

**FINANCE COMMITTEE AGENDA**  
**May 13, 2024**  
**Council Rotunda**

**Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 24-101-5/13 – Medina Municipal Court Renovation: Design Submittal Review
3. 24-102-5/13 – RITA Compliance Program
4. 24-103-5/13 – Vacation Policy for Experienced New Hires
5. 24-104-5/13 – Sick Time Payout Policy
6. 24-105-5/13 – Ohio Law Enforcement Body Armor Program
7. 24-106-5/13 – PY24 CHIP Grant Application Authorization
8. 24-107-5/13 – PY24 CHIP Grant Partnership Agreement
9. 24-108-5/13 – ESID-Request to Adopt Levying Special Assessments – Legacy Hotel
10. 24-109-5/13 – Maintenance Agreement with Medina County
11. 24-110-5/13 – Amend 31.02(B)(1), 31.05, 31.07 – Parks Dept.
12. 22-259-11/28 – Room Tax for Hotels, Motels and Transient Stays (Discussion)
13. 24-111-5/13 – Municipal Court Paycode Upgrades
14. Executive Session: (land acquisition / imminent litigation)

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 24-101-5/13 – Medina Municipal Court Renovation: Design Submittal Review
- 24-102-5/13 – RITA Compliance Program
- 24-103-5/13 – Vacation Policy for Experienced New Hires
- 24-104-5/13 – Amend S&B Code - Sick Time Payout
- 24-105-5/13 – Ohio Law Enforcement Body Armor Program
- 24-106-5/13 – PY24 CHIP Grant Application Authorization
- 24-107-5/13 – PY24 CHIP Partnership Agreement
- 24-108-5/13 – ESID-Adopt Levying Special Assessments – Legacy Hotel
- 24-109-5/13 – Maintenance Agreement with Medina County
- 24-110-5/13 – Amend 31.02(B)(1), 31.05, 31.07 – Parks Dept.
- 24-111-5/13 – Municipal Court Paycode Updates

5/13/24

*ok Bob Hammer 5-7-24*  
**REQUEST FOR COUNCIL ACTION**

NO. RCA 24-101-5/13

FROM: Patrick Patton

*PP*

DATE: May 7, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Medina Municipal Court Renovation: Design Submittal Review

Last week Brandstetter, Carroll, Inc. submitted the initial design plans for review. As Council previously requested, BCI will present the current plans to Council for review and discussion.

Attached please find the design narrative prepared by BCI, as well as the floor plans. The design set of plans is 120 pages long, if anyone is interested in reviewing the entire set please let me know.

Thank you for your cooperation.

ESTIMATED COST: n/a

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**MEDINA MUNICIPAL COURT  
PROJECT NO. 24023**

**DESIGN PHASE NARRATIVE**



**April 30, 2024**

Renovation of existing building at 72 Public Square, formerly the Medina County Courthouse.

**ARCHITECTURAL DESIGN NARRATIVE**

**Exterior Improvements:**

1. Replace all windows.
2. Replace front entrance doors with fixed/sealed doors to match existing appearance but not functional.
3. Repair/re-paint all exterior trim – cornice, soffit, trim, etc.
4. Replace front entrance columns – temporary shoring, new steel internal support, new fiberglass columns to match existing.
5. Remove temporary entrance ramp on west side of building.
6. New Staff Entrance vestibule on east side of building next to south stair.

**General interior improvements:**

1. The majority of interior walls to be removed including all mechanical, plumbing, electrical.
1. Existing finishes in stairwells to remain. Will repaint.
2. Existing terrazzo floors in public areas to remain as much as possible. New terrazzo of contrasting color will be added where necessary. (See sketch markup for terrazzo flooring).
3. Existing interior wood paneling and trim to be salvaged and re-installed as much as possible. Priority for public spaces (Corridors, Lobbies, Courtrooms, Hearing Rooms).
4. Window shades throughout.
5. See Interior Finish Schedule for interior materials.

**First Floor:**

1. Renovation in the new Medina County Courthouse:
  - a. Add hallway through the Men's In-Custody Hold Room XX.
  - b. Add hallway through the Storage Room XX.
  - c. Add concrete ramp (overlay) in Room XX.
  - d. Add walls to create hallway through Rooms XX.
  - e. Add doors as shown.
  - f. New window blinds throughout.
2. Law Library – Rooms 130 and 132 – to remain as-is. Will create new Room 131 Law Library Office and carve out portions of the existing Law Library Office for the new In-Custody elevator and Public Restroom 122.
3. In-custody Hold 141 to have CMU walls, painted, hard ceiling with tectum acoustic panels, penal cuff bench.
4. In-Custody elevator requires shoring of existing footings to create elevator pit.
5. Public Restroom 122 to have an adult changing table with electric connections.
6. Existing terrazzo floors in Corridor: 103, 140, and Lobby 100 to remain. Additional terrazzo of contrasting color to be added where required.
7. New addition for Staff Secured Entrance – single story.

**Second Floor:**

1. Clerk of Courts transaction windows to have pass-thru transaction trays, speak holes, and ballistic panel in the wall below the counters.

2. Clerk of Courts transaction counters will have two bullet resistant transaction drawers in the wall, above the counter, between the windows. This is not shown on the drawings currently, but is in the specifications.

#### **Third Floor:**

1. Courtroom 350:
  - a. The intent is to re-use the ceiling soffit details where we can – in the center of the room. Add gypsum board soffits at the perimeter with downlights, and install salvaged trim at the interior edges of those soffits – see renderings.

### **PLUMBING DESIGN NARRATIVE**

#### **Applicable Governing Criteria**

- A. The systems shall comply with the latest approved editions of all applicable local and state codes, including:
  - a. 2024 Ohio Building Code with latest Amendments (OBC)
  - b. 2024 Ohio Plumbing Code with latest Amendments (OMC)
  - c. ADA Accessibility Guidelines (ADAAG)
  - d. Any applicable NFPA Codes - Latest Approved Edition
- B. The systems shall comply with all owner standards and specifications.
- C. It is not intended that this facility obtain a LEED rating. However, LEED design principles and practices will be followed to the extent possible.

#### **Domestic Cold Water System**

- A. The existing 3" domestic water service, backflow preventer, and meter will be kept.

#### **Domestic Hot Water System**

- A. Domestic hot water will be generated by a gas fired heaters.
- B. Domestic hot water will be maintained at 140° F and circulated throughout the building. This is recommended by the CDC to reduce the risk of Legionella.
- C. Point-of-use thermostatic mixing valves will be provided at each fixture or bathroom group at all locations as required by Code.
- D. The domestic hot water system will be re-circulated with stainless steel recirculating pumps.

#### **Domestic Water Distribution Piping**

- A. All domestic water piping and fittings will be Type "L" copper (above floor) and type "K" (below floor).
- B. All hot water piping will be insulated per Code. All cold water piping will be insulated to prevent condensation.

#### **Storm and Sanitary Drain, Waste and Vent Systems**

- A. Sanitary sewer drainage and vent piping will be provided for the building plumbing fixtures and equipment.
- B. Cleanouts will be provided throughout the building at maximum intervals as required by the Plumbing Code and where sewer piping changes directions 90 degrees or greater.
- C. Sanitary waste, vent and storm water piping within the building will be cast iron no hub with heavy duty couplings. Sanitary and storm piping below lowest floor slab and underground will be

schedule 40 PVC. Horizontal storm piping in ceiling cavities will be insulated to prevent condensation.

- D. Storm and sanitary DWV piping serving the existing building is expected to remain in place, and will be modified only as needed.

### **Natural Gas System**

- A. The contractor will be responsible for all work associated with the modifications to the existing natural gas system.
- B. Piping materials for the natural gas system will be schedule 40 threaded steel piping and fittings for pipe sizes 2" and smaller, Schedule 40 welded steel piping and fittings for pipe sizes 2-1/2" and larger.

### **Plumbing Fixtures and Equipment**

- A. Restrooms
  - a. The plumbing fixtures (i.e. water closets, urinals, and lavatories) for public and staff use will be vitreous china, wall hung type.
  - b. The plumbing fixtures serving in-custody areas will be secure stainless steel wall hung type.
  - c. Water closets and urinals will be provided with hard wired infrared flush valves. Water closets will be 1.28 GPF, and urinals will be 0.125 GPF.
  - d. Handicapped accessible fixtures will be provided as required.
  - e. Floor drains will be provided in each restroom.
- B. Janitor's closets
  - a. Mop Basins will be provided in janitors' closets.
  - b. Faucets will be the wall mounted type with mop station accessories provided as required.
- C. Exterior wall hydrants will be provided conveniently around the new building areas and on the roof.
- D. Mechanical rooms
  - a. Mechanical Room floor drains will be coordinated with AHU's and other equipment.
  - b. Hose bibs will be coordinated with AHU's locations.
- E. Trap seals will be provided for floor drains which are not expected to receive significant amounts of drainage.
- F. Sump pumps will be provided at the bottom of elevator shafts as required.

### **HEATING, VENTILATING, AIR CONDITIONING (HVAC) DESIGN NARRATIVE**

The information contained within this narrative is meant to summarize the minimum building performance criteria and design and construction standards used in developing the HVAC engineering systems and their basis of design.

### **Applicable Governing Criteria**

- D. The systems shall comply with the latest approved editions of all applicable local and state codes, including:

- a. ASHRAE Standard 90.1-2019 Energy Standard for Buildings.
- b. ASHRAE 62.1-2016 Ventilation for Acceptable Indoor Air Quality
- c. 2024 Ohio Building Code with latest Amendments (OBC)
- d. 2024 Ohio Mechanical Code with latest Amendments (OMC)
- e. Any applicable NFPA Codes - Latest Approved Edition
- f. SMACNA (Sheet Metal and Air Conditioning Contractor's National Association)

- E. The systems shall comply with all owner standards and specifications.
- F. It is not intended that this facility obtain a LEED rating. However, LEED design principles and practices will be followed to the extent possible.

**Systems Sizing Design Parameters (All Occupied Areas)**

- A. Winter:
 

outdoor temperature	0.0 degrees F. DB
indoor temperature	72.0 degrees F. DB
- B. Summer:
 

outdoor temperature	87.7°F DB	73.9°F WB
indoor temperature	75°F DB	60% RH (max)
- C. Night Setback:
 

heating temperature	60°F
cooling temperature	85°F DB      60% RH (max)
- D. Hours of Operation
 

Monday through Friday	7:00 AM until	6:00 PM
All other times	Unoccupied	

**Sound Design Parameters**

- A. The systems shall comply with all owner standards and specifications.
- B. Occupied spaces will target NC 35 or less.
- C. Systems serving the courtrooms and auxiliary spaces will be designed with sound attenuation to provide consistent and acceptable sound levels.
- D. Acoustic lining will be provided on supply and/or return air ductwork serving noise sensitive areas.

**Central Heating System**

- A. The central heating system shall consist of natural gas-fired, condensing or near condensing heating water boilers. (2 boilers)
- B. Boilers shall be provided and designed for 70% redundancy and provide a total of around 130 percent of building winter design load. The boilers shall provide 100 to 140 degrees Fahrenheit water temperature to the VAV reheat terminal units, supplemental heat, and air handling units.
- C. The heating water distribution system will use two (100% redundant) variable-speed primary circulating pumps. Pipe loops throughout the building will be designed as a direct-return heating water piping system located above the ceiling.
- D. The pump speed shall be controlled to maintain pressure differential at a minimum of 2 selected points in the heating hot water system.
- E. An adequate quantity of system shutoff valves will be included to aid in system isolation, should maintenance work be required.
- F. Equipment accessories shall include an air/dirt separator, expansion tank, chemical shot feeder.

**Indoor Air Handling Units - General**

- A. Indoor Air Handling Units shall be furnished with direct drive plenum supply air fan(s), direct drive exhaust fan or a direct drive return fan.
- B. The air handling units shall include heating water coils and direct expansion (DX) cooling coil.
- C. Each AHU DX cooling coil will be paired with a remote condensing unit. Split DX will be selected with R-410A refrigerant.
- D. Outdoor Air airflow monitor will be provided to display and control the quantity of outdoor air to the unit.

- E. MERV 8 air filters to protect the energy recovery wheel and act as a pre-filter; MERV 13 final air filter (all outdoor air and return air pass through this filter);
- F. All air handling units will be constructed with dual wall sections. The fan section shall have a perforated inner liner. The remaining sections shall have a solid metal inner liner.
- G. Cooling coil sections shall be stainless steel, with stainless steel double wall drain pans.
- H. The air handling units will be designed for minimum outdoor air quantities as required by ASHRAE Standard 62.1 and the Ohio Building Code (OBC).
- I. Based on latest floor plan, it is expected to have one (1) indoor AHU on the project.
- J. Acceptable manufacturers – Johnson Controls (York), Carrier, Trane, or Daikin.

### **Supplemental Heat**

- A. Cabinet unit heaters and propeller unit heaters will be provided for unoccupied spaces that require heating.
- B. Cabinet unit heaters will be provided in finished spaces.
- C. Propeller unit heaters will be provided in unfinished spaces such as mechanical rooms and electrical rooms.
- D. The heaters will utilize heating water from the central heating plant or electric heat as required by each location.
- E. Cabinet unit heaters and propeller unit heaters will be provided with electronic sensor control.

### **Building Automation System (BAS)**

- A. The temperature control system proposed will be a direct digital control (DDC) building automation system (BAS).
- B. The BAS system shall be native BACnet open architecture.
- C. The BAS system shall be WEB based, allowing the Owner to monitor and revise the system from a remote location.
- D. Air handling units and variable air volume terminals will be controlled electronically including electronic room sensors and unit/terminal-mounted unitary controllers.
- E. Damper and control valve operators for main heating control will be electronically operated through the BAS.
- F. The system shall monitor carbon dioxide levels and humidity in densely occupied spaces.
- G. The system shall monitor alarms and be capable of trending all systems in the building.
- H. System shall send out critical alarms to maintenance personnel. Examples are failure of pumps, chillers, boiler, generator running, etc. Nuisance/non-critical alarms will only be shown on control system.
- I. Day/night, occupied/unoccupied zone control will occur as part of the DDC system.
- J. The building will have metering on all utilities (gas, electric and water) with trending capability through the BAS.



**GENERAL FLOOR PLAN NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
19. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.

