

**MAYOR DENNIS HANWELL – STATE OF THE CITY ADDRESS
7 PM – IN THE CITY COUNCIL ROTUNDA**

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

September 11, 2017
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (August 28, 2017)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Council appointments.

Fire District Advisory Committee – City of Medina Representatives:
Mayor – Dennis Hanwell
Chair of Health, Safety, Sanitation Committee – Mark Kolesar
Resident Representative – Gary Linden
Business Representative – Mark Williams

Notices, communications and petitions.

Unfinished business.

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

Introduction and consideration of ordinances and resolutions.

Ord. 118-17

An Ordinance authorizing the Job Creation Grant Agreement for Spray Products Corporation.

Ord. 119-17

An Ordinance amending Sections 31.02 (D), 31.05 and 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Fire Department.

Res. 120-17

A Resolution authorizing an Application for Grant Assistance from the State of Ohio, Ohio Public Works Commission, relative to Issue 1 and LTIP Program Funding for the South Broadway Reconstruction Project.

Res. 121-17

A Resolution donating fifteen Dell Computers to the Medina City Schools.

Res. 122-17

A Resolution establishing a Blanket Purchase Order Amount Limit as required by Ohio Revised Code 5705.41(D)(3).

Ord. 123-17

An Ordinance authorizing the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use.

Res. 124-17

A Resolution extending the Intensive Supervision Probation Grant for the Medina Municipal Court through the fiscal year 2019.
(emergency clause requested)

Ord. 125-17

An Ordinance authorizing the purchase of one (1) 2017 Ford F550 4 wheel drive Truck equipped with a utility bed from Montrose Ford for the Street Department.

Ord. 126-17

An Ordinance amending Section 31.02(B)(6) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Intensive Supervision Probation employees for the Municipal Court.
(emergency clause requested)

Ord. 127-17

An Ordinance amending the Pavilion Rental Fees for the Parks and Recreation Department.

Ord. 128-17

An Ordinance authorizing the Mayor to accept one (1) Easement necessary for the West Smith Bridge Replacement Project.

Ord. 129-17

An Ordinance amending Ordinance No. 91-17, passed June 12, 2017, relative to an amendment to the Fire Service Contract between the City of Medina and Medina Township.

Ord. 130-17

An Ordinance amending Sections 31.13(2)(C) and 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio relative to Vacation and Group Hospitalization.
(emergency clause requested)

Ord. 131-17

An Ordinance amending Ordinance No. 63-17, passed May 8, 2017, relative to the Job Creation Grant Agreement for Carlisle Brake & Friction, Inc.

Ord. 132-17

An Ordinance amending Sections 1127.04 and 1127.05 of the Planning and Zoning Code of the City of Medina, Ohio pertaining to Conditionally Permitted Uses in the R-4 District, and Lot Development Standards.

Ord. 133-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget)

Ord. 134-17

An Ordinance authorizing the Finance Director to make certain fund transfers.

Ord. 135-17

An Ordinance authorizing the Finance Director to make certain fund transfers.

Council comments.

Adjournment.

Public Hearing (7:30 p.m.)

To consider the amendments to Sections 1127.04 and 1127.05 of the Planning and Zoning Code of the codified ordinances of the City of Medina, Ohio, pertaining to the R-4 Multi-Family Residential District, to permit Residential Low Rise Storage Facility as a Conditionally Permitted Use.

For: Mr. Stanley Scheetz, Attorney, 225 East Liberty Street stated he represents Brian Russell his client. The process through Planning Commission was denied. He provided Council and the Clerk with a handout with 40 points/reasons requesting approval of their CPU request to allow low rise garage style self-storage units within existing R-4 Districts. Mr. Scheetz is looking for a potential compromise if that's one of the main issues, about being available for all those different areas they would like to take that away, consider the potential for the site specific development instead. He asked Council to review his submission.

Mr. Brian Russell, 3480 Foot Rd. in Medina Township. Mr. Russell stated he has spoken to the neighbors around this property and they are not opposed to this at all. They are more opposed to apartments going in.

Against: Mr. Mendel stated the opposition mainly comes out of the Planning Commission's recommendation to the City Council. The motion to approve the request failed 0-5 unanimously. The legislative process requires that it goes through the City Council process, and that's what this is.

The Public Hearing was closed at 7:40 p.m.

