

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 22-262-12/12 – Amend Ord. 213-22 – Fitness Room
- 22-263-12/12 – Policing Contract with Lafayette Township
- 22-264-12/12 – Expenditure – Jet-A Fuel
- 22-265-12/12 – Increase P.O. 22-1355 – Mason Custom Builders – Service
- 22-266-12/12 – Increase P.O. 22-525 – Walter & Haverfield – Law
- 22-267-12/12 – Budget Amendments
- 22-268-12/12 – Advance Request – W. Smith Phase 4
- 22-269-12/12 – Expenditure – Software Solutions – Finance
- 22-270-12/12 – Job Creation Grant Agreement – Agrati, Inc.
- 22-271-12/12 – 2023 Tax Advances
- 22-272-12/12 – Dedication Plat for Public Alley
- 22-273-12/12 – Amend Code 943.02 General Regulations – Cemetery
- 22-274-12/12 – Contract w/ EnviroScience – Rocky River Stabilization Project (ARPA)
- 22-275-12/12 – Amend S&B Code 31.05 & 31.07 – Various - Parks and MCRC
- 22-276-12/12 – Amend Civil Service Rules – Re: Lateral Entry of Patrol Officers
- 22-277-12/12 – Expenditure Over \$15,000 – Railroad Liability Insurance
- 22-278-12/12 – Accept Donation of Parcel #028-03-124 from West Creek Conservancy
- 22-279-12/12 – Expenditure Over \$15,000 – Technology Engineering – IT Services

12/12/22

REQUEST FOR COUNCIL ACTION

No. RCA 22-262-12/12

FROM: Jansen Wehrley / Kathy Patton

Committee: Finance + Council

DATE: December 1, 2022

SUBJECT: Amend Ord. 213-22 – Proposal Fanning and Howey Fitness Room

SUMMARY AND BACKGROUND:

Request authorization to amend Ord. 213-22, passed November 28, 2022 by adding in the funding which was left out of the original ordinance.

Estimated Cost: \$48,000
Suggested Funding: 574-0350-52226

- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: ~~No~~ Yes
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 226-22
12-12-22

ORDINANCE NO. 213-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL WITH FANNING AND HOWEY FOR PROFESSIONAL DESIGN SERVICES FOR THE EXPANSION OF THE FITNESS ROOM AT THE MEDINA COMMUNITY RECREATION CENTER, AND REPEALING ORDINANCE NO. 47-19, PASSED MARCH 25, 2019.

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

- SEC. 1:** That the Mayor is hereby authorized to execute a Proposal with Fanning and Howey for Professional Design Services for the expansion of the Fitness Room at the Medina Community Recreation Center.
- SEC. 2:** That a copy of the Proposal is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That Ordinance 47-19, passed March 25, 2019 is hereby repealed.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 28, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

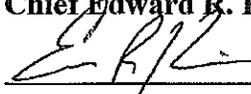
APPROVED: November 29, 2022

SIGNED: Dennis Hanwell
Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 22-263-12/12

Committee

From: POLICE DEPARTMENT
Chief Edward R. Kinney


Mayor's Initials:

Guidelines: See information on back of form

Date: November 14, 2022

Subject: Policing contract with Lafayette Township

Summary and Background

In 2018, the Medina Police Department entered into a policing contract with Lafayette Township. The current contract expires December 31, 2022. The Township has voted to continue the policing contract with Medina Police Department for the term of the newly passed policing levy (11/8/22) ending December 31, 2027. The proposed contract will be different from the prior contract in that the Township will pay a flat rate of \$400,000.00 due December 15th of each year during the contract period. The prior contract was a passthrough. The proposed contract is attached and has been approved by the Law Director.

Estimated Cost: N/A

Suggested Funding: N/A

Sufficient Funds in Account No: N/A

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No **Yes** If yes, reason: Emergency clause is requested as the current contract expires December 31, 2022.

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

Ord. 227-22
12-12-22

AGREEMENT FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES

THIS AGREEMENT FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES (Agreement) is made and entered into this 21st day of November 2022, by and between The City of Medina, Medina County, Ohio (Medina), and the Trustees of Lafayette Township, on behalf of the Lafayette Township Police District (the Township).

PURPOSE

The purpose of this Agreement is to provide the Township with law enforcement services for its jurisdiction. This agreement is written in accordance with O.R.C. Section 505.43 and 505.50, which specifically allows a Township and Municipal Corporation to contract for the provision of police protective services on terms agreed upon.

This agreement is necessary for the health, safety and well-being of the Township and its inhabitants and consistent with the approval of a funding levy authorized by the voters of the Lafayette Police District on November 8, 2022 for a period ending December 31, 2027.

TERMS

1. Law Enforcement Service. The Medina Police Department shall exercise policing services on behalf of the Township in the same manner and to the same extent it exercises such services for the residents of The City of Medina. This means that the Medina City Police Department shall perform any police function, exercise any police power, or render any police service on behalf of the Township, which the Township may perform, exercise or render. This Agreement does not, however, suspend the Township's power to perform or exercise police services independent of the Medina Police Department, nor does it limit the Sheriff's authority to directly provide police protection services as permitted by law.

The Medina Police Department will add the Township to its Southwest sector (west of Court Street / south of Smith Road) and dedicate a police vehicle for service in that sector for each shift, twenty-four hours, seven days every week of the year, except emergency situations, shift change and processing of prisoners or case investigation resulting from activity in that sector. Backup will be provided as necessary with other Medina Police Officers or nearest police resources. Medina Police will respond to all emergency fire calls per its medical response protocol.

In consideration of said services provided by the Medina Police Department, the Township agrees to pay the City of Medina the sum of \$400,000.00 yearly, due on the 15th day of December during the term of the contract.

The City of Medina will submit monthly reports to the Township involving police activity in the Township and provide an officer to attend a Township meeting once a month to present and discuss said report with the Board of Trustees.

2. Separate Entities. The parties agree that the Township and City of Medina are separate and independent legal entities with full authority to perform all acts as necessary to enter into this agreement.

The Parties further agree, that for all legal purposes, the City Police Officers operating under this Agreement within the Township are City of Medina employees under the exclusive control of the City of Medina and shall be covered by its liability insurance the same as other City Police Officers.

3. Medina Liaison. The Medina Police Chief shall designate in writing one officer, in addition to himself, to serve as a direct contact for the Township Board of Trustees to discuss service issues. A direct phone number and email address shall be provided for said officer.
4. Rules and Regulations. All Medina Police Officers who perform law enforcement services for the Township pursuant to this Agreement must observe the normal standards of the Medina Police Department and all Department policies, rules and regulations.
5. Integration. This writing embodies the complete Agreement between the City of Medina and the Township and no other promises, conditions, or terms, express or implied, exist between the City of Medina and the Township.

6. Term. This Agreement shall be in full force and effect until December 31, 2027. Both Parties, however, retain the right to cancel this contract upon ninety days written notice. The Township will have no obligation for any expenses, including, but not limited to unemployment compensation, upon termination of the term, or cancellation of, this Agreement.

WHEREFORE, in consideration of the mutual covenants and promises set forth, the parties hereby execute this Agreement for law enforcement services.

**LAFAYETTE TOWNSHIP
POLICE DISTRICT:**

CITY OF MEDINA

BY: 

Martin Warchola
Lafayette Township Trustee

BY: _____

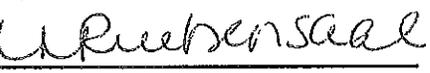
Dennis Hanwell
Mayor / Safety Director

BY: 

Ty Fullerton,
Lafayette Township Trustee

BY: 

Chris O'Neil
Lafayette Township Trustee

BY: 

Laura Ruebensaal
Lafayette Township Fiscal Officer

REQUEST FOR COUNCIL ACTION

No. RCA 22-264-12/12

FROM: Keith H. Dirham, Finance Director
Lori Bowers, Deputy Finance Director

Committee: Finance

DATE: December 1, 2022

SUBJECT: Expenditure greater than \$25,000 – Jet-A Fuel

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize an expenditure not to exceed \$135,000 to EPIC Aviation LLC for the purchase of Jet-A fuel at the Medina Municipal Airport during 2023. NOTE: Through November 2022, the City paid EPIC Aviation \$98,983.55 for Jet-A fuel.

Estimated Cost: \$135,000

Suggested Funding: Medina Municipal Airport Fund

- sufficient funds in Account No. 547-0650-53314
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: To pay for fuel purchased in January.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK
J. J. J. J.
11-28-2022

REQUEST FOR COUNCIL ACTION

No. FCA 22-265-12/12

FROM: Nino Piccoli Service Director
DATE: November 22, 2022
SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

Respectfully requesting Council approval to increase the existing Purchase Order No. 2022-1355 for the City Hall Restroom renovation project. Parts were not available for the existing wall carrier plate hubs resulting in extra parts being purchased and the related installation needing to be performed.

This request qualifies as an ARPA project.

Original \$24,000.00 to \$27,827.00
Mason Custom Builders

Suggested Funding: \$3,827.00

- Sufficient funds in Account No. 171-0743-53322
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Mason Custom Builders
Invoice

Invoice No. 14422

Date: 11/21/22

Invoice submitted to:

Work performed at:

**City of Medina
132 N. Elmwood
Medina, OH 44256**

Same

For the following work performed:

Remodel of two staff bathrooms

	Total	\$ 23,620.00
Extras:	Add new lighting	\$ 1,000.00
	Add new toilet hub fixtures	\$ 3,207.00
	Total Cost	\$ 27,827.00

Please remit payment to Mason Custom Builders 2526 Boston Rd. Hinckley, OH 44233

RCA 22-266-12/12

Finance
only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

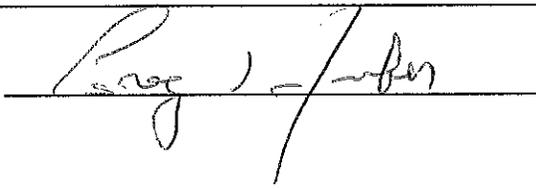
- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 11/25/2022 Department: LAW

Amount: \$5,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0704-52225

Vendor: WALTER & HAVERFIELD

Department Head/Authorized Signature: 

Item/Description:
INCREASE PO #22-525 BY \$5,000 (FROM \$15,000 TO \$20,000)

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.



City of Medina
 132 North Elmwood Ave
 P.O. Box 703
 Medina, OH 44258

PURCHASE ORDER

Page: 1
 P.O. Number: **2022000525**
 P.O. Date: 01/01/2022
 Req. Number: 2022-LAW-0030

Requested By: Lilly Selva
 Blanket Type: RB
 Ship Via:
 Terms:

Deliver To OFFICE OF THE LAW DIRECTOR
 CITY OF MEDINA
 132 N ELMWOOD AVE
 MEDINA, OH 44256

Vendor W00058
 WALTER & HAVERFIELD, LLP
 PO BOX 75568
 CLEVELAND, OH 44101

TERMS:
 1. City of Medina is exempt from excise or sales tax.
 2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
 3. Delivery must be prepaid to destination shown above or billed to same.
 4. No change may be made in this order without consent of the Director of Finance.
 DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
	BOC APPROVED 12/13/21					
		Accounting				
001	RB-LEGAL SERVICES	001-0704-52225				\$15,000.00

Enc Bal = \$55.00

Purchase Order Total: \$15,000.00

This amount has been lawfully appropriated for such purpose and is in the treasury or in the process of collection.

Keith A. Drifm

Director of Finance

1/7/2022

Date

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 22-267-12/12

Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X

X

NO. 2022-043
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0711-52215	INCOME TAX- CONTRACTUAL SERVICES	80,000.00		X	cover year end
		108-0610-56615	St repair - adv out	2,046,500.00		X	Advances
		108-0668-54411	gen st / storm sewer - land / improvements	10,000.00		X	cover year end
		108-0676-54414	ST RECONSTRUCTION - W SMITH RD PH 4 - PID	2,500,000.00		X	W Smith Rd project
		135-0130-52215	EMS-CONTRACTUAL SERVICES	50,000.00		X	to cover LST increase
		301-0707-55512	gen pur cap - int pmt	20,210.00		X	to cover LST increase
		380-0687-56615	adv out - Spring grove	955,958.00		X	Advances
		386-0676-54414	ST RECONSTRUCTION - W SMITH RD PH 4 - PID	2,046,500.00		X	W Smith Rd project
		546-0530-54412	WTR CAP - BUILDINGS/STRUCTURES	10,000.00		X	to cover debt pmts
		546-0530-54418	WTR CAP-WTR SYSTEM/LINES	5,000.00		X	to cover negatives
		546-0530-55512	wtr cap -int pmt	12,333.00		X	to cover debt pmts
		547-0650-52215	airport - contractual	25,000.00		X	to cover negatives
		574-0874-55512	Rec Clr bond - int pmt	12,529.00		X	to cover debt pmts
380-0688-56615	Adv out - gates mills			(955,958.00)		X	reduction
001-0741-50111	svc dir - wages	001-0741-53321	SVC DIR-MAINT OF EQUIPMENT	3,000.00	X		cover year end
102-0545-50111	leaf prg - wages	102-0610-53321	st repair - maint of eq	25,000.00	X		cover year end
102-0610-50111	street - wages	102-0610-52213	ST REPAIR- INSURANCE/TAXES	3,000.00	X		cover year end
102-0610-50111	street - wages	102-0610-53313	ST REPAIR-OPERATING SUPPLIES	5,000.00	X		cover year end
102-0620-50111	strm sewer - wages	102-0620-53321	strm sewer - maint of eq	5,000.00	X		cover year end
108-0610-54411	st repair / land improvements	108-0676-54414	ST RECONSTRUCTION - W SMITH RD PH 4 - PID	709,500.00	X		cover year end
109-0757-53315	valor court tols / minor	109-0757-51122	Valor court / hosp	31,000.00	X		cover year end
109-0757-52226	valor court	109-0757-51122	Valor court / hosp	30,000.00	X		cover year end
513-0708-53311	ub / office supplies	513-0708-50111	ub - wages	10,000.00	X		cover year end
513-0708-53321		513-0708-50111	ub - wages	5,000.00	X		cover year end
514-0543-50111	san - wages	514-0543-53321	maint of equ	60,000.00	X		cover year end
574-0350-50111		574-0303-51121	MUNI POOL-EMP RETIREMENT	2,500.00	X		cover year end
574-0350-50111		574-0303-51126	MUNI POOL-MEDICARE	100.00	X		cover year end
574-0350-50111		574-0357-50111	PROGRAMS- SALARIES & WAGES	15,000.00	X		cover year end
574-0350-50111		574-0357-51121	PROGRAMS-EMPLOYEE RETIREMENT	500.00	X		cover year end
574-0350-50111		574-0357-51126	PROGRAMS-MEDICARE	250.00	X		cover year end
			Total increases to fund:				
			Total reductions to fund:				
			Total transfers within fund:				

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 12/6/2022

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 228.22

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

No. RCA 22-269-12/12
 Committee: Finance

FROM: Keith H. Dirham, Finance Director
DATE: December 5, 2022
SUBJECT: Expenditure over \$25,000 – Annual Software Support – Software Solutions

SUMMARY AND BACKGROUND:

The Finance Department requests Council's approval of an expenditure of \$52,291.24 to Software Solutions, Inc. (SSI) for annual support services for the City's VIP Professional accounting system. The effective period for support services is from March 1, 2023, through February 28, 2024.

