to participate in National Guard or Reserves weekend training sessions without loss of time. If no such shift change can be arranged, the employees shall be entitled to a leave of absence for same without loss of regular pay.

Section 2. All regular employees who are drafted, or who enter the Armed Forces of the United States during a period of national emergency, or who are called to active duty in the Armed Forces Reserve or Ohio National Guard, shall be granted an extended military leave of absence for the period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days according to his regular work schedule accruing during the first thirty-eight (38) calendar days of military leave.

A. An employee granted an extended military leave may elect to be paid for any accumulated annual leave.

B. Employees on extended military leave shall continue to earn seniority credit for purposes of annual leave and promotional examination.

C. Upon return from extended military leave, employees will be reinstated to the same pay step of the pay schedule at which they were situated at the time of leave of absence. Thus, employees on extended military leave will receive any general salary adjustments that were granted during their absence to their job classifications. Employees on extended military leave do not earn time towards merit raises or longevity pay steps during the unpaid period of military leave. However, they shall retain such service time as they had at the time of leave of absence.

Section 3. Any employee having been in the employ of the City of Medina for at least six (6) months may be granted a leave of absence without pay by the responsible appointing authority or elected official for a period of time as deemed warranted, but not to exceed six (6) months within

one year. Written notice of said leave will be given to the Civil Service Commission and the Finance Director.

A. Group hospitalization insurance may be retained during a leave of absence in accordance with federal and state law.

B. Accumulated Benefits. Time toward sick, vacation, or longevity pay will not accumulate during the leave of absence. Upon return to work, the employee will be entitled to pre-leave status relative to accumulated sick, vacation, or longevity pay as well as pay range and step and job classification.

C. Step Increases. An employee who has been granted a leave of absence will not receive a step increase under Section 31.08(A) unless he or she has accumulated a total of nine (9) months active service during the prior calendar year.

D. Any employee who is called for jury duty during his normal working hours shall be entitled to leave for such service and shall be paid for such leave time at the usual rate for the applicable pay grade and step.

Section 4. Funeral Leave. Each employee shall be entitled to up to three (3) days paid funeral leave, deducted from the employee's accumulated sick leave, for the purpose of attending the funeral, whenever the death occurs in their immediate family. The above is limited to the death of the employee's spouse, mother, father, brother, sister, child, parents-in-law, or step-child actually living in the household. Employees shall be entitled to one (1) paid day, deducted from the employee's accumulated sick leave, for the death of the employee's grandparents, grandchildren, brother- and sister-in-law, step-children not living in the household and grandparents-in-law. Such days shall be in addition to all other leave available to the employee.

ARTICLE 24 – TRAVEL, TELEPHONE AND EDUCATIONAL BENEFITS

Section 1. Any employee may attend, at the expense of the City, any conference or other municipal business relating to municipal affairs, if approved by the Mayor. If advanced funds are necessary, the employee shall submit said request to the Finance Department not less than fourteen (14) calendar days in advance of the event and shall be paid within three (3) calendar days of the event.

Section 2. Any employee may be reimbursed for his actual, necessary expenses incurred while traveling on official business authorized by law or by his position, office, or employment. The IRS standard business mileage rate will be allowed for the use of privately owned vehicles.

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

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

Section 5. All approved expense reports shall be paid within thirty (30) calendar days after submission to the Finance Department.

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

Section 7. Upon receipt of, or proof of having earned, an associate degree in the law enforcement field; or a four (4) year baccalaureate degree from an accredited university; or upon proof of an honorable discharge after having served three (3) or more years in a branch of the United States military; or upon proof of having served 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 ($350.00), payable semi-annually in June and December of each contract year. Payments to each employee under this Section shall not exceed $350.00 annually.

ARTICLE 25 – GROUP HOSPITALIZATION

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide 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 contribution. The employee premium-contribution percentage shall remain at the 2020 percentage (13% or 20%) for 2021 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

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.

Temporary full-time employees expected to be employed by the City for a continuous period greater than three (3) months shall be eligible for said benefit.

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits and coverages under the policy with the new carrier are comparable to or better than the benefits and coverages provided to bargaining unit employees as of the effective date of this Agreement.

Section 3. Employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars ($425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars ($200.00) per month in lieu of medical insurance coverage.

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

Section 5. The City and the OPBA mutually recognize that health care cost control is an important consideration and of mutual interest to both parties. The parties agree that the City's health care coverage and premium rates should be reviewed by an independent health care consultant. Accordingly, the City and OPBA agree to negotiate in good faith concerning health care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.

Section 6. The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care

Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

ARTICLE 26 – WAGES

Section 1. Sergeants having one (1) or more years of service as a Sergeant in the Medina City Police Department shall be paid an hourly rate fifteen percent (15%) above the effective top step of a Patrol Officer's pay. On appointment to Sergeant, the employee shall serve a 12-month probationary period, during which time the sergeant shall be paid an hourly rate of six percent (6%) above the effective top step of a Patrol Officer's pay.

Section 2. The City will pay ten percent (10%) of the employee's contribution to the Police and Fire Disability and Pension Fund. Effective upon execution, the City shall pay said amount pursuant to a "Deferred" plan as approved by the Ohio Police and Fire Pension Fund and as explained herein. (Attachment C).