**PLAN LEGEND**

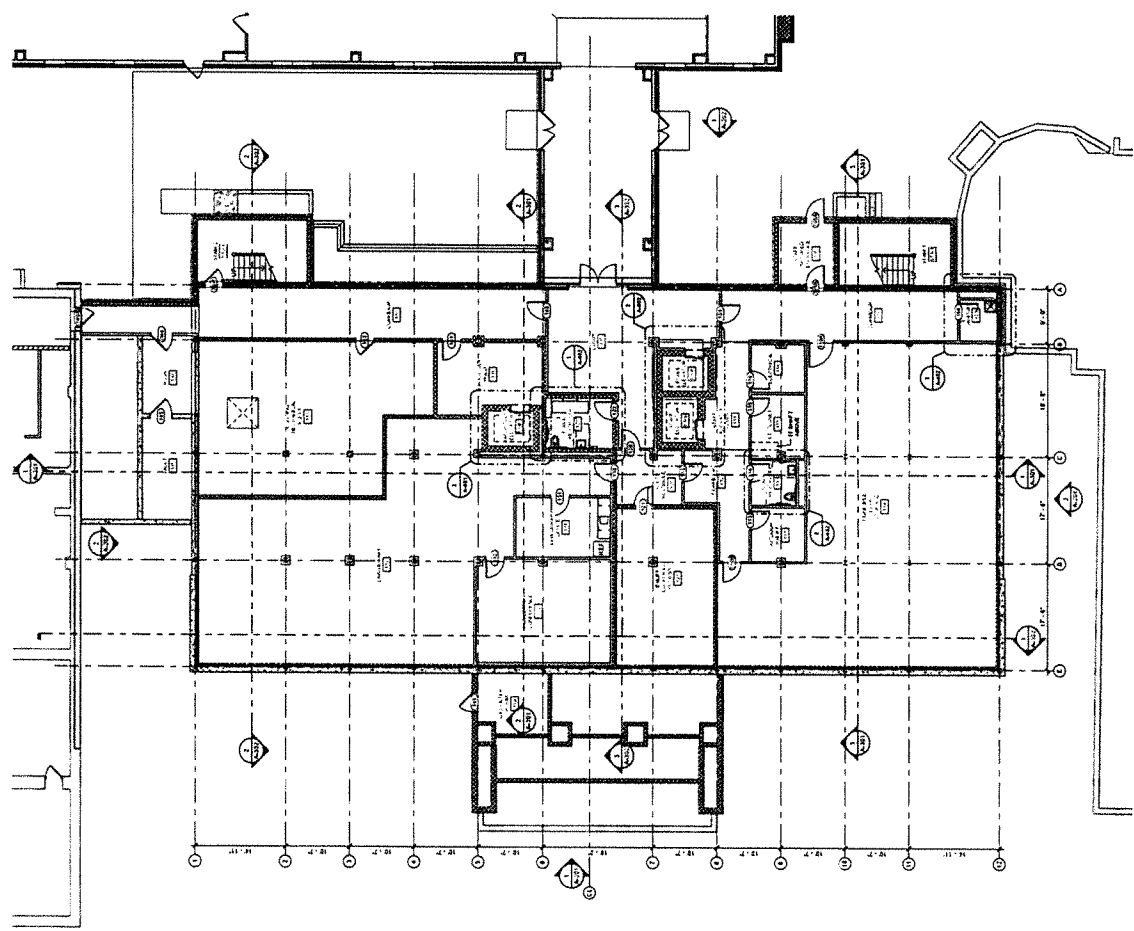


**EXTERIOR WALL TYPES**

- 1. [Symbol] 12" CMU WITH 1" POLYSTYRENE INSULATION
- 2. [Symbol] 12" CMU WITH 2" POLYSTYRENE INSULATION
- 3. [Symbol] 12" CMU WITH 3" POLYSTYRENE INSULATION
- 4. [Symbol] 12" CMU WITH 4" POLYSTYRENE INSULATION
- 5. [Symbol] 12" CMU WITH 5" POLYSTYRENE INSULATION
- 6. [Symbol] 12" CMU WITH 6" POLYSTYRENE INSULATION
- 7. [Symbol] 12" CMU WITH 7" POLYSTYRENE INSULATION
- 8. [Symbol] 12" CMU WITH 8" POLYSTYRENE INSULATION
- 9. [Symbol] 12" CMU WITH 9" POLYSTYRENE INSULATION
- 10. [Symbol] 12" CMU WITH 10" POLYSTYRENE INSULATION
- 11. [Symbol] 12" CMU WITH 11" POLYSTYRENE INSULATION
- 12. [Symbol] 12" CMU WITH 12" POLYSTYRENE INSULATION
- 13. [Symbol] 12" CMU WITH 13" POLYSTYRENE INSULATION
- 14. [Symbol] 12" CMU WITH 14" POLYSTYRENE INSULATION
- 15. [Symbol] 12" CMU WITH 15" POLYSTYRENE INSULATION
- 16. [Symbol] 12" CMU WITH 16" POLYSTYRENE INSULATION
- 17. [Symbol] 12" CMU WITH 17" POLYSTYRENE INSULATION
- 18. [Symbol] 12" CMU WITH 18" POLYSTYRENE INSULATION
- 19. [Symbol] 12" CMU WITH 19" POLYSTYRENE INSULATION
- 20. [Symbol] 12" CMU WITH 20" POLYSTYRENE INSULATION

**INTERIOR WALL TYPES**

- 1. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS
- 2. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 1/2" POLYSTYRENE INSULATION
- 3. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 1" POLYSTYRENE INSULATION
- 4. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 1 1/2" POLYSTYRENE INSULATION
- 5. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 2" POLYSTYRENE INSULATION
- 6. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 3" POLYSTYRENE INSULATION
- 7. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 4" POLYSTYRENE INSULATION
- 8. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 5" POLYSTYRENE INSULATION
- 9. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 6" POLYSTYRENE INSULATION
- 10. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 7" POLYSTYRENE INSULATION
- 11. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 8" POLYSTYRENE INSULATION
- 12. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 9" POLYSTYRENE INSULATION
- 13. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 10" POLYSTYRENE INSULATION
- 14. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 11" POLYSTYRENE INSULATION
- 15. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 12" POLYSTYRENE INSULATION
- 16. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 13" POLYSTYRENE INSULATION
- 17. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 14" POLYSTYRENE INSULATION
- 18. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 15" POLYSTYRENE INSULATION
- 19. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 16" POLYSTYRENE INSULATION
- 20. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 17" POLYSTYRENE INSULATION
- 21. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 18" POLYSTYRENE INSULATION
- 22. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 19" POLYSTYRENE INSULATION
- 23. [Symbol] 5/8" GYP BOARD ON 2" X 4" STUDS WITH 20" POLYSTYRENE INSULATION



**FIRST FLOOR PLAN**

North Arrow

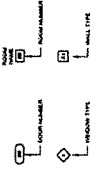




**GENERAL FLOOR PLAN NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
19. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

**PLAN LEGEND**

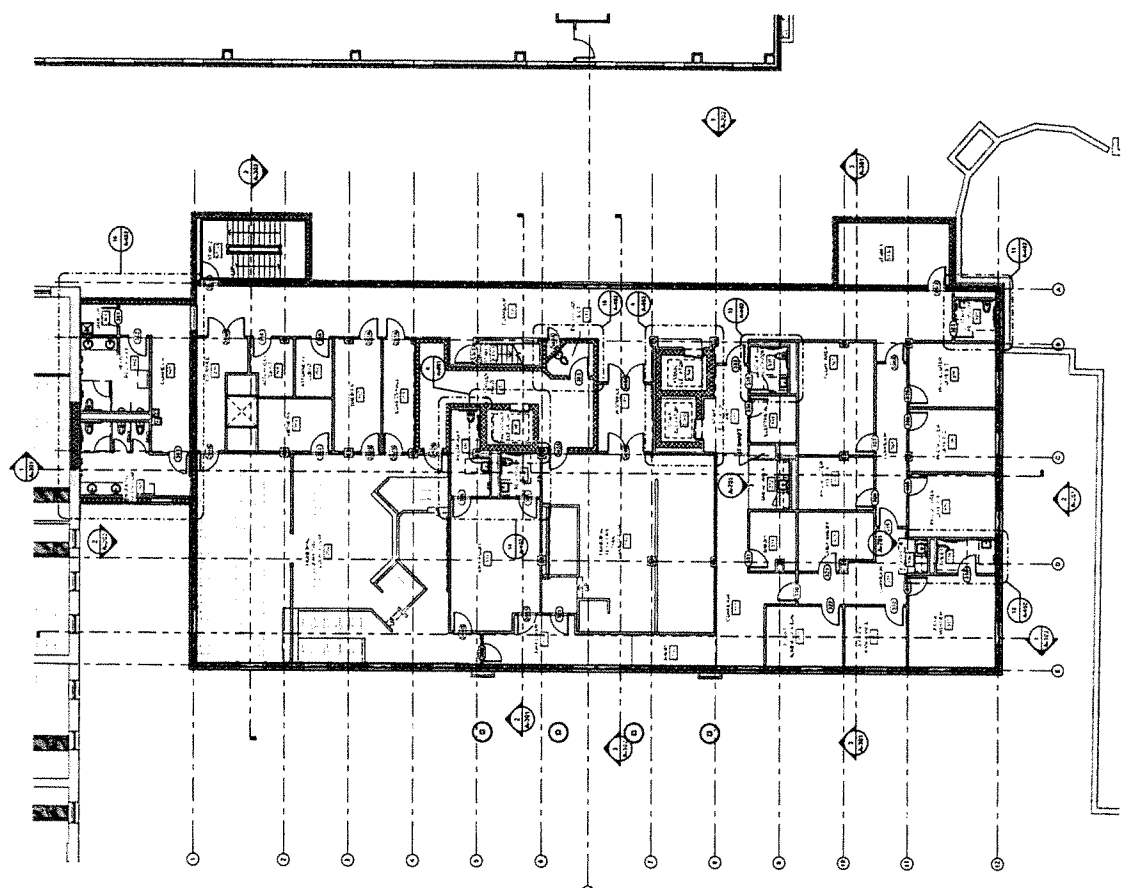


**EXTERIOR WALL TYPES**

- 1. [Symbol] 12" CMU WITH 1" POLYSTYRENE INSULATION
- 2. [Symbol] 12" CMU WITH 2" POLYSTYRENE INSULATION
- 3. [Symbol] 12" CMU WITH 3" POLYSTYRENE INSULATION
- 4. [Symbol] 12" CMU WITH 4" POLYSTYRENE INSULATION
- 5. [Symbol] 12" CMU WITH 5" POLYSTYRENE INSULATION
- 6. [Symbol] 12" CMU WITH 6" POLYSTYRENE INSULATION
- 7. [Symbol] 12" CMU WITH 8" POLYSTYRENE INSULATION
- 8. [Symbol] 12" CMU WITH 10" POLYSTYRENE INSULATION
- 9. [Symbol] 12" CMU WITH 12" POLYSTYRENE INSULATION
- 10. [Symbol] 12" CMU WITH 14" POLYSTYRENE INSULATION
- 11. [Symbol] 12" CMU WITH 16" POLYSTYRENE INSULATION
- 12. [Symbol] 12" CMU WITH 18" POLYSTYRENE INSULATION
- 13. [Symbol] 12" CMU WITH 20" POLYSTYRENE INSULATION
- 14. [Symbol] 12" CMU WITH 24" POLYSTYRENE INSULATION
- 15. [Symbol] 12" CMU WITH 30" POLYSTYRENE INSULATION
- 16. [Symbol] 12" CMU WITH 36" POLYSTYRENE INSULATION
- 17. [Symbol] 12" CMU WITH 42" POLYSTYRENE INSULATION
- 18. [Symbol] 12" CMU WITH 48" POLYSTYRENE INSULATION
- 19. [Symbol] 12" CMU WITH 54" POLYSTYRENE INSULATION
- 20. [Symbol] 12" CMU WITH 60" POLYSTYRENE INSULATION

**INTERIOR WALL TYPES**

- 1. [Symbol] 5" Gypsum Board
- 2. [Symbol] 7.5" Gypsum Board
- 3. [Symbol] 10" Gypsum Board
- 4. [Symbol] 12.5" Gypsum Board
- 5. [Symbol] 15" Gypsum Board
- 6. [Symbol] 17.5" Gypsum Board
- 7. [Symbol] 20" Gypsum Board
- 8. [Symbol] 22.5" Gypsum Board
- 9. [Symbol] 25" Gypsum Board
- 10. [Symbol] 27.5" Gypsum Board
- 11. [Symbol] 30" Gypsum Board
- 12. [Symbol] 32.5" Gypsum Board
- 13. [Symbol] 35" Gypsum Board
- 14. [Symbol] 37.5" Gypsum Board
- 15. [Symbol] 40" Gypsum Board
- 16. [Symbol] 42.5" Gypsum Board
- 17. [Symbol] 45" Gypsum Board
- 18. [Symbol] 47.5" Gypsum Board
- 19. [Symbol] 50" Gypsum Board
- 20. [Symbol] 52.5" Gypsum Board



**THIRD FLOOR PLAN**

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-102-5/13

**FROM:** Keith H. Dirham  
**DATE:** Tuesday, April 23, 2024  
**SUBJECT:** RITA Compliance Program

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

I respectfully request that Council authorize the Mayor to sign the attached RITA Non-filer Subpoena Program authorization.

**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:** Response due by June 1

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**



RITA

**NON-FILER/SUBPOENA PROGRAM AUTHORIZATION**

**1. Letters ONLY**

I would like non-filing delinquency letters sent. I do not want to issue subpoenas.

For the municipality of: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

**2. Letters and Administrative Subpoenas**

I would like non-filing delinquency letters sent and to have administrative subpoenas for records issued to the non-responders.

For the municipality of: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

\*If you are selecting option #2 – **Letters and Administrative Subpoenas**, your municipality already has an authorization form to deduct the subpoena costs from your monthly distribution.

In order to participate in the 2024/2025 subpoena program your completed authorization must be received **by June 1, 2024**. Your prompt response is important.

**Return your response to:**

Fax: 440-922-3509

Email: [compliance@ritaohio.com](mailto:compliance@ritaohio.com)

# REQUEST FOR COUNCIL ACTION

No. RCA 24-103-5/13

FROM: Keith H. Dirham  
DATE: Monday, April 29, 2024  
SUBJECT: Vacation Policy for experienced new hires

Committee: Finance

*Amend St B Code 31.13*

## SUMMARY AND BACKGROUND:

The City's current policy is attached as are some other City policies compiled by Laureen Wilson. I respectfully request that after eliminating sections H through N (because they are duplicates of A through G) Council add two new sections as follows: ORD. 9/24

H. Subject to the discretion of the Board of Control, a new hire with significant relevant experience (generally 5-10 years) shall earn vacation time as follows:

1. For their first six (6) years they shall earn 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
2. For years from seven (7) through fifteen (15) of their service to the City they shall earn vacation with pay at the rate of 6.154 hours per pay period with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
3. Such employees with more than fifteen (15) years of service to the City shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.

I.-Subject to the discretion of the Board of Control, a new hire with substantial relevant experience (generally ten or more years) shall earn vacation time as follows:

1. For their first ten (10) years they shall earn vacation with pay at the rate of 6.154 hours per pay period with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
2. Such employees with more than ten (10) years of service to the City shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.

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:

Reason:

---

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**Wadsworth** allows vacation use after six months of employment, although no time can be paid out if they leave prior to their one-year anniversary.

A few years ago, we updated our vacation ordinance to allow us to award a higher accrual rate for recruitment and retention purposes. So, we frequently start people at three or four weeks, depending on the position and much prior service the individual has, rather than the usual two-week rate. Recently, I proposed additional changes to the ordinance, including allowing an employee to access their vacation accrual bank prior to six months of service, with the approval of the Appointing Authority, for recruitment and for those who have a planned or surprise medical leave come up within that time frame. Fingers crossed, that ordinance should pass at next week's Council meeting.

---

**City of Strongsville:**

Our policy was very similar to yours and to be competitive, we revised our Ordinance in October 2022 adding the following language for non-bargaining employees...

The City, may at the sole discretion of the Mayor, award a non-collectively bargained employee who, at the time of being hired by the City, and having prior public service experience, additional vacation upon hire in recognition of the newly hired employee's prior years of public service credit.

---

The City of **Rocky River**'s vacation and sick policy is active right away. The new employee starts accumulating both sick and vacation time the following month of their start date. There is no waiting period. This applies to all full-time employees.

---

**Fairview Park-** Please see attached Ordinance updating our vacation policy for Non-Union employees. Union member employees must wait one year before earning 2 weeks per the contracts.

ORD 23-83 Fairview

Section 3. The Mayor shall be permitted to waive Section 143.23(a) for any non-union employees being offered full-time employment with the City on or after January 1, 2024 and allow vacation leave to commensurate with levels of vacation earned with prior employers and to begin accumulating vacation time upon the individual's start date.

---

The City of **Beachwood** mirrors Medina's policy, although we have considered making adjustments in recent months. We allow administrative employees 65% of their prior service years for vacation accrual purposes, but there is still that one year waiting period. Police/Dispatch receive credit for a max of six years prior service, but are also subject to the one year waiting period. The safety forces receive prorated holiday upon hire and have the ability to bank comp.

---

**City of Independence:**

In order to stay competitive with potential employees, Independence does allow vacation time to be used during a first year of employment. If such employee were to leave the City's employment prior to that year being finished but all the vacation time was already used up, such an employee would owe the City money upon their departure.

As far as a tenured employee being hired into a non-bargaining unit position, Independence will negotiate a vacation amount upon hiring based on said prospective employee's experience, value, etc. I



don't know how an employer in today's world would get many experienced, *qualified* people to accept a position at say age 52 with 30 years of experience if they had to "start back at zero," not being able to take any vacation their first year with this new employer, and starting back at "zero" with say only two weeks of vacation for the first "X" years after year one.

---

City of **Avon**: Vacation time is calculated as of December 31 of the preceding year. If an employee was hired mid-June, they would get credit for full months worked (July-December) 6 months X 8 hours= 48 hours vacation time in their bank on January 1<sup>st</sup>. Then the next year they would get the full 2 weeks.

**VACATION**

**SECTION 6.2  
PAGE 1 OF 3**

**AFSCME, Article 20; FOP, Article 26;  
IAFF, Article 18; OPBA, Article 25; Teamsters, Article 25**

Full-time employees are entitled to vacation with pay based upon length of continuous full-time service with the City as follows:

- A. The employee shall accumulate one (1) day for each full calendar month worked during the first five (5) consecutive years of service to a maximum of ten (10) days each year. Vacation, holidays, sick days, compensatory time, or any time an employee is in an active pay status shall be considered as time worked for purposes of vacation computation.