Accounts to be charged for the 2023 support service fee is as follows:

Software Solutions Support 3/1/23 to 2/28/24				
Line	Department	Account	Amount	Split
001	General Administration	001-0707-53321	\$ 27,191.44	52%
002	Police	106-0101-53321	\$ 2,091.65	4%
003	Water Office	513-0531-53321	\$ 7,843.69	15%
004	Utility Billing	513-0708-53321	\$ 11,504.07	22%
005	Sanitation	514-0541-53321	\$ 3,660.39	7%
		TOTAL:	\$52,291.24	100%

- Estimated Cost:** \$52,291.24
Suggested Funding: See departments listed above
- sufficient funds in Account No. See accounts listed above
 - transfer needed from Account No. to Account No.
 - NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Lilly Selva

From: Liz Ballard <lballard@mysoftwaresolutions.com>
Sent: Monday, December 5, 2022 2:51 PM
To: Lilly Selva
Subject: RE: Next Years Invoice

Hi Lilly,

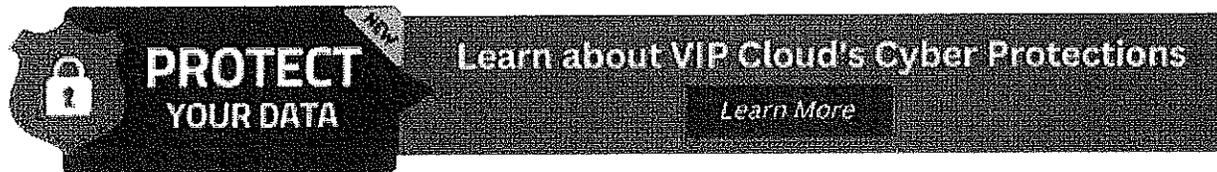
Yes I do. It will be \$52,291.24 for 3/1/2023 to 2/28/2024.

Hope this helps,



Liz Ballard
Staff Accountant

Office - (800) 686-9578
Email - lballard@mysoftwaresolutions.com
www.mySoftwareSolutions.com



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From: Lilly Selva <lselva@medinaoh.org>
Sent: Monday, December 5, 2022 2:29 PM
To: Liz Ballard <lballard@mysoftwaresolutions.com>
Subject: Next Years Invoice

Hi Liz,

I am preparing my Request to Council for next years bill. Would you happen to know exactly how much 2023 support will be?

Take care,
Lilly Selva
The City of Medina
Finance Department
330.722.9057

*OK - Handed
12-6-2022*

REQUEST FOR COUNCIL ACTION

No. RCA 22-270-12/12
Committee Finance

FROM: Kimberly Marshall
DATE: December 6, 2022
SUBJECT: Job Creation Grant Agreement for Agrati, Inc.

SUMMARY AND BACKGROUND:

This request is for council to authorize the Mayor to enter into a Job Creation Grant agreement with Agrati, Inc. for the purpose of expanding their business in the City of Medina. This project will allow them to construct a state-of-the-art tech center facility located at 941 – 955 Lake Rd. Additionally, they will renovate their facility to add space for a training center.

Agrati, Inc. will have an estimated investment of \$12,875,000.00 in this project.

Agrati, Inc. has committed to creating 40 new full-time positions with new payroll of \$3,000,100.00 to the City of Medina at the following schedule:

- Year 2023 –12 new FT positions
- Year 2024 - 14 new FT positions
- Year 2025 - 14 new FT positions

The agreement will provide Agrati, Inc. with a grant up to 40% of new payroll taxes to the City of Medina for six years.

The Business Development Committee met with the company on December 2, 2022 to review and discuss the project. They did approve the project at the meeting.

We respectfully request approval of the Job Creation Grant agreement with Agrati, Inc. subject to Law Director's approval. (Draft Agreement attached)

As a reminder, job creation grants are funded from non-income tax generated revenues.

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

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

EXHIBIT A

GRANT# JCG24-Agrati, Inc.

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Agrati, Inc. with its main offices located at 24000 South Western Avenue, Park Forest, IL 60466 (hereinafter referred to as "Company), and is dated as of _____.

WITNESSETH:

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

WHEREAS, Agrati, Inc. is desirous to expand their business in the City of Medina located at 941-955 Lake Road, Medina, Ohio to create 40 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Agrati, Inc. with incentives available for the development of the PROJECT; and

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

WHEREAS, Agrati, Inc. has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

- A. **Agrati, Inc.** shall expand the facility located at 941-955 Lake Road, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$12,875,000** (dollars) the PROJECT.
- B. The PROJECT will involve a total investment, plus or minus 10%, by **Agrati, Inc.** as follows:

1. Additions/New Construction	\$ <u>3,200,000.00</u>
2. Improvements to Existing Building	\$ <u>150,000.00</u>
3. Machinery & Equipment	\$ <u>9,000,000.00</u>
4. Furniture & Equipment	\$ <u>525,000.00</u>
TOTAL	\$ <u>12,875,000.00</u>

- C. Improvements to facility will begin approximately June, 2023 and will be completed approximately December, 2024.

3. Job Creation and Retention.

- A. **Agrati, Inc.** shall create in the City of Medina within a time period not exceeding **36** months after the occupation of the aforesaid facility, the equivalent of **40** new full-time permanent job opportunities in the City of Medina.

1) **Agrati, Inc.** schedule for hiring permanent full-time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	12
2	14
3	14

- B. The job creation period begins approximately June, 2023 and all jobs will be in place by December 2025.

- C. The Company currently has 156 employees in the City of Medina. In total, the Company has 207 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$3,000,100.00 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

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

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

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$18,750.63 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, Agrati, Inc. must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Agrati, Inc. does not achieve at least 90% of new payroll and employment projections, Agrati, Inc. shall receive reduced incentives according to the schedule below:

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

- (2) If **Agrati, Inc.** fails to meet 75% of new payroll **and** new employment projections in any given year, the grant shall not be awarded for that year.
- (3) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2025. The initial grant payment shall be made by approximately July 1, 2026 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that **Agrati, Inc.** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **Agrati, Inc.** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **Agrati, Inc.** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that **Agrati, Inc.** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **Agrati, Inc.** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **Agrati, Inc.** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **Agrati, Inc.** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **Agrati, Inc.** shall pay all taxes and shall file all tax reports and returns as required by law. If **Agrati, Inc.** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. **Agrati, Inc.** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Agrati, Inc.** compliance with the Agreement.
8. Maintenance of Grant.
 - A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
 - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **Agrati, Inc.** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. **Agrati, Inc.** certifies that at the time this Agreement is executed, **Agrati, Inc.** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **Agrati, Inc.** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **Agrati, Inc.** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Agrati, Inc.** For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Agrati, Inc.** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **Agrati, Inc.** or to any

third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of Agrati, Inc. in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If Agrati, Inc. fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If Agrati, Inc. fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If Agrati, Inc. fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of Agrati, Inc.'s breach or default.

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

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Agrati, Inc. the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
 - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or

- 2) In the event that Agrati, Inc. vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

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

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

- H. Each provision for modification or termination hereunder shall not affect Agrati, Inc.'s obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. Agrati, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Agrati, Inc. has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

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

If to _____ to:

Agrati, Inc.

Chief Operating Officer
2400 South Western Avenue
Park Forest, IL 60466

or such other address as may be noticed.

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

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **Agrati, Inc.**, by _____ have caused this instrument to be executed on the _____ day of _____, 2023.

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

WITNESSED BY:

By: _____

Title: Chief Operating Officer

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

DIRECTOR OF LAW- CITY OF MEDINA

By: _____

Date: _____

REQUEST FOR COUNCIL ACTION

No. RCA 22-271-12/12
Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: December 6, 2022
SUBJECT: Property Tax Advance Request

SUMMARY AND BACKGROUND:

Please approve the annual resolution requesting that the County Auditor make tax advances during 2023 pursuant to Ohio Rev. Code §321.34.

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: Request to the County Auditor is due on Thursday, January 13, 2023. (Received from County on 12/06/22)

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



Medina County Auditor

MIKE KOVACK

144 North Broadway St. • Medina, Ohio 44256

Date: December 6, 2022

To: Township Fiscal Officers
Village Clerks
City Finance Directors
Library Treasurers
School Treasurers

From: Kristen Johnson, Tax Settlements
Medina County Auditor's Office

Re: Tax Advances (1st half 2023 collection)
(2nd half 2023 collection)

Schedule for Advances on the First Half Tax Collection:

REQUEST SLIP DUE BY:

PAYMENT DATES:

FRIDAY: January 13, 2023

FRIDAY: January 20, 2023
FRIDAY: February 3, 2023
FRIDAY: February 17, 2023
FRIDAY: March 3, 2023

Schedule for Advances on the Second Half Tax Collection:

PAYMENT DATES:

FRIDAY: June 30, 2023
FRIDAY: July 14, 2023
FRIDAY: July 28, 2023

There will be seven advances for the year, four of them payable during the first half and three of them payable during the second half. When passing your resolution or ordinance, please indicate that you are requesting all available advances for the year.

Please send in one request slip (see attached) and a copy of your resolution or ordinance stating that you want the advances for the year of 2023. Please have your President of the board sign the slip.

If you would like to request the advances but will not have your resolution or ordinance until after the first advance date, let me know.

If you have any special needs or questions, please call
330-725-9766.

**REQUEST FOR ADVANCE OF TAXES COLLECTED
MUNICIPALITIES, SCHOOL DISTRICTS, TOWNSHIPS**

Rev. Code Sec. 321.34

To the Auditor of Medina County, Ohio:

_____, Ohio, _____, 20 _____.

YOU ARE HEREBY REQUESTED to issue your warrant upon the County Treasurer of said County in favor of _____ as _____ of _____ in said County for _____ Dollars, of the current collection of taxes assessed and collected for and in behalf of said _____ which shall be held and treated as an advance payment on the current collection of taxes due said _____ at the ensuing settlement, 20 _____, as provided by law.

Pursuant to a Resolution adopted by the _____, adopted _____, 20 _____, Resolution No. _____.

(President of Board - City - Village Treasurer)

Fiscal Officer/Treasurer

-
1. Fiscal Officer or Treasurer _____
 2. _____ School District _____ Township, or the (City - Village) of _____
 3. District, Township or Municipality _____
 4. Board of Education of said School District. Board of Trustees of said Township. or Council of said Municipality _____

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

*OK
As Forwarded
12-6-2022*

NO. RCA 22-272-12/12

DATE: December 6, 2022

COMMITTEE REFERRAL: Finance

SUBJECT: Dedication Plat for Public Alley

This request is for Council's acceptance and approval of the dedication plat for a public alley. The 35 foot wide alley will run north from West Liberty Street/SR 18 a distance of 160.01 feet to the southeast entrance of the City Hall Parking Deck. This plat was approved by the City's Planning Commission at their October 13, 2022 meeting.

Thank you for your consideration.

ESTIMATED COST: There will be a nominal cost to record the plat at the Medina County Recorder's office.

SUGGESTED FUNDING:
.

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

PLAT OF SURVEY DEDICATING PUBLIC ALLEY

BEING A PART OF MEDINA CITY LOT 9374 AS SHOWN BY PLAT RECORDED IN DOCUMENT NUMBER 2021PL000016 OF MEDINA COUNTY RECORDER'S RECORDS SITUATED IN THE CITY OF MEDINA, COUNTY OF MEDINA AND STATE OF OHIO

CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERING AND SURVEYING
 203 W. LIBERTY ST., MEDINA, OHIO 44130 330-723-5980

PLAT DEDICATING PUBLIC ALLEY
 LOCATED IN
 COUNTY OF MEDINA
 STATE OF OHIO

CITY: MEDINA
 TOWNSHIP: _____
 LOT NUMBER: 9374
 TRACT: _____
 PROP OWNER: CITY OF MEDINA

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF MEDINA, BY DENNIS HANWELL, MAYOR, OWNER OF THE LANDS EMBRAZED WITHIN THIS SUBDIVISION HEREBY ACKNOWLEDGE THIS PLAT AND SUBMISSION TO BE BY FREE ACT AND USED AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE STREETS AS SHOWN AND DESCRIBED HEREIN ACCORDING TO THE LEGEND BELOW. I CERTIFY THAT THERE ARE NO UNPAID TAXES OR ASSESSMENTS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

DENNIS HANWELL, MAYOR _____ DATE _____
 COUNTY OF MEDINA } S.S.
 STATE OF OHIO }
 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, WHO PERSONALLY APPEARED THE ABOVE NAMED _____ WHO IS THE OWNER OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE THE SAME AS THE SIGNING IN TESTIMONY WHEREAS I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC
 BY COMMISSION EXPIRES _____

APPROVALS:

THIS PLAT WAS DULY ACCEPTED BY ORDINANCE NO. _____ OF MEDINA CITY COUNCIL AT A REGULAR MEETING HELD ON THE _____ DAY OF _____ 20____.

PRESIDENT OF COUNCIL _____ CLERK OF COUNCIL _____

THIS PLAT APPROVED THIS _____ DAY OF _____ 20____ BY THE CITY OF MEDINA PLANNING COMMISSION.

PLANNING COMMISSION _____

THIS PLAT APPROVED THIS _____ DAY OF _____ 20____ BY THE MEDINA CITY ENGINEER.

MEDINA CITY ENGINEER _____

APPROVED FOR TRANSFER THIS _____ DAY OF _____ 20____

TAX MAP DRAFTSMAN _____

RECEIVED FOR TRANSFER THIS _____ DAY OF _____ 20____

MEDINA COUNTY AUDITOR _____

RECEIVED AND RECORDED THIS _____ DAY OF _____ 20____

AT _____ A.M./P.M.

