

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

May 22, 2023  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (May 8, 2023)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

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

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 93-23, Ord. 94-23, Ord. 95-23, Ord. 96-23, Ord. 97-23, Ord. 98-23

Ord. 93-23

An Ordinance repealing Ordinance No. 204-21, passed December 13, 2021, and readopting a new Purchasing Card Policy for the City of Medina.

Ord. 94-23

An Ordinance authorizing the Job Creation Grant Agreement for Allfasteners USA LLC.

Ord. 95-23

An Ordinance authorizing the Mayor to enter into an Agreement with IamGIS for Geographic Information Systems (GIS) Services for the City of Medina.

Ord. 96-23

An Ordinance authorizing the Mayor to enter into an Amended Agreement to Establish the Medina County Emergency Management Agency.

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Ord. 97-23

An Ordinance amending Sections V, VI, VII and VIII of the Civil Service Rules and Regulations of the City of Medina relative to Later Transfer Applicants for Communication Operators.

Ord. 98-23

An Ordinance authorizing the expenditure to American Ramp Company for the renovation of the Reagan Park Skatepark.

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, May 8, 2023

**Call to Order:**

Medina City Council met in regular session on Monday, May 8, 2023 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III who also led in the Pledge of Allegiance.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Greg Huber, Keith Dirham, Nino Piccoli, Patrick Patton, Lt. Marcum, Chief Walters, Andrew Dutton, Kimberly Marshall, Dan Gladish, and Jansen Wehrley.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, April 24, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Shields. The roll was called and passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

**Reports of Standing Committees:**

**Finance Committee:** Mr. Coyne stated the Finance Committee met prior to the Council Meeting and will meet again on May 22nd, 2023.

**Health, Safety & Sanitation Committee:** Mr. Simpson stated they just held a meeting prior to Finance today.

**Public Properties Committee:** Mr. Shields had no report.

**Special Legislation Committee:** Mr. Lamb has scheduled two meetings, Wednesday, May 10 at 5:00 p.m. to update the parking policy, and Monday, May 15 at 5:00 p.m. to discuss consideration of prohibiting feeding of deer and wild animals.

**Streets & Sidewalks Committee:** Ms. Haire had no report.

**Water & Utilities Committee:** Ms. Hazeltine had no report.

**Emerging Technologies Committee:** Mr. Rose had no report.

**Requests for Council Action:**

Finance Committee

23-098-5/8 – Budget Amendments

23-099-5/8 – Purchasing Card Policy Update

23-100-5/8 – Job Creation Grant – Allfasteners USA LLC

23-101-5/8 – Agreement w/Kleinfelder – Administrative Services CHIP Grant

23-102-5/8 – Change of Vendor – P.O. #2022-1601 Rotunda Flooring Project – ARPA

23-103-5/8 – Use of Remaining ARPA Funds

23-104-5/8 – Agreement w/ IamGIS – GIS System Renewal – Engineering

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23-105-5/8 – Discussion Re: Collection of Signatures for Petitions  
23-106-5/8 – Revise Civil Service Rules – Communication Operators Lateral Transfers  
23-107-5/8 – EMA Agreement

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor:**

- A. National Day of Prayer was at Cornerstone Chapel Thursday May 4<sup>th</sup> at 6:30 as well as various prayer stations around the city from noon to 7pm.
- B. Love Medina Program was Saturday and Sunday May 6<sup>th</sup> and 7<sup>th</sup> organized by Grace Medina Church, other churches were involved as well with a total of 900 volunteers over the two days. All did service projects for city seniors and disabled citizens. Appreciative of the churches in our community for working together and supporting one another in helping with our community needs.
- C. Medina Farmer's Market will take place on Public Square starting Saturday, May 20<sup>th</sup> through Saturday, October 7<sup>th</sup> from 9am to 1pm. Thanks to Main Street Medina for organizing this ongoing event.
- D. Ladies Night Out on Medina Public Square is May 11<sup>th</sup>, 5 p.m. – 8:30 p.m.

**Keith Dirham, Finance Director,** Keith stated there are a number of items on the agenda that originated with finance and he will address them accordingly.

**Kimberly Marshall, Economic Development Director,** had no report.

**Greg Huber, Law Department,** had no report.

**Chief Kinney, Police Department,** had no report.

**Chief Walters, Fire Department,** had no report.

**Joe Toth, LST Director,** stated through the month of April the Life Support Team responded to 1,128 calls for the City of Medina and for all 3 entities there were 1,664 responses.

**Jansen Wehrley, Parks and Recreation Director,**

**Dan Gladish, Building Official,** Dan informed city residents that the city does have a tall grass and weed ordinance and is enforced through the Building department, the height is 6 inches. There is a 3-step approach for compliance.

**Nino Piccoli, Service Director,** had no report.

**Patrick Patton, City Engineer,** stated they are about two weeks away from the concrete paving operations on Prospect Street. Any questions or concerns on where to park during this time please call 330-725-8861.

**Andrew Dutton, Planning and Community Development Director**, had no report.

**Notices, communications and petitions:**

There were none.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

There were none.

**Introduction and consideration of ordinances and resolutions.**

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions: Res. 89-23, Ord. 90-23, Ord. 91-23, Ord. 92-23, seconded by Mr. Simpson. The roll was called and approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

**Res. 89-23**

**A Resolution accepting the donation from Larry and Francine Johns of “The Helios Project”, an interactive display of our Solar System to be installed along the Champion Creek Multipurpose Trail.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 089-23, seconded by Mr. Simpson. Mayor spoke of the gracious donation of the interactive display of our solar system that will be installed along the Champion Creek Multi-Purpose Trail. Mr. Johns gave a brief description and brought a display of one of the planets (Neptune). Mr. Coyne, Mr. Shields and Ms. Haire all thanked the Johns family for their donation. Mr. Simpson stated they were stars in the city! The roll was called and Ordinance/Resolution No. 089-23 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

**Ord. 90-23**

**An Ordinance authorizing the purchase of one (1) 2023 Ford F-150 Pickup Truck from National Auto Fleet Group for the Parks Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 090-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 090-23, seconded by Mr. Simpson. Mayor stated this will be replacing a 2009 GMC Truck. Emergency is needed since the National Auto Fleet Group informed them that the order cut-off was August 2022. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 090-23 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 91-23**

**An Ordinance authorizing the Mayor to enter into an agreement with Mark Klaus Properties, LLC for the use of the parking lot area located on Permanent Parcel No. 028-19B-20-103.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 091-23, seconded

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by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 091-23, seconded by Mr. Simpson. Mr. Dutton stated the agreement will be for 5 years and city will continue to maintain the lot. Emergency is due since current agreement expires May 18<sup>th</sup>. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 091-23 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

**Ord. 92-23**

**An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 092-23, seconded by Mr. Simpson. Mr. Dirham stated these are mostly transfers to cover various grants and some additions for the airport. The roll was called and Ordinance/Resolution No. 092-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

**Council comments**

Mr. Simpson again thanked the Johns family. Dennie spoke of hatred having no place in our country, reminded everyone to be kind to one another.

Mr. Rose thanked the Johns family, Medina Kids Care, and his daughter-in-law Rusty Rose for her effort with a fund raiser for the County Home residents.