---

**Avon Lake**-Our new hire vacation policy for all union employees is as follows:

**ARTICLE 14**  
**VACATIONS**

- 14.01 All full-time employees covered by this Agreement who have been in the continuous employment of the City for a period of twelve (12) months or more preceding January 1 shall be allowed an annual vacation with pay of two (2) normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months preceding January 1 will receive one (1) full day of vacation for each full month of employment during the previous one year up to a maximum of two normal work weeks.

**Avon Lake : New hires with prior service** do receive additional vacation time on their one-year anniversary:

Next page

(i) Pursuant to the current standing provisions in the multiple CBA's currently in effect the following shall apply to non-bargaining, full-time, employees:

(1) Non-bargaining full-time employees who have had prior service (full- or part- time) with the City of Avon Lake and/or any other municipal agency(ies) with the State of Ohio, shall be credited such time for the purposes of calculating vacation time: such calculations shall equal the provisions of the current Collective Bargaining Agreements. Such credit shall be restricted to the past ten years as outlined union CBA.

(2) Non-bargaining, full-time employees, who have served in any branch of the United States military and who have received an honorable discharge, shall receive credit for vacation time calculated (above). Active-duty time will be used for the basis of such calculations and such time shall be restricted to the past ten years in keeping with the intent of division (a) above. Active duty will be defined for these purposes as time listed on the official DD 214 discharge paperwork itemized as "active duty."

**SECTION 31.13 VACATION**

**Section 1.** Effective December 1, 2020, each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

- A. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- B. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
- C. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- D. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- E. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- F. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
- G. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.
- H. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- I. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.

- J. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- K. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- L. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- M. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
- N. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.  
(Ord. 102-20, 203-20)

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

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Department Head is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.
- B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.
- C. Basic Work Week. A basic work week as used in Section 31.09.
- D. The vacation period is from the first day of the calendar year through the last day of the calendar year.
- E. For the year 2020, the requirement that employees take off three weeks before being compensated for unused vacation described in Section A shall be waived at the discretion of the appointing authority of the employee.
- F. For the year 2020, the last day of the vacation period shall be December 31, 2020 rather than the last day of the payroll year as described in Section D.  
(Ord. 79-17, 130-17, 102-20, 203-20, 200-21)

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

Ord. 79-17

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-104 - 5/13  
Committee: Finance

**FROM:** Keith H. Dirham  
**DATE:** Thursday, April 25, 2024  
**SUBJECT:** Sick Time Payout

**SUMMARY AND BACKGROUND:**

It has been brought to my attention that the City's existing sick time payout policy is NOT in compliance with the ORC. Specifically, ORC 124.39 (B) (attached) states:

"Except as provided in division (C) of this section, an employee of a political subdivision covered by section 124.38 or 3319.141 of the Revised Code may elect, at the time of retirement from active service with the political subdivision, and with ten or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-fourth the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive one or more payments under this division, but the aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of thirty days of accrued but unused sick leave."

The City's current policy is defined in section 31.14 (also attached). Section L directs that employees with ten (10) or more years of service with the City shall be paid 37.5% of the value of their unused sick time up to 400 hours (50 days) which is 37.5% of 1,067 hours.

Note that the ORC requires us to pay 25% up to 30 days for any employee with at least ten (10) years with the City or any combination of the City, the State, and various political subdivisions of the State. I have submitted this to Mr. Huber to check my understanding of the statute.

**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: We have a scheduled retirement on June 7 that must be paid based on my understanding of the ORC but is NOT to be paid based on my understanding of the City's policy.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



## Ohio Revised Code

### Section 124.39 Unused sick leave.

Effective: October 25, 1995

Legislation: Senate Bill 99 - 121st General Assembly

As used in this section, "retirement" means disability or service retirement under any state or municipal retirement system in this state.

(A)(1) Except as provided in division (A)(3) of this section, an employee of a state college or university may elect, at the time of retirement from active service and with ten or more years of service with the state or any of its political subdivisions, to be paid in cash for one-fourth of the value of the employee's accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made under this division shall be for one-fourth of one hundred twenty days.

(2) A state college or university may adopt a policy allowing an employee to receive payment for more than one-fourth the value of the employee's unused sick leave or for more than the aggregate value of thirty days of the employee's unused sick leave, or allowing the number of years of service to be less than ten.

(3) Notwithstanding the provisions of division (A)(1) of this section, any employee who retired from the university of Cincinnati on or after September 25, 1978, and on or before November 15, 1981, may be paid in cash for up to one-half of the value of the employee's accrued but unused sick leave credit up to a maximum of sixty days if the employee otherwise meets the service and other requirements necessary to receive such payment and if any such payment has deducted from it any amount previously paid to the employee from the employee's accrued but unused sick leave credit at the time of the employee's retirement.

(B) Except as provided in division (C) of this section, an employee of a political subdivision covered by section 124.38 or 3319.141 of the Revised Code may elect, at the time of retirement from active service with the political subdivision, and with ten or more years of service with the state, any



political subdivisions, or any combination thereof, to be paid in cash for one-fourth the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive one or more payments under this division, but the aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of thirty days of accrued but unused sick leave.

(C) A political subdivision may adopt a policy allowing an employee to receive payment for more than one-fourth the value of the employee's unused sick leave or for more than the aggregate value of thirty days of the employee's unused sick leave, or allowing the number of years of service to be less than ten. The political subdivision may also adopt a policy permitting an employee to receive payment upon a termination of employment other than retirement or permitting more than one payment to any employee.

Notwithstanding section 325.17 or any other section of the Revised Code authorizing any appointing authority of a county office, department, commission, or board to set compensation, any modification of the right provided by division (B) of this section, and any policy adopted under division (C) of this section, shall only apply to a county office, department, commission, or board if it is adopted in one of the following ways:

- (1) By resolution of the board of county commissioners for any office, department, commission, or board that receives at least one-half of its funding from the county general revenue fund;
- (2) By order of any appointing authority of a county office, department, commission, or board that receives less than one-half of its funding from the county general revenue fund. Such office, department, commission, or board shall provide written notice to the board of county commissioners of such order.
- (3) As part of a collective bargaining agreement.

A political subdivision may adopt policies similar to the provisions contained in sections 124.382 to 124.386 of the Revised Code.



**SECTION 31.14 SICK LEAVE.**

(A) Each full-time City employee shall be entitled, for each completed eighty (80) hours of service, sick leave of 4.615 hours based on the employee's regular hourly wage. Unused sick leave shall be cumulative without limit.

(B) Employees may use such sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the employee's immediate family. For purposes of this Article, immediate family is defined as parent, mother-in-law, father-in-law, sister, brother, spouse, child, or stepchild.

(C) A full-time employee may also use three days of such sick leave, upon approval of the responsible administrative officer of the employing unit, for each death in their immediate family. Immediate family shall be defined to include the employee's spouse, children, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law. A death certificate or obituary notice in the newspaper is necessary for payment. The City may approve two additional sick leave days off for funeral leave for funerals or other legitimate reasons related to the death of an employee's immediate family member. (Ord. 209-21)

(D) Employees unable to report for any of the reasons in Sections B and C, must report their anticipated absence to the department supervisor one-half hour before the start of their shift on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Full-time employees who fail to provide the required one-half hour notice will not be paid for the time off.

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

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

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

(G) Sick leave time off is for the employee's recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine, or doctor's visits, during an employee's normal working

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

(H) Any non-union employee shall be permitted to convert two (2) days of sick leave to two (2) days of stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section, but hours are deducted from sick time balance. *The stress days under this section must be utilized within six months of when they are earned, and shall only be taken with the advance approval of the supervisor or department head, except where the day is used in an emergency situation.*

(I) The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. (The responsible administrative officer of the employing unit may require the employee to furnish satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.)

(Ord. 104-17, Ord. 102-20)

(J) In addition to Section (A) above, each City employee shall be entitled to sick leave of thirty (30) days annually with pay, upon approval of the responsible administrative officer of the employing unit, for absence due to injury or occupational disease, where such injury has occurred or occupational disease has been contracted in the course of employment with the City of Medina, provided the same were not purposely self-inflicted. Unused sick leave under this section shall not be cumulative. The responsible administrative officer of the employing unit may require the employee to furnish a satisfactory affidavit that this absence was caused by injury or illness while working on the job for the City. The additional sick leave provided in this section is to be used only after accumulated sick leave as provided elsewhere in this Article has been depleted. (Ord. 102-20)

(K) Wage Continuation Policy. (see Exhibit A attached) (Ord. 182-05)

(L) A City employee providing two-weeks notification and continuing to work that two-week period, may elect, at the time of retirement and/or resignation from active service with the City and with ten (10) or more years of full-time service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be four hundred (400) hours. (Ord. 97-14, Ord. 41-21)

In the event of the death of a full time employee, the estate may request payment for 37.5%

of the value of the accrued but unused sick leave credit as described above provided the employee has five (5) or more years of service with the City. The maximum payment that may be made under this section shall be four hundred hours (400 hours). (Ord. 97-14)

(M) A new employee who has accumulated sick leave with another political entity shall be allowed to transfer a maximum number of six hundred hours (600 hours) of unused sick leave upon employment with the City.

(N) Sick Leave Donation Program. The Sick Leave Donation Program is established to allow City employees to donate sick days to fellow employees who have been injured on duty or have a prolonged non-duty related serious illness or injury, or an immediate family member suffering from a serious illness or injury that requires the employee's care during normal working hours, that have exhausted all of the injured/ill employee's sick time, accumulated compensatory time, and vacation time.

Whenever an employee, or someone on their behalf, requests sick leave donation from other employees, the request will be forwarded in writing to the next Board of Control meeting for review. The Board of Control shall review:

- 1) That the employee, or immediate family member, is suffering from a serious illness or injury, verified by a doctor/physician, that will require the employee to be out of work for at least thirty work days;
- 2) That the requesting employee has depleted, or will deplete, all available leave time, including sick time, vacation time, and accumulated compensatory time; and
- 3) That the requesting employee has not received a sick leave donation in the past twelve (12) months;
- 4) Upon review of items 1, 2 and 3 above, the Board of Control shall either approve or deny the request for approval to permit donation of sick leave.

If the Board of Control approves the sick leave donation, the following procedure will take place:

- 1) The requesting employee may choose one of the following options for requesting the donations:
  - (a) The requesting employee or designee will personally notify those employees that are requesting donations from. Once notifications are made, the requesting employee will advise the Finance Payroll Clerk in writing of which employees were contacted and the date of the notification. The employees donating the time will have fifteen (15) days after notification to complete a form indicating the willingness to donate to the requesting employee.
  - (b) The Finance Department Payroll Clerk will include, in the next issued pay check, a memo to all employees in the requesting employee's department advising of the serious illness or injury to a City employee and approval of Board of Control to donate sick leave. The memo will include the date by which sick leave donations must be submitted, but no later than fifteen (15) days after the date of the memo or paycheck.

- (c) The Finance Department Payroll Clerk will include, in the next issued pay check, a memo to all employees advising of the serious illness or injury to a City employee and approval of Board of Control to donate sick leave. The memo will include the date by which sick leave donations must be submitted, but no later than fifteen (15) days after the date of the memo or paycheck.
- 2) Any employee with a sick leave balance of one hundred sixty hours (160) or greater may donate up to eighty (80) hours to the recipient employee, provided the donating employee's sick leave balance does not drop below one hundred twenty (120) hours. All donations are voluntary.
  - 3) A form is completed indicating the willingness to donate sick leave hours from donating employee to recipient employee, signed by donating employee and filed with the Finance Department Payroll Clerk.
  - 4) All donated sick hours remain with the recipient employee, whether used during the serious illness/injury or not.
  - 5) Hours donated are hour per hour, regardless of the donor or recipients hourly rate.
  - 6) There will be a cap of one thousand forty (1040) hours that may be donated by employees to a requesting employee within a twelve (12) month period. This will provide six (6) months of additional paid leave.

(Ord. 138-02)

## CITY OF MEDINA

### WAGE CONTINUATION POLICY

The City of Medina offers an “Injury Leave Policy” (Wage Continuation Program) to any employee who suffers a compensable industrial injury or illness subject to the below mentioned items.

#### QUALIFICATIONS

1. Payment to Wage Continuation benefits will be in lieu of workers’ compensation loss time benefits. The payment of medical benefits will continue to be responsibility of the Ohio Bureau of Workers’ Compensation.
2. The Board of Control shall have complete discretion to offer, terminate, limit, or extend Wage Continuation benefits.
3. The injury or illness must be determined to be compensable by the City of Medina, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
4. Competent medical proof of disability must be provided via Form C-84 or Physician’s Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable.
5. The employee must complete a FROI-1 *First Report of Injury* application and sign a wage agreement, medical release and an election form.
6. The City of Medina reserves the right to have the employee examined by a physician of its choice at the City’s cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of Wage Continuation benefits.
7. Wage Continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers’ compensation lost time benefits, subject to the following limitations:

#### TERMINATION CONDITIONS

Wage Continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to a transitional “limited duty” assignment consistent with his/her restrictions as approved by the injured workers’ treating physician.
4. The claim is found to be fraudulent after payment has been commenced.
5. Violation of any City of Medina policy or guideline.

### **GENERAL CONDITIONS**

In order to prevent administrative delays and wage loss associated with claims compensable by the Bureau of Workers’ Compensation, the City of Medina will, in compensable claims, continue to pay wages at the same rate of pay the injured worker was making at the time of injury. This rate will be multiplied by the usual number of scheduled hours per week. The payment of the City of Medina will take the place of payment by the Bureau of Workers’ Compensation. Wage Continuation will be made only during period(s) of time that workers’ compensation benefits would otherwise be paid by the Bureau. In most cases, payments will immediately commence upon receipt of disability proof and a completed claim application. The payments by the City of Medina will be subject to the same tax withholding requirements as the employee’s regular weekly wage.

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-105-5/13

FROM: MEDINA MUNICIPAL COURT

Committee: Finance

DATE: April 23, 2024

SUBJECT: Ohio Law Enforcement Body Armor Program

**SUMMARY AND BACKGROUND:** Medina Municipal Court respectfully requests Medina City Council to accept funds from Ohio Law Enforcement Body Armor Program for body armor and carriers.

5 qty.	G-Force Vest	\$859.00 per vest	\$4,295.00
5 qty.	Guardian Carrier	\$240.00 per carrier	\$1,200.00
<b>TOTAL</b>			<b>\$5,495.00</b>
Grant Award			\$4,121.25

Estimated Cost: \$1,373.75

Suggested Funding:

- sufficient funds in Account No. 001-0705-51131
- 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:

# REQUEST FOR COUNCIL ACTION

No. RCA 24-106-5/13  
Committee Finance

**FROM:** Andrew Dutton

**DATE:** 5/1/24

**SUBJECT:** PY24 Community Housing Impact and Preservation Program (CHIP)

## SUMMARY AND BACKGROUND:

The State of Ohio, Department of Development, Office of Community Development PY24 Community Housing Impact and Preservation Program Guidelines encourage communities to partner with other communities in their respective County increasing the amount of funding available. The City of Medina has elected to partner with the City of Brunswick on one single application. By electing to file an application under a Partnership Agreement, each community is eligible for \$350,000 in funds, for a total of \$700,000.

The City of Medina has been designated by the partnership to be the lead agency or "grantee" for the Partnership to facilitate applying for, implementing, and administering the grant. The City of Medina is applying for the grant with the understanding that, if awarded, the City of Medina, as the "Grantee" is responsible for and has authority over the entire PY2024 Community Housing Impact and Preservation Program (CHIP) grant award.

This is a request that Kleinfelder, Inc. be authorized and directed to file on behalf of the City of Medina an application with the Ohio Department of Development for funding under the PY24 CHIP Program for the purpose of funding housing improvements for low and moderate income (LMI) homeowners.

The first public meeting was held on February 27, 2024 to discuss the programs and funding sources. The second public meeting will be held on May 15, 2024 to announce the proposed projects as follows as a result of public input and City Administration input.

The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

1. Private Owner Rehabilitation approximately \$390,000. Approximately (6) housing structures in the Cities of Medina and Brunswick will receive housing rehabilitation assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible properties must be located in the City of Medina or City of Brunswick. All loans will be made at a 0% interest, completely forgivable after five years. Funding Source – HOME Funds.
2. Home Repair Assistance approximately \$210,000. Approximately (10) housing structures in the Cities of Medina and Brunswick will receive home repair assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.
3. Tenant Based Rental Assistance approximately \$16,000. Approximately (10) families will receive Tenant Based Rental Assistance for first month's rent, security deposit and utility deposit in the City of Medina or City of Brunswick. The Assistance will be in the form of a grant. Funding Source – HOME funds.