RECORDED BY PLAT DOCUMENT NO. _____

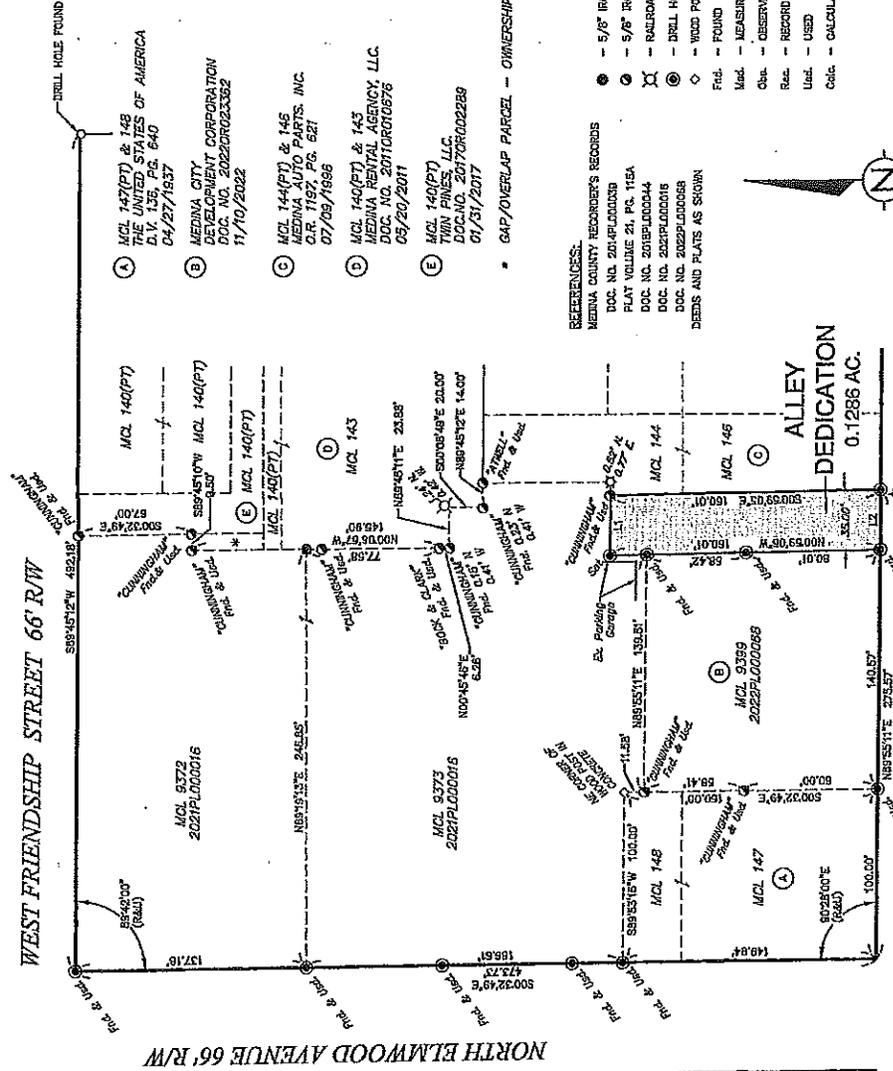
FEE \$ _____

MEDINA COUNTY RECORDER _____

CERTIFICATION
 I HEREBY CERTIFY THIS DRAWING TO BE OF A SURVEY MADE BY ME AND/OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

DOUGLAS S. FRIEL, C.S. #8007 T.S. #8007 22 NOV 06 062 2022 DATE



LEGEND:

- - 5/8" IRON PIPE SET W/PAIP CINCINNATI
- - 5/8" IRON PIPE FND. W/CP
- ⊗ - RAILROAD SPUR FOUND
- ⊙ - DRILL HOLE WITH MAG NAIL AS NOTED
- ⊕ - WOOD POST IN CONCRETE
- Fnd. - FOUND
- Md. - MEASURED
- Obs. - OBSERVED
- Rec. - RECORD
- Ucl. - USED
- Calc. - CALCULATED



Line #	Direction	Length
L1	N89°55'17"E	35.00
L2	S89°35'17"W	35.00

BEARINGS ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.

OK
Ordinance
12-7-22

REQUEST FOR COUNCIL ACTION

No. RCA 22-273-12/12

FROM: Jansen Wehrley *JW*

Committee: Finance

DATE: December 6, 2022

SUBJECT: Amend 943.02 General Regulations - Cemetery

SUMMARY AND BACKGROUND:

Respectfully requesting Council authorization to amend Ordinance 943.02 General Regulations for the Spring Grove Cemetery to include:

(h) No person shall swim, ice skate, or fish in ponds or pools of water on cemetery grounds.

The Cemetery Commission has reviewed and approved this request at the regularly scheduled meeting on December 6, 2022.

**Pending review by the law director.

Estimated Cost: \$ N/A

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

943.02 GENERAL REGULATIONS.

(a) The Director of Public Service shall have the power to delegate authority and enforce all rules and regulations adopted by Council pertaining to this chapter. All persons and property in the Medina Municipal Cemeteries shall be under the control and subject to the direction of the Director of Public Service or his designee.

(1) The Director of Public Service, pursuant to Ohio Revised Code Section 759.09 currently has charge of management, control and regulation of the City of Medina's public burial ground and cemetery known as Spring Grove Cemetery. The Director of Public Service is authorized to and does hereby appoint the Parks and Recreation Director to equally share in duties that involve the charge of, management, control and regulation of the Spring Grove Cemetery. The Parks and Recreation Director shall be paid in accordance with her or his regular salary for these duties and shall not be paid additional monies for completion of these duties. This appointment shall remain in effect for so long as there is a Parks and Recreation Director properly appointed by the Mayor and confirmed by Medina City Council.

(Ord. 15-16. Passed 2-8-16.)

(b) The City retains control and supervision of all lots which have been sold. The Director of Public Service may enter upon any lot and prohibit, modify or remove any structure, object, adornment or improvement on such lot which may have been placed thereon in violation of cemetery rules or which may be considered, in the Director of Public Service's judgment, to be objectionable or injurious to the lot or adjoining lots, or to the general appearance of the cemetery.

(c) Visitors are prohibited from damaging or removing any plants, whether cultivated or wild, unnecessarily disturbing or harming any wildlife, breaking or injuring any tree or shrub, damaging any monument or landmark, or in any way defacing cemetery property.

(d) No advertising or soliciting shall be permitted on cemetery grounds unless approved in writing by the Director of Public Service.

(e) No person shall discharge firearms within the cemetery except for military funerals or Memorial Day exercises.

(f) The cemetery grounds are closed from dusk to dawn to everyone except cemetery employees or authorized persons.

(g) Motor vehicles or other vehicles may be operated in the cemetery at a speed not greater than 10 miles per hour and such vehicles shall at all times be operated with due care.

(Ord. 25-05. Passed 2-14-05.)

OK
D. Hammond
12-7-22

REQUEST FOR COUNCIL ACTION

No. RCA 22-274-12/12
Committee: Finance

FROM: Jansen Wehrley^{SW}/Pat Patton
DATE: December 6, 2022
SUBJECT: Design Consultant- Rocky River Stabilization Project- ARPA Funds

SUMMARY AND BACKGROUND:

Respectfully requesting Council authorization to enter into contract with EnviroScience, Incorporated for site investigation, design, permitting, and construction oversight services as part of the Rocky River Stabilization Project at Huffman Cunningham Park.

This project will address erosion of approximately 315' linear feet of riverbank adjacent to the athletic fields at Huffman Cunningham Park. From 2012-2021 approximately 30' of riverbank has been lost. In 2022, the trail adjacent to the river that provides access to the athletic fields was closed. Temporary fencing has been installed as the erosion continues with every substantial rain event.

The preliminary construction budget for this project is \$200,000.00 excluding the design costs. At the completion of the design development stage of the project we will come back to Council for authorization to bid and award the project, provide an engineers estimate, and appropriate the funds for the construction.

**Pending review by the law director.

- Estimated Cost: \$ 42,500.00
 Suggested Funding: 171-0301-52215
- sufficient funds in Account No.
 - transfer needed from Account No. to Account No.
 - NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken: Ord./Res.
Date:

December 06, 2022

Jansen Werhley
City of Medina
132 Elmwood Ave.
Medina, OH 44256

RE: Rocky River Stabilization Project at Huffman Cunningham Park

Dear Mr. Werhley,

EnviroScience is pleased to submit a scope and fee for site investigation, design, permitting, and construction oversight services as part of the proposed bank stabilization project at Huffman Cunningham Park located on the Rocky River in Medina, OH. The following scope and associated fees are a necessary step in resolving the erosion problems.

Task 1: Site Investigation - \$3,300. Data Collection is required to collect topographic elevations for design and modeling. EnviroScience will contact OUPS to locate any known utilities but if Medina staff know of private utilities running through or adjacent to the project area we would appreciate any plans or locations marked such that it can be incorporated into the plans. This information is critical to successful development of a 30% and 60% design.

Task 2. Design Development - \$17,700. Task 1 will illuminate the design limits for stabilizing the bank. A preliminary 30% design plan and a 60% design set will be generated to include the following sheets. A client review period will take place after each plan set deliverable. Project bidding will occur at 60% level plan set. Specifications for the project will be included in the plans, no specifications book will be created as part of this task.

- 30% Plans should include
 - Title Sheet
 - General Notes and Specifications (2 sheets)
 - Property Boundary/Survey Plan (if provided by professional surveyor)
 - Existing Conditions & Demolition Plan
 - We usually combine this into one sheet however can be split into two if necessary for clarity
 - Overall Plan
 - Plan & Profiles – avg slopes in profile for prop tw and bkf (include ex bkf and rtob/ltob), rough riffle/pool locations
 - Standard Details
 - Typical Sections
- 60% Plans should include all sheets already started in 30% plus the following:
 - Plan & Profiles – detailed riffle, run, pool, glide elevations; bankfull elevations at begin/end riffle at minimum
 - Cross Sections
 - Planting Plan (trees, seeding, details)
 - SWPPP (4 sheets total)
 - 1 gen notes



5070 Stow Road
Stow, OH 44224

- 1 plan
- 2 details

Task 3: Environmental Permitting - \$4,500. This task covers the development of the USACE Nationwide 13 application in order to place fill below the ordinary high water mark. This task does not include the development of a Notice of Intent (NOI) as that will be the responsibility to fill by City of Medina as the owner of the property. We have included 4 hours of coordination time with local floodplain administrator as this is in a FEMA Zone A. We have not included any coordination with FEMA and a LOMR is not included in this estimate. We do not anticipate the need for a LOMR or substantial coordination with FEMA because a Zone A designation allows for up to a 1 foot rise in base elevation.

Task 4: Mussel Reconnaissance Survey and Report - \$9,000. This task covers the minimum required mussel reconnaissance, report, and agency coordination to obtain site specific approval to complete the stabilization project. In the event the reconnaissance survey discovers mussels are found, a full mussel survey and relocation effort is then required. All mussels in Ohio are protected by the Ohio Division of Natural Resources. The earliest date the investigation can begin is May 1st. We will complete the mussel recon survey as part of the permit application. This price includes the mussel recon survey and report. If live or dead mussels are detected, a full mussel survey will be needed along with possible relocation. The full mussel survey and potential relocation would be additional costs. Survey data are considered valid for a period of five (5) years from the date of the initial survey.

Task 6: Construction Oversight - \$8,000. Construction oversight will consist of approximately 60 hours of oversight for the entirety of the projected three (3) weeks of construction. Typically, these hours are front-loaded to help the contractor understand the intent of the project and answer specific questions while overseeing work. Oversight will ensure that the contractor builds the project to the specifications of the design to reduce the risk of project failure. The City of Medina representative will receive a progress report for each day that oversight is conducted. The plan set was developed to a 60%-level to allow for flexibility during construction. This flexibility will allow for minor adjustments that may be needed in the field as construction progresses towards the goal of a sustainable solution to the currently severely eroded bank. This fee includes a pre-construction meeting and final walk through meeting to identify any punch-list items that may need addressed prior to demobilization.

If you find the scope and fee (\$42,500.00) acceptable, please sign the acceptance page of this letter proposal and return it to us. We will return a fully executed copy for your records.

Sincerely,



Julie Bingham
Restoration Practice Area Manager

CC: Tom Prewitt, Restoration Biologist / Project Manager

AUTHORIZATION TO PROCEED

EnviroScience, Inc. is prepared to begin work immediately upon written authorization to proceed. Costs for this proposal are \$42,500.00. This is a lump sum agreement. The price in this proposal is valid for 60 days from the date of issuance. Terms and Conditions are provided below.

Once the task(s) have been accepted, an officer of EnviroScience will sign, and we will return a fully executed copy for your records.

EnviroScience Executive Officer

Date

Accepted and Authorized to Proceed

Name

Title

Date

TERMS AND CONDITIONS

1. General

The following Standard Terms and Conditions, together with the attached Proposal and Fee Schedule, constitute the Agreement between EnviroScience, Inc. ("ES") and the entity or person to whom the proposal is addressed ("Client") for the performance of professional services outlined in the proposal. The Standard Fee Schedule may be omitted for Lump Sum type Agreements.

2. Performance of Services

ES's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances.

3. Invoices and Payments

ES will submit Invoices to the Client monthly for work completed during the previous month and a final invoice upon completion of services. Payment will be due within thirty (30) days from invoice date. The Client agrees to pay a service charge of one and one-half (1.5%) percent per month (18% per annum) on past due payments. If an invoice remains unpaid for a period in excess of sixty (60) days, ES reserves the right to pursue all appropriate remedies, including stopping work and retaining all drawings and information without recourse. In the event ES must engage counsel to enforce overdue payments, the Client will reimburse ES for all reasonable attorney's fees and court costs.

4. Insurance

ES is protected by Workers' Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance coverages. ES will furnish certificates of insurance upon the Client's request.

5. Disclosure of Hazards

ES will take reasonable precautions for the health and safety of ES's employees while at the Clients' Site with consideration for the available information regarding existing hazards. The Client will furnish to ES at the time of the Client's authorization to proceed, all information known to the Client, Client's Counsel, or Site Owner concerning physical hazards, oil, hazardous, toxic, radioactive, or asbestos material in, on, or near the site. If hazards are known to exist and the Client fails to advise ES of such substance or condition, and during the course of the work they are discovered, and such discovery in ES's opinion results or may result in injury or a health risk to persons, whether ES's employees or others, the Client agrees to assume full responsibility and liability and shall hold ES harmless for any and all claims, demands, suits, or liabilities for personal injury, including disease, medical expenses, including but not limited to, continued health monitoring, and/or death, or property damage, and for economic loss, including consequential damages.

6. Confidentiality

ES will hold confidential all business and technical information obtained or generated in performance of services under this Agreement. ES will not disclose such information without the Client's written and/or verbal consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with professional standards of conduct for the preservation of public safety, health, and welfare; 3) compliance with any court order, statute or law, or governmental directive; and/or 4) protection of ES against claims or liabilities arising from the performance of services under this Agreement. ES's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

7. Ownership of Documents and Processes

All documents (including drawings, specifications, estimates, field notes, and other data) and all processes (including scientific, technological, software, and other concepts, whether or not patentable), created, prepared, or furnished under this Agreement by ES or ES's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of ES whether or not the Project is completed. ES shall retain ownership of all documents, drawings, specifications, estimates, field notes, other data, and developed technology or processes and any copyright or right to patent thereto. Upon payment in full to ES, the Client may make and retain copies thereof as is necessary to be used for completed Project only. Such documents are not intended or represented to be suitable for additions,

extension, alterations, or completion of the Project by others, or use in any other project. Any reuse without written verification or adaptation by ES for the specific purpose intended is at the Client's sole risk without liability or legal exposure to ES or its independent contractors or consultants.

8. Trade Secrets and Proprietary Information

The Client acknowledges that ES has developed a number of protocols, techniques, and procedures, as well as specialized equipment for performing and ensuring the quality of laboratory and field services that it provides. Further, the Client acknowledges that ES regards this technical information as being its trade secrets. Client agrees not to use or disclose, directly or indirectly, any such trade secret to any person or organization, unless expressly authorized by ES.

9. References

The Client agrees that ES has authority to use the Client's name and general descriptions of the project work or service performed as references to other clients.

10. Dispute Resolution

All claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement shall be first submitted to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association before legal action is initiated by the other party.

11. Legal Action

All legal actions by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentation, breach of warranty, or failure to perform in accordance with the standard of care, however denominated, shall be barred five (5) years from the day after completion of ES's services or the time that the party knew or should have known of this claim, whichever is sooner.

12. Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

13. Severability

If any of the Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provision shall remain in full force and effect, and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

14. Survival

These conditions shall survive the completion of ES's services on this project and the termination of services for any cause.

15. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state of Ohio.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ENVIROSCIENCE, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5070 STOW ROAD

6 City, state, and ZIP code

STOW, OH 44224

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number										
3	4		-	1	6	0	3	5	0	5

Part II Certification

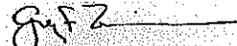
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Digitally signed by Gregory F. Zimmerman
DN: cn=Gregory F. Zimmerman,
o=EnviroScience, Inc., ou=Vice President,
email=gzimmerman@enviroscienceinc.com, c=US
Date: 2022.02.18 14:45:29 -0500

Date ▶ **2/18/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

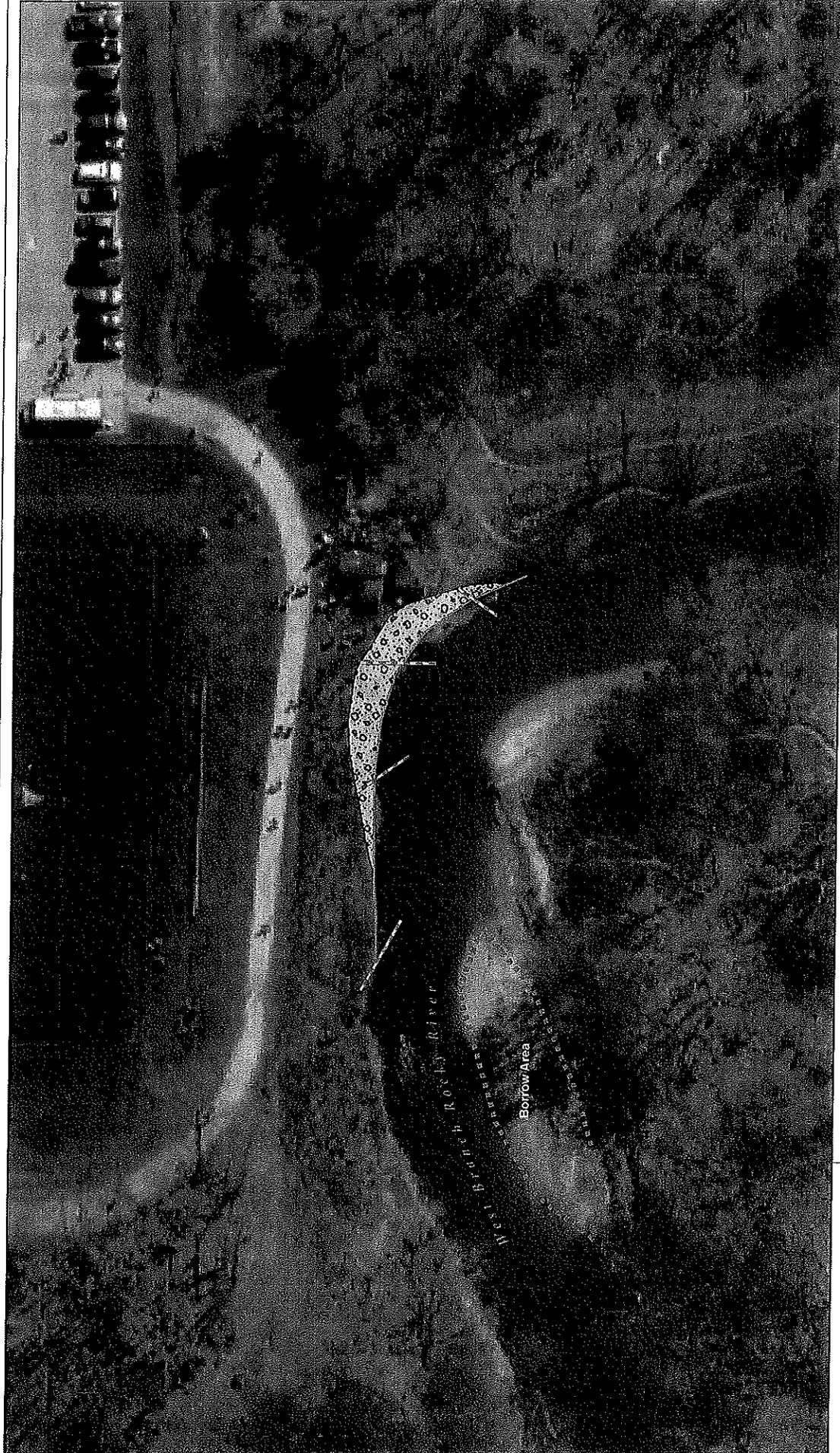
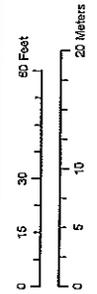


Figure 1.
 Huffman/Cunningham Fields
 Bank Stabilization Concept - Part A.

Benchway Wells
 Bank Stabilization
 Rock Infill



EnviroScience
 Excellence in Any Environment

Base map courtesy of Esri.

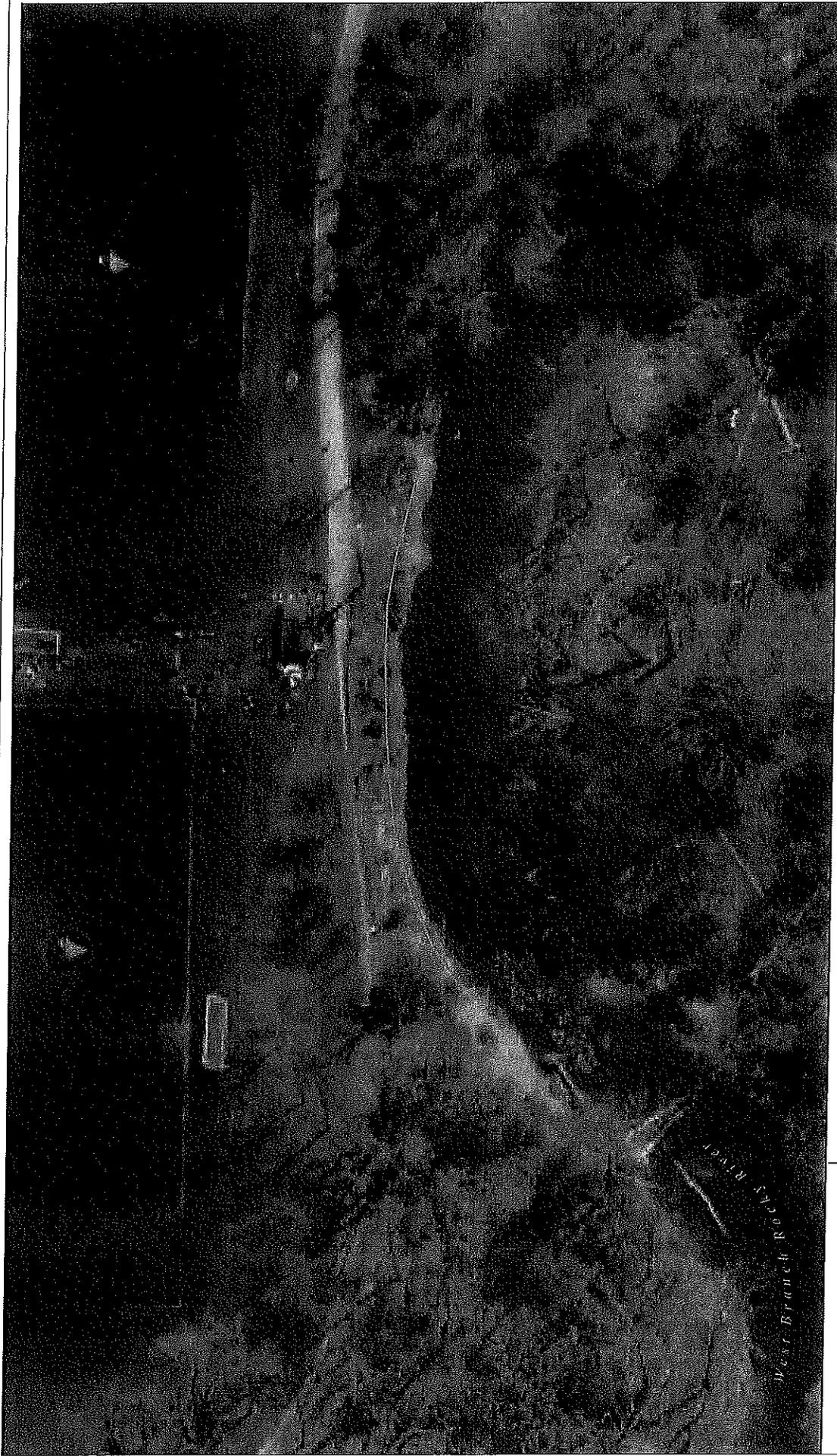
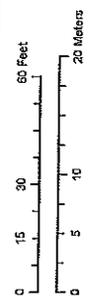


Figure 1.

Huffman/Cunningham Fields
Bank Stabilization Concept - Part B.

Bank Stabilization



REQUEST FOR COUNCIL ACTION

*OK
D. Jansen
12-7-2022*

No. RCA 22-275-12/12
Committee: Finance

FROM: Jansen Wehrley
DATE: December 7, 2022
SUBJECT: Accept Various Job Description Revisions and Department Reorganization

SUMMARY AND BACKGROUND:

Respectfully requesting Council approval to make the following changes to Sections 31.05 and 31.07 of the Salaries and Benefits Code:

1. Request to abolish the Recreation Center Director Position and the Recreation Center Finance Assistant Position.
2. Accept new job description for the Director of Parks, Recreation, Cemetery, and Forestry. Adding this position to 31.05 in the Parks and Recreation Department and Under the Recreation Center with an asterisk assuming dual responsibility and job description to 31.07.
3. Accept revised job description for the Recreation Center Superintendent. The Civil Service Commission has approved the Exceptional Appointment of Christy Moats to this classification due to her experience the last two years performing the duties of this classification along with her devoted service to the City for over 20 years.
4. Accept the revised job description for the Office Administrator.
5. Accept the new job description for the Part-Time Office Assistant (Position is vacant and in the Recreation Center Pay Grid, Group 5, but no job description exists)
6. Request to fill the Vacant FT Program Specialist position (vacant since 2019) after January 1, 2023. The Civil Service Commission has given approval to begin advertising when agreed upon and proceed by resume and oral board interviews.

Additionally, requesting to make changes to the direct reports on all job descriptions **under the Parks and Recreation Department** having REPORTS TO: **changed from Parks Director/Superintendent Parks, Cemetery and Forestry to Director of Parks, Recreation, Cemetery and Forestry** (Parks Foreman, Arborist, MEO, Sexton, Maintenance Technician)

And job descriptions **under the Recreation Center** having REPORTS TO: Recreation Center Director **changed to Director of Parks, Recreation, Cemetery and Forestry/ Rec Center Superintendent** (Aquatics Manager, Program Manager, Facility Supervisor, Office Administrator)

**Job descriptions pending approval of the Law Director.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES

Reason: Job duties are currently being performed by Staff.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

**THE CITY OF MEDINA
JOB DESCRIPTION**

TITLE: Director of Parks, Recreation, Cemetery and Forestry

REPORTS TO: Mayor

DEPARTMENT/DIVISION: Parks and Recreation

CIVIL SERVICES STATUS: Unclassified

JOB STATUS: Full-time

EXEMPT STATUS: Exempt

CLASSIFICATION FEATURES: As part of an evolving, fast-paced organization in a strong customer service environment, the individual in this classification is responsible for overseeing the operations for the Medina Community Recreation Center (MCRC) and responsible for park development and recommending future acquisitions and repairs to ensure that the necessary physical facilities are available for park and playground recreational needs. This employee administers a comprehensive City sports program involving local, independent associations for a variety of groups, ages and interest levels within the City. In addition, this employee is responsible for the efficient operation of the City's Cemetery and Forestry Department. This employee is appointed by the Mayor, confirmed by City Council and functions with wide latitude under the administrative direction of the Mayor.

ESSENTIAL JOB FUNCTIONS:

Serves as the main contact with Mayor and City Council regarding all matters relevant to the MCRC, Parks, Cemetery and Forestry.

Responsible for overseeing the maintenance, operation, and capital improvements for the MCRC, Parks, Cemetery, and Forestry Departments, including meeting with associated contractors to ensure completion and maintenance of planned improvements.

Develops methods to procure equipment and services for the MCRC, Parks, Cemetery and Forestry Departments.

Develops goals, objectives and operating plans for MCRC as a whole to ensure the successful attainment of the mission statement.

Represents City by working with Medina City Schools to implement policies and procedures including adherence and revisions to the Joint Operating Agreement of the MCRC.

Recommends the acquisition and directs the development of park amenities, including appropriate and functional structures and facilities to serve the widest recreational interests of the community.

Responsible for the operations management, maintenance of the Uptown Park, and coordination for preparing the set-up and clean-up of events held on the Square.

Administer a comprehensive maintenance, operations and capital improvement program to all public parks, trails, playgrounds, picnic shelters, athletic fields, swimming pool, splash pads, forestry and cemetery properties and buildings.

Approves all expenditures and introduces all Board of Control, Finance and Council Request for Action for the various departments.

Authorizes all refunds for memberships, programs, rentals, and all employee status forms.

Verifies payroll for all full-time, part-time, and seasonal employees.

Prepares and administers the Parks, Forestry, and Cemetery budgets.

Supervises and directs the work of all full-time, part-time and seasonal staff for the MCRC, Parks, Forestry and Cemetery Departments.

Conducts regular meetings with full-time staff of all departments to ensure effective communication and efficient operations.

Works directly with the City Arborist in planning, development, and implementation of various tree related projects.

Works directly with the engineering department regarding departmental projects, quotes, bids, specifications and project progress.

Works directly with City sports associations and Medina City Schools regarding field usage, scheduling, athletic field preparation, capital improvements, and meeting the requirements for facility use.

Works with the Civil Service Commission to ensure compliance with employee policies and procedures.

Interprets department programs through media releases, speeches to community groups and media appearances.

Interprets and enforces City and Department policies, procedures, rules and regulations.

Develops an athletic field maintenance schedule and application program.

Develops positive relationships with committees, boards and local organizations to promote the various departments.

Works with non-profit organizations on community projects

Maintains regular and consistent attendance.

Works closely with Service Director.

Responsible for overseeing the operation of the winter Senior Snow Plow Program and the Deer Management Plan.

Coordinates with the Mayor's office manager in many areas.

Performs or assists in more difficult or skilled tasks including training, demonstrations, in the absence of the Recreation Superintendent, Parks Foreman, City Arborist, or Cemetery Sexton, or in the event of an emergency.

Prepares or directs the preparation and compilation of reports and data as required.

Attends all meetings as required and reports on department progress and issues.

Able to perform the physical demands that include but are not limited to having the strength and agility to lift and maneuver heavy objects such as tools, supplies, equipment. Able to climb into or onto and operate vehicles and equipment; able to spend considerable time in a vehicle driving to job sites to check work progress. Have the strength and endurance to walk during long periods of time, along with the ability to spend time standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the day.

EDUCATION, TRAINING AND EXPERIENCE:

High school diploma and possession of a bachelor's degree preferably in parks and recreation administration, wildlife management, forestry, resource management or recreation and a working knowledge of park management practices. Advanced degree may be applied toward experience requirement.

At least five years of increasingly responsible professional recreation experience, including work in a private, public or military recreational delivery system.

Considerable experience within a park and recreation setting, experience with both passive and active recreation preferred.