Mr. Lamb stated he appreciates the Helios Project. He congratulated the Meow Fix non-profit organization for a great fund raiser.

**Adjournment**

There being no further business, the meeting adjourned at 7:51 pm.

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Kathy Patton, Clerk of Council

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John Coyne, President of Council

**ORDINANCE NO. 93-23**

**AN ORDINANCE REPEALING ORDINANCE NO. 204-21,  
PASSED DECEMBER 13, 2021, AND READOPTING A NEW  
PURCHASING CARD POLICY FOR THE CITY OF MEDINA.**

**WHEREAS:** Ordinance 204-21, passed December 13, 2021, adopted a new Purchasing Card Policy for the City of Medina.

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

- SEC. 1:** That Ordinance No. 204-21, passed December 13, 2021, is hereby repealed.
- SEC. 2:** That a new Purchasing Card Policy is hereby adopted for the City of Medina.
- SEC. 3:** That a copy of the updated Policy is marked Exhibit A, attached hereto and made a part hereof.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

**CITY OF MEDINA  
PURCHASING CARD POLICY**

**OVERVIEW**

The objective of the City of Medina's Purchasing Card Program is to improve the way we conduct business. It will allow us to obtain favorable pricing by enabling us to purchase from vendors who do not accept purchase orders, or expedite a transaction in an emergency situation. This program is designed to be easy to use, however, appropriate controls must be in place to ensure the ongoing success of the program.

This program is not intended to avoid or bypass current purchasing and payment procedures (i.e. purchase order and payment by check direct to vendor). Rather, the program enhances the existing process. Policies and procedures cannot cover every issue, exception or contingency that may arise in the use of purchasing cards, therefore, users should use common sense and good judgement in the use of government resources. City funds are committed each time a purchasing card is used, a responsibility that cannot be taken lightly.

**GUIDELINES**

1. Purchasing card transactions are hereby authorized for in-store, internet, telephone, fax or mail order acquisitions, only when a purchase order is not accepted by the vendor or in emergency situations where use of a purchasing card would be more efficient. You must have a purchase order in place to sign out the card from the Finance Department.
2. The Finance Director shall be responsible for the issuance, monitoring, retrieval and general oversight of compliance with this Purchasing Card Policy.
3. Purchasing cards shall be in the name of City of Medina. Transactions made on behalf of the City are ONLY to be made by City employees authorized by the Finance Director to do so. Authorized user lists will be maintained in the Finance Department.
4. Purchasing cards shall only be used for the purchase of goods and services that are the official business of the City of Medina.
5. All purchasing cards issued to the City of Medina will be maintained in the Finance Department. Should it become necessary for an employee to use a card for the purchase of goods or services as part of official City business, the employee shall sign out the card providing his/her name, department, date of use, vendor, reason for purchase, purchase order number and date of card's return.
6. Because of short payment terms and costly late fees and interest charges, a purchase order must be on file in the Finance Department BEFORE the purchasing card is signed out and used.



7. When providing the vendor with an email address for a purchasing card transaction, the employee must use [accountspayable@medinaoh.org](mailto:accountspayable@medinaoh.org) as the primary contact so that transactions and amounts can be monitored. Any emails received will then be forwarded to the employee who made the purchase for receipt processing.
8. The employee needs to ensure that sales tax is not charged at the point of sale – the City cannot pay sales tax. The employee is responsible for getting the vendor to remove any sales tax applied in error. If sales tax is not removed, the employee will be required to reimburse the City for that amount. Failure to reimburse will result in payroll deduction for the tax amount.
9. Documentation itemizing the goods and services purchased with City purchasing cards shall be required for all transactions. Obtaining appropriate receipts is the responsibility of the user. Acceptable receipts must be **itemized** and contain vendor name, dollar amounts, description of all items purchased, and date of purchase. This may be a signed credit card slip, sales receipt, invoice showing payment was made, purchase confirmation email, or a combination thereof. If this documentation cannot be provided, the employee shall reimburse the City for the entire amount of the purchase. Failure to reimburse will result in payroll deduction for the entire amount. Habitual failure to turn in appropriate receipts will result in termination of purchasing card privileges.
10. City purchasing cards shall not be used for personal use, cash advances, or other vendor category exclusions (i.e. alcohol, tobacco products, etc.). See “Card Controls and Limits” below.
11. Any refunds from purchasing card sales must be credited back to the purchasing card.
12. All benefits derived from the use of purchasing cards shall become the property of the City of Medina.
13. A purchasing card must be used for hotel stays so the City avoids paying a majority of the taxes. However, the card is only to be used for the room rate and any parking fees. No room service, mini bar food or drink, or entertainment expenses, or anything else other than room rate and parking fees are to be charged to the card.
14. Meals may not be charged to the card.
15. If an employee experiences denials when using a City purchasing card, the employee shall immediately notify Accounts Payable, who will then investigate the denial.
16. Employees shall be responsible for the protection and custody of the purchasing card while in their possession. Employees shall not knowingly post or otherwise make public available card data that could potentially result in fraud or unauthorized charges. If a card is lost or stolen, the employee shall immediately notify Accounts Payable. Repeated card loss may result in termination of card privileges.

17. The Medina Municipal Court is to adhere to said policy per the Ohio State Auditor’s Office.

18. Any City employee who violates the provisions of this Purchasing Card Policy shall be subject to disciplinary action, up to and including discharge and/or civil or criminal action.

**CARD CONTROLS AND LIMITS**

The purchasing cards have embedded limits and restrictions. Each time a card is used, the vendor is required to obtain authorization from the banking network. This ensures the purchase is within the program controls and limits established to safeguard against possible improper and/or fraudulent use.

The following is an outline of the types of embedded restrictions on the cards. They are designed to protect you and the City of Medina:

1. Spending limits:
  - Monthly purchase limit - \$4,000 per card; \$10,000 City wide.
  - The splitting of purchases into separate transactions to avoid either of these requirements is strictly prohibited.
  - Board of Control approval is required to increase any limits.
  
2. City of Medina purchasing cards are not to be used for items such as:
  - Personal purchases
  - Cash advances, ATM transactions, and other cash related activities
  - Entertainment expenses
  - Alcohol and tobacco

I have read the City of Medina purchasing card policy and agree to abide by all of the requirements.

\_\_\_\_\_  
(Employee name – printed)

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Date)

**ORDINANCE NO. 94-23**

**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR ALLFASTENERS USA LLC.**

**WHEREAS:** Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

**WHEREAS:** Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

**WHEREAS:** As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

**WHEREAS:** The Business Development Committee recommended the attached grant agreement for Allfasteners USA LLC.

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

**SEC. 1:** That the Job Creation Grant Agreement #JCG25 for Allfasteners USA LLC is hereby authorized.

**SEC. 2:** That the Mayor is hereby authorized to execute all documentation associated with the Grant.

**SEC. 3:** That a copy of the Job Creation Grant Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

**SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

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

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

EXH. A  
ORD 94-23

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

EXHIBIT A

GRANT# JCG25-Allfasteners USA LLC  
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Allfasteners USA, LLC with its main offices located at 959 Lake Rd, Medina, OH 44256 (hereinafter referred to as "Company"), and is dated as of \_\_\_\_\_.