Opening:

Medina City Council met in regular, open session on Monday, August 28th, 2017. The meeting was called to order at 7:40 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Chief Painter, Jonathan Mendel, Dan Gladish, Kimberly Marshal, Mike Wright, Jansen Wehrley, Acting Police Chief Lt. Birckbichler.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on July 10th, and Special Meeting on July 18th as prepared and submitted by the Clerk be approved. The roll was called and the minutes were approved by the yeas of J. Shields, D. Simpson, B. Hilberg, M. Kolesar, and B. Lamb. (Mr. Rose and Mr. Coyne abstained)

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to the Council meeting and will again meet in two weeks prior to the next Council meeting.

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Health, Safety & Sanitation Committee: Mr. Kolesar stated their last meeting was held on July 25th and there were a couple items that went through committee that were at the Finance and we will be seeing them at our next Council meeting to be voted on.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson held a meeting to discuss moving forward with the application for a grant that was approved.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 17-135-8/28 – Budget Amendments
- 17-136-8/28 – Then & Now – Medina Gazette
- 17-137-8/28 – Increase P.O. – Phoenix Tech International - Service
- 17-138-8/28 – Donation of DELL Computers to Medina City Schools
- 17-139-8/28 – Increase P.O. – Signal Service Co. - Service
- 17-140-8/28 – Increase P.O. – Osborne Medina - Service
- 17-141-8/28 – Establish Blanket Purchase Order Amount Limit
- 17-142-8/28 – Amend S&B Code, 31.16 Group Hospitalization
- 17-143-8/28 – Intensive Supervision Probation Grant Renewal
- 17-144-8/28 – Authorizing 2017 City Auction
- 17-145-8/28 – Purchase 2017 F550 Ford Truck – Street Dept.
- 17-146-8/28 – Amend Ord. 91-17, Medina Township Fire Service Contract
- 17-147-8/28 – Fire District Discussion Committee
- 17-148-8/28 – Amend Ord. 80-51, Gazebo and Pavilion Rental Fees
- 17-149-8/28 – Increase P.O. – Davis Tree Farm – Parks
- 17-150-8/28 – Increase P.O. – Rusty Oak Nursery – Parks
- 17-151-8/28 – Accepting Easement for W. Smith Bridge Replacement Project
- 17-152-8/28 – Sponsorship Brochure – MCRC
- 17-153-8/28 – Spring Grove Cemetery Material Storage Shed
- 17-154-8/28 – Amend Ord. 63-17, Job Creation Grant Agreement – Carlisle
- 17-155-8/28 – Job Creation Grant Agreement – Spray Products Corporation

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Welcomed Council back from break.
- 2) The State of the City is scheduled to the Medina Area of Chamber for Tuesday, September

- 5th at Weymouth Country Club at 11:30 a.m. It will also be presented to Medina City Council on Monday, September 11th at 7 p.m. prior to the next Council meeting.
- 3) The Police chief testing is in process.
 - 4) The Square events were very active this summer bringing in many visitors and residents into the City.
 - 5) This past Friday, August 25th we had 5 ribbon cuttings: Dr. Lauren Raymond's project at the former Chamber site, Echelon Assisted Living and Memory Care Unit, the dedication of Ken Dukes Stadium with the new turf, Skin Care Solutions on South Court Street, and HHL Group. The common theme in all five of these ribbon cuttings is that their experience with the city staff was very positive, pleasant and helpful and they were very pleased.

Mayor Hanwell presented Proclamation to Officer James Valentine of the Medina Police Department for over 30 years of service to our community.

Keith Dirham, Finance Director, Stated most of the agenda originated in Finance and he will address them when they come up. The final segment of budgets for our 2018 to 2022 planning is the General Fund and they have been submitted to Council as of Friday, August 25th.

Greg Huber, Law Director, had no report.

Lt. Birckbichler, Acting Police chief, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Chief, had no report.

Mike Wright, Recreation Center Director, thanked the schools for another amazingly productive shutdown for the Rec. Center. The custodial, maintenance, and also Recreation Center staff were just incredible in the amount of work that was accomplished in 5 days. In addition to all the painting, deep cleaning, and repairs that were completed, the schools were also able to contract for the resurfacing of the track and aerobics room flooring, along with sanding and painting of lockers in the family changing rooms and men's locker room, and even had a large portion of the parking lot grinded, paved, and relined.

Mike is sad to announce the Memorial Pool is on its last official week. Although the weather has been rainy and chilly, they have still tried to keep the pool open from 4 p.m. - 7 p.m. on weekdays and 1 p.m. - 7 p.m. on the weekends. It will also be open from 1 p.m. - 7 p.m. on Labor Day. Mr. Wright also noted that all Cleveland pools, Metro Parks Pools, and even Ledge Pool, closed on Aug 21st. Mr. Wright thanked the community for all their support this season and hopes to see them all again next year.