Supervisory experience, excellent communications skills and the ability to manage multiple priorities required.

Certifications:

Ohio Parks & Recreation Association, Member

International Society of Arboriculture, Certified Arborist

National Swimming Pool Foundation Certified Pool and Spa Operator preferred

CPR & First Aid

License:

Valid driver's license issued by the State of Ohio and must remain insurable by the City of Medina's vehicle insurance plan. A valid State of Ohio Commercial Driver's License (Class A) is preferred.

Within one year of date of hire, must possess Category 8, 6A, and CORE Commercial Applicators License as issued by the Ohio Department of Agriculture for the purchase and use of pesticides, and renew when necessary.

QUALIFICATIONS:**Knowledge of:**

- Principles and methods of park and playground planning, development, and maintenance;
- Considerable knowledge in Urban Forestry and Arboricultural operations;
- Municipal recreation programs, including the principles of programming for all patrons from children to senior adults;
- Facility management, fiscal control, planning and development, public relations and marketing;
- Public recreation and its application at a local level.

Skilled in:

- Reading and writing reports, correspondence and instructions;
- Personal computer use;
- Overseeing various department functions such as program development, marketing and budgeting;
- Customer service;
- Operating a motor vehicle; and
- Communicating effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone.

Ability to:

- Develop and maintain effective working relationships with subordinates and to promote and maintain high morale and enthusiasm;
- Supervise experienced and inexperienced employees and volunteers;
- Operate motor vehicles safely;
- Provide administrative and professional leadership and direction to Department personnel;
- Cooperate with and interpret recreation philosophies to City officials, public and private groups and agencies and the general public; and
- Understand and follow oral and written instructions.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend part of each working day in the office and at recreation sites and facilities. The position includes a high incidence of interaction with fellow employees, sport associations and citizens.

WORKING CONDITIONS:

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

EQUIPMENT USED:

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

**THE CITY OF MEDINA
JOB DESCRIPTION**

TITLE: Recreation Center Superintendent

REPORTS TO: Director of Parks, Recreation, Cemetery and Forestry / Mayor

DEPARTMENT/DIVISION: Recreation

CIVIL SERVICES STATUS: Classified

JOB STATUS: Full-time

EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: As part of an evolving, fast-paced organization in a strong customer service environment, the individual in this classification is primarily responsible for overseeing the entire operations for the Medina Community Recreation Center (MCRC) including performing a variety of accounting, bookkeeping and payroll functions related to a municipal recreation department. The Recreation Center Superintendent functions with wide latitude under the administrative direction of the **Director of Recreation, Parks, Cemetery and Forestry**.

ESSENTIAL JOB FUNCTIONS:

Supervises and manages full-time, part-time, and seasonal staff for the MCRC and the Outdoor Pool.

Schedules full-time employees' office hours and Manager on Duty rotations.

Prepares and administers the budget for the MCRC for Department operations and administration. Including processing requisitions, invoices **and preparing bi-weekly payroll for all Recreation staff.**

Manages cash handling procedures, implements deposit reports, and processes payment plans. Provides Finance Department with daily reconciliations of internal financial reports.

Submits all necessary sales tax files, reports, and licenses to comply with state audit regulations.

Works with all managers to adhere to a fiscally responsible budget, including payroll management and purchasing decisions.

Prepare monthly reports and statistics for all areas, including expenditures, revenue projections and various forecasting, to submit to City Council, present to Rec Advisory Committee and any other committees as needed.

Researches new equipment purchases, updates for facility, and maintains facility equipment inventory.

Prepares a five-year plan for equipment replacement and capital improvements.

Works with Medina City Schools to implement policies, procedures and schedules as outlined by the Joint Operating Agreement.

Prepares Requests for Council Action, Finance Committee and Board of Control items, membership rate increases and other operational proposals.

Maintains and audits membership software system accounting processes and prepares annual audit documents.

Maintain employee information and files as they relate to payroll procedures.

Process credit card reconciliations through payment processing software system.

Processes and submits requisitions and invoices for MCRC and reviews invoices generated by MCRC for various contracts and events.

Oversees development and maintenance of training materials and manuals, such as Standard Operating Procedures, Policy and Operation Manuals and Employee Handbooks and maintains Emergency Action Plan.

~~Acts as the public records custodian for MCRC.~~

Manages, negotiates, and reviews contracts for third party use of facility areas.

Reviews invoices generated for Medina Hospital for rental of facility areas throughout duration of contract agreement.

Develops goals, objectives and operating plans for MCRC as a whole to ensure the successful attainment of membership objectives, safety concerns, and program development for the community.

Works directly with the Parks Department to coordinate community programs and events.

Interprets and enforces City and Department policies, procedures, rules and regulations.

Prepares proposals designed to improve operations, increase efficiency and provide quality facilities, services and programs to the Medina community.

Coordinates all marketing of MCRC and associated programs and services.

Maintains regular and consistent attendance.

Attends seminars, conferences, and workshops to gain knowledge to upgrade department programs and day-to-day operations.

Assists fellow employees as required and works closely with staff members to carrying out Department goals.

Able to perform the physical demands that include but are not limited to having the strength and endurance to walk during long periods of time, along with the ability to spend time standing, bending, stooping, crawling, squatting, lifting, kneeling, reaching throughout the day, along with being able to sit continuously at a computer terminal, desk or work station as needed.

EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED.

Bachelor's degree in accounting, finance, sports management, or recreation related field preferred. At least four (4) years of increasing responsibility in recreation experience required. Demonstrates increasing responsibility in management, professional accounting, or finance management.

License:

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

Certification:

Cardiopulmonary Resuscitation/AED

First Aid

National Swimming Pool Foundation Certified Pool and Spa Operator preferred

~~Food Safety Certification by the Ohio Department of Health preferred~~

QUALIFICATIONS:**Knowledge of:**

- Computers, programs and software associated with accounting principles including VIP Analytics finance software, membership software, payment processing and time clock management software systems.
- Accounting principles and practices to accurately and efficiently maintain necessary records.
- Facility operations including front desk, aquatics, fitness, programs, child care, custodial and maintenance, and risk management as well as personnel supervision, policy and program development;
- Municipal recreation programs, including the principles of programming for all patrons from children to senior adults;

Skilled in:

- Finance, organization and interpersonal communication.
- Overseeing various department functions such as program development, marketing, budgeting and customer service.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone;
- Compile and evaluate complex financial data and prepare related reports;
- Provide administrative and professional leadership and direction to Department personnel;
- Understand and follow complex oral and written instructions;
- Read and write reports, correspondence and instructions;
- Operate motor vehicles; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend part of each working day in the office and throughout MCRC. The position includes a high incidence of interaction with fellow employees and patrons.

WORKING CONDITIONS:

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

EQUIPMENT USED: computer, time clock, fax and copy machines, telephone, printers, radio, building alarms, and surveillance systems.

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

**THE CITY OF MEDINA
JOB DESCRIPTION**

TITLE: Office Administrator

REPORTS TO: Director of Parks, Recreation, Cemetery and Forestry/ Rec Center—~~Director Superintendent~~

DEPARTMENT/DIVISION: Recreation

CIVIL SERVICES STATUS: Classified

JOB STATUS: Full-time

EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: As part of an evolving, fast-paced organization in a strong customer service environment, the individual in this classification is primarily responsible for ~~front desk operations marketing, community relations, membership retention~~ and office management, including direct supervision of ~~clerical and marketing~~ personnel. The individual in this classification must demonstrate a continuous effort to improve ~~front desk facility~~ operations and work cooperatively and jointly to provide quality customer service. The individual in this position is under the general supervision of the ~~Center Director. Superintendent~~

ESSENTIAL JOB FUNCTIONS:

~~Manages part time guest services staffing, which includes hiring, training, scheduling, supervising and evaluating front desk staff and main office support staff.~~

~~Oversees and manages all front desk operations including, but not limited to,~~ Assists with membership sales, daily pass sales, program registration, ~~check in procedures, Rascal Room appointment log,~~ rental inquires, facility bookings, and comment and suggestion reports.

Oversees Marketing Coordinator and develops annual plan, budget and timelines for advertising.

Responsible for all website and social media updates.

Reviews, approves and invoices facility rental requests including appropriate facility use and staffing coverage.

Assists with finance and payroll duties in absence of Superintendent, including daily cash balancing and deposits.

Coordinates and implements community wide wellness programming and serves as main contact for partnership contracts and budgets.

Oversees and promotes corporate membership sales and sales to community businesses.

Coordinates and implements membership renewal plans **and monthly renewal email reminders**, as well as **develops automated renewals for any memberships that qualify.**

~~Oversees maintenance~~ **Assists with** all guest service databases, including call logs and patron comment and suggestion reports.

Oversees maintenance of **public** records and personnel files for all Medina Community Recreation Center (MCRC) employees **and is public records custodian for MCRC.**

Oversees maintenance of drug test screening for all potential employees of the MCRC. ~~and the Parks and Recreation Departments.~~

~~Prepares and manages staffing budget for front desk and office personnel.~~

Assists the ~~Center Director~~ **Superintendent** with budget preparation and implementation of areas of responsibility.

Prepares monthly reports and statistics for facility access and memberships including budget updates and revenue projections.

~~Prepares, reviews and manages guest services, budget and bi-weekly staffing payroll.~~

Interprets and enforces City and Department policies, procedures, rules and regulations.

Reports details of day-to-day ~~front desk operations~~ **marketing and areas of responsibility** to ~~Center Director~~ **Superintendent**

~~Performs maintenance~~ Serves as **Site Administrator or IT liaison** of MCRC computers, server, networks, **timeclock** and **CLASS membership** software and troubleshoots computer and application problems and upgrades.

Purchases and maintains inventory for ~~front desk sales.~~ **office supplies, copiers and paper.**

Maintains regular and consistent attendance.

Assists with developing and preparing various forms to use for ~~front desk~~ **facility** operations.

Assists fellow employees as required and works closely with fellow staff members and the community in carrying out department goals.

Attends seminars, conferences and workshops to gain knowledge to further upgrade Department programs and day-to-day operations.

Able to perform the physical demands that include but are not limited to having the strength and endurance to walk during long periods of time, along with the ability to spend time standing, bending, stooping, crawling, squatting, lifting, kneeling, reaching throughout the day.

EDUCATION, TRAINING AND EXPERIENCE:

High school diploma with at least three (3) to five (5) years of increasing responsibility in secretarial or office administration experience preferably in a recreation environment. Experience may include work in private, public or military recreation delivery system. Degree may be applied toward the experience requirement.

License:

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

Certification:

Cardiopulmonary Resuscitation/ AED
First Aid

QUALIFICATIONS:**Skilled in:**

- **Personal computer use; Computers, programs and membership software, including but not limited to Microsoft Office, Excel, and Word.**
- Guest services and customer relations;
- Personnel supervision, planning and organization;
- Public relations and marketing; and
- Administrative, organizational and internal and external communication skills.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Understand and follow complex oral and written instructions;
- Read and write reports, correspondence and instructions;
- Operate motor vehicles safely;
- Learn **CLASS** Membership Software computerized system;
- Develop and maintain effective working relations with colleagues and the community;
- Provide administrative and professional leadership and direction to Department personnel; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend part of each working day in the office and throughout the Recreation Center **and Medina City Parks**. The position includes a high incidence of interaction with fellow employees and patrons.

WORKING CONDITIONS:

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

EQUIPMENT USED:

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

TITLE: Rec Center Office Assistant

REPORTS TO: Superintendent

DEPARTMENT/DIVISION: Recreation

CIVIL SERVICES STATUS: Unclassified

JOB STATUS: Part-time

EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: Under the direction of the Superintendent, the Rec Center Office Assistant will be responsible for a variety of support functions including but not limited to receptionist, finance, front desk, rentals, community events and programs.

ESSENTIAL JOB FUNCTIONS:

Answers, screens and forwards calls to the appropriate rec center staff.

Answers general information inquiries concerning the rec center.

Participates in training to obtain thorough knowledge of the membership software program.

Assists with front desk operations, events and outdoor pool, as needed.

Assists with Facility Monitor duties (opening/closing the building), as needed.

Provides rental information, rules and guidelines to patrons, businesses and organizations.

Assists with fiscal management procedures (ex: daily cash balancing) and other general financial tasks.

Assists with payment plans, membership refunds and processing third party payments.

Assists with new employee paperwork and processes.

Performs clerical tasks as assigned.

Attends all mandatory staff meetings and training sessions.

Able to perform the physical demands including but are not limited to being able to sit continuously at a computer terminal, desk or work station along with being able to lift and move MCRC equipment and objects, and have the strength and agility to walk, stand, bend, stoop, crawl, squat, kneel and reach for long periods throughout the work day.

EDUCATION, TRAINING AND EXPERIENCE:

Considerable experience in performing clerical work of a progressively responsible nature.

High school diploma or GED required. Prefer graduation from a college or university with coursework in business administration, business practices, public administration, computer operations or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

Certifications:

First Aid

Cardiopulmonary Resuscitation/ AED

License:

Valid driver's license issued by the State of Ohio.

QUALIFICATIONS:

Knowledge of (not required at time of hire):

- MCRC policies and procedures as they relate to patrons;
- Membership sales, programs and facility access;
- Rental booking prices and procedure;
- Rec center fiscal procedures;
- Membership software in regard to selling memberships and program registration;
- Fitness and wellness concepts;
- Facility policies; and
- Emergency procedures of the Medina Community Recreation Center.

Skilled in:

- Customer service;
- Handling sales transactions;
- Basic arithmetic; and
- Personal computer use and knowledge of Microsoft Office and

Ability to:

- Work independently with minimal instruction;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public on the telephone or in person;
- Remain organized and maintain proper records;
- Understand and follow complex oral and written instructions;

- Maintain a balanced cash drawer;
- Work with others in a dynamic customer service oriented environment;
- Interact with the public in a professional, courteous and informative manner;
- Report to work on time and in the proper uniform; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

ENVIRONMENTAL ELEMENTS:

This position works indoors and outdoors in locations including but not limited to the rec center, City parks, Municipal pool, etc.

WORKING CONDITIONS:

This position is required to work outside normal business hours including early mornings, weekends, evenings, and holidays.

EQUIPMENT USED:

Computer, calculator, copier, fax machine and other office equipment.

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

REQUEST FOR COUNCIL ACTION

No. RCA 22-276-12/12

Committee

Finance

From: **POLICE DEPARTMENT**
Chief Edward R. Kinney

Mayor's Initials:

E.R.K. 12/7/22

Guidelines: See information on back of form

*of
Hawwell
12-7-2022*

Date: December 7, 2022

Subject: Civil Service Rules and Regulations Change Regarding Lateral Entry of Patrol Officers

Summary and Background

The Medina Police Department and Civil Service Commission are requesting the addition of a Lateral Entry Hiring program to the Civil Service Rules. The Medina Police Department would like to streamline the process for the hiring of officers who are currently certified Ohio police officers with 1 year of full-time service. The Lateral Entry certified list will be separate from the new appointment certified list. The attached document defines the process and requirements of the program. Mr. Huber and outside counsel have reviewed and approved the changes. On November 7, 2022, the Civil Service Commission voted to approve the changes as outlined in the attachment.