WITNESSETH:

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

WHEREAS, Allfasteners USA LLC is desirous to acquire a building and complete renovations to increase their warehousing capacity in the City of Medina located at 950 Lake Rd, Medina, Ohio to create 15 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Allfasteners USA LLC with incentives available for the development of the PROJECT; and

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

WHEREAS, Allfasteners USA LLC has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

- A. **Allfasteners USA LLC** shall purchase and remodel a building at 950 Lake Rd, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$4,405,000** (dollars) the PROJECT.

- B. The PROJECT will involve a total investment, plus or minus 10%, by **Expert Crane, Inc.** as follows:

1. Land	\$	<b>845,250.00</b>
2. Acquisition of Buildings	\$	<b>2,829,750.00</b>
3. Improvements to Existing Buildings	\$	<b>250,000.00</b>
4. Furniture & Equipment	\$	<b>30,000.00</b>
5. Inventory	\$	<b>450,000.00</b>
TOTAL	\$	<b>4,405,000.00</b>

- C. Improvements to facility will begin approximately **May 1, 2023** and will be completed approximately **May 1, 2026**.

3. Job Creation and Retention.

- A. **Allfasteners USA LLC** shall create in the City of Medina within a time period not exceeding **36** months after the occupation of the aforesaid facility, the equivalent of **15** new full-time permanent job opportunities in the City of Medina.

- 1) **Allfasteners USA LLC** schedule for hiring permanent full-time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
<b>1</b>	<b>4 (2023)</b>
<b>2</b>	<b>5 (2024)</b>
<b>3</b>	<b>6 (2025)</b>

- B. The job creation period begins approximately May, 2023 and all jobs will be in place by May, 2026.
- C. The Company currently has 62 employees in the City of Medina. In total, the Company has 62 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$675,000.00 of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

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

<u>Years</u>	<u>Amount of Grant as a Percentage Payroll Taxes New to Medina</u>
<b>3</b>	<b>40%</b>

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$4,218.75 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, Allfasteners USA LLC must retain full time permanent jobs existing in Medina prior to the Agreement.

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

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

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

## 5. Grant Payments.

### A. Initial Grant Payment.

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

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30<sup>th</sup> of the following year, provided that **Allfasteners USA LLC** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If **Allfasteners USA LLC** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **Allfasteners USA LLC** to advise the Economic Development Director of the filing extension.
- C. Use of Grant Payments. Grants shall be allocated by **Allfasteners USA LLC** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.
6. Payment of Taxes and Filing Reports and Returns. **Allfasteners USA LLC** shall pay all taxes and shall file all tax reports and returns as required by law. If **Allfasteners USA LLC** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. **Allfasteners USA LLC** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Allfasteners USA LLC** compliance with the Agreement.
8. Maintenance of Grant.
- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **Allfasteners USA LLC** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. **Allfasteners USA LLC** certifies that at the time this Agreement is executed, **Allfasteners USA LLC** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **Allfasteners USA LLC** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **Allfasteners USA LLC** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Allfasteners USA LLC** For the purposes



of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Allfasteners USA LLC** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
  
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **Allfasteners USA LLC** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **Allfasteners USA LLC** in all pertinent respects.
  
12. Termination or Modification of Incentives.
  - A. If **Allfasteners USA LLC** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
  - B. If **Allfasteners USA LLC** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
  - C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
  - D. If **Allfasteners USA LLC** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **Allfasteners USA LLC's** breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if **Allfasteners USA LLC** fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed

within ten (10) days, if Allfasteners USA LLC has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Allfasteners USA LLC the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
- 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) In the event that Allfasteners USA LLC vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

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

and if any of these events affects the ability of Allfasteners USA LLC or its successor entity to perform substantially the obligations of Allfasteners USA LLC under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of Allfasteners USA LLC" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement

cease to own such or cease to have the unconditional right to elect a majority of Allfasteners USA LLC's board of directors.

H. Each provision for modification or termination hereunder shall not affect Allfasteners USA LLC's obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. Allfasteners USA LLC shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Allfasteners USA LLC has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

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

If to \_\_\_\_\_ to:

Allfasteners USA LLC

---

Mick Strange, CEO  
959 Lake Rd  
Medina, OH 44256

or such other address as may be noticed.

15. Condition Precedent. **Allfasteners USA LLC's** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **Allfasteners USA LLC's**, by **Mick Strange, CEO**, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF MEDINA

By: \_\_\_\_\_

Title: Mayor

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

DIRECTOR OF LAW— CITY OF MEDINA

By: \_\_\_\_\_

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



CITY OF MEDINA  
JOB CREATION GRANT APPLICATION

The following is an application to the City of Medina located in the County of Medina by Allfasteners USA, LLC, hereinafter referred to as the company, for Job Creation Grant Incentives.  
(company name) LLC

I. General Information

Applicant Company Name Allfasteners USA LLC

Home or Main Office Street Address 959 Lake Road

City Medina State OH Zip code 44256

Local Project Site Street Address 950 Lake Road

City Medina State OH Zip code 44256

Contact Person Name Ashley Rundell

Telephone (440) 232-6060 Fax (440) 232-6062

Email Ashley.rundell@allfasteners.com

Nature of business (manufacturing, distribution, wholesale, retail, residential or other) Custom steel fabricator & fastener distributor

Standard Industrial Codes that apply to the products produced by the enterprise.

SIC Code # \_\_\_\_\_ NAICS Code # 444130

SIC Code # \_\_\_\_\_ NAICS Code # \_\_\_\_\_

Form of business (corporation, partnership, proprietorship, or other).

Partnership - LLC



CITY OF MEDINA  
JOB CREATION GRANT APPLICATION

Name of principal owner(s) or officers of the company (attach list if necessary).

Mick Strange - CEO  
\_\_\_\_\_  
\_\_\_\_\_

Does the company owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes \_\_\_\_\_ No  (please check)

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes \_\_\_\_\_ No  (please check)

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes \_\_\_\_\_ No  (please check)

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional sheets if needed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CITY OF MEDINA  
JOB CREATION GRANT APPLICATION

II. Financial Information & Project Information

Estimate the amount to be invested by the company to establish, expand, renovate or occupy a facility:

		Total Amount
A	Land	\$ 845,250.
B	Acquisition of Buildings	\$ 2,829,750.
C	Additions/New Construction	\$
D	Improvements to Existing Buildings	\$ 250,000.
E	Machinery & Equipment	\$
F	Furniture & Equipment	\$ 30,000.
G	Inventory	\$ 450,000.
	<b>Total New Project Investment</b>	<b>\$</b>

Project will begin May 1, 2023 and be completed May 1, 2026.

Project Description: Raptor Radome, Project.

In lieu of the company growth, we are acquiring a building at 950 Lake Road & investing in renovations to increase warehouse capacity. This will allow for additional materials & equipment, as well as the need for additional staff members. (see bottom of page for more detail)

Business's reasons for requesting tax incentives (be quantitatively specific as possible)

An attempt to grow revenue 15%, we are hoping for grant funding to help with human capital resources of 10 people. Additionally, we are looking to increase inventory by 5%, thus increasing payroll.