4. Administration approximately \$79,000. Administration is requested to reimburse the Community for staff time dedicated to CHIP projects. The funds could also be used to retain program consultants for the grant period. Funding Source – CDBG and HOME Funds
5. Fair Housing approximately \$5,000. Funding Source – CDBG Funds.

TOTAL GRANT REQUEST: \$700,000

In the event the grant is awarded to the City, a request will be made authorizing the Mayor to accept the grant and enter into any and all documentation necessary for the implementation and administration of said grant including but not limited to the Partnership Agreement with the City of Brunswick and Consultant Contract.

**Estimated Cost:**

**Suggested Funding: \$700,000**

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

**Emergency Clause Requested:** Yes

**Reason:** The PY24 CHIP Application is due June 20, 2024.

---

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

# REQUEST FOR COUNCIL ACTION

No. RCA 24-107-5/13  
Committee Finance

**FROM:** Andrew Dutton

**DATE:** 5/1/24

**SUBJECT:** PY24 Community Housing Impact and Preservation Program (CHIP) Partnership Agreement

## SUMMARY AND BACKGROUND:

The State of Ohio, Development Services Agency, Office of Community Development has established the PY24 Community Housing Impact and Preservation (CHIP) Program Guidelines.

The Cities of Brunswick and Medina have opted to form a partnership for the purpose of submitting one single application in order to increase said grant dollars. By electing to file an application under a Partnership Agreement, each community is eligible for \$350,000 per community.

A request that the Mayor be authorized and directed to enter into the attached Partnership Agreement with the City of Brunswick for the purpose of filing an application with the Ohio Development Services Agency for funding under the PY24 CHIP. The purpose of funding provides housing improvements for low and moderate income homeowners in each community. Medina City further agrees to be the Grantee for the purpose of the grant administration and will be reimbursed fees to provide same.

A copy of the Contract is attached. The contract is subject to the review and approval of the City of Medina Law Director and the City of Brunswick 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:** Yes

**Reason:** The PY24 CHIP Application is due June 20, 2024.

---

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

**State of Ohio**  
**PY2024 Community Housing Impact and Preservation (CHIP) Program**  
**Partnership Agreement**  
**Between the Cities of Medina and Brunswick, Ohio**

**WHEREAS**, the City of Medina, OH will be submitting a PY2024 CHIP Grant Application to the Ohio Department of Development (ODOD) due *June 20, 2024*; and

**WHEREAS**, ODOD has determined that the Cities of Medina and Brunswick are eligible CHIP program “partner” participants for the PY2024 funding round enabling the City of Medina to apply for \$400,000 and City of Brunswick for \$300,000; for a total grant of \$700,000 for housing assistance to income eligible households; and

**WHEREAS**, without this partnership agreement, the City of Medina would have been eligible for only \$400,000 of CHIP Grant Funds; and

**WHEREAS**, the Cities of Medina/Brunswick Housing Advisory Committee at its *April 23, 2024*, meeting supported the continuation of the partnership arrangement between the Cities of Medina and Brunswick for the PY2024 CHIP Grant Application; and

**WHEREAS**, the Cities of Medina and Brunswick reviewed and approved the PY2024 CHIP Partnership arrangement; and

**WHEREAS**, the Cities of Medina and Brunswick agree to form a partnership for the purpose of applying for a PY2024 CHIP Grant Application; and

**WHEREAS**, the City of Medina has agreed to be the Grantee and fiscal agent for the entire PY2024 CHIP Grant and be responsible for the preparation of the PY2024 CHIP Application and for the administration of the grant in accordance with the CHIP rules and regulations as required by ODOD;

**NOW, THEREFORE**, the Cities of Medina and Brunswick do hereby agree to the following terms of this PY2024 CHIP Partnership Agreement:

1. That the City of Medina will be responsible for the preparation of the PY2024 CHIP Grant Application due *June 20, 2024*, which will include the partnership arrangement between the Cities of Medina and Brunswick as stipulated herein.
2. That the City of Medina will be the Grantee (recipient of the PY2024 CHIP Grant) and be responsible for the overall administration and implementation of said grant.
3. That this agreement will be in full force and effect for the duration of the PY2024 CHIP Grant Period which will be from December 1, 2024, until April 30, 2027.

4. That this agreement cannot be withdrawn or terminated by any parties while it remains in effect.
5. That through this partnership agreement, the City of Medina is eligible to apply for \$700,000 of CHIP Grant Funds that may include Federal Community Development Block Grant (CDBG) and HOME Investment Partnership Program Funds (HOME) and State of Ohio Housing Trust Fund (OHTF) monies to fund private owner rehabilitation loans, home repair grants, and Tenant-Based Rental Assistance (see planned budget - final numbers to be determined by ODOD based on available funding).
6. That for the PY2024 CHIP Grant, the City of Medina CHIP Program Policies and Procedures Manual will be utilized for the administration of the grant.
7. As required by ODOD, the Cities of Medina and Brunswick will use respective CHIP Program Income as leverage/in conjunction with the PY2024 City of Medina CHIP Grant Application and program if funded.
8. That the City of Medina agrees to retain and track the use of CHIP Program Income deriving from said Grant and use it to fund CHIP-eligible housing activities in both Cities of Medina and Brunswick, throughout the Medina/Brunswick CHIP Service Area.
9. That the City of Medina will provide copies of the ODOD CHIP status reports to the City of Brunswick, as requested, and provide updates on program status throughout the grant period.
10. That the City of Medina will be the repository of all applicable PY2024 CHIP program records for monitoring purposes and agrees to retain all applicable records for the required time period from the date of grant completion, currently three years.
11. That the Cities of Medina and Brunswick agree to take actions necessary to assure compliance with the certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.
12. That the Cities of Medina and Brunswick agree that CHIP funds are prohibited for activities that do not affirmatively further fair housing within their own jurisdiction or that impede the Grantee's actions to comply with its fair housing certification. Noncompliance can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).

13. That the Cities of Medina and Brunswick do designate Kleinfelder, Inc. and its CHIP staff to be Representatives of the Local Public Agency (LPA) and that staff may be responsible for executing certain necessary CHIP contract documentation used for Private Rehabilitation and Home Repair, including, but not limited to, the HOME Written Agreement.

**14. CHIP GRANT FUNDS PARTNERSHIP PY2024 PLANNED BUDGET**

The CHIP grant funds will be budgeted and distributed between the two partners, the Cities of Medina and Brunswick, for use in respective jurisdiction service areas. The Cities' CHIP service areas extend to the respective corporation limits. The budget amounts shown in the table below will be in effect for an initial period of nine (9) months, unless other arrangements are approved by both Cities, after which any remaining unspent grant funds will be available and expended throughout the partnering jurisdictions CHIP Program Service Area regardless of the original program budget.

**PY2024 CHIP Activities Planned Budget**  
(Includes \$5,328.69 from City of Brunswick HOME Program Income)

Partnering Jurisdiction	Activity	Activity Budget	Outcomes
City of Medina	Private Owner Rehabilitation	\$231,960	3
	Home Repair - Owner	\$90,000	3
City of Brunswick	Private Owner Rehabilitation	\$163,368	2
	Home Repair - Owner	\$120,000	4
Within Cities of Medina and Brunswick (TBD)	Tenant-Based Rental Assistance (TBRA)	\$16,000	10
TOTAL		\$621,328 <i>(\$616,000 CHIP &amp; \$5,328 PI)</i>	22

**THE UNDERSIGNED REPRESENTATIVES OF THIS PY2024 CHIP PARTNERSHIP AGREEMENT HEREBY AGREE TO THE ABOVE-STATED TERMS AND CONDITIONS ON RESPECTIVE DATES SET FORTH ON SIGNATORY PAGES.**

**SEE SIGNATORY PAGES.**

**SIGNATORY: PY2024 CHIP PARTNERSHIP AGREEMENT  
CITY OF MEDINA, OHIO**

\_\_\_\_\_  
**Mayor Dennis Hanwell**  
City of Medina, OH

\_\_\_\_\_  
**Witness**

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This PY2024 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Medina. The terms and provisions of said Agreement are fully authorized under the State of Ohio and local law. This Agreement provides full legal authority for the City of Medina, as the PY2024 CHIP Grantee.

**Approved as to Form and Sufficiency:**

\_\_\_\_\_  
**City Attorney**

Date: \_\_\_\_\_

**SIGNATORY: PY2024 CHIP PARTNERSHIP AGREEMENT  
CITY OF BRUNSWICK, OHIO**

\_\_\_\_\_  
**Carl DeForest**  
**City Manager**  
**City of Brunswick, OH**

\_\_\_\_\_  
**Witness**

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

**Legal Form and Sufficiency**

This PY2024 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Brunswick. The terms and provisions of said Agreement are fully authorized under the State of Ohio and local law.

**Approved as to Form and Sufficiency:**

\_\_\_\_\_  
**City Attorney**

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

*OK Finance  
5-7-24*

**REQUEST FOR COUNCIL ACTION**

No. 24-108-5/13  
Committee Finance

**FROM:** Kimberly Marshall

**DATE:** May 7, 2024

**SUBJECT:** Request to Proceed with Special Energy Project and Adoption of Levying Special Assessments

**SUMMARY AND BACKGROUND:**

The City of Medina formed an Energy Special Improvement District in 2019 to all for businesses, companies, non-profits and government entities to use a development tool called PACE (Property Assessed Clean Energy) Financing. The Legacy Hotel of Medina would like to use this tool as part of their financing package.

This request is for council to:

- 1) Adopt via Ordinance the Petition for Special Assessments for a Special Energy Improvement Project and a Supplemental Plan for the Medina County Energy Improvement District Under Chapter 1710 of the ORC
- 2) Authorize the Mayor and/or Finance Director to enter into any and all documents necessary in connection with the Petition and Supplemental Plan
- 3) To Authorize and Levy Special Assessments for the Purpose of Acquiring, Constructing and Improving Certain Public Improvements in the City of Medina in Cooperation with the City of Medina Energy Special Improvement District and
- 4) To Approve A Cooperative Agreement and a Special Assessment Agreement in Connection with Such Improvements and Special Assessments

*Note: Full 113 page packet  
Available by request  
- Contact Council Clerk*

**Suggested Funding: NONE**

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

**Emergency Clause Requested: NO**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A PETITION FOR SPECIAL ASSESSMENTS FOR A SPECIAL ENERGY IMPROVEMENT PROJECT AND A SUPPLEMENTAL PLAN FOR THE MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT UNDER CHAPTER 1710 OF THE OHIO REVISED CODE; AUTHORIZING THE MAYOR AND/OR DIRECTOR OF FINANCE TO ENTER INTO ANY AND ALL DOCUMENTS NECESSARY IN CONNECTION WITH THE PETITION AND SUPPLEMENTAL PLAN; TO AUTHORIZE AND LEVY SPECIAL ASSESSMENTS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF MEDINA IN COOPERATION WITH THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC. DBA MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT; AND TO APPROVE A COOPERATIVE AGREEMENT AND A SPECIAL ASSESSMENT AGREEMENT IN CONNECTION WITH SUCH IMPROVEMENTS AND SPECIAL ASSESSMENTS

WHEREAS, the City of Medina created the Medina County Energy Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Medina Energy Special Improvement District, Inc., to govern the District, and property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement project”, and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code, with Section 1710.01(G) of the Revised Code providing that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and

WHEREAS, Legacy Hotel of Medina, LLC, an Ohio limited liability company (the “Petitioner”), is the owner of 100% of the fee simple interest in the property described on **Exhibit A** attached hereto (the “Property”), and Petitioner has caused the completion of an energy assessment of the Property; and

WHEREAS, the Petitioner will implement the Authorized Improvements (defined below), and be subject to the Special Assessments (defined below); and

WHEREAS, the energy assessment has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Section 1710.01(K) of the Revised Code, which Petitioner has determined to proceed with implementing in conjunction with financing to be secured by and repaid through special assessments; and

WHEREAS, Petitioner has submitted to this Council the Petition for Special Assessments for Special Energy Improvement Projects (the “Petition”) seeking (i) the addition of the Property to the District and (ii) approval of an amendment to the District’s comprehensive plan for special

energy improvement projects to include the Legacy Hotel & Event Center Project (the “Special Energy Improvement Project”) and requesting that the Special Energy Improvement Project be undertaken by the District and that the costs thereof be specially assessed against the Property specially benefited thereby; and

WHEREAS, a complete list and description of the Special Energy Improvement Project is on file with the Clerk of this Council and is attached as **Exhibit B** to this Resolution, which provides the following information for the Special Energy Improvement Project:

1. Identification of the parcel number and name of the Property/building to be improved;
2. A description of the nature of the Special Energy Improvement Project for the particular parcel;
3. The estimated amount of the special assessment to be levied against the Property (the “Special Assessments”) and the number of years the Special Assessments will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law).

WHEREAS, the total dollar cost of the Special Energy Improvement Project, including accrued interest and the associated closing costs, is estimated to be \$4,580,000.00, each semi-annual special assessment payment represents the payment of a portion of the principal of and interest, the program administration fee and the lender servicing fee due with respect to each semi-annual payment and the total amount to be assessed against the property pursuant to this Ordinance is \$9,115,993.98; and

WHEREAS, the cost of the Special Energy Improvement Project will be funded through bonds issued by the Development Finance Authority of Summit County (the “Issuer”) and the bonds will be repaid over time from the Special Assessments paid by the Petitioner; and

WHEREAS, the Special Assessments for the Special Energy Improvement Project are to be paid in semi-annual payments to be collected with first-half and second-half real property taxes in calendar years 2026 through 2043; and

WHEREAS, the plans and specifications for the Special Energy Improvement Project are on file with the Clerk of this Council; and

WHEREAS, the Petitioner, pursuant to the Petition, has (a) waived all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Medina City Charter and the Medina Codified Ordinance and (b) consents to the immediate imposition of the Special Assessments upon the Property specially benefited by Special Energy Improvement Project; and

WHEREAS, this special assessment process is a voluntary process with one hundred percent of the cost of the Special Energy Improvement Project being assigned to the specially benefited Property and this Ordinance accepts and approves the petition from Petitioner, determines to proceed with the Special Energy Improvement Project, and levies the final costs of

the Special Energy Improvement Project, as certified by the Petitioner, against the benefited Property;

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

- SEC. 1:** Each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Petition.
- SEC. 2:** This Council approves the Petition and the Supplemental Plan attached to the Petition as Exhibit B thereto, both of which are now on file with the Clerk of Council.
- SEC. 3:** The Mayor and/or Director of Finance are each authorized to enter into any and all agreements necessary in connection with the Petition and Supplemental Plan.
- SEC 4:** It is hereby declared necessary, and a vital and essential public purpose of the City, to improve the Property by providing for special energy improvement projects on the Property in the form of the Special Energy Improvement Project, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition, all of which is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of the Council.
- SEC. 5:** The plans and specifications and total cost of the Special Energy Improvement Project, as included in the Petition, and now on file in the office of the Clerk of the Council are approved. The Special Energy Improvement Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Special Energy Improvement Project included in the Petition.
- SEC. 6:** This Council declares that its intention is to proceed or to cooperate with the District to proceed with the acquisition, installation, equipment, and improvement of the Special Energy Improvement Project described in the Petition. The Special Energy Improvement Project shall be made in accordance with the provisions of the plans, specifications, profiles, and estimates of cost approved by Section 4 of this Ordinance.
- SEC. 7:** Pursuant to Section 1710.02(G)(4) of the Revised Code, this Council determines that the Special Energy Improvement Project to be constructed and implemented on the Property is not required to be owned exclusively by the City for its purposes, for uses determined by this Council, as the legislative authority of the City, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban

areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Council accordingly authorizes the board of directors of the District to act as its agent to sell, transfer, lease, or convey the Special Energy Improvement Project to be constructed and implemented on the Property. The consideration the board of directors of the District must obtain from any sale, transfer, lease, or conveyance of the Special Energy Improvement Project on the Property is any consideration greater than or equal to \$1.00.

**SEC. 8:** Pursuant to and subject to the provisions of the valid Petition signed by the owner of 100% of the fee simple interest in the Property, the entire cost of the Special Energy Improvement Project shall be paid by the Special Assessments levied against the Property and to be paid by the owner of the fee simple interest in the Property, which is the benefited property. The provisions of the Petition are ratified, adopted, approved and incorporated into this Ordinance as if set forth in full in this Ordinance. The portion of the costs of the Special Energy Improvement Project allocable to the City will be 0%. The City does not intend to issue securities in anticipation of the levy or collection of the Special Assessments.