Estimated Cost: N/A

Suggested Funding: N/A

Sufficient Funds in Account No:

Transfer Needed From: To:

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No **Yes** If yes, reason: *yes, to fill positions as soon as possible*

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

To: Lauren Wilson, Secretary, Medina Civil Service Commission; and Commission Members

cc: Mayor Dennis Hanwell; Chief of Police Edward Kinney; and Law Director Gregory Huber

From: R. Todd Hunt, Esq.

Re: Proposed Draft Police Lateral Transfer Civil Service Rules and Regulations

Date: December 2, 2022

(Note: Proposed new rules are in **boldface** and *italics* in this memorandum.)

RULE V
APPLICATION FOR EXAMINATION

(A) Notice of Examination

1. Entrance Examination

The Commission shall give reasonable notice of time, place, and general scope of every competitive examination to a position in the civil service. Notice may be given through the local newspapers, bulletin boards, local cable, the City's Internet website, and/or any other means necessary to obtain qualified applicants in a timely manner.

2. Promotional Examination

Notice of competitive promotional examinations to be held shall be given by posting of the announcement of examination in conspicuous places in the departments whose employees may be interested, and may be by individual communications to the employees eligible for such promotion.

3. ***Lateral Transfer Patrol Officer Examination***

Notice of competitive Patrol Officer lateral transfer appointment examinations to be held shall be given by posting of the announcement of examination in conspicuous places in the City Police Department and shall be given through the local newspapers, bulletin boards, local cable television channel, the City's Internet website, and/or any other means necessary to obtain qualified applicants in a timely manner.

(B) Minimum Qualifications

The Commission shall establish and publish minimum entrance qualifications for each examination, which shall be included in the official announcement of each examination. Minimum entrance qualifications may include, among other things, the following:

1. Applicant's Age

Before publication of announcements of each examination, the Commission shall determine age requirements for entrance to such examination. After the publication of the examination announcement, no change in age requirements shall be made except by the Commission, which shall then publish a new announcement of examination. No modification of the age requirements as set forth in the published notice shall be made in the cases of individual applicants. Age restrictions for appointment shall also be stated in the announcement of examination. Two such restrictions are listed below:

- a. Only persons who have reached the age of twenty-one (21) years shall be eligible to receive an original appointment as Police Patrol Officer.
- b. Only persons who have reached the age of eighteen (18) years shall be eligible to receive an original appointment as a Firefighter in the Fire Department.
- c. ***Only persons who have reached the age of twenty-one (21) years and less than forty-one (41) years of age shall be eligible to receive an appointment as a lateral transfer Police Patrol Officer.***

2. Experience and Education

The Commission may establish experience and educational requirements where they are necessary to performance of a specific job or professional position.

Lateral transfer Patrol Officers must be currently employed with a minimum of one (1) year of full-time peace officer experience, or previously employed within the last twelve (12) months as a full-time peace officer, with an Ohio State Certified Law Enforcement Agency in a jurisdiction in the State of Ohio, including having completed the probationary period at that employment. For purposes of this rule, "peace officer" shall be as defined in Ohio Revised Code 109.71 (A).

3. License or Certification

Wherever a license or certification is required by law to perform the duties of a classification, the applicant shall present such license or certificate or a certified copy at the time of filing application for entrance to an examination for such classification.

Lateral transfer Patrol Officers must be certified by the Ohio Peace Officer Training Academy ("OPOTA") or present to the Commission an OPOTA letter of training equivalency.

(C) Applications

Applications for admission to any examination shall be made upon application forms approved by the Commission. All applications shall be legibly printed or written, and applicants shall state under oath or affirmation all pertinent facts on the following subjects:

1. Name, address, and, if requested, date of birth
2. Service in the uniformed services, as defined in Rule VI(K)
3. Skills
4. Previous employment
5. Education, if requested
6. Other information affecting the qualification of the applicant for admission to the examination as required by the Commission

(D) Filing of Application

Unless otherwise permitted, all applications must be filled out at the Civil Service office in Medina, Ohio. Applications will be accepted only if received before the time fixed in the announcement of examination as the last date and time for filing; however, the time for filing may be extended if the Commission determines that there is just and sufficient cause.

(E) Rejection of Applicants

All applications shall be reviewed by an authorized representative of the Commission. Applications may be rejected for any of the following reasons:

1. That the applicant has not met the qualifications specified on the announcement by the date of the examination.
2. That the applicant has intentionally made any false statement on the application.
3. That the applicant is not within the prescribed age limits.

4. That the applicant does not meet the physical requirements of the position.
5. That the applicant has been convicted of a crime or has been guilty of disgraceful conduct or has been dismissed from employment for flagrant delinquency or misconduct.
6. That the applicant was previously in the classified service or the unclassified service and was removed for cause or did not resign in good standing.
7. That the applicant is applying for a classified position in the Division of Police and is not a United States citizen or has not legally declared the intention of becoming a United States citizen. The applicant must, however, be a United States citizen in the event the applicant is appointed to a classified position in the Division of Police.

In addition, applications may be rejected for any just or reasonable cause that is job-related, and not discriminatory, as determined by the Commission.

Upon rejecting any application, the Commission shall promptly notify the applicant of the reason for the rejection by certified mail (return receipt requested) or personal delivery or Fed-Ex (with signature requested) or substantially, similar, commercial mailing system. The applicant may, within seven (7) calendar days after issuance of the notice, file a written complaint against such rejection. The Commission will not hear complaints that contest the qualifications established by the Commission. If a complaint from a rejection is pending at the time an examination is scheduled to be held, the applicant shall be allowed to take the examination pending decision in such inquiry. If the Commission finds the rejection justified, the examination paper shall not be graded.

(F) Accommodation

The examination announcement will advise potential applicants as to the procedures by which a potential applicant may request reasonable accommodation in order to participate in the application process and/or examination process.

RULE VI
EXAMINATIONS

Examinations may be held where the Commission deems advisable and shall be administered under the direction of the Commission or its contracted provider.

(A) Character of Examinations

Examinations shall be practical and impartial and shall relate to those matters that will fairly test the relative capacity of the persons examined to perform the duties of the position.

(B) Types and Methods of Examination

The Commission shall determine and state in the announcement of each examination whether it will be competitive or noncompetitive, entrance or promotional, assembled or unassembled, or any combination.

(C) Parts of Examination

The Commission shall determine for each examination the parts or subjects into which it shall be divided and the weight to be assigned to each part. The parts that shall be recognized may include: written tests, oral tests, performance tests, evaluation of education and experience, evaluation of attendance, performance and conduct, physical examinations, medical examinations, and other such tests as the Commission deems appropriate.

1. Written tests may be either objective or essay type, as appropriate to demonstrate the knowledge, skills, or abilities required in the position and to indicate the applicant's general qualifications.
2. Oral tests shall consist of an interview between the applicant and the designated examiner(s) to measure the applicant's suitability for the position as to such job-related factors as may be examined in that manner.
3. Performance tests and assessment center tests shall include such tests of ability and skill as will determine the applicant's competence to perform the duties of the position.
4. The Commission shall evaluate the applicant's education and experience from the statements contained in the application and from such other sources as may be required.
5. Physical ability tests, drug tests, medical examinations, and psychological evaluations, as appropriate, may be given before admission to the examination, before being placed on the appropriate eligible list, before certification for

appointment, after certification and interview but before appointment, or after conditional appointment subject to successful completion of such test(s). Failure to satisfactorily meet appropriate standards in any such examination shall cause the rejection of an applicant without regard to the grade(s) attained on other parts of the examination. Any such test required shall be done at no expense to the applicant.

A person shall be eligible to receive an original appointment as a Police Patrol Officer or Firefighter *or shall be eligible to receive a lateral transfer appointment as a Police Patrol Officer* only if the person has passed a medical examination, given by a licensed physician not more than one hundred twenty (120) calendar days before the date of appointment, which shows that the applicant meets the requirements necessary to perform the duties of the position; however, inquiry regarding the results of any such examination shall be conducted at the time and manner permitted by law.

Physical examinations may include tests of bodily condition, muscular strength, ability, and physical fitness to perform the work of the position.

Applicants for lateral transfer appointment will be required to pass the Medina Police Department physical agility test which will be proctored by a team of Medina Police Officers.

(D) Scheduling Examinations

The Commission shall determine the time and place of examinations. The Commission shall cause an examination to be scheduled before an eligible list has expired or has been exhausted, or when a new position has been created for which there is no eligible list.

(E) Admitting Applicants to Examination

No applicant shall be admitted to any assembled examination after the advertised time for beginning such examination, or after any applicant competing in any such examination has completed the examination and left the examination room, except by special permission of the person in charge, who shall have discretion to admit the applicant conditionally, subject to the Commission's final approval or disapproval of such admission.

No applicant in any examination shall be given a longer time on any subject than prescribed by the Commission when examination questions are approved.

(F) Identity of Examinee Concealed

The identity of all persons taking competitive assembled examinations shall be concealed by the use of an identification number, which shall be used on all examination papers. This number shall be used from the beginning of the examination until the papers are rated. Any papers bearing the applicant's name or any other identification mark may be rejected and the candidate so notified.

(G) Frauds in Examinations

Frauds in examinations are prohibited and shall result in automatic disqualification. No person shall:

1. Willfully or corruptly or in cooperation with one or more persons deceive or obstruct any person in respect to the exercise of any right or privilege of examination, appointment, or employment under the civil service law and rules and regulations;
2. Willfully or corruptly falsely mark, grade, estimate, or report upon the examination or proper standing of any person examined, registered, or certified under the provisions of the civil service law, or aid in so doing;
3. Willfully or corruptly furnish to any person any special or secret information to either improve or injure the prospects or chances of any person so examined, registered, or certified, or to be appointed, employed, or promoted;
4. Willfully or corruptly make any false representation concerning the results of such examinations or concerning any person examined;
5. Willfully impersonate any other person, or permit or aid in any manner any other person to impersonate the applicant in connection with any examination, registration, appointment, application, or request to be examined, registered, or appointed;
6. Furnish any false information about the applicant, or any other person in connection with any examination, registration, appointment, application, or request to be examined, registered, or appointed;
7. Make known or assist in making known to any applicant for examination any question to be asked on such examination.

No applicant shall assist any other applicant during the taking of an examination; nor shall any applicant personally or through another person solicit favor from any member of the Commission, its staff, or an appointing officer. Any applicant in any examination found to be using any means of information other than that provided in the examination itself, such as memoranda, pamphlets, or books to assist in answering the questions shall have the examination papers taken up and filed with a zero marking when the circumstances justify such action.

Protests regarding the conduct of the examiners, the securing of unlawful assistance by a competitor, or other circumstances in connection with an examination as would call for an investigation by the Civil Service Commission may be submitted to the Commission, the Commission secretary, or any other person designated by the Commission. All

protests must be submitted in writing unless circumstances require that the information submitted be given in confidence; however, the confidentiality of such information cannot be guaranteed.

(H) Visitors at Examination

No visitors shall be admitted to the examination room during any examination except by special permission of the test administrator.

(I) Postponement and Cancellation

The Commission may postpone or cancel any examination because of an inadequate number of applicants or for any other just and sufficient cause. The Commission may alter the qualifications for admission to a postponed examination to secure an adequate number of applicants; however, these alterations shall be adequately publicized. Notice shall be given to all applicants when an examination is postponed or canceled and such additional announcements and publications as needed shall be issued to notify the public.

(J) Method of Grading

The total grade attainable in each examination, except for special credits, shall be one hundred (100). In examinations composed of more than one part, the method of scoring shall be:

1. Each part of the examination shall be separately rated and the proficiency of each competitor determined on the basis of a scale of one hundred (100) for maximum possible attainment.
2. Each part shall be assigned a weight based on the relative value of the part to that of the entire examination.
3. The earned grade of each examinee in each part of the examination shall be multiplied by the weight assigned to the part and the sum of the totals shall be the earned grade for the participant.
4. In addition to the Military ("Uniformed") Service credit provided for in these Rules, the Commission shall have the authority and the discretion with respect to examinations, other than promotional and noncompetitive examinations, to award additional credit points to an applicant's earned passing grade on an examination ("Additional" credit points). The total credit points to be awarded to one applicant, including Military ("Uniformed") Service credit points, shall not exceed ten (10) credit points. Additional credit points, if provided for by the Commission, shall be for educational or work-related experience that the Commission in its sole discretion determines to be related to the position which is the subject of the examination. The criteria for Additional credit points and the procedure for

applying for these credit points shall be clearly established by motion of the Commission and set forth in the publicized examination notice. The required proof of eligibility to be awarded Additional credit points, in the event the applicant achieves a passing grade on the examination, shall be established by a date and time prior to the commencement of the examination.

(K) Credit for Military ("Uniformed") Service

Any person who has completed service in the uniformed services and who has been honorably discharged from the uniformed services or transferred to the reserve with evidence of satisfactory service may file with the Commission a certificate of service or honorable discharge, and, upon this filing, the person shall receive an additional five (5) points credit, to be added to the applicant's earned passing grade resulting from the examination.

Requests for additional credit for uniformed service shall be filed with the Commission, along with the application preferably, but in no event later than the day of the examination. Credit for uniformed service will not be given if the request for such credit is received by the Commission after an eligible list for any examination has been established.

This credit shall not apply to any promotional or noncompetitive examination. When holding a combined open competitive and promotional examination for Chief of Police, no credit for uniformed service will be given to any applicant, either applicants currently in the City service or applicants outside the City service.

As used in these Rules, "service in the uniformed services" and "uniformed services" have the same meaning as the "Uniformed Services Employment and Reemployment Rights Act of 1994,..." 38 U.S.C.A. 4303" which meaning shall be:

The Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or a full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in the time of war or national emergency.

(L) Examination Papers

No grades given in any examination shall be changed after the posting of an eligible list, except that the Commission may correct clerical errors at any time before the expiration of such lists. An applicant, upon request to the Commission, may be permitted to inspect the applicant's own examination papers and the markings thereof at any time within sixty (60) calendar days after such eligible list is posted, except examinations wherein the test developer will not allow the key to be published or retained. No note-taking, video reproduction, recording, or other form of reproduction will be permitted during such inspection.

(M) Method of Filling Promotional Vacancies

Vacancies in authorized positions above the lowest classifications in the classified service shall be filled, as far as practicable, by promotions. (Promotional ranks within the Police Department shall be filled in compliance with Section P of this Rule). The Commission shall determine in each case whether or not it is practicable to fill a vacancy by promotion, and from what classification or classifications such promotion shall be made and the type of examination to be used for the promotion. The type of examination may include written, oral, performance, or assessment center tests.

Eligibility for a promotional examination shall be limited to permanent employees who have satisfactorily completed their probationary period in a lower class.

Whenever there are three or more persons in a proper lower class eligible and willing to compete for a vacancy in a higher position, the Commission may, if it deems a satisfactory appointee can be obtained in this manner, hold a promotional examination open only to persons in that class/classes, in which case the names of the three persons having the highest passing ratings shall be certified to the appointing authority. If a promotional examination is not held and/or there are fewer than three persons eligible and willing to compete, the Commission may:

1. Hold an open competitive examination to fill the vacancy.
2. Hold a combined open competitive and promotional examination to fill the vacancy.
3. Permit the appointing authority to nominate one of such eligible persons for promotion without competition as an exceptional appointment, but in all cases of promotion without competition, the appointing authority shall submit a written statement showing that the duties performed by the person nominated are a natural preparation for the higher position, and that such person is entitled to promotion by reason of length of experience and effective performance.
4. Permit the appointing authority to underfill by provisionally appointing to the position an employee who has less than the minimum qualifications for the position. During the probationary period, which shall be three (3) months, the appointing authority shall designate training for the position. If the employee proves unsatisfactory during the probationary period in the sole discretion of the appointing authority, the employee may be reduced to the former rank.