Allfasteners is expanding into the stealth/concealment industry and have developed a patent pending radome shielding canister door design that is unique in the cell phone industry for concealment. This new product/technology requires a large amount of extra warehouse and sub-assembly space to take it from the trial/concept phase it is currently in, to full turn key production and delivery.



III. Employment & Payroll Information

A. State the company's current employment level in the City of Medina (for all locations) and the total of any other Ohio locations as well as annual payroll for those jobs:

Current F/T Permanent Employees in Medina	62	Current Annual Payroll for F/T Permanent Employees in Medina	\$ 3,972,230
Current F/T Employees in Ohio at locations outside of City of Medina	0	Current Annual Payroll for F/T Employees in Ohio at locations outside City of Medina	\$ 0

B. List proposed schedule for new hiring as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	4	5	6	15

C. Estimate the amount of Payroll such NEW employees will add as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	\$ 180K	\$ 225K	\$ 270K	\$ 675K





#### IV. Certifications

Submission of the application expressly authorizes The City of Medina  
(Name of Local Jurisdiction)

to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

A/Hasteners USA LLC  
Name of Property/Business Owner  
[Signature]  
Signature

4/03/2023  
Date  
Mick Strange - CEO  
Typed Name and Title

#### Application Fee:

- A non-refundable fee of \$500.00 is to be submitted with this application. A copy of the application will be attached to the final Job / Payroll Creation Grant Program Agreement, which must be submitted to City Council for approval.

**ORDINANCE NO. 95-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH lamGIS FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES FOR THE CITY OF MEDINA.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into an agreement with lamGIS for GIS Services for the City of Medina.

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

**SEC. 3:** That the funds to cover this expenditure in the estimated amount of \$42,000.00 are available in Account No. 108-0610-53321.

**SEC. 4:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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

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

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

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

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

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**



## CUSTOMER AGREEMENT

---

**Customer:** City of Medina (OH)

**Initial Term:** Service to begin on: 5/1/2023 (the "Effective Date"), and shall end on: 4/30/2024, unless extended or terminated as provided in this Agreement.

**Total Software Fee:** \$ 42,000 (Three Years)

**Total Software Fee:** \$ 14,000

**Payment Schedule:** By signing this Agreement; Customer agrees to the following terms/conditions:  
*Failure to pay Net 30 invoice(s) by due date shall result in a 10% late fee and the halting of services.*

- Year 1: \$14,000 (invoiced upon Signature)
  - Year 2: \$14,000 (invoiced 5/1/2024)
  - Year 3: \$14,000 (invoiced 5/1/2025)
-

THIS CUSTOMER AGREEMENT ("Agreement") is entered into as of the Effective Date, by and between Customer and *iamGIS Group, LLC* ("Provider"). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Service.** Provider is a geographic information system (GIS) service provider that provides digital inventories of assets and infrastructure, and maintenance and support thereof (the "Service"). The Service also includes: (a) importing and review of existing Customer shape files; (b) training and off-site support; (c) unlimited access to all tutorial and training videos; (d) creation of custom attributable fields and layer templates; and (e) initial setup of display settings, advance settings, and Authorized User credentials. Provider shall have sole discretion as to the form, content, design, presentation, and user interaction with regard to the Service.

2. **Term and Termination.** The Initial Term is for one (1) year and shall be automatically renewed for additional yearly intervals (each, a "Renewal Term") on the anniversary of the Effective Date, unless Customer provides thirty (30) days' prior written notice to Provider. After the Initial Term, either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party. If this Agreement is terminated at any time, no refund shall be provided. The Annual Software Fee for any renewal term beyond the Initial Term (the "Renewal Term Fee") shall be due within thirty (30) days after the start of each Renewal Term. The Initial Term and Renewal Term may collectively be referred to herein as the "Term."

3. **Software Support.** During the Term, Customer may contact Provider via (a) web chat accessed on the Website; or (b) email at [support@iamgis.net](mailto:support@iamgis.net) for any support questions related to the Software, Website, or Service. Customer accepts Provider's hours of operation are Monday through Friday from 8:00 A.M. to 4:00 P.M. Eastern Standard Time and, therefore, is not guaranteed to receive support or communication outside those hours of operation.

4. **Website and Intellectual Property.** Provider shall retain all right, title, and interest in and to: (a) that certain collection of computer coding, as modified, updated, and improved from time to time, which comprises and facilitates the Service (the "Software"); (b) Provider's website located at [iamGIS.net](http://iamGIS.net) which hosts the Software and provides a platform for Customer to receive, access, and view the Service (the "Website"); and (c) Provider's trade secrets, trademarks, service marks, trade names, and other intellectual property (collectively, the "Intellectual Property") worldwide, subject to the Limited License, as defined herein and granted hereunder. Provider hereby grants to Customer a non-exclusive, limited license for the use of its Intellectual Property only as expressly provided in this Agreement (the "Limited License"). All such use under the Limited License shall be subject to and in accordance with Provider's reasonable policies regarding the Service and Intellectual Property usage as established from time to time. Upon the termination of this Agreement, Customer shall immediately cease using the Intellectual Property, and Provider shall cease the display of Customer Data on the Website, unless otherwise agreed by the parties in writing.

5. **Customer Data.** Customer shall provide to Provider all necessary data for input or transfer onto the Website via the Software, which shall detail Customer's assets and infrastructure to be displayed in connection with the Service (collectively, the "Customer Data"). Customer represents and warrants to Provider that: (a) Customer has all right, title, and interest in and to any Customer Data provided to Provider; (b) the Customer Data is accurate; and (c) Customer is not violating the intellectual property rights, title, and/or interests of any third parties by providing the Customer Data to Provider. Customer agrees that Provider shall not be liable, and Customer shall hold Provider harmless for, any errors or inaccuracies in the Customer Data in connection with the Service.

6. **Customer Account.** Customer shall have its own, private account on the Website (the "Customer Account"), which will display the Customer Data as part of the Service. The Customer Account may be accessed pursuant to the Limited License, and only by the individual(s) designated by Customer as an "Authorized User." Customer shall not permit any other person or entity to access the Customer Account, other than an Authorized User. Each Authorized User shall have his/her own, unique login credentials for the Customer Account.

7. **Fees.** In consideration of the Service, Customer agrees to pay the Up-front Fees (collectively, the "Total Account Fee") pursuant to Payment Schedule as detailed on page one (1) of this Agreement. Each Renewal Term Fee shall increase by a rate of five percent (5%) annually, and each Renewal Term Fee payment shall be made within thirty (30) days after the

start of each renewal term. Failure to make any payment on time shall result in a ten percent (10%) late payment fee and the halting of services until required payment is made.

8. **Website Terms of Service.** In addition to the rights and obligations provided to Customer under this Agreement, Customer agrees to be bound by the Terms of Service, Community Guidelines, and Privacy Policy, if any, as amended from time to time (collectively, the "Terms of Service"), listed on the Provider Website.