Lastly, the next Rec Advisory Committee meeting is Thursday, September 21st, at 7:30 a.m. and we will not meet in October.

Jansen Wehrley, Parks and Recreation Director, stated as you drive through the square the next

couple of days you may notice some grass areas roped off where the grass is dead. The Parks Department is in the middle of a Turf Restoration Project killing off some undesirable grass and replacing it with more appropriate species and hope to get the ropes down before the Candlelight Walk and you'll never know in the spring.

Dan Gladish, Building Official, stated they are extremely busy and for the first 2/3 of the year they issued a record number of building permits close to 1,200.00. A few of the larger recently completed projects included the Medina County Career Center, their state of the art renovation of their existing auto and diesel tech labs and classrooms. The new 131 unit Huntington Square senior living building is now complete with 41 of the units leased and tenants will be moving in on September 1st. A few of the larger projects currently under construction are four new single family homes, two new side by side duplexes, a new 10 unit townhouse project, a 48 unit senior villa apartment project, a new 78 unit assistant living facility with interconnected 20 unit patient memory care facility, 2 large manufacturing factory additions, 2 new commercial building projects, one new dialysis center and several multimillion dollar renovation projects at Medina Hospital.

Patrick Patton, City Engineer, reported since Council last met, the West Smith Rd. project is essentially complete with some minor remaining items that will not affect the traffic flow. The west side of the Route 42 project is finished and they are now working on the east side. Next week Ledgewood Drive will be closed for 30 days while that section is being replaced. Today the 2017 Concrete Street Repair Program begins and you will start seeing work all over the city in different locations.

Nino Piccoli, Service Director, was absent.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There were none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 114-17:

An Ordinance approving the three year Capital Improvement Plan for the Medina Community Recreation Center and authorizing the expenditure of \$150,000 to the Medina City Schools, in accordance with the Joint Operating Agreement. Mr. Shields moved for the adoption of Ordinance/Resolution No. 114-17, seconded by Mr. Simpson. Mr. Shields will abstain due to being employed by the Medina City Schools. Mr. Wright stated this ordinance is in accordance with the schools and city Joint Operating Agreement which requires the City to have funds available to pay for shared capital improvement costs for the Rec Center. This plan was

approved by the Rec. Advisory Board and Finance Committee. This appropriates those funds. The roll was called and Ordinance/Resolution No. 114-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. J. Shields abstained.

Ord. 115-17:

An Ordinance amending Sections 31.04 (B) and (G), 31.05, and 31.15 (A)(4) of the Salaries and Benefits Code of the City of Medina, Ohio relative to various departments. Mr. Shields moved for the adoption of Ordinance/Resolution No. 115-17, seconded by Mr. Simpson. Mr. Dirham stated this will be cleaning up 2 positions in the Finance Department where they were switched as to which one is a civil service position and the Civil Service Commission approved this and also a position that was eliminated. The roll was called and Ordinance/Resolution No. 115-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 116-17:

An Ordinance amending No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 116-17, seconded by Mr. Simpson. Mr. Dirham stated the first one is to pay for a plat, the next two are donations and need to be appropriated, and then there is a group regarding the pool where some expenses that weren't budgeted for initially because the pool hadn't been opened the last few years, and lastly there is a transfer. The roll was called and Ordinance/Resolution No. 116-17 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 117-17:

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 117-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 117-17, seconded by Mr. Simpson. Mr. Dirham stated this is paying for the coloring books for the Bicentennial Committee and they have already been printed and we need to pay the bill. The emergency clause is needed to pay the vendor quickly. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 117-17 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Council Comments:

Mr. Simpson stated the Ward 1 & Ward 2 meeting will be held on Tuesday, September 5th at Sydney Fenn Elementary School located at 320 N. Spring Grove at 7 p.m.
Dennie recognized Officer Valentine and thanked him for his many years of service.

Mr. Kolesar also gave thanks to Officer Valentine as did Mr. Lamb.

Mr. Lamb stated that South Court Street has their annual Home Tour on September 16th. This year the tour will start in the basement of what is now Huntington Bank. The stagecoach will be at the

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home tour to give rides. Tickets are available at Miss Molly's Tearoom, Cool Beans Cafe and the Medina County Visitors Bureau.