**SEC. 9:** The Director of Finance of the City (the "Director of Finance") or the Director of Finance's designee has caused to be prepared and filed in the office of the Clerk of the Council the estimated Special Assessments and the cost of the Special Energy Improvement Project in accordance with the method of assessment set forth in the Petition. The estimated Special Assessments and cost of the Special Energy Improvement Project are hereby adopted.

**SEC. 10:** This Council accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Ohio Revised Code, Chapter 1710 of the Ohio Revised Code, and the Charter of the City of Medina, Ohio, and consents to the immediate imposition of the Special Assessments upon the Property. This waiver encompasses, but is not limited to, waivers by the Owner of the following rights:

- (i) The right to notice of the adoption of a resolution of necessity under Sections 727.13 and 727.14 of the Ohio Revised Code;
- (ii) The right to limit the amount of the Special Assessments under Sections 727.03 and 727.06 of the Ohio Revised Code;
- (iii) The right to file an objection to the Special Assessments under Section 727.15 of the Ohio Revised Code;
- (iv) The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and 727.17 of the Ohio Revised Code;
- (v) The right to file any claim for damages under Sections 727.18 through 727.22 of the Ohio Revised Code and Section 727.43 of the Ohio Revised Code;

- (vi) The right to notice that bids or quotations for the Project may exceed estimates by 15%;
- (vii) The right to seek a deferral of payments of Special Assessments under Section 727.251 of the Ohio Revised Code;
- (viii) The right to notice of the passage of the assessing ordinance under Section 727.26 of the Ohio Revised Code; and
- (ix) Any and all procedural defects, errors, or omissions in the Special Assessment process.

**SEC. 11:** The list of Special Assessments to be levied and assessed on the Property in an amount sufficient to pay the costs of the Special Energy Improvement Project, which is \$9,115,993.98, including other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to pay costs of the Special Energy Improvement Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses, which costs were set forth in the Petition and previously reported to this Council and are now on file in the offices of the Clerk of Council, is adopted and confirmed, and that the Special Assessments are levied and assessed on the Property. The interest portion of the Special Assessments, which shall accrue at the annual rate of 7.75%, together with amounts used to pay administrative expenses, has been determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds been issued by the District.

The Special Assessments are assessed against the Property commencing in tax year 2025 for collection in 2026 and shall continue through tax year 2042 for collection in 2043; provided, however, if the proceedings relating to the Special Assessments are completed at such time that the County Auditor of Medina County, Ohio (the "County Auditor") determines that collections shall not commence in 2026, then the collection schedule may be deferred by one year. The semi-annual installments of the Special Assessments shall be collected in each calendar year equal to a semi-annual amount of Special Assessments as shown in **Exhibit C**, attached hereto and incorporated into this Ordinance. The Special Assessments may be levied and collected before the Special Energy Improvement Project is commenced.

The Special Assessments shall be allocated in proportion to the benefits which may result from the Project among the parcels constituting the Property as set forth in the Petition and the List of Special Assessments attached hereto as **Exhibit C** and incorporated herein.

**SEC. 12:** This Council finds and determines that the Special Assessments are in proportion to the special benefits received by the Property as set forth in the Petition and are not in excess of any applicable statutory limitation.

- SEC. 13:** The Owner has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments of the Special Assessments shall be certified by the Clerk of Council to the County Auditor as provided by the Petition and Section 727.33 of the Ohio Revised Code to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.
- SEC. 14:** The Special Assessments will be used by the City to pay the cost of the Special Energy Improvement Project in cooperation with the District in any manner, including assigning the Special Assessments actually received by the City to the District or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes. The Director of Finance or the Director of Finance's designee shall keep the Special Assessments on file in the office of the Director of Finance.
- SEC. 15:** This Council hereby approves the Cooperative Agreement by and among the Issuer, City, the District, the Owner, and U.S. Bank Trust Company, National Association (the "Cooperative Agreement"), a copy of which is on file with the Clerk of Council. The Mayor or the Mayor's designees are hereby authorized to sign and deliver, in the name and on behalf of the City, the Cooperative Agreement, in substantially the form as is now on file with the Clerk of this Council. The Cooperative Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor or the Mayor's designees, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Cooperative Agreement or amendments to the Cooperative Agreement.
- SEC. 16:** The City is hereby authorized to enter into such other documents, instruments, or agreements that are not inconsistent with this Ordinance and that are approved by the Mayor or the Mayor's designees, on behalf of the City, all of which shall be conclusively evidenced by the signing of such agreements or any amendments to such agreements. The Mayor or the Mayor's designees are hereby authorized to sign and deliver, in the name and on behalf of the City, any such additional documents, instruments, or agreements.
- SEC. 17:** In compliance with Section 319.61 of the Revised Code, the Clerk of Council is directed to deliver a certified copy of this Ordinance to the County Auditor within 15 days after its passage.
- SEC. 18:** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

**SEC. 19:** In accordance with Article III, Section 11 of the Charter of the City, this Ordinance provides for improvements petitioned for by the owners of a majority of the foot frontage of the property benefitted and to be specially assessed therefor, and, therefore, shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

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

SIGNED: \_\_\_\_\_  
Mayor

*OK  
Dr. Howell  
5-224*

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-109-5/13  
*Finance*

FROM: Nino Piccoli  
DATE: May 7, 2024  
SUBJECT: Maintenance Agreement

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council approval for the respective changes made to the Maintenance Agreement between the City of Medina and the County of Medina for Boundary Roads. This agreement has been in place for longer than fifty years as such, several updates were necessary to reflect the maintenance currently being performed. Please note that the last changes were made in April 1996.

**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:



MAINTENANCE AGREEMENT  
BETWEEN  
MEDINA COUNTY AND THE CITY OF MEDINA  
FOR BOUNDARY ROADS

---

WHEREAS, Section 307.15 of the Ohio Revised Code provides that the Board of County Commissioners may enter into an agreement with the legislative authority of any municipal corporation and such legislative authority of the Municipal Corporation may enter into agreements with the Board of County Commissioners whereby the Board undertakes and is authorized by the contracting subdivision, to exercise any power, perform any function or render any service, on behalf of the contracting subdivision or its legislative authority which it could exercise on its own behalf; and

WHEREAS, the County of Medina ("County") and the City of Medina ("City") agree that the efficient maintenance of boundary roads requires a formal maintenance agreement ("Agreement"); and

WHEREAS, it is agreed that the general maintenance responsibility should be defined for the full width of the road rights-of-way for each section of roadway maintained; and

WHEREAS, it is agreed that winter maintenance responsibility of said boundary roads by the removal of ice and snow and/or the application of salt or abrasives should be defined; and

WHEREAS, it is agreed that a policy and system for the issuance of highway-related permits is in the best interest of public health and welfare; and

WHEREAS, the County of Medina and the City of Medina mutually agree that a formal agreement regarding the maintenance of portions of said roads by the other, constitutes

adequate consideration for entering into this Agreement; and

WHEREAS, this Agreement replaces the Maintenance Agreement entered into by and between the Parties hereto dated as of April 8, 1996.

NOW, THEREFORE, the parties in exchange for consideration of the following terms and agreement, each to the other, enter into this formal Agreement:

**SECTION I. - DEFINITION - GENERAL MAINTENANCE RESPONSIBILITY:**

- a. Pavement maintenance, including minor surface treatment, and/or resurfacing not exceeding two-inch (2") thickness.
- b. Vegetation control, including weeds, brush and trees.
- c. Application of pavement markings, except there shall be no changes in existing Street Marking Patterns on the above roads without prior written agreement of both parties.
- d. Guardrail repair and installation.
- e. Erection and repair of all uniform traffic control devices, except that the maintaining agency shall not be responsible for erection of additional regulatory signing or additional regulatory devices required as a result of the other party's legislative actions.
- f. Public health and welfare (dirt, obstacles, liquid spills, etc.).
- g. Minor pavement base repair.
- h. Repair of berms and roadside ditches.
- i. Cleaning, repairing and replacing of culverts and drainage systems.

**SECTION II. - DEFINITION - WINTER MAINTENANCE OPERATIONS:**

- a. Snow and ice removal.
- b. Application of abrasives.

**SECTION III. - ROADWAY MAINTENANCE SECTIONS:**

Upon the completion of the signing of this Agreement, the jurisdiction having responsibility for General Maintenance Operations and/or Winter Maintenance Operations on boundary line roads as defined in SECTION I. and SECTION II., shall be as follows:

**A. Medina County General Maintenance Sections:**

- (1) West Smith Road – beginning at a point in line with the Medina City West Corporation Line (North) and 2,621 feet west of the centerline of Lake Road and continuing west.
- (2) Lake Road – beginning at a point in line with the Medina City South Corporation Line (East) and 4,545 feet south of the centerline of Lafayette Road and continuing south.
- (3) Branch Road – beginning at a point in line with the Medina City West Corporation Line (North) and 4,157 feet west of the centerline of West Liberty Street and continuing west.
- (4) Abbeyville Road beginning at a point in line with the Medina City South Corporation Line (East) and 2,340 feet north of the centerline of West Liberty Street and continuing north.
- (5) Marks Road (State Road) – beginning at a point in line with the Medina City North Corporation Line (East) and 500 feet north of the centerline of Birch Hill Drive and continuing north.
- (6) Ryan Road – beginning at a point in line with the Medina City South Corporation Line (West) and 1,110 feet south of the centerline of Lafayette Road and continuing south.
- (7) East Smith Road – beginning at a point in line with the Medina City East Corporation Line (South) and 292 feet east of the centerline of Timber Trail and continuing east.

**B. Medina County Winter Maintenance Sections:**

- (1) West Smith Road - beginning at Commerce Drive and continuing west.
- (2) Lake Road - beginning at the Medina City South Corporation Line (East) and continuing south.
- (3) Marks Road (State Road) - beginning at Birch Hill Drive ~~the Medina City North Corporation Line (East)~~ and continuing north.
- (4) Branch Road - beginning at Commerce Drive and continuing west.
- (5) Ryan Road - beginning at ~~Plymouth Street~~ West Sturbridge Drive and continuing south.
- (6) Abbeyville Road - beginning at ~~the driveway to the John S. Grimm Inc. Company (4559 Abbeyville Road)~~ West Liberty Street (S.R. 18) and continuing north.
- (7) East Smith Road - beginning at Timber Trail and continuing east.

**C. City of Medina General Maintenance Sections:**

- (1) West Smith Road – beginning at a point in line with the Medina City West Corporation Line (North) and 2,621 feet west of the centerline of Lake Road and continuing east.
- (2) Lake Road – beginning at a point in line with the Medina City South Corporation Line (East) and 4,545 feet south of the centerline of Lafayette Road and continuing north to West Smith Road.
- (3) Branch Road – beginning at a point in line with the Medina City West Corporation Line (North) and 4,157 feet west of the centerline of West Liberty Street and continuing east.

- (4) Abbeyville Road – beginning at a point in line with the Medina City South Corporation Line (East) and 2,340 feet north of the centerline of West Liberty Street and continuing south.
- (5) State Road (Marks Road)– beginning at a point in line with the Medina City North Corporation Line (East) and 500 feet north of the centerline of Birch Hill Drive and continuing south.
- (6) Ryan Road – beginning at a point in line with the Medina City South Corporation Line (West) and 1,110 feet south of the centerline of Lafayette Road and continuing north.
- (7) East Smith Road – beginning at a point in line with the Medina City East Corporation Line (South) and 292 feet east of the centerline of Timber Trail and continuing west.

**D. City of Medina Winter Maintenance Sections:**

- (1) West Smith Road - beginning at Commerce Drive and continuing east.
- (2) Lake Road - beginning at the Medina City South Corporation Line (East) and continuing north.
- (3) State Road (Marks Road) - beginning at Birch Hill Drive ~~the Medina City North Corporation Line (East)~~ and continuing south.
- (4) Branch Road - beginning at Commerce Drive and continuing east.
- (5) Ryan Road - beginning at ~~Plymouth Street~~ West Sturbridge Drive and continuing north.
- (6) Abbeyville Road – beginning at the driveway to the John S. Grimm Inc. Company (4559 Abbeyville Road) West Liberty Street (S.R. 18) and

~~continuing north.~~

- (6) East Smith Road - beginning at Timber Trail and continuing west.

**SECTION IV. - ISSUANCE OF HIGHWAY PERMITS:**

**A. Overweight and Oversize Permits:**

- (1) Overweight and oversize permits shall be issued by and in accordance with adopted rules and regulations of the subdivision having pavement maintenance responsibility as designated by SECTION III., A. and C.
- (2) The subdivision issuing the permit will set the amount of the bond required of the applicant based on the possible damage by the proposed move to the roadway, structures and utilities occupying the highway.
- (3) Overweight and oversize permit fees and inspection costs will be charged and collected by the subdivision having maintenance responsibility as designated by SECTION III, A. and C. and these fees and costs will be compatible with those fees and costs established by the subdivision in which the move will actually take place. If the proposed move will occur in both subdivisions, the applicant will be charged amounts based on fees and costs established by the subdivision that charges the greater amount.

**B. Utility Permits:**

~~Permits for approved utilities shall be issued to public and/or private utilities, companies or individuals for the installation of new or replacement pipes, conduits, sewers, power lines and poles, telephone lines and poles, television cables and poles, etc.~~ by and in accordance with adopted rules and regulations of the subdivision having maintenance responsibility as designated by SECTION III., A. and C. shall be issued as follows:

- (1) Utility permits shall be issued by and in accordance with adopted rules and regulations of the subdivision having maintenance responsibility as designated by SECTION III., A. and C.
- (2) The subdivision issuing the permit will set the amount of the bond required of the applicant based on the possible damage by the installation of the utility to the roadway, structures and other utilities occupying the highway.
- (3) Utility permit fees and inspection fees will be charged and collected by the subdivision having maintenance responsibility as designated by SECTION III., A. and C. and these fees will be compatible with the fees established by the subdivision in which the installation will occur, or if

the installation crosses from one subdivision to the other, in the subdivision in which the main utility line exists.

- (4) The subdivision that issues the permit will forward a copy to the other subdivision if the installation occurs wholly or in part within the latter's jurisdiction.
- (5) It is the intention of the parties herein to permit the subdivision having maintenance responsibility, as designated by Section III., A. and C. to issue service connection permits for utilities, without any intent of the parties to convey authority for the increase or addition of primary service facilities not previously provided.

**C. Driveway Permits:**

Driveway permits shall be issued by and in accordance with adopted rules and regulations of the subdivision having pavement maintenance responsibility as designated by Section III., A and C.

**SECTION V.**

The County of Medina and the City of Medina further agree that, in the event it is believed necessary and desirable that more extensive or unusual maintenance, repair, reconstruction or improvement should be performed, which is of such magnitude as to be beyond the scope of work considered in this agreement to be general maintenance, then such work may be performed by contract or by one or the other political subdivision upon the following conditions:

- A. Upon mutual written agreement of the parties hereto, as to the necessity, either Medina County or the City of Medina shall proceed to do the work by contract, or by means of their own work forces.
- B. After completion of the work, the entire cost shall be prorated to each subdivision.

**SECTION VI.**

- A. ~~The COUNTY OF MEDINA agrees to hold harmless, indemnify, and defend the City of Medina, its council, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to activities undertaken or failed to be undertaken by the County on Medina City's portion~~

~~of any of the roads listed in SECTION III., A. and B. of this agreement.~~

- B. ~~The CITY OF MEDINA agrees to hold harmless, indemnify, and defend the County of Medina, its council, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to activities undertaken or failed to be undertaken by the City on Medina County's portion of any of the roads listed in SECTION III., C. and D. of this agreement.~~

This Agreement shall be in effect for an indefinite term following ratification by the Medina County Commissioners and the City of Medina Council. It may be revised by mutual agreement between the parties. It may be rescinded by either party giving sixty (60) days written notice to the other.

#### **SECTION VII.**

No later than ninety (90) days after any annexation or detachment involving a County highway is recorded, the County of Medina and the City of Medina will meet and review SECTION III. of this Agreement. Any necessary adjustments to balance the miles of maintenance responsibility will be made at that time. Confirming legislation will be passed by both jurisdictions and copies attached to the agreement until such time as the agreement is revised.