9. **Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" shall mean information received from the disclosing party or any of its affiliates or representatives about the disclosing party's (or its suppliers') business or activity, which shall include all information, whether written or oral, tangible or intangible, of a confidential or proprietary nature, of or concerning the other party and its business and operations, including, without limitation, all pricing and other financial data and projections, business plans, and strategies, Intellectual Property, patent and trademark technology and applications, computer software and marketing, and sales information, but shall not include any information which (i) was known by the receiving party prior to disclosure by or on behalf of the other party, (ii) becomes available to the receiving party from a source other than the other party, which source is not bound by duty of confidentiality, (iii) becomes generally available or known in the industry; or (iv) the Customer is required to disclose pursuant to law. Each party agrees (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement, and (b) that it will take all reasonable measures to maintain the confidentiality of the Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. The terms and conditions of this Agreement shall be deemed to be Confidential Information of each party and shall not be disclosed without the written consent of the other party.

10. **Events of Default.** Each of the following shall be considered an "Event of Default" under this Agreement: (a) failure or refusal of Customer to pay any portion of the Total Account Fee (or any successive Renewal Term Fee) when due; (b) failure or refusal of Customer to pay the Asset Digitization Fee (if applicable) when due; (c) failure of Customer to abide by the Terms of Service; and (d) a material breach of Customer's representations, warranties, and/or obligations under this Agreement. Upon the occurrence of an Event of Default, Provider may, without notice: (i) immediately cease providing the Service, (ii) shut off Customer's and all Authorized Users' access to the Customer Account and the Website; and/or (iii) immediately terminate this Agreement.

11. ~~**Indemnification of Provider Reserved.** To the extent allowed by law, Customer hereby agrees to indemnify, defend, and hold harmless Provider, its affiliates, members, officers, directors, employees, consultants, successors, and agents (collectively, the "Provider Released Parties") from any and all claims, cross actions, third party actions, and causes of action of every kind that have been or may be asserted in the future against the Provider Released Parties arising from or related to: (a) unauthorized use or access of the Customer Account; (b) Customer's material breach of this Agreement; (c) any claim that the Customer Data infringes or violates the intellectual property rights, title, and/or interests of any third parties; or (d) any claim for personal injury, property damage, negligence, product liability, breach of warranty, breach of duty, statutory violation, or other claim made with respect to the Customer Data. Without limiting the foregoing, this indemnity and hold harmless provision is specifically intended to include all forms and types of damages, losses, costs, liabilities, taxes, and expenses that may be sought against the Provider Released Parties and the costs of litigation, including, without limitation, reasonable attorneys' fees. Provider shall promptly notify Customer of any claim or demand, specifying the nature of such claim or demand and the amount demanded. Customer shall not settle any claim or demand without the prior written consent of Provider. If it so chooses, Provider shall have the right to control the handling and resolution of any claim or demand which is subject to this indemnity and hold harmless provision, including the right to engage counsel of its choice to handle any negotiations or litigation. Customer agrees to cooperate and participate in the resolution of any claim or demand. The failure of the Provider to give reasonably prompt notice of any claim shall not release, waive, or otherwise affect Customer's obligations with respect thereto. Additionally, Customer hereby understands and agrees Provider Released Parties are not responsible for damages by a third party or subcontracted entity that is not directly and specifically related to Provider's GIS Services as described in the opening "Service" paragraph of this Agreement. Customer hereby agrees to indemnify and hold harmless Provider Released Parties for any claim arising from action or inaction by a third party or subcontracted entity related to personal injury, property damage, negligence, product liability, breach of warranty, breach of duty, statutory violation, or other claim that is not directly and specifically related to Provider's GIS Services as described in the "Service" paragraph of this Agreement.~~

12. **Indemnification of Customer.** Provider hereby agrees to indemnify, defend, and hold harmless Customer, its affiliates, members, officers, directors, employees, consultants, successors, and agents (collectively, the "Customer Released Parties") from any and all claims, cross-actions, third-party actions, and causes of action of every kind that have been or may be asserted in the future against the Customer Released Parties arising from or related to: (a) Provider's material breach of this Agreement; (b) any claim that the Provider's software infringes or violates the intellectual property rights, title, and/or interests of any third parties; or (c) any claim for personal injury, property damage, negligence, product liability, breach of warranty, breach of duty, statutory violation, or other claim made with respect to Provider's performance of its duties hereunder. Without limiting the foregoing, this indemnity and hold harmless provision is specifically intended to include all forms and types of damages, losses, costs, liabilities, taxes, and expenses that may be sought against the Customer Released Parties and the costs of litigation, including, without limitation, reasonable attorneys' fees. Customer shall promptly notify Provider of any claim or demand, specifying the nature of such claim or demand and the amount demanded. Provider shall not settle any claim or demand without the prior written consent of Customer. If it so chooses, Customer shall have the right to control the handling and resolution of any claim or demand which is subject to this indemnity and hold harmless provision, including the right to engage counsel of its choice to handle any negotiations or litigation. Provider agrees to cooperate and participate in the resolution of any claim or demand. The failure of the Customer to give reasonably prompt notice of any claim shall not release, waive, or otherwise affect Provider's obligations with respect thereto. Provider hereby agrees to indemnify and hold harmless Customer Released Parties for any claim arising from action or inaction by a third party or subcontracted entity related to personal injury, property damage, negligence, product liability, breach of warranty, breach of duty, statutory violation, or other claim that is not directly and specifically related to Customer's services or obligations under this Agreement.

13. **Authority.** Customer represents and warrants that Customer has full approval and authority to enter into this Agreement, and the individuals executing this Agreement on behalf of Customer have been duly authorized.

14. **Amendment and Waiver.** No modification, variation, or amendment of this Agreement shall be effective unless agreed to in writing by both parties. A failure of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other terms or conditions hereof.

15. **Assignment.** Customer may not assign this Agreement without the prior written consent of Provider.

16. **Attorneys' Fees Reserved.** ~~In the event any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses including, without limitation, reasonable attorneys' fees.~~

17. **Notice.** All notices required to be given under this Agreement shall be deemed delivered: (a) immediately upon hand-delivery; or (b) three (3) business days after sending the notice via U.S. Certified Mail, return receipt requested, addressed to the receiving party at the address provided by the receiving party from time to time; or (c) via email.

18. **Miscellaneous.** Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an employer-employee relationship, agency, partnership, or joint venture between the parties. This Agreement shall be subject to and governed by the laws of the State of ~~Indiana~~Ohio, without consideration of any conflicts of laws principles. The parties agree that the proper venue and jurisdiction for any dispute under this Agreement shall be the state and/or federal courts located in ~~Marion~~Medina County, ~~Indiana~~Ohio. If any of the provisions of this Agreement are for any reason held by any court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions herein shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single Agreement.

**IN WITNESS WHEREOF**, this Agreement contains the entire agreement of the parties. Customer agrees that this Agreement includes all terms on all pages/sides hereto. Customer has read, understands, and voluntarily agrees to all terms stated herein. This Agreement supersedes all prior agreements or understandings between Customer and Provider. By executing below, Customer agrees to be bound by all the terms and conditions of this Agreement, and any addendums hereto, as of the Effective Date noted above. This Agreement is not valid unless signed and accepted by Provider below.