Mr. Rose thanked Officer Valentine for his service as well as wished him luck in his retirement.

Executive Session

It was moved by Mr. Shields and seconded by Mr. Simpson to enter into Executive Session to include Mayor Hanwell, Keith Dirham, and Greg Huber, at 8:07 p.m. to consider the purchase of property for public purposes or the sale of property at competitive bidding because premature disclosure would give an unfair competitive or bargaining advantage to a person who's personal, private interest is adverse to the general public interest. The roll was called and motion was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Adjournment:

The Council meeting reconvened at 8:28 p.m. and there being no further business before Council, the meeting adjourned at 8:30 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 118-17**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR SPRAY PRODUCTS CORPORATION.**

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 Spray Products Corporation.

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

SEC. 1: That the Job Creation Grant Agreement #JCG14 for Spray Products Corporation 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

ORD. 118-17
EXH. A

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# JCG14-Spray Products Corp.

(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 Spray Products Corporation with its main offices located at 1323 Conshohocken Road, Plymouth Meeting, PA 19462 and 1000 Lake Holdings LLC with its main offices located at 1323 Conshohocken Road, Plymouth Meeting, PA 19462 (hereinafter Spray Products Corporation and 1000 Lake Holdings LLC collectively referred to as "The 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, "The Company" is desirous of acquiring a building to expand their operations at 1000 Lake Road, Medina, Ohio 44256 to create 37 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 "The Company" with incentives available for the development of the PROJECT; and

WHEREAS, "The Company" 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, "The Company" 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 "The Company" and has recommended the same to Medina City Council on the basis that "The Company" 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. "The Company" shall acquire the building located at 1000 Lake Road, Medina, Ohio for the purpose of manufacturing. This project will include significant investments for building improvements including repairs and replacement of equipment and purchase of new equipment.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$7,357,000(dollars).
- B. The PROJECT will involve a total investment, plus or minus 10%, by "The Company" as follows:

1. New Machinery and Equipment	\$1,744,200
2. Improvements to Existing Buildings	\$ 1,252,500
3. Land/Building Acquisition	\$3,700,000
4. Construction of facility / improvements	\$ 500,000
5. Furniture & Equipment	\$ 160,300
TOTAL	\$7,357,000

- C. Construction of the addition and renovations will begin approximately January 2018 and will be completed approximately December, 2018.

3. Job Creation and Retention.

- A. "The Company" 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 37 new full-time permanent job opportunities in the City of Medina.

- 1) "The Company" schedule for hiring permanent full time employees is as follows:

	Number of Jobs
<u>Year</u>	<u>New to Medina</u>
2018	26
2019	0
2020	11

- B. The job creation period begins approximately December 2018 and all jobs will be in place by December 31, 2021.
- C. The Company currently has 0 employees at the project site. The Company currently has 0 employees in the City of Medina. In total, the Company has 0 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 \$1,585,000 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 Of Payroll Taxes New to Medina</u>
4	40%

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be \$9,906.25. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)
- C. To receive a grant in any given year, **"The Company"** must retain full time permanent jobs existing in Medina as per the grant Agreement.

- (1) If **"The Company"** does not achieve at least 90% of new payroll projections, **"The Company"** 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 **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **"The Company"** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **"The Company"** will receive its annual grant payment.
- (4) 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 1 projections must be met by December 31, 2018. The initial grant payment shall be made by approximately June 30th, 2022, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2020, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start 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 **"The Company"** 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 **"The Company"** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **"The Company"** 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 **"The Company"** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **"The Company"** 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. **"The Company"** shall pay all taxes and shall file all tax reports and returns as required by law. If **"The Company"** 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. **"The Company"** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **"The Company's"** 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 **"The Company"** 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. **"The Company"** certifies that at the time this Agreement is executed, **"The Company"** 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 **"The Company"** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **"The Company"** 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 **"The Company"** 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, **"The Company"** 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 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 **"The Company"** 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 **"The Company"** in all pertinent respects.
12. Termination or Modification of Incentives.

- A. If **"The Company"** 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 **"The Company"** 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 **"The Company"** 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 **"The Company'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 **"The Company"** 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 **"The Company"** 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 **"The Company"** 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) **"The Company"** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 7 (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 **"The Company"** 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 **"The Company"** moves the Project out of the

City of Medina or terminates its operations at the Facility altogether during the 7 year period beginning on the effective date of this Agreement; or within ten (10) days from the date "**The Company**" is notified by the City of Medina that any tax certification is fraudulent.