IN WITNESS WHEREOF, the County of Medina and the City of Medina have caused this Maintenance Agreement to be executed in duplicate as of the dates written below:

COUNTY OF MEDINA

CITY OF Medina

\_\_\_\_\_  
Andrew Conrad, P.E., P.S., County Engineer

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF COMMISSIONERS  
MEDINA COUNTY, OHIO

\_\_\_\_\_  
Steven D. Hambley

Date: \_\_\_\_\_

\_\_\_\_\_  
Aaron M. Harrison

Date: \_\_\_\_\_

\_\_\_\_\_  
Colleen M. Swedyk

Date: \_\_\_\_\_

Approved as to legal form:

Approved as to legal form:

\_\_\_\_\_  
Brian M. Richter, Assistant County Prosecutor

\_\_\_\_\_  
Greg Huber, Law Director

ROAD MAINTENANCE AGREEMENT  
BETWEEN MEDINA COUNTY AND MEDINA CITY  
(GENERAL MAINTENANCE SECTIONS)

West Smith Road:

1. a. Medina City will maintain 1,511 feet of the south side of the road that is in Lafayette Township.
- b. Medina County will maintain 142 feet of the south side of the road that is in Medina City.
- c. The point of Begin/End Maintenance for each jurisdiction will be in line with the Medina City West Corporation Line (North).

Lake Road:

1. a. Medina City will maintain 3,043 feet of the west side of the road that is in Lafayette Township.
- b. Medina County will maintain 508 feet of the west side of the road that is in Medina City.
- c. The point of Begin/End Maintenance for each jurisdiction will be in line with the Medina City South Corporation Line (East).

Branch Road:

1. a. Medina City will maintain 250 feet of the south side of the road that is in Medina City.
- b. The point of Begin/End Maintenance for each jurisdiction will be the Medina City West Corporation Line (North).

Abbeyville Road:

1. a. Medina City will maintain 1,270 feet of the east side of the road and 210 feet on the west side of the road that is in York Township.

- b. Medina County will maintain 918 feet of the east side of the road and 272 feet on the west side of the road that is in Medina City.
- c. The point of Begin/End Maintenance for each jurisdiction will be in line with the Medina City South Corporation Line (East).

Marks Road (State Road):

- 1. a. Medina County will maintain 1,261 feet of the west side of the road and 150 feet of the east side of the road that is in Medina City.
- b. The point of Begin/End Maintenance for each jurisdiction will be in line with the Medina City North Corporation Line (East) 500 feet north of centerline of Birch Hill Drive.

Ryan Road:

- 1. a. Medina County will maintain 1,737 feet of the east side of the road that is in Medina City.
- b. The point of Begin/End Maintenance for each jurisdiction will be in line with the Medina City South Corporation Line (West).

East Smith Road:

- 1. a. Medina County will maintain 481 feet of the north side of the road and 292 feet of the south of the road that is in Medina City.
- b. The point of Begin/End Maintenance for each jurisdiction will be in the centerline of Timber Trail.

<u>Road Name</u>	<u>Medina City Maintenance</u>	<u>Medina County Maintenance</u>
West Smith	1511 feet	142 feet
Lake	3,043 feet	508 feet
Branch	----	250 feet
Abbeyville	1480 feet	1,190 feet
Marks	----	1,411 feet
Ryan	----	1,737 feet
East Smith	-----	<u>189 feet</u>
Total	6,034 feet	5,427 feet

ROAD MAINTENANCE AGREEMENT  
BETWEEN MEDINA COUNTY AND MEDINA CITY  
(WINTER MAINTENANCE SECTIONS)

West Smith Road:

1. a. Medina City will perform Winter Maintenance operations on 1,511 feet of the south side of the road that is in Lafayette Township.
- b. Medina County will perform Winter Maintenance operations on 963 feet of the south side of the road and 821 feet of the north side of the road that is in Medina City.
- c. The point of Begin/End for the Winter Maintenance for each jurisdiction will be in line with the centerline of Commerce Drive.

Lake Road:

1. a. Medina City will perform Winter Maintenance operations on 3,043 feet of the west side of the road that is in Lafayette Township.
- b. Medina County will perform Winter Maintenance operations on 508 feet of the west side of the road that is in Medina City.
- c. The point of Begin/End Winter Maintenance for each jurisdiction will be in line with the Medina City South Corporation Line (East).

Branch Road:

1. a. Medina City will perform Winter Maintenance operations on 557 feet of the south side of the road and 307 feet of the north side of the road that is in Medina City.
- b. The point of Begin/End for the Winter Maintenance for each jurisdiction will be in line with the centerline of Commerce Drive.

Abbeyville Road:

1. a. ~~Medina City~~ will perform Winter Maintenance operations on ~~520 feet~~ of the east side of the road and ~~210 feet~~ on the west side of the road that is in York Township.
- a. Medina County will maintain ~~918 feet~~ 1,985 feet of the east side of the road and ~~1,022 feet~~ 2,425 feet on the west side of the road that is in Medina City.
- b. The point of Begin/End Winter Maintenance for each jurisdiction will be in line with the centerline of West Liberty Street (S.R. 18), ~~of the driveway to the John S. Grimm Inc. Company at 4559 Abbeyville Road.~~

Marks Road (State Road):

1. a. Medina County will maintain ~~1,261 feet~~ 1,789 feet of the west side of the road and ~~150 feet~~ 679 feet of the east side of the road that is in Medina City.
- b. The point of Begin/End Winter Maintenance for each jurisdiction will be in line with the ~~Medina City North Corporation Line (East) 500 feet north of centerline of Birch Hill Drive.~~

Ryan Road:

1. a. Medina City will perform Winter Maintenance operations on 219 feet of the east side of the road and 1,475 feet of the west side of the road that is in Lafayette Township.
- b. Medina County will maintain ~~1,737 feet~~ 358 feet of the east side of the road that is in Medina City.
- c. The point of Begin/End Winter Maintenance for each jurisdiction will be in line with the centerline of West Sturbridge Drive.

East Smith Road:

1. a. Medina County will perform Winter Maintenance operations on 481 feet of the north side of the road and 292 feet of the south of the road that is in Medina City.
- b. The point of Begin/End Winter Maintenance for each jurisdiction will be in the centerline of Timber Trail.



# REQUEST FOR COUNCIL ACTION

*OK of Town 5-7-24*

No. RCA 24-110-513

FROM: Jansen Wehrley *JSW*  
 DATE: May 7, 2024  
 SUBJECT: Amend 31.05, 31.07, 31.02(B)(1) - Parks Dept.

Committee: Finance

## SUMMARY AND BACKGROUND:

I respectfully request Council authorization to amend the job description and upgrade the pay scale of the Park Maintenance Technician from 32A-F to 34 A-F, abolish the Turf Technician position from the Pay Code, and change our number of Part-time Union Laborer employees from 5 to 6.

Over the last two years, we have struggled to find anyone who is qualified to fill the Turf Technician position. Our Parks Maintenance Technician has taken courses, received his license and certifications, and is able to perform the duties this part-timer covered. As such, we would like to increase the pay and revise the job description.

The Park Maintenance Technician job description has been updated with language from the Turf Technician's job description so, this employee would be responsible to cover all those duties as needed. The Turf Technician received a 7% pay increase above Part-time Union Laborer rate. Currently the Park Maintenance Technician makes Union Pay 32 A-F (\$21.57-\$27.53/hr.) I would like to move this to Union Pay 34 A-F (\$23.78-\$30.36/hr.) so that the position is in line with the Sexton and Tree Care Technician. This way there will likely be stability in the Parks department and hopefully this employee will not search for other opportunities. The Sexton and Tree Care Tech are both at Union Pay 34.

The Civil Service Commission reviewed and approved the job description changes, pending final approval of the Law Director, at their meeting on May 1, 2024.

See attached and below.

2024 Parks Staff Grid without proposed changes					Cost of 2024 Half Year	Cost of 2025 Full Year	Cost of 2026 Full Year	Cost of 2027 Full Year	Cost of 2028 Full Year	Cost of 2029 Full Year	
<i>Charts show current 2024 pay rates per Union Contract</i>											
	Pay Step	Annual Hours	Hourly Rate	Pay	Total Cost of Position, with 18%						
Turf Tech PT	PT	1508	\$ 21.97	\$ 33,130.76	\$						
Maintenance Tech FT	32F	2080	\$ 27.53	\$ 57,262.40	\$						
<b>TOTAL</b>		<b>3588</b>		<b>\$90,393.16</b>	<b>\$</b>						
<b>Total Cost of Positions Effected</b>											
2024 Parks Staff Grid with proposed changes											
	Pay Step	Annual Hours	Hourly Rate	Pay	Total Cost of Position, with 18%						
Abolish Turf Tech, convert to PT Laborer	PT	1508	\$ 20.53	\$ 30,959.24	\$						
Convert Maint Tech 32 to Maint Tech 34	34E	2080	\$ 28.91	\$ 60,132.80	\$						
<b>TOTAL</b>		<b>3588</b>		<b>\$91,092.04</b>	<b>\$</b>						
<b>Total Cost of Positions Effected</b>											
					\$ 825	\$412	\$4,515	\$4,606	\$4,698	\$4,792	\$4,888
											<b>Total cost of conversio \$23,911</b>

### Suggested Funding: Carryforward

- sufficient funds in Account No. 104-0301
- 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:

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Maintenance Technician

**REPORTS TO:** Director of Parks, Recreation, Cemetery and Forestry or Foreman, or Arborist

**DEPARTMENT/DIVISION:** As assigned

**CIVIL SERVICES STATUS:** Classified

**JOB STATUS:** As assigned

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The work in this class is manual labor of more than ordinary difficulty that often involves the use of acquired skill and calls for the use of some skills acquired by experience or on-the-job training. An employee in this classification usually works under the supervision the Parks Foreman or Arborist who issues oral work orders and inspects work frequently. An employee in this classification may be assisted by unskilled laborers.

**ESSENTIAL JOB FUNCTIONS:**

Performs a variety of semi-skilled construction, maintenance tasks, landscaping, tree maintenance, and lawn care.

**Assists Director or Foreman in preparing and performing annual turf maintenance needs.**

**Turf maintenance functions such as seeding, sodding, fertilizing, aerating, spraying, soil preparation and irrigation.**

Assists Parks Foreman in the maintenance and repair of City equipment and property.

Performs repairs on park property including, but not limited to: pavilions, fences, sports fields, parking lots, splash pads, athletic field lighting, a wide variety of mechanical equipment, and playground structures.

Assists in street or sidewalk repair and resurfacing.

Assists Department personnel as needed.

Prepares and maintains City facilities including mowing, athletic field preparation, turf grass maintenance, litter and trash pick-up, hiking trail maintenance, fence repair and dragging and lining ball fields.

Operates chain saws, wood chippers, jackhammers, cut-off saws, pick-up trucks, backhoes, and other equipment and vehicles as assigned.

Assists in snow removal, including in parks, municipal parking lots, driveways, and streets as directed.

Sharpens chain saws, axes, sickles and other tools.

Prepares soil and plants and cultivates flowers, grass and shrubs.

Collects waste from various City park locations.



Assembles and maintains a variety of parks and recreation equipment.

Paints City equipment and property as assigned.

Work may include digging footers, building concrete forms, pouring and finishing concrete, patching storm pipe, laying asphalt, hauling debris, removing or pruning trees, and removing snow.

Assists in daily maintenance of vehicles and equipment.

Reports illegal and inappropriate behavior to Supervisors.

Cleans and repairs vandalized City property.

Maintains regular and consistent attendance.

Fills in for and assists the Parks Foreman or Arborist as needed or required.

Able to perform the physical demands including but not limited to having the strength and agility sufficient to lift and maneuver heavy objects and the ability to climb into and operate large equipment and trucks. Along with bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching, and working on irregular surfaces and in the open on moving vehicles throughout the work day.

Other duties as assigned.

#### EDUCATION, TRAINING AND EXPERIENCE:

- Experience in performing semi-skilled maintenance or construction tasks.
- At least two years of experience in tree maintenance, landscaping, or lawn care preferred.
- **At least three years of turf maintenance preferred.**
- **CPR First Aid certification**
- High school diploma or GED preferred, or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

#### License:

- Must have and maintain a valid driver's license issued by the State of Ohio and must remain insurable under the City of Medina's vehicle insurance plan. Commercial driver's license preferred.
- **Valid commercial applicator license (Core) from Ohio Department of Agriculture. Additional certifications of Turf (8) and Ornamentals and Weeds (6c) preferred, or the ability to obtain additional certifications within 6 months.**

#### QUALIFICATIONS:

##### Knowledge of:

- Semi-skilled maintenance and manual tasks;
- **Application of dry and liquid fertilizers and pesticides;**
- **Ability to properly calibrate and maintain application equipment as required;**
- **Understand the occupational hazards and regulations associated with turf maintenance;**
- Plumbing, carpentry, and electrical;

- Traffic and safety regulations; and
- Accident prevention practices.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- **Create reports and record keeping as required by the Ohio Department of Agriculture;**
- **Identify disease, insects, weeds, soil conditions and different methods for treatment;**
- Operate equipment and machinery by both night and day;
- Lift at least 60 pounds on a regular basis;
- Pass a pre-employment drug test, physical examination, background check and Department of Motor Vehicle report;
- Observe unsafe conditions of roadways; and
- Understand and follow complex oral and written instructions.

ENVIRONMENTAL ELEMENTS:

This position requires that the employee stand or walk most of a scheduled shift with bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching, and working on irregular surfaces and in the open on moving vehicles. It also involves working outside in all types of weather situations and occupational exposure to interaction with citizens.

WORKING CONDITIONS:

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

EQUIPMENT USED:

Operates chain saws, jackhammers, wood chippers, riding and push mowers, pick-up trucks, bucket trucks, **tractor mounted, walk behind, and backpack turf application equipment**, backhoes, and other equipment and vehicles as assigned.

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

EMPLOYEE ACKNOWLEDGMENT: \_\_\_\_\_

DATE: \_\_\_\_\_

ABOLISH from Sec. 31.07 and Remove from Pay Code 31.02 (B)(1) increase Part-time Laborers from 5 to 6

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Turf Technician

**REPORTS TO:** Parks Foreman

**DEPARTMENT/DIVISION:** Parks

**CIVIL SERVICES STATUS:** Unclassified

**JOB STATUS:** Part-Time

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The work in this class is manual labor of more than ordinary difficulty that often involves the use of acquired skill and calls for the use of some skills acquired by experience or on-the-job training. An employee in this classification usually works under the supervision of a foreman or superintendent who issues oral work orders and inspects work frequently. An employee in this classification may be assisted by unskilled laborers.

**ESSENTIAL JOB FUNCTIONS:**

Assists Parks Superintendent in preparing and performing annual turf maintenance needs

Turf maintenance functions such as seeding, sodding, fertilizing, aerating, spraying, soil preparation, and irrigation.

Performs a variety of semi-skilled construction and maintenance tasks.

Assists Department personnel as needed.

Prepares and maintains City facilities including mowing, athletic field preparation, turf grass maintenance, litter and trash pick-up, hiking trail maintenance, fence repair and dragging and lining ball fields.

Acts as assistant to mechanics, carpenters, sign painters, and other tradesmen when special skills are not required.

Operates chain saws, jackhammers, cut-off saws, pick-up trucks and other equipment and vehicles as assigned.

Assists in snow removal.

Sharpens saws, axes, sickles and other tools.

Prepares soil and plants and cultivates flowers, grass and shrubs.

Collects waste from City park locations and from the back of packer truck.

May install City playground equipment and perform minor maintenance to equipment and facilities.

Paints City equipment and property as assigned.

ORD 66-19

ABOLISH from Sec. 31.07 and Remove from Pay Code 31.02 (B)(1) increase Part-time Laborers from 5 to 6

Work may include digging footers, building concrete forms, pouring and finishing concrete, patching storm pipe from the inside, laying asphalt, hauling debris and removing snow.

Assists in daily maintenance of vehicles and equipment.

Reports illegal and inappropriate behavior to Supervisors.

Cleans and repairs vandalized City property.

Maintains regular and consistent attendance.

Able to perform the physical demands including but not limited to having the strength and agility sufficient to lift and maneuver heavy objects and the ability to climb into and operate large equipment and trucks. Along with bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching, and working on irregular surfaces and in the open on moving vehicles throughout the work day.

**EDUCATION, TRAINING AND EXPERIENCE:**

Some experience in performing semi-skilled maintenance or construction tasks. High school diploma or GED preferred, or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

At least (3) years of turf maintenance preferred

CPR First Aid certification

**License:**

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

Valid commercial applicator license (Core) from Ohio Department of Agriculture. Additional certifications of Turf (8) and Ornamentals and Weeds (6c) preferred, or the ability to obtain additional certifications within 6 months.