(N) Grading of Promotional Examinations

Promotional examinations shall be graded in accordance with Section (J) of this Rule. Promotional applicants who receive a passing grade shall be granted additional credit points for seniority, which shall determine the final score. No additional credit shall be given for Efficiency Points or efficiency. The maximum number of additional credit points available shall be ten (10) percent of the maximum examination test score.

Seniority credit shall be given based on continuous service with the City as follows: one point is added for each of the first four years of an applicant's service and six-tenths of a point is added for each year of service for the next ten years of service. No credit is given for any years of service beyond fourteen years. For any half year of service, half of the foregoing credit shall be given. For purposes of the subsection (N), "continuous service" shall mean uninterrupted service with the City of Medina at the time of scoring of the examination, except for interruptions of continuous service caused by mandatory service in the "uniformed services" as defined in Rule VI(K). In promotional examinations for sworn officers of the Medina Police Department, credit for seniority shall be based only on continuous service in the Medina Police Department as a full-time sworn officer. Any applicant taking an examination for the position of Chief of Police shall not be given seniority points.

Efficiency Points or efficiency ratings will not be considered when determining the final scores on examinations for the positions of Chief of Police or Chief of Fire.

When a tie exists after calculation of the final score, including seniority credit, then seniority in the classification from which the promotion is sought shall determine the order of the scores. If a tie still exists, then seniority in the department shall determine the order of the scores. Seniority used to break ties shall be total service in the department, not continuous.

(O) Grading of Combined Open Competitive and Promotional Examinations

When the Commission holds a combined examination, promotional applicants who receive passing grades shall be ranked on the eligible list ahead of the open competitive applicants regardless of final passing grade. Open competitive applicants who have received passing grades shall receive uniformed service credit in addition to the test score in accordance with Section (K) of this Rule. Promotional applicants who have received passing grades shall be granted additional credit points for seniority in accordance with Section (N) of this Rule.

(P) Police Promotions

Vacancies in positions above the rank of Patrol Officer and below the rank of Chief shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No person shall be appointed to such position without having first completed a competitive promotional examination and serving at least two years in the Medina Police Department in the next lower rank (service for the purpose of this section shall mean cumulative, as opposed to continuous, service). If there are fewer than two

persons holding positions in the next lower rank than the position to be filled who are eligible and willing to compete, the Commission shall allow persons holding positions in the next lower rank who are eligible and willing to compete to take the promotional examination. Promotional tests may include oral components as well as written. No additional credit shall be given on a promotional examination in the Police Department for Efficiency Points or efficiency.

Pursuant to the Medina Charter, promotional appointments in the Police Department shall be made in accordance with the provisions of Ohio Revised Code Sec. 124.44 except as follows:

1. The Civil Service Commission shall certify to the appointing authority the names of the three persons on the eligible list having the highest passing rating. The appointing authority shall fill such position by appointment of one of the three persons certified.
2. In the case of a vacancy in the position of Chief, the appointing authority may admit two additional candidates to the examination provided those candidates possess the job-related qualifications specified by the Commission.

(Q) Fire Service Promotion

Pursuant to the Medina Charter, promotional appointments in the Fire Department shall be made in accordance with the provisions of Ohio Revised Code Sec. 124.45 except as follows:

1. The Civil Service Commission shall certify to the appointing authority the names of the three persons on the eligible list having the highest passing rating. The appointing authority shall fill such position by appointment of one of the three persons certified.
2. In the case of a vacancy in the position of Chief of the Fire Department, the appointing authority may admit two additional candidates to the examination provided those candidates possess the job-related qualifications specified by the Commission.

No additional credit shall be given on a promotional examination in the Fire Department for Efficiency Points or efficiency.

(R) Police Lateral Transfer Hires

Experienced peace officers from other jurisdictions who have obtained and maintained Basic Ohio Peace Officer Certification may be eligible for lateral transfer appointment as a Patrol Officer. Applicants appointed as lateral transfer hires shall only be appointed to the rank of Patrol Officer. Police Lateral Transfer candidates shall be entitled to the Credit for Military ("Uniformed") Service to be added to their examination score as

provided for in part K of this Rule and any other credits to their examination scores as established by the Commission pursuant to this Rule VI.

RULE VII
ELIGIBLE LISTS

(A) Posting of Lists

From the results of each competitive examination, the Commission shall prepare and keep open to public inspection a list of the persons whose grade in any examination meets or exceeds the established passing grade and who are otherwise eligible. Such persons shall take rank upon the eligible list in the order of their respective grades. An eligible list for a noncompetitive examination will consist of an alphabetical listing of qualified applicants.

The eligible list for lateral transfer Police Patrol Officers shall be kept separately from the eligible list for original appointment Police Patrol Officers. The Commission shall have the sole discretion to determine the duration of any eligible list for lateral transfer Police Patrol Officer and may provide for a continuing eligible list with no expiration date and with eligible candidates being placed on the eligible list according to their test scores and credit points that are established at any time.

(B) Duration of Lists

Eligible lists created by the Commission shall remain in force not longer than one (1) year; however, the Commission may, at its discretion, extend the eligible list for a total period not to exceed two (2) years or may abolish any list that has been in force for more than six (6) months and hold a new examination whenever, in its judgment, the interest of the public service so requires. No name shall remain on a list longer than two (2) years.

All persons whose names appear on an existing list that is to be abolished before the regular expiration date shall be notified and given an opportunity to compete in the new examination process.

Eligible lists resulting from unassembled examinations shall remain in effect for one (1) year from date of examination and, insofar as possible, notification of the expiration date will be sent to those persons being removed from the list.

(C) Breaking Tied Grades

In the event two (2) or more applicants receive the same grade on an open competitive examination, priority in the time of filing the application with the Commission shall determine the order in which their names shall be placed on the eligible list; applicants eligible for uniformed service credit shall receive priority in rank on the eligible list over non-veterans on the list with a rating equal to that of the veteran. Ties among applicants receiving military service credit shall be decided by which application was filed earlier

with the Commission. (See Section (N) of Rule VI for breaking tied grades on promotional examinations.)

(D) Transfer

At the discretion of the Commission, any eligible may at any time, by written request, be transferred to the eligible list for a lower class in the same series requiring qualifications of the same general character, ranked according to the eligible's original grade.

(E) Change of Address

Each person on an eligible list shall file with the Commission a written notice of any change of address, and failure to do so may be considered sufficient reason for not certifying the eligible's name to the appointing authorities for consideration for appointment.

(F) Investigation and Disqualification of Eligibles

Upon the establishment of an eligible list, and except as otherwise prohibited by law, the Commission may conduct or authorize an investigation as to whether the eligibles possess the necessary standards of fitness, physical attributes, mental soundness, or other qualifications required to perform the duties and responsibilities of the position sought. The eligibles may be investigated before certification.

The investigation may include physical fitness examination, medical examination, psychological and/or psychiatric examination, polygraph examination, background investigation, personal interview, drug testing, or any other method necessary to ascertain the applicant's qualifications and abilities, as determined by the Commission.

If an eligible is found during the investigation to be unqualified or unsuitable for the position, the Commission shall remove the person's name from the eligible list. If the Commission removes a name from an eligible list, the person shall be promptly notified by certified mail (return receipt requested) or personal service or Fed-Ex (with signature requested) or substantially, similar, commercial mailing system of the removal and advised that an appeal may be filed within seven (7) calendar days after issuance of the notice; however, no appeal may be made for reinstatement to an eligible list that has expired or been revoked.

The Commission may reinstate the person to the eligible list upon a showing of just cause. The Commission may dismiss the appeal if the person does not appear at the scheduled hearing. If testimony is heard concerning the appeal, the Commission shall have the witnesses placed under oath or affirmation of truthfulness, shall permit cross-examination, and shall announce its conclusions of fact.

Where the Commission is unable for practical or legal reasons to conduct examinations to determine whether applicants have medical or psychiatric conditions that would prevent satisfactory performance of all essential functions of the position; the Commission's certification of an eligible shall not signify that the person meets all requirements for the position relating to physical and psychological abilities.

(G) Revocation of List

An eligible list may be revoked and another examination ordered when the Commission deems revocation to be advisable for reasons of errors, fraud, or obviously inappropriate standards prescribed in connection with any examination. All eligible applicants in the first examination shall be notified and shall be eligible to participate in the rescheduled examination without filing a separate application; however, if the eligible list has been in place for six (6) months or longer before being revoked, all applicants shall pay the required filing fee. The revocation of any list and the reasons therefore shall be entered in the minutes of the Commission, and any person on the list at the time of revocation shall be so notified by mail.

RULE VIII
APPOINTMENTS

Permanent appointments to all positions in the classified service that are not filled by promotion, transfer, or reduction shall be made from those persons whose names are certified to the appointing authority in accordance with the Civil Service Laws of the City and the Rules of the Commission.

(A) Number of Names to Be Certified; Appointment from Other Appropriate Lists

1. The appointing authority of the department in which the position in the classified service is to be filled shall notify the Commission of the fact, and, except as set forth below, the Commission shall certify to the appointing authority the names and addresses of the five (5) candidates standing highest on the eligible list for the class or grade to which the position is classified. In the event that an eligible list becomes exhausted through inadvertence or otherwise, and until a new list can be created or when no eligible list for such position exists, names may be certified from eligible lists that the Commission determines appropriate for the group or class in which the position to be filled is classified.
2. In cases where there are fewer than five (5) names on an eligible list appropriate for certification to any vacancy, such names shall be certified, and the appointing authority may make selection from such certification or may reject the certification of fewer than five (5) names.
3. The number of names to be certified shall be determined in the following manner:
 - a. For 1 through 4 vacancies, add 4 names to the number of vacancies.
 - b. For 5 through 8 vacancies, add 8 names to the number of vacancies.
 - c. For 9 through 12 vacancies, add 12 names to the number of vacancies.
 - d. For 13 through 16 vacancies, add 16 names to the number of vacancies.
4. Notwithstanding these provisions, the Commission shall certify the names of the highest ten (10) eligible candidates for a position as Patrol Officer.

The appointing authority shall have the option to hire from either the certified eligible list for original appointment Patrol Officers or the certified eligible list for lateral transfer Patrol Officers. In the event there is no eligible list in effect for original appointment Patrol Officer, the Commission shall not be required to certify an eligible list for lateral transfer Patrol Officer to the appointing authority unless requested to do so by the appointing authority.

If the Director of Public Safety seeks to fill more than one Patrol Officer position, the Commission shall certify sufficient names to allow each appointment to be selected from

a group of ten (10) eligibles. (For example, for 1 through 4 Patrol Officer vacancies, add nine (9) names to the number of vacancies, for 5 through 8 Patrol Officer vacancies, add eighteen (18) names to the number of vacancies.)

(B) Certification Not More Than Three Times

A person certified from the same eligible list three (3) times to the same appointing authority may be omitted from future certifications unless the appointing authority has specifically requested certification of that person. A person is "certified," for purposes of this section, each time an appointment is made from a certified list containing that

person's name; however, if a person is certified when more than one (1) position is to be filled, that person shall remain eligible through up to five (5) appointments from that particular certified list. If fewer than five (5) appointments are made from that certified list, the person shall be eligible for future certification until the person has been considered for appointment five (5) times.

(C) Names Not to Be Certified for Appointment

The name of any person appearing on an eligible list who:

1. fails to report or arrange within seven (7) calendar days for an interview with the appointing authority;
2. fails to respond to a notice from the Commission within seven (7) calendar days;
3. declines an appointment without reasons satisfactory to the Commission;
or
4. cannot be located by the postal authorities

shall not thereafter be certified to any appointing authority as eligible for appointment unless a thoroughly satisfactory explanation of the circumstances is made to the Commission. A person removed from eligibility in this manner shall be notified by written notice sent by certified mail (return receipt requested), personal service, or Fed-Ex (with signature requested) or substantially, similar, commercial mailing system to the last address provided by the applicant. Where an eligible person's name appears on more than one (1) list, appointment to a position in one (1) class shall be considered a waiver for appointment from other eligible lists for classes of equal or lower salary.

(D) Objection by Appointing Authority

When an objection is made by an appointing authority that any person certified:

1. is unable to perform the essential functions of the position;
2. is currently a user of drugs of abuse;
3. has been guilty of infamous or notoriously disgraceful conduct;

4. has been convicted of a felony or of a misdemeanor involving moral turpitude or moral delinquency;
5. has been dismissed from a position in the civil service and removed for cause or did not resign in good standing;
6. has made a false statement of any material fact or practiced or attempted to practice any deception or fraud in an application or examination concerning employment by the City or the City Schools;
7. has a record of excessive traffic citations and/or chargeable accidents, and the position the individual is applying for requires driving; or
8. is unable to meet the Commission's qualification standards

the Commission shall, if such objection is shown to be well taken, vote to strike the name of such person from the eligible list and certify another name. Before striking the name of such person from the eligible list and/or certifying another name, the Commission shall notify such person by certified mail (return receipt requested) or by personal service, or by Fed-Ex (with signature required) or other substantially, similar, commercial mailing system. The applicant may appeal such objection to the Commission within seven (7) calendar days after issuance of notification. If the person fails to appear for the hearing, or upon being heard, fails to show just cause why the Commission should reinstate the person's name to the eligible list, removal will stand and another name will be certified.

(E) Appointment from Certified List

Upon receipt from the Commission of a certified list of eligibles for appointment to a position, the appointing authority shall fill such position by appointment of one (1) of the five (5) persons certified. The appointing authority shall promptly report to the Commission the name of the appointee, the title of the position, the duties and responsibilities of the position, the salary or compensation of the position, and such other information as the Commission may require in order to keep its roster.

(F) Waiver of Certification

An eligible may waive certification by written notification to the Commission. A waiver of certification shall remain in effect until withdrawn in writing, at which time the eligible is reinstated to the position originally held on the eligible list. A waiver may not exceed six (6) months, and may not be used more than two (2) times. After two (2) waivers, or after six (6) months have passed on a waiver, the eligible's name shall be removed from the eligible list. Whenever one (1) or more of the eligibles who have been certified waive certification or fail to respond to notice of certification, the Commission shall supplement the certification from the eligible list by an equal number of additional names.

(G) Rejection of Appointment

An eligible who has declined appointment to a permanent position shall be removed from the eligible list and shall not thereafter be certified for the same position from that eligible list, unless a reason for declining the appointment is approved as satisfactory by the Commission.

(H) Promotional Appointments

The appointing authority of the department in which a vacancy is to be filled by promotion shall notify the Commission of the fact. If there is an eligible list for such position, the Commission shall immediately certify to the appointing authority the names of the three (3) persons standing highest on such list. The number to be certified shall be determined in the following manner:

1. For 1 through 4 vacancies, add 2 names to the number of vacancies.
2. For 5 through 8 vacancies, add 4 names to the number of vacancies.
3. For 9 through 12 vacancies, add 6 names to the number of vacancies.