**“Customer”**

City of Medina (OH)

By: \_\_\_\_\_

Printed: Dennis Hanwell

Title: Mayor

Billing Email  
(For invoice): \_\_\_\_\_

**“Provider”**

*iamGIS Group, LLC*

By:

Printed:

Title:

**ORDINANCE NO. 96-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT TO ESTABLISH THE MEDINA COUNTY EMERGENCY MANAGEMENT AGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Amended Agreement to Establish the Medina County Emergency Management Agency.

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

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

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

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

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

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

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

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



ORD. 96-23  
EXH. A

AMENDED AGREEMENT TO ESTABLISH  
THE MEDINA COUNTY EMERGENCY MANAGEMENT AGENCY

WHEREAS, the Medina County Emergency Management Agency was first established through action taken by the Board of Commissioners of Medina County on January 6, 1990, through Resolution No. 90-39, and subsequently approved by a majority of the other political subdivisions in the County by either explicit approval of this Agreement, by resolution or ordinance, or by implicit approval through participation in the countywide emergency planning process and/or by choosing not to establish a separate program for emergency management; and

WHEREAS the Medina County Emergency Management Agency was originally organized under Ohio Revised Code 5915; and

WHEREAS, effective October 29, 1995, Ohio Revised Code Chapter 5915 was amended and re-codified by SB162 placing Emergency Management Agencies under Title 55 "Roads, Highways and Bridges"; and

WHEREAS all political subdivisions in Medina County have participated in the establishment of a countywide all-hazards emergency operations plan, cooperated in the preparation, and conduct of the annual exercise applicable to all political subdivisions in the County and no individual subdivision has submitted an independent all-hazards emergency management plan; and

WHEREAS the coordination of emergency management services for the benefit of Medina County and its residents continues to be of paramount importance to all of the local political subdivisions in the County; and

WHEREAS the undersigned political subdivisions desire to continue the coordination of emergency services through a countywide emergency management agency, in the manner provided by law, and particularly as provided in Ohio Revised Code Chapter 5502, and to exercise any and all powers set forth therein to coordinate and unify the emergency management activities of the participating subdivisions that do not opt to develop a separate and independent emergency operations plan; and

WHEREAS, it is further declared to be the purpose of this agreement and the policy of the participants hereto, that all emergency management functions of the participants be coordinated to the maximum extent with comparable functions of the State of Ohio and of the Federal government, including their various departments and agencies, and other states and localities, and of private agencies of every type, to the end that the most effective preparation and use can be made of the participants' manpower, resources and facilities for dealing with any disaster or emergency situation that may occur; and

WHEREAS it is hereby found and declared to be necessary to create a countywide emergency management agency to be known as the "Medina County Office of Emergency Management and Homeland Security" hereinafter referred to as MCEMA; to confer upon the executive committee and the director of emergency management, certain emergency powers provided herein; and to provide for the rendering of cooperation and mutual aid, if necessary,

to surrounding and contiguous political subdivisions of the State and adjoining states.

NOW, THEREFORE, BE IT AGREED:

1. That an organization to be known as the MCEMA be formed to perform the services of coordinating the emergency management activities within the County of Medina, by and between the political subdivisions herein, in accordance with the provisions hereinafter set forth.
2. That the MCEMA, hereby authorized, is to render the service of coordinating the emergency management activities of the parties hereto and to exercise for and on behalf of each party hereto such power and authority incident thereto as it may lawfully do, consistent with State statutes and such regulations as have been or shall be promulgated by the Governor of the State, the provisions of this resolution/ordinance/agreement as hereinafter set forth, and the power of the parties hereto authorized, in coordinating such emergency management activities with and within Medina County.
3. That a representative from each political subdivision entering into the agreement, selected by the political subdivision's chief executive, shall constitute a countywide advisory group for the purpose of appointing an executive committee under ORC Section 5502.26 through which the countywide agency shall implement emergency management in the county. The group shall meet at a time and place determined by the Board of County Commissioners in January of each year or at the call of the executive committee when a majority of the executive committee members deems it necessary.
4. That the executive committee shall consist of at least the following seven members: one Medina County Commissioner representing the board of county commissioners entering into the agreement; five chief executives representing the municipal corporations and townships entering into the agreement (which shall consist of one chief executive from each of the three largest cities in Medina County representing each of those cities and two township trustees representing the townships in Medina County); and one nonelected representative selected by the countywide advisory group at the annual meeting. Up to six additional members may be appointed to the executive committee, chosen as follows: 1) the Board of Commissioners of Medina County may at its own option appoint an additional person to the executive committee, who may be either a second Medina County Commissioner or a nonelected representative, 2) the chief executives of the villages in Medina County may at their own option, by majority vote, appoint an individual to the executive committee, who may be either an elected or unelected person, to represent the villages in Medina County, 3) the Medina County Sheriff may at the Sheriff's option appoint a law enforcement officer (who may be the Sheriff him/herself or another officer from a law enforcement agency in Medina County) to the executive committee; and 4) the executive committee may at its option appoint up to three additional individuals to the executive committee, who may be either elected or non-elected individuals. The terms of office of all members appointed to the executive committee, whether the statutory appointees or the additional members, shall be one year, unless otherwise stipulated at the time of the appointment. Members shall continue to

serve until a successor is appointed and takes office. The executive committee shall at least annually, and upon any change in the membership of the executive committee, prepare an official roster of all then current members of the executive committee with their terms listed, and communicate a copy of said roster to each political subdivision entering into the agreement.

5. That the executive committee shall appoint a director/coordinator of emergency management whose duties are prescribed herein by Chapter 5502 of the Ohio Revised Code.
6. That the director will have all such powers as is granted under this agreement and under statute.
7. That the director of emergency management shall be responsible for coordinating, organizing, administering, and operating emergency management in accordance with the agency's program established under this Chapter 5502 of the Revised Code, subject to the direction and control of the executive committee. All agencies, boards, and divisions having emergency management functions within each political subdivision within the county shall cooperate in the development of the all-hazards emergency operations plan, shall cooperate in the preparation and conduct of the annual exercise. The director may appoint, from time to time, a deputy director and/or such other assistants as the director deems advisable, who shall hold office during their pleasure. The director and the assistants to the director shall not be compensated for services rendered unless approved by action of the executive committee. The director may, with the prior consent of the executive committee, employ such technical, clerical, stenographic and other personnel as deemed necessary and fix their compensation when they are to be compensated. The salary of the director and the salaries of other paid personnel shall be paid from the MCEMA fund.
8. That the executive committee shall have general direction of the MCEMA, shall be responsible for the carrying out of the provisions of this agreement through the director of emergency management, may adopt such rules and regulations as it deems necessary for its operations, and may delegate authority to the director for expenditures within the budget and monetary limits as the executive committee sees fit. In performing duties pursuant to this agreement, the executive committee is authorized to cooperate with participating subdivisions, non-participating political subdivisions, the State of Ohio, other states, the Federal government through appropriate channels, and with private agencies in all matters pertaining to emergency management activities of Medina County, the State of Ohio and the United States as provided and encouraged under Revised Code Section 5502.35.
9. That the MCEMA, under Revised Code Section 5502.30, while performing emergency management services in this state pursuant to an arrangement, agreement, or compact for mutual aid and assistance, or any agency, member, agent, or representative of any of them, or any individual, partnership, corporation, association, trustee, or receiver, or any of the agents thereof, in good faith carrying out, complying with, or attempting to comply

with any state or federal law or any arrangement, agreement, or compact for mutual aid and assistance, or any order issued by federal or state military authorities relating to emergency management, is not liable for any injury to or death of persons or damage to property as the result thereof during training periods, test periods, practice periods, or other emergency management operations, or false alerts, as well as during any hazard, actual or imminent, and subsequent to the same except in cases of willful misconduct.