**QUALIFICATIONS:**

**Knowledge of:**

- Semi-skilled maintenance and manual tasks;
- Application of dry and liquid fertilizers and pesticides;
- Ability to properly calibrate and maintain application equipment as required;
- Understand the occupational hazards and regulations associated with turf maintenance;
- Traffic and safety regulations; and

ABOLISH from Sec. 31.07 and Remove from Pay Code 31.02 (B)(1) increase Part-time Laborers from 5 to 6

- Accident prevention practices.

**Ability to:**

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Create reports and record keeping as required by the Ohio Department of Agriculture;
- Identify disease, insects, weeds, soil conditions and different methods for treatment;
- Operate equipment and machinery by both night and day;
- Lift at least 60 pounds on a regular basis;
- Pass a pre-employment drug test, physical examination, background check and Department of Motor Vehicle report;
- Observe unsafe conditions of roadways; and
- Understand and follow complex oral and written instructions.

**ENVIRONMENTAL ELEMENTS:**

This position requires that the employee stand or walk most of a scheduled shift with bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching, and working on irregular surfaces and in the open on moving vehicles. It also involves working outside in all types of weather situations and occupational exposure to interaction with citizens.

**WORKING CONDITIONS:**

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

**EQUIPMENT USED:**

Operates chain saws, jackhammers, riding and push mowers, pick-up trucks, tractor mounted, walk behind, and backpack turf application equipment, and other equipment and vehicles as assigned.

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

EMPLOYEE ACKNOWLEDGMENT: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUEST FOR COUNCIL ACTION**

From: Pau Rose, Council-At-Large

No. RCA 22-259-11/28

Date: 16-Nov-2022

Committee: Finance  
5-13-24 (DISCUSSION)

Subject: Room Tax for Hotels, Motels, and other transient stays.

**Summary and background:**

Requesting council to enact a bed tax for any transient stay in the city of Medina. This is to include and not limited to hotels, motels, BnB's, and similar places of temporary stay. The additional income can be used for economic development, general fund, maintenance of public parking, and/or any tourist related funding. Recommend a rate of ~~6%~~ <sup>3%</sup>, the same as the Hampton Inn at 71 & 18.

- 11-28-22 Paul - we are limited to 3%.
- County has 3% tax
- Coyne - how many other hotels + motels?
- Keith - we get about \$1,000/year now.
- County currently gives back to visitors bureau.
- Dennie: who's going to collect it? do the legwork.
- Keith will call City of Independence
- 5-1-24 - Per Paul Rose - bring back for discussion

Estimated Cost: \$0

**Suggested Funding:**

Sufficient Funds in Account: N/A  
 Transfer Needed From:  
 To:  
 New Appropriation Needed into Account:

Emergency Clause Requested: Yes \_\_\_ No \_\_\_

Reason:

**COUNCIL USE ONLY:**

Committee Recommendation:  
11-28-22 HOLD

Ord./Res.:

## Kathy Patton

---

**From:** Paul Rose  
**Sent:** Sunday, November 27, 2022 7:53 PM  
**To:** Council Offices  
**Cc:** Dennis Hanwell; Kathy Patton; Greg Huber; Keith Dirham  
**Subject:** 22-259 Room Tax ...

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

All:

Hope your Thanksgiving was relaxing and uneventful.

In the finance packet for 28-Nov, I submitted RCA 22-259. It will have to be amended slightly to a rate of 3%, as that is the max allowed by ORC 5739.08, below. The county can impose 3%, for a maximum of 6%. I am waiting for a response from Scott Miller regarding the county's tax rate. I hope to have it by the meeting.

**Section 5739.08 | Municipal or township excise lodging taxes.**

<https://codes.ohio.gov/ohio-revised-code/section-5739.08>

**(A) A municipal corporation or township may levy an excise tax for any lawful purpose not to exceed three per cent on transactions by which lodging by a hotel is or is to be furnished to transient guests in addition to the tax levied by section 5739.02 of the Revised Code.**

*NOTE: 5739.02 is the sales tax section.*

**(B) The legislative authority of a municipal corporation or the board of trustees of a township that is not wholly or partly located in a county that has in effect a resolution levying an excise tax pursuant to division (A) of section 5739.09 of the Revised Code may, by ordinance or resolution, levy an additional excise tax not to exceed three per cent on transactions by which lodging by a hotel is or is to be furnished to transient guests.**

*Note: This allows the city to set an additional tax to a max of 3% if the county already has a 3% tax (As I read it, 6%). There are some exceptions that will require more review by the finance and law departments.*

Below are some examples of potential income. The 99 rooms is for illustration only. I used the same 68% occupancy and \$150 room rate estimates as provided by Mr. Gerspacher during the meetings earlier in the process.

Rooms	Max Annual	Avg Occupancy	Room Rate	Potential Income to city	Room Rate	Tax Rate
99	36135	24572	\$3,685,800.00	\$110,574.00	\$150.00	0.03
75	27375	18615	\$2,792,250.00	\$83,767.50	\$150.00	0.03
75	27375	18615	\$2,792,250.00	\$55,845.00	\$150.00	0.02
75	27375	18615	\$2,792,250.00	\$27,922.50	\$150.00	0.01

I hope this information is helpful.

Sheet1

Rooms Swizzle	Max Annual	Avg Occupancy	Room Revenue	Potential Income to city	Room Rate	Tax Rate
77	28105	68.00%	\$3,229,759.00	\$96,892.77	\$169.00	3.00%
77	28105	19111	\$3,229,759.00	\$64,595.18	\$169.00	2.00%
77	28105	19111	\$3,229,759.00	\$32,297.59	\$169.00	1.00%



**CHAPTER 895**

Brunswick

**Transient Lodging Tax**

- 895.01 Definitions.**
- 895.02 Levy.**
- 895.03 Use.**
- 895.04 Collection.**
- 895.05 Rules and regulations.**

**895.01 DEFINITIONS.**

As used in this chapter, the following definitions shall apply:

- (a) "Hotel": As defined in Ohio R.C. 5739.01(M) as it now exists or is hereinafter amended by the General Assembly.
- (b) "Transient guests": As defined in Ohio R.C. 5739.01(N) as it now exists or is hereinafter amended by the General Assembly.  
(Ord. 50-11. Passed 7-11-11.)

**895.02 LEVY.**

There is hereby levied an excise tax at the rate of three percent (3%) on all transactions within the City of Brunswick by which lodging is furnished by a hotel to transient guests. (Ord. 50-11. Passed 7-11-11.)

**895.03 USE.**

All revenue derived from this tax shall be deposited in the City of Brunswick General Fund. (Ord. 50-11. Passed 7-11-11.)

**895.04 COLLECTION.**

Every hotel shall collect the tax herein levied commencing on the date of adoption of Resolution No. 63-08 and make a return and payment to the City of Brunswick Director of Finance on forms supplied by the Department of Finance no later than January 31, April 30, July 31 and October 31 for the preceding quarter. (Ord. 50-11. Passed 7-11-11.)

**895.05 RULES AND REGULATIONS.**

The Department of Finance shall establish rules and regulations necessary to provide for the administration of said tax including, but not limited to, proper notification to all hotels, a consistent reporting format, any imposition of a penalty and/or interest for late or non-payment. (Ord. 50-11. Passed 7-11-11.)

**CODIFIED ORDINANCES OF BRUNSWICK**

**Transient Occupancy Tax**

- 183.01 Definitions.
- 183.02 Purpose, rate and application of tax.
- 183.03 Payment of tax.
- 183.04 Records.
- 183.05 Tax to be separately stated and charged.
- 183.06 Returns required.
- 183.07 Refunds.
- 183.08 Failure to collect and report tax; determination by Administrator.
- 183.09 Appeals.
- 183.10 Actions to collect.
- 183.11 Rules and regulations.
- 183.12 Interpretation.
- 183.99 Penalty.

**CROSS REFERENCES**

Finance Director - see CHTR., Art. IV , Sec. 2; ADM. Ch. 133

Admissions Tax - see ADM. Ch. 181

Income Tax - see ADM. Ch. 191

**183.01 DEFINITIONS.**

(a) Generally. For the purposes of this chapter, the terms, phrases, words and their derivatives shall have the meanings given in this section. The singular shall include the plural, and the masculine shall include the feminine and the neuter.

(b) Administrator. "Administrator" means the Finance Director or his authorized representative.

(c) Hotel or Motel. "Hotel" or "motel" means every establishment kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered for consideration to guests, in which five or more rooms are used for the accommodation of such guests, whether such rooms are in one or several structures.

(d) Transient Guest. "Transient guests" means a person occupying a room or rooms for sleeping accommodations for less than thirty consecutive days.

(e) Vendor. "Vendor" means the person who is the owner or operator of the hotel or motel and who furnishes the lodging.

(Ord. 1972-27. Passed 3-14-72.)

**183.02 PURPOSE, RATE AND APPLICATION OF TAX.**

For the purpose of providing revenue for the City, there is hereby levied an excise tax on transactions by which lodging by a hotel or motel is or is to be furnished to transient guests. The tax shall be three percent of the amount paid or to be paid by the transient guest for the lodging.

The tax, which shall be known as the transient occupancy tax, applies and is collectible at the time the lodging is furnished, regardless of the time when the price is paid. The tax does not apply to lodging furnished to the State or any of its political subdivisions. For the purpose of the proper administration of this chapter and to prevent evasion of the tax, it is presumed that all lodging furnished by hotels in the City to transient guests is subject to the tax until the contrary is established.

(Ord. 1972-27. Passed 3-14-72.)

**183.03 PAYMENT OF TAX.**

The tax imposed by this chapter shall be paid by the transient guest to the vendor, and each vendor shall collect from the transient guest the full and exact amount of the tax payable on each taxable lodging. The tax required to be collected under this chapter shall be deemed to be held in trust by the vendor until paid to the Administrator

as provided in Section 183.06. If for any reason the tax due is not paid to the vendor, the Administrator may require that such tax be paid directly to the Administrator.

No exemption shall be granted except upon a claim therefor made at the time rent is collected and under penalty of perjury upon a form prescribed by the Administrator. All claims of exemption shall be made in the manner prescribed by the Administrator.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.04 RECORDS.**

Each vendor shall keep complete and accurate records of lodging furnished, together with a record of the tax collected thereon. Such records shall be open during business hours to the inspection of the Administrator and shall be preserved for a period of three years, unless the Administrator, in writing, consents to their destruction within that period, or by order requires that they be kept longer.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.05 TAX TO BE SEPARATELY STATED AND CHARGED.**

The tax shall be stated and charged separately from the charge for the lodging and shall be shown separately on any record thereof at the time the occupancy is arranged or contracted and charged for, and upon every evidence of occupancy or any bill or statement or charge made for the occupancy issued or delivered by the vendor.

No vendor shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the vendor, or that it will not be added to the amount charged for the lodging, or that, if added, any part will be refunded, except in the manner provided in this chapter.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.06 RETURNS REQUIRED.**

Each vendor shall, on or before the last day of the month, make and file a return for the preceding month, on forms prescribed by the Administrator, showing the receipts from furnishing lodging, the amount of tax due from the vendor to the City for the period covered by the return, and such other information as the Administrator deems necessary for the proper administration of this chapter. The Administrator may extend the time for making and filing returns. Returns shall be filed by delivering or mailing the same to the Administrator together with payment of the full amount of tax shown to be due thereon.

The Administrator may authorize vendors whose tax liability is not such as to merit monthly returns, as determined by the Administrator upon the basis of administrative costs of the City, to make and file returns at less frequent intervals. Such authorization shall be in writing and shall indicate the intervals at which returns are to be filed.

All claims for exemption from tax filed by transient guests with the vendor during the reporting period shall be filed with the return.

All returns and payments submitted by each vendor shall be treated as confidential by the Administrator and shall not be released by him except upon order of a court of competent jurisdiction or to an officer or agent of the United States, the State, the County or the City, for official use only.

The Administrator, if he deems it necessary in order to insure the payment of the tax imposed by this chapter, may require returns and payments to be made for other than monthly periods. The returns shall be signed by the vendor or his authorized agent.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.07 REFUNDS.**

The Administrator shall refund or grant credits to vendors for the amount of taxes paid illegally or erroneously or paid on any illegal or erroneous assessment where the vendor had not reimbursed himself from the transient guest. A transient guest may obtain a refund or credit for the amount of taxes paid illegally or erroneously but only when the tax was paid by the transient guests directly to the Administrator. No refund shall be paid unless the claimant establishes his right thereto by written records showing his entitlement thereto and makes a claim in writing on forms furnished by the Administrator, stating, under penalty of perjury, the specific grounds upon which the claim is founded. Such claim shall be filed with the Administrator within three years of the date of payment.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.08 FAILURE TO COLLECT AND REPORT TAX; DETERMINATION BY ADMINISTRATOR.**

If any vendor fails or refuses to collect the transient occupancy tax or to file a return and to make a remittance of the tax or any portion thereof, as required by this chapter, the Administrator shall proceed in such manner as he deems best to obtain information on which to base his estimate of the tax due. When the Administrator has such information as he is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any vendor who has failed or refused to collect the same or to file a return and to make a remittance of the proper amount thereof, he shall proceed to determine and assess against such vendor the tax, penalty and interest provided for in this chapter.

In case such determination is made, the Administrator shall give notice of the amount so assessed by serving it personally or by registered or certified mail. Such vendor may, within ten days after the serving or mailing of such notice, make application in writing to the Administrator for a hearing on the amount assessed. If application by the vendor is not made within the time prescribed, the tax, penalty and interest determined by the Administrator shall become final and conclusive and immediately due and payable. If such application is made, the Administrator shall give not less than five days written notice in the manner prescribed in this section to the vendor to show cause at a time and place fixed in the notice why the amount specified therein should not be fixed for such tax, penalty and interest. At any such hearing, the vendor may appear and offer evidence why such specified tax, penalty and interest should not be so fixed. After such hearing, the Administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this section of such determination and the amount of such tax, penalty and interest. The amount determined to be due shall be payable after fifteen days.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.09 APPEALS.**

Appeals from any ruling or determination of the Administrator with respect to the amount of the transient occupancy tax, penalty and interest shall be made to Council.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.10 ACTIONS TO COLLECT.**

Any tax required to be paid by a transient guest under the provisions of this chapter shall be deemed a debt owed by the transient guest to the City. Any such tax collected by a vendor which has not been paid to the City shall be deemed a debt owed by the vendor to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City for the recovery of such amount.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.11 RULES AND REGULATIONS.**

The Administrator shall have power to adopt rules and regulations, not inconsistent with the terms of this chapter, for carrying out and enforcing the payment, collection and remittance of the transient occupancy tax. A copy of such rules and regulations shall be published, as in the case of ordinances, before they become effective and copies shall be printed and made available in the office of the Administrator.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.12 INTERPRETATION.**

It is the intent of this chapter to levy an excise tax of three percent on transactions by which lodging by a hotel is or is to be furnished to transient guests as referred to and authorized by Ohio R. C. 5739. 02(C). Accordingly, this chapter shall be construed to effectuate that purpose and so as to be consistent with any requirement of law, compliance with which is a prerequisite to the validity of the tax intended to be levied hereby.

(Ord. 1972-27. Passed 3-14-72.)

#### **183.99 PENALTY.**

(a) Any vendor who fails to collect or remit any tax imposed by this chapter within the time required shall pay a penalty equal to ten percent of the amount of the tax and interest at the rate of six percent per year upon the unpaid amount in addition to the tax.

(b) Whoever violates any of the provisions of this chapter shall be fined not more than five hundred dollars (\$500. 00) or imprisoned not more than six months, or both.

(Ord. 1972-27. Passed 3-14-72.)

## CHAPTER 184

### Hotel and Motel Guest Registry

**184.01 Definition.**

**184.02 Guest register required/retention.**

**184.03 Register to be open for inspection.**

**184.99 Penalty.**

#### **184.01 DEFINITION.**

(a) Hotel or Motel. "Hotel" or "motel" means every properly licensed establishment under the Ohio Revised Code, kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered for consideration to guests, in which five or more rooms are used for the accommodation of such guests, whether such rooms are in one or several structures.

(b) Operator. "Operator" means the person at the time of guest registration who is responsible for the day-to-day operations of the hotel or motel.

(Ord. 2012-13. Passed 4-3-12.)

#### **184.02 GUEST REGISTER REQUIRED/RETENTION.**

(a) A guest register shall be maintained at all times and the hotel or motel operator shall require each person to whom a room is let for occupancy to provide the true name and address of each guest in the register prior to renting or occupying the same. In the case of husband and wife, one person may sign for both. A parent or guardian may sign for children in their care. The operator shall verify the name and address of each person renting a room by a picture identification issued by a governmental entity. No person shall be permitted to rent a room without presenting a valid identification.