ARTICLE 27 – SHIFT DIFFERENTIAL

Section 1. Effective March 29, 2020, there is hereby granted a fifty cent ($0.50) hourly pay differential for employees assigned to working the second or third shifts.

ARTICLE 28 – LIFE INSURANCE

Section 1. The City agrees to provide (either through self-insurance or a policy of insurance) a twenty-five thousand dollar ($25,000.00) life insurance and accidental death/dismemberment ("life insurance") benefit to members of the bargaining unit.

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

ARTICLE 29 – SAVINGS CLAUSE

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

ARTICLE 30 – RETENTION OF BENEFITS

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

ARTICLE 31 – EMPLOYEE RIGHTS

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

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

Section 3. At the time any employee is notified that he or she is the subject of an investigation, the employee shall be given the opportunity to contact a Union Representative and/or Union Attorney for the purpose of representation. The scheduled interview shall not be delayed more than twenty-four (24) hours in order for the employee's representative to be present. In the event of an employee-involved shooting, or use by an employee of physical force resulting in serious physical injury or death, the Chief of Police may order an immediate investigation to determine compliance with departmental procedures.

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

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

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

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

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

ARTICLE 32 – INJURY LEAVE/WAGE CONTINUATION

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

Section 2. QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with OBWC.

2. Competent medical proof of disability must be provided via form C-84 or Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. On the Clock Care of Medina General Hospital is the City's chosen provider.

3. The employee must complete a C-1, OD-1, or FROI-1 application and sign a wage agreement, medical release and an election form.

4. The City reserves the right to have the employee examined by a physician of its choice at the City's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of injury leave benefits.

5. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

Section 3. TERMINATION CONDITIONS

Wage continuation/injury leave will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.

2. Employee returns to work for another employer.

3. Employee fails to return to transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.

4. Employee fails to appear for employer-sponsored medical examination.

5. Employee has reached maximum medical recovery and/or the condition has become permanent.

6. Regardless of the above conditions of termination, management may, at its sole discretion terminate injury leave benefits at any time of disability exceeds ninety (90) calendar days. The maximum claim allowed per employee is one hundred-eighty (180) calendar days per year.

7. The claim is found to be fraudulent after payment has commenced.

8. The injured worker attempts to collect both wage continuation and temporary total compensation; or

9. Employment termination.

ARTICLE 33 – DURATION

Section 1. The term of this Agreement shall be from date of ratification (March 23, 2020) or conciliator's award through October 31, 2022.

Section 2. Due to the contract expiration date of October 31, 2022, the City agrees that restrictions on the Conciliator's power pursuant to Ohio Revised Code 4117.14(G)(11) are waived by the City for purposes of negotiating the successor collective bargaining agreement. As such, the Conciliator appointed pursuant to negotiations for the successor collective bargaining agreement shall have full power to award wages and other matters of compensation from the contract expiration date and thereafter.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of April, 2020.

On Behalf of the
CITY OF MEDINA

Dennis T. Hanwell
Mayor, City of Medina

Edward Kinney
Chief of Police, City of Medina

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Gregory A. Huber, Esq.
Law Director, City of Medina

On behalf of the
OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

George E. Gerken
Attorney for Ohio Patrolmen's
Benevolent Association

1659-19-03

Attachment A
SUMMARY PLAN DESCRIPTION

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

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

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

ATTACHMENT A

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes.

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

Does this plan meet Minimum Value Standards? Yes.

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

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

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

About these Coverage Examples:

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

Peg is having a baby
(9 months of in-network prenatal care and a hospital delivery)

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

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**

In this example, Peg would pay:

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

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

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

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**

In this example, Joe would pay:

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

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

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

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**

In this example, Mia would pay:

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

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

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

Multi-Language Interpreter Services & Nondiscrimination Notice

MEDICAL MUTUAL®

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

Spanish

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

Chinese

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

German

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

Arabic

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

Pennsylvania Dutch

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

Russian

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

French

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

Vietnamese

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

Navajo

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

Oromo

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

Korean

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

Italian

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

Japanese

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

Dutch

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

Ukrainian

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

Romanian

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

Tagalog

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

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

Nondiscrimination Notice

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

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

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

Civil Rights Coordinator
Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900
Email: CivilRightsCoordinator@MedMutual.com

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

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

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

Attachment B
WELLNESS PROGRAM

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

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

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

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in future Collective Bargaining Agreements. The parties agree to discuss the

introduction of the outcomes-based component in the next negotiations consistent with the Federal Patient Protection and Affordable Care Act.

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

Attachment C
PENSION ALTERNATIVES

ATTACHMENT C

B

Police Department
December 18, 1998

Comparisons of various pension alternatives

Assumptions

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

	Current	Pick up	Deferred *
Base pay plus 10% inc.	$44,000	$40,000	$44,000
Taxes before pension	11,000	10,000	
Taxes after pension			$8,900
Pension share	4,400	-0-	4,400
Take home pay	28,600	30,000	29,700
Retirement pay	$33,000 (Part Taxable)	$30,000 (Full taxable)	$33,000 (Full Taxable)