G. "**The Company**" or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of "**The Company**" or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If "**The Company**" merges with another entity or
- (iii) If "**The Company**" substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of "**The Company**" or its successor entity to perform substantially the obligations of "**The Company**" under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of "**The Company**" 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 "**The Company's**" board of directors.

H. Each provision for modification or termination hereunder shall not affect "**The Company's**" obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. "**The Company**" shall pay an annual fee of \$ 500 (five hundred dollars) in each year that "**The Company**" 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 Spray Products Corporation to:

Bart Bastian, President
Spray Products Corporation
1323 Conshohocken Road
Plymouth Meeting, PA 19046

or such other address as may be noticed.

15. Condition Precedent. **"The Company"** 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 **"The Company"**, by _____, have caused this instrument to be executed on the _____ day of _____, 2017.

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

WITNESSED BY:

Spray Products Corporation
(The Company)

By: _____

Title: _____

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

DIRECTOR OF LAW— CITY OF MEDINA

By: _____

Date: _____

ORDINANCE NO. 119-17

**AN ORDINANCE AMENDING SECTIONS 31.02 (D), 31.05
AND 31.07.7 OF THE SALARIES AND BENEFITS CODE OF
THE CITY OF MEDINA, OHIO RELATIVE TO THE FIRE
DEPARTMENT.**

WHEREAS: Due to a retirement and restructuring of the Fire Department, it has become necessary to eliminate the position of First Assistant Fire Chief, amend the Second Assistant Fire Chief/Fire Marshall Classification Job Description, and add two (2) Fire Lieutenant positions to the Salaries and Benefits Code; and

WHEREAS: Section 31.02(D), Part-Time Firefighter Payscale shall be amended to reflect the elimination of the First Assistant Fire Chief position.

WHEREAS: Section 31.05 of the Salaries and Benefits Code pertaining to the Fire Department presently reads as follows:

FIRE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Fire Chief	Pay Grade 121
1	Second Assistant Chief/Fire Marshal	13 A-F
1	Fire Operations Captain	12 A-F
1	Clerical Help (part-time)	Sec. 31.02(B)(4)
1	Custodian (part-time)	Sec. 31.02(B)(4)
3	Laborer (part-time)	Sec. 31.02(B)(4)
3	Captain (part-time)	Sec. 31.02(D)
3	Lieutenant (part-time)	Sec. 31.02(D)
	Fire Fighter (part-time)	Sec. 31.02(D)
1	1 st Assistant Chief (part-time)	Sec. 31.02(D)

Ord. 139-02, 152-04, 126-07, 99-10, 134-11, 35-13

WHEREAS: Section 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows relative to Public Safety:

<u>Public Safety</u>	
Police Records Clerk	605
Communications Operator	610
Administrative Assistant	625
Stationary Load Limit Inspector	628
Patrol Officer	630
Police Sergeant	635
Police Lieutenant	640
Police Chief	645
Parking Meter Attendant	650
Fire Operations Captain	667

Fire Fighter (part-time)	670
Fire Lieutenant	680
Fire Captain (part-time)	683
Second Assistant Chief/Fire Marshal	685
Assistant Fire Chief	690
Fire Chief	695
(Ord. 152-04, 238-04, 162-06, 99-10, 35-13)	

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

- SEC. 1:** That Section 31.02 (D) of the Salaries and Benefits Code of the City of Medina, Ohio – Part-Time Fire Department Payscale, shall be amended per the attachment marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 2:** That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Fire Department:

FIRE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Fire Chief	Pay Grade 121
1	Second Assistant Chief/Fire Marshal	13 A-F
1	Fire Operations Captain	12 A-F
1	Clerical Help (part-time)	Sec. 31.02(B)(4)
1	Custodian (part-time)	Sec. 31.02(B)(4)
3	Laborer (part-time)	Sec. 31.02(B)(4)
3	Captain (part-time)	Sec. 31.02(D)
3 5	Lieutenant (part-time)	Sec. 31.02(D)
	Fire Fighter (part-time)	Sec. 31.02(D)
1	1st Assistant Chief (part-time)	Sec. 31.02(D)

Ord. 139-02, 152-04, 126-07, 99-10, 134-11, 35-13, **119-17**

- SEC. 3:** That Section 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to Public Safety:

<u>Public Safety</u>	
Police Records Clerk	605
Communications Operator	610
Administrative Assistant	625
Stationary Load Limit Inspector	628
Patrol Officer	630
Police Sergeant	635
Police Lieutenant	640
Police Chief	645
Parking Meter Attendant	650
Fire Operations Captain	667
Fire Fighter (part-time)	670
Fire Lieutenant	680
Fire Captain (part-time)	683

Second Assistant Chief/Fire Marshal 685
~~Assistant Fire Chief~~ 690
Fire Chief 695
(Ord. 152-04, 238-04, 162-06, 99-10, 35-13, 119-17)

SEC. 4: That in accordance with Section 31.07, the job description for Assistant Fire Chief/Fire Marshal is hereby amended, accepted and approved; marked Exhibit B, attached hereto, and incorporated herein.