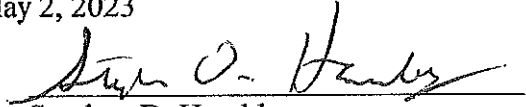
10. That the executive committee shall prepare a budget and annual report of activities for each year, under such rules and regulations as it may prescribe. Said budget and report of activities of the agency shall be presented to the participating political subdivisions at the required annual meeting of the countywide advisory group, as well as made available through electronic media. The funds provided for in said budget and all other funds received from whatever source, or by whatever means, for emergency management by the MCEMA shall be paid to the treasurer of Medina County into a special fund known as the MCEMA Fund.
11. That each participating political subdivision hereto agrees to pay into the MCEMA fund, promptly upon demand and invoice therefore, the amount assessed against it, based upon the annual itemized report on distribution of estimated undivided local government funds required by O.R.C. §5747.51(J) for the undivided local government fund, the County's proportionate share being increased to include the percentage established for the park districts, and to do and perform all and singular, the obligations herein assumed. The participating subdivisions also acknowledge that Medina County bears additional administrative costs that are not reimbursed because Section 5502.26(C) designates a countywide emergency management agency to be considered a county board, statutorily entitled to receive the services of the county auditor, treasurer, and prosecuting attorney in the same manner as other county agencies, boards, or divisions. Medina County also bears additional unreimbursed costs for property insurance, building maintenance, and administrative functions as shown in the regularly adopted Central Services Cost Allocation Plan prepared for Medina County, Ohio.
12. That this agreement may be amended or altered at any time by a majority of the parties hereto.
13. That this agreement shall be in full force and effect when no less than a majority of the political subdivisions within Medina County, including the Board of County Commissioners of Medina County, have subscribed to this agreement and/or submitted their annual cost allocation.
14. That this agreement may be terminated as to the Board of County Commissioners by a majority of its members, as to any township by a majority of the board of trustees, and as to any municipal corporation by a majority of its council, and service of written notice thereof on the director of emergency management within thirty (30) days after the adoption of the budget for the ensuing fiscal year by the agency.
15. A reference to any portion of a statute herein applies to all reenactments or amendments thereof. If statutes are enacted to replace current statutes, the statute latest in date of

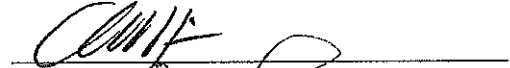
enactment prevails.

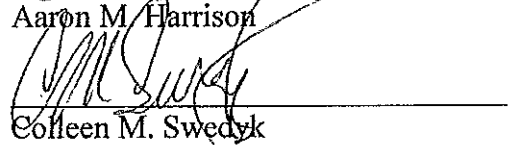
- 16. This Amended Agreement shall take effect and be in force from and after the date approved by the Board of Commissioners of Medina County by resolution, when approved by a majority of the subdivisions in Medina County that currently participate in Medina County's Countywide Emergency Management Agency, which includes all municipalities and townships within Medina County.

Board of Commissioners of Medina County

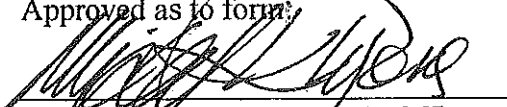
Approved by Resolution No. 23-0354,  
on May 2, 2023

  
 \_\_\_\_\_  
 Stephen D. Hambley

  
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 Aaron M. Harrison

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

Approved as to form:

  
 \_\_\_\_\_  
 Medina County Prosecutor's Office

5/3/2023  
Date

Other Subdivision Approvals:

Political Subdivision Name	Resolution/Ordinance #	Date of approval

Chief Executive Officer Printed Name	Signature

Chief Executive Officer Printed Name	Signature

Chief Executive Officer Printed Name	Signature

Approved as to Form:

Entity Legal Counsel	Date

*Please attach a certified copy of the adopted legislation to this signed agreement and return both documents to:*

**Medina County Board of Commissioners**  
**144 N. Broadway Street, Room 201**  
**Medina, OH 44256**

**ORDINANCE NO. 97-23**

**AN ORDINANCE AMENDING SECTIONS V, VI, VII AND VIII OF THE CIVIL SERVICE RULES AND REGULATIONS OF THE CITY OF MEDINA RELATIVE TO LATERAL TRANSFER APPLICANTS FOR COMMUNICATION OPERATORS.**

**WHEREAS:** Ordinance No. 99-08, passed May 27, 2008, adopted revised Civil Service Rules and Regulations; and

**WHEREAS:** The Civil Service Commission respectfully requests City Council to consider and accept several revisions to the Medina Civil Service Rules Sections V, VI, VII and VIII pertaining to Lateral Entry of Communication Operators; and

**WHEREAS:** The Civil Service Commission reviewed these changes and voted to approve at their regular meeting on May 3, 2023.

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

**SEC. 1:** That Sections V, VI, VII and VIII of the Civil Service Rules and Regulations are hereby amended as set forth in the attachment marked Exhibit A, attached hereto, and incorporated herein. (Proposed new rules are in **boldface** and *italics*)

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

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

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

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

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

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

RULE V  
APPLICATION FOR EXAMINATION

(A) Notice of Examination

1. Entrance Examination

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

2. Promotional Examination

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

3. Lateral Transfer Patrol Officer Examination

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

4. *Lateral Transfer Communication Operators Examination*

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

(B) Minimum Qualifications

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

1. Applicant's Age

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

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

2. Experience and Education

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

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

***Lateral transfer Communication Officers must be currently or previously employed within the last twelve (12) months as a full-time Communication Operator with a minimum of one (1) year of full-time service with an agency that dispatches for Police, Fire or EMS.***



3. License or Certification

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

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

***Lateral transfer Communication Operators must be able to operate a Law Enforcement Automated Data System terminal and not be disqualified to be L.E.A.D.S. certified.***

(C) Applications

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

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

(D) Filing of Application

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

(E) Rejection of Applicants

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

1. That the applicant has not met the qualifications specified on the announcement by the date of the examination.
2. That the applicant has intentionally made any false statement on the application.
3. That the applicant is not within the prescribed age limits.
4. That the applicant does not meet the physical requirements of the position.
5. That the applicant has been convicted of a crime or has been guilty of disgraceful conduct or has been dismissed from employment for flagrant delinquency or misconduct.
6. That the applicant was previously in the classified service or the unclassified service and was removed for cause or did not resign in good standing.
7. That the applicant is applying for a classified position in the Division of Police and is not a United States citizen or has not legally declared the intention of becoming a United States citizen. The applicant must, however, be a United States citizen in the event the applicant is appointed to a classified position in the Division of Police.