If there is no such list and the position that is vacant is deemed to require a competitive examination, the Commission shall, within sixty (60) calendar days after notification, conduct a competitive promotional examination for the position and shall certify to the appointing authority the names of the persons heading the eligible list established as the result of such examination.

Upon certification to the appointing authority, appointment shall be made within thirty (30) calendar days. If the number of names eligible for certification is less than the number provided for in this Section, the appointing authority shall make the appointment from the number certified.

(I) Temporary Promotional Appointment

If a vacancy occurs in a higher position for which there is no eligible list, a temporary promotion may be made from among the employees in the next lower classification upon the request of the appointing authority and approval by the Commission; however, no such temporary promotion shall become permanent or shall continue beyond the establishment of an appropriate eligible list and an appointment therefrom.

(J) Temporary, Exceptional, and Provisional Appointments

1. Temporary Appointment

An appointing authority may appoint a qualified person for a temporary period of service when the usual procedure of requisition and certification is not suitable and when the need of service is urgent and necessary to prevent the loss of public property, serious inconvenience to the public, or damaging delay to the public service. The temporary appointment shall not exceed nine hundred sixty (960) hours worked in a calendar year and shall not be counted as a part of the probationary service in the event of subsequent appointment to a permanent position.

Temporary appointments made necessary by reason of sickness or disability shall not continue beyond such period of sickness or disability.

2. Exceptional Appointment

In case of a vacancy in a position in the classified service where peculiar and exceptional qualifications of a scientific, managerial, professional, or educational character are required, and upon satisfactory evidence that for specified reasons competition in such special case is impracticable and that the position can best be filled by a selection of some designated person of high and recognized attainments in such qualities, the Commission may waive the Rules, but no waiver shall be general in its application.

3. Provisional Appointment

a. Procedure for Appointment

Whenever there are urgent reasons to fill a vacancy and the Commission is unable, upon requisition, to certify eligibles from an eligible list, the Commission shall notify the appointing authority, who may then appoint a person to fill the vacancy. The appointing authority shall send notice of such appointment, with complete data for the official roster, to the Commission.

b. Tenure

Regardless of the length of service by a provisional appointee, a provisional appointment shall continue in force only until a permanent appointment can be made as a result of a certification by the Commission. No provisional

appointment is valid once a certification can be made from an appropriate eligible list, regardless of whether the employee holding the provisional appointment may be eligible for permanent employment as hereinafter provided. A provisional employee shall serve a probationary period and may also be removed for cause.

c. Procedure upon Establishment of an Eligible List

The Commission shall remove any provisional appointee who does not take the examination held for the position, or who takes the examination and does not pass, from the position within fifteen (15) working days after the establishment of the eligible list for the position. Immediately upon establishing the eligible list, the Commission shall notify the employee and the appointing authority for the position of the termination of the provisional appointment.

Before establishment of an eligible list by the Commission, it shall certify for appointment as a permanent employee any provisional appointee who satisfactorily completed the probationary period or at least six (6) months of service, whichever is longer, before the examination was held for the position and who passed the examination. The employee shall have all the rights of a permanent employee and shall not be required to complete an additional probationary period.

The Commission shall place on the eligible list and certify for consideration by the appointing authority in the normal manner any provisional appointee who had not completed the probationary period or six (6) months of service, whichever is longer, by the time of examination for the position and who passed the examination. In the event of a tied grade, however, the Commission shall consider the candidate's length of provisional service in the position before considering priority of filing application. Regardless of whether the provisional employee is eligible for inclusion in a certification upon establishment of the eligible list, the Commission shall notify the employee and the appointing authority that the provisional appointment shall be terminated within fifteen (15) working days of establishment of the eligible list and issuance of a certification of eligibles.

4. Substitute Employees

A substitute employee may work in place of a permanent or provisional employee who is ill or on vacation, leave of absence, or personal leave. The name of the permanent or provisional employee for whom the substitute employee is working shall be designated on the payroll. A substitute employee acquires no rights with respect to the position being filled.

5. Police Patrol Officer Lateral Transfer Hires

Seniority for lateral transfer Patrol Officers shall be based on the date of hire by the City. Seniority for promotion or lay-off purposes for lateral transfer Patrol Officers shall also begin with the date of appointment as a Patrol Officer with the City Police Department.

(K) Probation

1. Purpose

The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work, to give the employee full opportunity to demonstrate successful performance on the job, and to remove any employee whose performance does not meet required work standards. No appointment or promotion shall be deemed final until the appointee has satisfactorily served the probationary period.

2. Probationary Period

All original appointments, including provisional appointments, shall be for a probationary period, from first work day, of not less than six (6) months (sixty (60) days for City Schools Civil Service employees) except that the following original appointments shall serve a probationary period of one (1) year or period stated in the collective bargaining agreement, in force at time of hire, for any individual stated below who is a member of a union:

1. Appointees to Patrol Officer in the Police Department
2. Appointees to Secretary to the Civil Service Commission
3. Appointees to Police Communication/Records Supervisor
4. Appointees to Police Communications Operator
5. Appointees to Police Records Clerk

Service as a provisional employee in the same or similar class shall be included in the probationary period. Time spent on approved leave, including jury duty, shall not be counted as part of the probationary period.

Lateral transfer Patrol Officers shall serve a probationary period of one (1) year. Following successful completion of the probationary period, employees selected through the lateral transfer process shall be entitled to all other rights attributed to the classified service.

At the request of the appointing authority, the Commission may extend an employee's probationary period, provided that the request is submitted at least one (1) week before the expiration of the probationary period and that the employee agrees in writing to the extension; however, the Commission shall not extend the probationary period for longer than six (6) months. If a timely request for extension is denied and the

probationary period has by that time expired, the time deadline for the appointing authority to act during the probationary period shall be stayed and the appointing authority shall immediately complete the final probationary evaluation.

A provisional appointee's probationary period cannot be extended past the date scheduled for the examination for the appointee's position.

3. Probationary Period for Promotional Appointments

All permanent promotional appointments in the classified service shall serve a probationary period of forty-five (45) calendar days from the date of such promotion (thirty (30) days for City Schools Civil Service employees), except that the following promotional appointment shall serve a probationary period of one (1) year:

1. Appointees to Police Lieutenant
2. Appointees to Police Chief
3. Appointees to Fire Lieutenant
4. Appointees to Fire Captain
5. Appointees to Fire Operations Captain
6. Appointees to Fire Assistant Chief
7. Appointees to Fire Marshall
8. Appointees to Fire Chief
9. Appointees to Secretary to the Civil Service Commission

If, during that period, the service of the employee so appointed is not satisfactory, the employee may be reduced to the position from which the promotion was made.

4. Probation Reports

All classified employees shall be evaluated during the probationary period. On a form furnished by the Commission, the probationary employee will be evaluated at a point halfway through the first half of the probationary period, at the halfway point, and within the last thirty (30) calendar days of the probationary period.

The probationer will receive a copy of each evaluation.

On the final probationary evaluation, the appointing authority shall indicate acceptance or rejection of the employee. This report must be delivered to the Commission by the end of the probationary period, but subject to the probation extension, denial, and exception provisions of paragraph 2 above. If no such report is submitted, the employee's appointment automatically becomes permanent.

RCA 22-277-12/12

City of Medina

**Board of Control/Finance Committee Approval
Administrative Code: 141**

*Finance
Only*

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 12/5/2022

Department: Finance

Amount: \$16,000.00

B.O.C. Approval: _____
(Finance Use Only)

Account Number: 145-0630-52213

Vendor: CBIZ Borden-Perlman Insurance Agency

C00797

Department head/Authorized signature: *[Signature]*

Item/Description:

6/29/22-6/28/23 Railroad Liability Insurance

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

OK
D. Harwell
12-7-2022

REQUEST FOR COUNCIL ACTION

No. RCA 22-278-12/12

FROM: Jansen Wehrley ^{SSW}
DATE: December 7, 2022
SUBJECT: West Creek Conservancy- Champion Creek Connector Project

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council authorization to accept parcel number 028-19D-03-124 from the West Creek Conservancy after transfer from the current property owner and completion of their grant requirements. The West Creek Conservancy has applied for and received \$95,200.00 from the Clean Ohio Green Space Conservation Program for the purchase of 10.1478 acres at the corner of E. Smith Road and Guilford Boulevard for the purposes of conservation and preservation.

West Creek Conservancy is a non-profit organization that has requested that the City of Medina receive and care for this property into the future. Additionally, they have asked for assistance in acquiring matching funds as required by the grant. As such, we intend to work together, collaboratively, to approach local foundations for funding. Should matching funds not be able to be secured through local foundations, I respectfully request that unanticipated capital be used for the grant match.

Grant Request: \$128,650.00
Grant Amount: \$95,200.00
Grant Match: \$33,450.00

The Champion Creek Connector Project preserves a key 10-acre parcel of critical floodplain and riparian habitats. Situated in an otherwise highly developed area within the City of Medina, Ohio, this property has high-quality floodplain, valley wall, and upland forests. In an area that is only 17.7% forested, the site is dominated by almost 8 acres of mature floodplain forest that is home to the Northern Clearwater Crayfish (*faxonius propinquus*), a state listed Species of Concern. The property holds the confluence of a class-III Primary Headwater Stream tributary and the mainstem Champion Creek at the headwaters of the West Branch Rocky River. Large diameter trees canopy the creeks as they travers the wide, deep, and flat valley floor that is a natural retention and filtration point for all the stormwater channeled down from the impervious surfaces upstream. Preserving this mature floodplain forest habitat saves rare native species, ensures good water quality, and links Stanberry and Maxine Nichols park to Roscoe Ewing Park, thus enlarging the City of Medina's park and trail system to connect people to nature.

Estimated Cost: \$33,450.00

Suggested Funding: 389-0707-54411

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- **NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

RESOLUTION NO. 186-22

A RESOLUTION SUPPORTING WEST CREEK CONSERVANCY'S CLEAN OHIO GREEN SPACE CONSERVATION PROGRAM APPLICATION FOR THE CHAMPION CREEK CONNECTOR PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, through the Ohio Public Works Commission, administers financial assistance for conservation purposes through the Clean Ohio Fund Green Space Conservation Program; and

WHEREAS: West Creek Conservancy is a non-profit, tax exempt organization and intends to apply for Clean Ohio Fund Green Space Conservation Program funds to preserve the Champion Creek Connector property located in the City of Medina, Medina County; and

WHEREAS: The Champion Creek Connector project will permanently protect approximately 10 acres of land containing high quality streams and headwater streams, and high-quality wetlands; and

WHEREAS: The Champion Creek Connector project will protect an area that is contiguous with other parkland, and will therefore provide connection to other parkland; and

WHEREAS: The Council of the City of Medina recognizes the opportunity to protect the rural character and quality of life in the City, preserve open space, protect water quality, and provide opportunities for outdoor recreation.

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

SEC. 1: That Medina City Council and the Mayor, hereby supports West Creek Conservancy's application to the Ohio Public Works Commission for the Champion Creek Connector project, in the City of Medina, Medina County.

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

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

186-22
10-11-22
Young Patton

PASSED: October 11, 2022

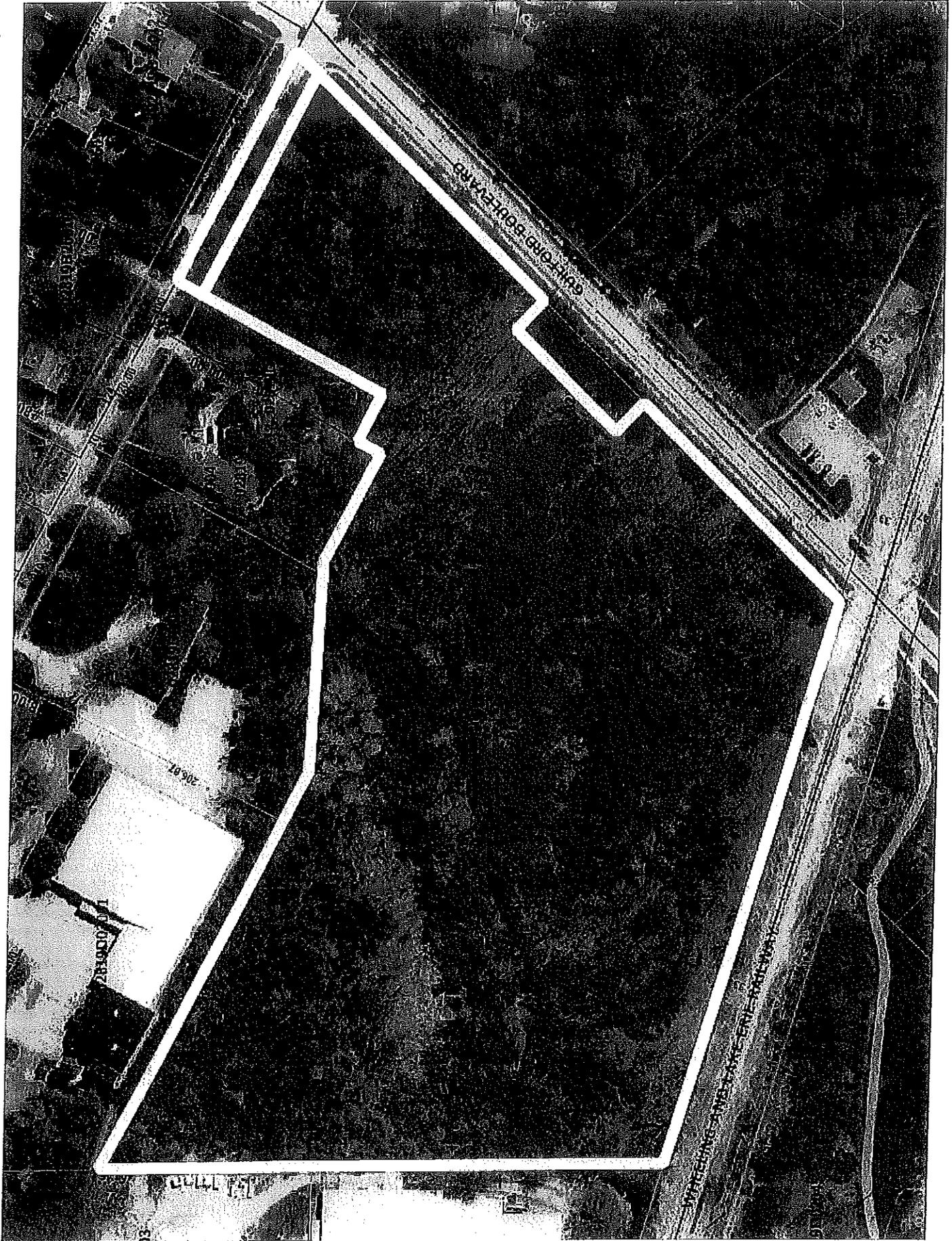
SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 12, 2022

SIGNED: Dennis Hanwell
Mayor

ORD. 186-22



RCA 22-279-12/12

City of Medina

Board of Control/Finance Committee Approval
Administrative Code: 141

Finance only

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 12/7/2022

Department: IT

Amount: \$25,000.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 388-0714-52226

Vendor: TECHNOLOGY ENGINEERING

Department head/Authorized signature: [Signature]

Item/Description:

2023 Purchase Order for IT Services - Maintenance/Support

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.