(b) The operator at the time of signing shall note opposite the name of each guest the room number or numbers of the room or rooms assigned for occupancy and the time and date of beginning such occupancy. When a guest relinquishes occupancy, the operator shall note in the register the time and date of leaving. All registration requirements shall be made electronically and printable or recorded manually using ink and shall not be in any manner erased, obliterated or defaced.

(c) The guest register shall be available for inspection by law enforcement personnel during regular business hours for one year following the date of entry in the register.

(Ord. 2012-13. Passed 4-3-12.)

#### **184.03 REGISTER TO BE OPEN FOR INSPECTION.**

Guest registers shall be open for inspection by members of the Police and Fire Departments and Building Department for the purposes of conducting investigations pursuant to the Codified Ordinances of the City or the Ohio Revised Code.

(Ord. 2012-13. Passed 4-3-12.)

#### **184.99 PENALTY.**

Whoever violates this chapter is guilty of a misdemeanor of the first degree.

(Ord. 2012-13. Passed 4-3-12.)

Please send your monthly report and check to:  
City of Independence  
6800 Brecksville Rd.  
Independence, Ohio 44131  
Attn: Finance Department

Gross Sales \_\_\_\_\_  
(month/year)

\_\_\_\_\_

3% Tax Collected

\_\_\_\_\_

Payment Enclosed

\_\_\_\_\_

Located:  
Hotel Name  
Hotel Address

Mail to:  
Hotel Name  
Hotel Contact  
Hotel Address

**TRANSIENT GUEST TAX**

Wadsworth

**§ 34.55 ESTABLISHMENT OF TAX.**

It is hereby deemed necessary to the health, safety and general welfare of the residents of the city that a tax be levied upon all rents received by a hotel, as defined in § 34.56, for accommodations for lodging and for display, sample or meeting rooms at the rate of 3% of the rents charged. Such tax shall be known as the transient guest tax.

('65 Code, § 732.01)

**Statutory reference:**

*Transient guest tax authorized, see R.C. § 5739.024*

**§ 34.56 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**HOTEL.** Every establishment kept, used, maintained, advertised, or held out to the public to be a place where sleeping accommodations are offered to guests in which five or more rooms are used for accommodation of such guests, whether the rooms are in one or several structures, except as otherwise provided in R.C. § 5739.091.

(R.C. § 5739.01(M))

**OCCUPANCY.** The use or possession, or the right to use or possession, of any room or rooms or space or portion thereof in any hotel or motel, for dwelling, lodging or sleeping purposes. The use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or exhibit, sample or display space shall not be considered occupancy within the meaning of this definition unless the person exercising occupancy uses or possesses or has the right to use or possess, all or any portion of such room or suite of rooms for dwelling, lodging or sleeping purposes.

**OPERATOR.** That person who, whether in the capacity of owner, lessee, mortgagee, licensee or in any other capacity, is charged with the duties of managing or operating a hotel. The owner and managing agent shall have the same liabilities as the principal. Compliance with this subchapter by one shall be considered compliance by both.

**PERSON.** Includes individuals, receivers, assignees, trustees in bankruptcy, estates, firms, partnerships, associations, joint-stock companies, joint ventures, clubs, societies, corporations, the state and its political subdivisions, and combinations of individuals in any form.

(R.C. § 5739.01(A))

**RENT.** The consideration received for occupancy of any room in a hotel for any of the uses set forth in this section, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind, without any deduction therefrom.

**TAX ADMINISTRATOR.** The Treasurer, who shall receive all income accrued by virtue of the transient guest tax.

**TRANSIENT GUEST.** Any person who uses any such hotel for any of the purposes referred to herein for a consecutive or intermittent period of not more than 30 days and who shall thereby be

subject to and pay the tax levied under this chapter.

('65 Code, § 732.02)

### **§ 34.57 GENERAL PURPOSE AND IMPOSITION OF TAX; EFFECTIVE DATE.**

(A) For the purpose of providing revenue with which to meet the needs of the city for expenditures that support capital improvement needs of the Police or Fire Departments, expenditures that support capital improvement needs of parks and recreation facilities and expenditures that support capital improvement needs which will improve the safety and efficiency of traffic in the vicinity of local hotels, and expenditures to promote economic development, an excise tax is hereby levied on transactions by which accommodations in a hotel are or are to be furnished to transient guests. The tax shall be 3% of the rent paid or to be paid by the transient guest for the uses set forth in the definition of "hotel" in § 34.56. The tax shall apply and be due at the time the accommodations are furnished, regardless of the time when the rent is paid.

(B) In order to insure the proper administration of this chapter and to prevent the evasion of the tax, it is hereby presumed that all accommodations furnished by hotels in this city to transient guests are subject to the tax until the contrary is established. Such tax shall constitute a debt owed by the transient guest which debt is discharged only by payment to the operator as trustee for the city. Each transient guest shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment.

(C) If any guest should refuse to pay such tax to the operator, the operator shall immediately notify the Tax Administrator of such refusal and the Administrator may require that such transient guest pay the tax due directly to him.

('65 Code, § 732.03) (Ord. 07-088, passed 8-21-07)

### **§ 34.58 EXEMPTIONS.**

No tax shall be imposed under this subchapter on the following:

(A) Upon rents not within the taxing power of the city under the constitution or laws of the State of Ohio or of the United States;

(B) Upon rents paid by the state or any of its political subdivisions; or upon food or beverage served in a hotel room subject to the provisions of this chapter and subject to the tax levied hereby.

('65 Code, § 732.04)

### **§ 34.59 SEPARATE STATEMENT; ADVERTISING RESTRICTIONS.**

The tax to be collected shall be stated and charged separately on any record, contract, bill or statement of charges made for such use and shall be paid by the occupant to the operator who shall be liable for the collection thereof and for the tax. No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator or that any part thereof will be refunded.

('65 Code, § 732.05)

### **§ 34.60 REPORT AND REMITTANCE.**

(A) On or before the last day of January, April, July and October of each year, each operator shall make a report to the city in such form as may be prescribed by the Tax Administrator.



Together with such report, such operator shall pay all taxes owed under this chapter on transactions made in the calendar quarter ending on the last day of the month preceding that in which such report is made.

(B) Every operator collecting the tax shall be deemed to be a trustee for the benefit of the city of all funds so collected from the time of receipt until received by the city.

('65 Code, § 732.06)

#### **§ 34.61 REGISTRATION; CERTIFICATE REQUIRED.**

Thirty days after passage of this subchapter or within 30 days after commencing business thereafter, each operator of every hotel shall apply to the Tax Administrator and obtain from him a transient occupancy hotel certificate. The application for such certificate shall be on a form prescribed by the Tax Administrator and shall show the name and address of the operator and the address of such establishment, a description of the accommodations offered and a schedule of the rates usually charged for such accommodations and such other information as may be necessary to administration of this chapter.

('65 Code, § 732.07)

#### **§ 34.62 DISPOSITION OF MONEYS.**

For the purpose of providing an overall revenue plan for the immediate and long term expenditures that support capital improvement needs of the police or fire departments, expenditures that support capital improvement needs of parks and recreation facilities, expenditures that support capital improvement needs which will improve the safety and efficiency of traffic in the vicinity of local hotels, and expenditures to promote economic development, all funds collected by the levying of the transient guest tax shall be utilized as follows:

- (A) Expenditures that support capital improvement needs of the Police or Fire Departments.
- (B) Expenditures that support capital improvement needs of parks and recreation facilities.
- (C) Expenditures that support capital improvement needs which will improve the safety and efficiency of traffic in the vicinity of local hotels.
- (D) Expenditures that promote economic development.

('65 Code, § 732.08) (Ord. 07-088, passed 8-21-07)

#### **§ 34.63 AUTHORITY TO EXAMINE RECORDS; REFUSAL TO PRODUCE RECORDS.**

(A) The books, records, papers and accounts of any operator required to collect the transient guest tax levied and imposed by this subchapter shall, at all reasonable times, be made available and subject to examination and audit by the Tax Administrator or any other authorized agent of the city for the purpose of verifying any return made or the correctness of the amount of tax due or to ascertain and assess the tax imposed by this subchapter.

(B) In the event that any such audit or examination or records authorized by this section results in an assessment of tax due to any operator required to collect the transient guest tax, then the operator shall be further assessed the reasonable cost of such audit incurred by the city in the enforcement of this subchapter.

(C) No person shall refuse to produce or make available books, records, papers or accounts as provided in division (A) hereof.

('65 Code, § 732.11)

#### **§ 34.64 APPEALS.**

Any operator aggrieved by a decision of the Tax Commissioner with respect to the amount of tax, interest and penalties, if any, may appeal to the Board of Review by filing a notice of appeal with it within ten days of the serving or mailing of the determination of tax due. The Board shall fix a time and place for hearing such appeal and shall give notice in writing to such operator at his or her last known place of business. The findings of the Board shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of the hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice. The Board of Review shall be as established by § 34.28 of the Code of Ordinances.

('65 Code, § 732.13)

#### **§ 34.65 PENALTIES AND INTEREST.**

(A) *Original delinquency.* Any operator who fails to remit any tax imposed by this subchapter within the time required shall pay a penalty equal to 10% of the amount of the tax, in addition to the tax.

(B) *Continued delinquency.* Any operator who fails to remit any delinquent tax on or before a period of 30 days following the date on which the tax first became delinquent shall pay a second delinquency penalty equal to 10% of the amount of the tax and previous penalty in addition to the tax and the 10% penalty first imposed. An additional penalty equal to 10% of the total tax and penalty of the previous 30-day period shall be added for each successive 30-day period that the operator remains delinquent.

(C) *Fraud.* If the Tax Commissioner determines that the nonpayment of any remittance due under this subchapter is due to fraud, a penalty equal to 25% of the amount of the tax shall be added thereto in addition to penalties stated in divisions (A) and (B) hereof.

(D) *Interest.* In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this subchapter shall pay interest at the rate of ½% per month, or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(E) *Penalties during pendency of hearing or appeal.* No penalty provided under this subchapter shall be imposed during the pendency of any hearing provided for in § 34.64, nor during the pendency of any appeal to the Board of Review provided for in § 34.64.

('65 Code, § 732.10)

#### **§ 34.99 PENALTY.**

(A) Whoever violates §§ 34.13, 34.25(A), or 34.26 by failing to remit City of Wadsworth income taxes deducted and withheld from an employee, shall be guilty of a misdemeanor of the first degree and shall be subject to a fine of not more than \$1,000 or imprisonment for a term of up to six months, or both. If the individual that commits the violation is an employee, or official, of the City of Wadsworth, the individual is subject to discharge from employment or dismissal from office.

(B) Any person who discloses information received from the Internal Revenue Service in violation of § 34.25(A) shall be guilty of a felony of the fifth degree and shall be subject to a fine of not more than \$5,000 plus the costs of prosecution, or imprisonment for a term not exceeding five years, or both. If the individual that commits the violation is an employee, or official, of the City of

Wadsworth, the individual is subject to discharge from employment or dismissal from office.

(C) Each instance of access or disclosure in violation of § 34.25(A) constitutes a separate offense.

(D) If not otherwise specified herein, no person shall:

(1) Fail, neglect or refuse to make any return or declaration required by this chapter;

(2) File any incomplete or false return;

(3) Fail, neglect or refuse to pay the tax, penalties or interest imposed by this chapter;

(4) Refuse to permit the Tax Administrator or any duly authorized agent or employee to examine his books, records, papers and federal and state income tax returns relating to the income or net profits of a taxpayer;

(5) Fail to appear before the Tax Administrator and to produce his books, records, papers or federal and state income tax returns relating to the income or net profits of a taxpayer upon order or subpoena of the Tax Administrator;

(6) Refuse to disclose to the Tax Administrator any information with respect to the income or net profits of a taxpayer;

(7) Fail to comply with the provisions of this chapter or any order or subpoena of the Tax Administrator authorized hereby;

(8) Give to an employer false information as to his true name, correct social security number, and residence address, or fail to promptly notify an employer of any change in residence address and date thereof;

(9) Attempt to do anything whatsoever to avoid the payment of the whole or any part of the tax, penalties or interest imposed by this chapter.

(E) Any person who violates any of the provisions in § 34.99(D) shall be subject to the penalties provided for in § 34.99(A).

(F) Whoever violates § 34.30 is guilty of a misdemeanor of the first degree and shall be imprisoned for not more than six months and shall be fined not more than \$1,000. ('65 Code, § 169.01) (Ord. 103-79, passed 8-23-79)

(G) Whoever violates any of the provisions of §§ 34.55 through 34.65 for which no penalty is otherwise provided shall be subject to the penalty as provided in § 10.99.

(Ord. 15-095, passed 11-4-15)

# REQUEST FOR COUNCIL ACTION

No. RCA 24-111 - 5/13  
Committee: Finance

FROM: Keith H. Dirham  
DATE: Monday, May 6, 2024  
SUBJECT: Municipal Court Paycode Updates  
SUMMARY AND BACKGROUND:

I respectfully request that Council adopt the following updates to the City's Pay Code. During discussions of the court's employees, Council expressed a desire to have all Court employees defined within the City's paycode. These updates are to bring the City into compliance with the ORC and to clarify the responsibilities and authority to set pay under the ORC. The existing City Pay Code as well as the numerous cited sections of the ORC and Ohio Rule of Civil Procedure 53 are attached for reference.

1. In Section 31.02 (5) Municipal Court:
  - a. Replace the \$18.00/hr Judicial Aid pay with Pay Grade 2A (currently \$18.14) and eliminate the reference to ORC 1901.33 which states that "...other court aids ... shall receive compensation out of the city treasury that the legislative authority prescribes...".
  - b. Add Probation Secretary – Pay Grade 5 A-F\*
  - c. Add \*That the position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund.
2. After (6) Municipal Court Grant Positions amend the second sentence of the \*\* note to "The position of Probation Officer/Group Facilitator can be full or part-time as dictated by grants." Also, eliminate the final sentence which begins with "Currently, as of January 13, 2020..."
3. In Section 31.05 – Municipal Court, add the following:
  - a. Judge – Paid per ORC 141.04 (5)
    - i. Presiding and Administrative Judge – Paid per ORC 1901.11 (B)(2)
  - b. Assigned and Substitute Judges – Paid per ORC 1901.121
  - c. 1 – Administrative Assistant (Court Manager) – Paid as prescribed by the Court in accordance with ORC 1901. 33 (D).
  - d. Magistrates – Number and pay as prescribed by the Court in accordance with Rule 53 (A) and (B) of the Ohio Rules of Civil Procedure
  - e. 1 – Judicial Aid (Judicial Assistant) – Pay Grade 8 A-F (current pay is \$30.55 per Court, 8 A-F is \$24.31-\$31.04)
  - f. 1 – Chief Bailiff – Paid as prescribed by the Court in accordance with ORC 1901.32 (1)
  - g. Deputy Bailiffs – Number and pay as prescribed by the Court in accordance with ORC 1901.32 (2)
  - h. 1 – Clerk of Court – 85% of the salary of the Judge in accordance with ORC 1901.31 (C)(2).
    - i. Temporary Clerk of Court – Same as the Clerk in accordance with ORC 1901.31 (A)(3). Note that the authority to appoint a Temporary Clerk rests with the Judge per ORC 1901.31 (A)(3).
  - i. Deputy Clerks of Court – Number and pay as prescribed by the Clerk in accordance with ORC 1901.31 (H).
  - j. IT Technicians – Number and pay as prescribed by the Court, to be paid from Court IT Funds in accordance with ORC 1901.261 (A) (Computer Legal Research Fund #160) and 1901.261 (B) (Court Clerk Computer Fund #167).

(continues on next page)

Estimated Cost: The \$0.14/hr raise for the Judicial Aid will cost less than \$300/year.

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:

# Table of Contents

RCA.....	1
Table of Contents.....	3
Section 31.02 City Paycode.....	4
Section 31.05 City Paycode.....	9
ORC 141.04 Compensation of Judges.....	19
ORC 1901.11 Compensation.....	23
ORC 1901.33 Court employees.....	25
Ohio Rules of Civil Procedure, Rule 53.....	27
ORC 1901.32 Bailiffs.....	28
ORC 1901.31 Clerk of Court.....	32
ORC 1901.121 Appointment of assigned and substitute judges.....	44
ORC 1901.261 Computerizing court.....	47