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

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

(F) Accommodation

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

RULE VI  
EXAMINATIONS

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

(A) Character of Examinations

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

(B) Types and Methods of Examination

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

(C) Parts of Examination

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

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

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

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

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

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

(D) Scheduling Examinations

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

(E) Admitting Applicants to Examination

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

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

(F) Identity of Examinee Concealed

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

(G) Frauds in Examinations

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

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

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

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

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

(H) Visitors at Examination

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

(I) Postponement and Cancellation

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

(J) Method of Grading

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

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

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

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

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

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

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

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

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

(L) Examination Papers

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

(M) Method of Filling Promotional Vacancies

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

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

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

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



(N) Grading of Promotional Examinations

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

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

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

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

(O) Grading of Combined Open Competitive and Promotional Examinations

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

(P) Police Promotions

Vacancies in positions above the rank of Patrol Officer and below the rank of Chief shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No person shall be appointed to such position without having first completed a competitive promotional examination and serving at least two years in the

Medina Police Department in the next lower rank (service for the purpose of this section shall mean cumulative, as opposed to continuous, service). If there are fewer than two persons holding positions in the next lower rank than the position to be filled who are eligible and willing to compete, the Commission shall allow persons holding positions in the next lower rank who are eligible and willing to compete to take the promotional examination. Promotional tests may include oral components as well as written. No additional credit shall be given on a promotional examination in the Police Department for Efficiency Points or efficiency.

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

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

(Q) Fire Service Promotion

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

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

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

(R) **Police Lateral Transfer Hires**

Experienced peace officers from other jurisdictions who have obtained and maintained Basic Ohio Peace Officer Certification may be eligible for lateral transfer appointment as a Patrol Officer. **Patrol Officer** applicants appointed as lateral transfer hires shall only be appointed to the rank of Patrol Officer. **Patrol Officer Police and Communication Operator** lateral transfer candidates shall be entitled to the Credit for Military ("Uniformed") Service to be added to their examination score as provided for in part K of this Rule and any other credits to their examination scores as established by the Commission pursuant to this Rule VI.

RULE VII  
ELIGIBLE LISTS

(A) Posting of Lists

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

The eligible list for lateral transfer *Police* Patrol Officers and *Communication Operators* shall be kept separately from the eligible list for original appointment *Police* Patrol Officers *and Communication Operators*.

(B) Duration of Lists

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

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

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

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

(C) Breaking Tied Grades

In the event two (2) or more applicants receive the same grade on an open competitive examination, priority in the time of filing the application with the Commission shall determine the order in which their names shall be placed on the eligible list; applicants eligible for uniformed service credit shall receive priority in rank on the eligible list over

non-veterans on the list with a rating equal to that of the veteran. Ties among applicants receiving military service credit shall be decided by which application was filed earlier with the Commission. (See Section (N) of Rule VI for breaking tied grades on promotional examinations.)

(D) Transfer

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

(E) Change of Address

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

(F) Investigation and Disqualification of Eligibles

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

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

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

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

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

(G) Revocation of List

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

RULE VIII  
APPOINTMENTS

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

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

1. The appointing authority of the department in which the position in the classified service is to be filled shall notify the Commission of the fact, and, except as set forth below, the Commission shall certify to the appointing authority the names and addresses of the five (5) candidates standing highest on the eligible list for the class or grade to which the position is classified. In the event that an eligible list becomes exhausted through inadvertence or otherwise, and until a new list can be created or when no eligible list for such position exists, names may be certified from eligible lists that the Commission determines appropriate for the group or class in which the position to be filled is classified.
2. In cases where there are fewer than five (5) names on an eligible list appropriate for certification to any vacancy, such names shall be certified, and the appointing authority may make selection from such certification or may reject the certification of fewer than five (5) names.
3. The number of names to be certified shall be determined in the following manner:
  - a. For 1 through 4 vacancies, add 4 names to the number of vacancies.
  - b. For 5 through 8 vacancies, add 8 names to the number of vacancies.
  - c. For 9 through 12 vacancies, add 12 names to the number of vacancies.
  - d. For 13 through 16 vacancies, add 16 names to the number of vacancies.
4. *With certain classifications (Patrol Officers & Communication Operators) permitted to hire lateral transfer candidates*, the appointing authority shall have the option to hire from either the certified eligible list for original appointment ~~Patrol Officers~~ *candidates* or the certified eligible list for lateral transfer ~~Patrol Officers~~ *candidates*. In the event there is no eligible list in effect for original appointment *for the needed classification* ~~Patrol Officer~~, the Commission shall not be required to certify an eligible list for lateral transfer ~~Patrol Officer~~ *candidates* to the appointing authority unless requested to do so by the appointing authority.
5. Notwithstanding these provisions, the Commission shall certify the names of the highest ten (10) eligible candidates for a position as Patrol Officer. If the Director of Public Safety seeks to fill more than one Patrol Officer position, the Commission shall certify sufficient

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

(B) Certification Not More Than Three Times

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

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

(C) Names Not to Be Certified for Appointment

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

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

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

(D) Objection by Appointing Authority

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

1. is unable to perform the essential functions of the position;
2. is currently a user of drugs of abuse;



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

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

(E) Appointment from Certified List

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

(F) Waiver of Certification

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

(G) Rejection of Appointment

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

(H) Promotional Appointments

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

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

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

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

(I) Temporary Promotional Appointment

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

(J) Temporary, Exceptional, and Provisional Appointments

1. Temporary Appointment

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

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

2. Exceptional Appointment

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

3. Provisional Appointment

a. Procedure for Appointment

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

b. Tenure

Regardless of the length of service by a provisional appointee, a provisional appointment shall continue in force only until a permanent appointment can

be made as a result of a certification by the Commission. No provisional appointment is valid once a certification can be made from an appropriate eligible list, regardless of whether the employee holding the provisional appointment may be eligible for permanent employment as hereinafter provided. A provisional employee shall serve a probationary period and may also be removed for cause.

c. Procedure upon Establishment of an Eligible List

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

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

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

4. Substitute Employees

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

**5. Police Patrol Officer Lateral Transfer Hires**

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

**(K) Probation**

**1. Purpose**

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

**2. Probationary Period**

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

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

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

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

At the request of the appointing authority, the Commission may extend an employee's probationary period, provided that the request is submitted at least one (1) week before the expiration of the probationary period and that the employee agrees in writing to

the extension; however, the Commission shall not extend the probationary period for longer than six (6) months. If a timely request for extension is denied and the probationary period has by that time expired, the time deadline for the appointing authority to act during the probationary period shall be stayed and the appointing authority shall immediately complete the final probationary evaluation.

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

### 3. Probationary Period for Promotional Appointments

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

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

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

### 4. Probation Reports

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

The probationer will receive a copy of each evaluation.

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

**ORDINANCE NO. 98-23**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO AMERICAN RAMP COMPANY FOR THE RENOVATION OF THE REAGAN PARK SKATEPARK.**

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

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

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

**SEC. 1:** That the expenditure of \$249,360.84 for ramps and features from American Ramp Company under the Sourcewell Cooperative Purchasing Program Contract #112420-ARC, is hereby authorized for the Parks Department.

**SEC. 2:** That the funds to cover this purchase, in the estimated amount of \$249,360.84, are available utilizing American Rescue Plan Act funds in Account No. 171-0310-54411.

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

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

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

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

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

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