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

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; and wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

SIGNED: _____
Mayor

PART-TIME FIREFIGHTER PAYSCALE - 31.02 (D) - 2017

Revised 11-3-11

[illegible]

**THE CITY OF MEDINA
JOB DESCRIPTION**

IV-685

*Ord. 119-17
Revised Job
Description*

TITLE: Second Assistant Chief/Fire Marshal

REPORTS TO: Fire Chief

DEPARTMENT/DIVISION: Fire

CIVIL SERVICES STATUS: Classified

JOB STATUS: Full-time

EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: The individual in this classification is responsible for developing programs for fire prevention and conducting fire safety inspections. The Second Assistant Chief/Fire Marshal will perform duties that are administrative, technical and supervisory in nature that relate primarily to fire inspection and prevention. Supervisory duties include overseeing fire inspectors and other assigned staff, and assuming leadership of the Department in the absence of the Fire Chief and ~~First Assistant Fire Chief~~. The individual in this classification works under the general guidance and direction of the Fire Chief.

ESSENTIAL JOB FUNCTIONS:

Discovers and orders correction of deficiencies that pose a threat to life and property and may recommend corrective measures for fire hazards or safety violations to building owners.

Develops and demonstrates with the Public Educator fire prevention and fire safety programs to the public and business groups.

Maintains fire prevention and inspection records and files.

Reviews plans with the Fire Chief for new and proposed construction within the City ensuring compliance with the Ohio Fire Code and local codes and ordinances.

Develops pre-plans of target hazards within the community.

Recommends and develops proposed fire prevention policies, procedures and codes.

Issues notice of non-compliance to correct hazards and issues fire code violations, warnings and citations.

Informs officers of the Department and Department Heads of any unusual conditions found during inspections.

Responds to complaints regarding fire code violations and fire hazards.

Assists the Fire Chief in achieving the goals and objectives of the Department with regard to Insurance Services Office rating of the City and other contracted fire districts.

Responds to incidents of the Fire Department as a Fire Suppression Officer, assuming command in the absence of the Fire Chief and ~~the First Assistant Fire Chief~~.

Maintains regular and consistent attendance.

Assumes the work-related functions of a firefighter as needed.

Administers emergency medical care.

Attends continuing education programs of instruction drill and weekly training to further knowledge of current techniques used in fire protection and in the use of firefighting equipment and apparatus.

Assists in the training of new employees as assigned.

Cooperates with federal, state and local fire or building officials as required.

EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or possession of a GED.

Years of experience as stated in the Ohio Revised Code. Prefer three years of experience as a fire inspector.

Must possess alertness, mechanical aptitude, good judgment, dependability and a strong sense of public service.

License:

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

Certifications (prior to testing):

Level II Firefighter
Fire Safety Inspector
Fire Officer I
Fire Officer II

QUALIFICATIONS:

Knowledge of:

- Geography of the City and surrounding jurisdictions;
- City fire code and other state and local laws and regulations; and
- Common hazards and where to seek assistance when specific hazards are found.

Skilled in:

- Observing and directing traffic in the vicinity of an emergency scene;
- Customer service;
- Documenting and recording fire code violations; and
- Reading and writing reports, correspondence and other documents related to Department activities.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public individually or to large groups of people or over a telephone or radio;
- Annually pass a medical physical exam;
- Operate fire vehicles by both day and night;

- Observe emergency scene activity taking place;
- Work well with little or no supervision;
- Maintain an effective working relationship with subordinates in order to promote high morale and enthusiasm;
- Provide administrative and professional leadership and direction to Department personnel;
- Work well with others as a member of a team often under stressful or emergency situations; and
- Understand and follow complex oral and written instructions often under stressful or emergency situations.

PHYSICAL DEMANDS:

Must possess physical ability to react quickly in emergency situations. This position also involves occasional standing, bending, stooping, crawling, squatting, lifting, kneeling, reaching and working in cramped spaces and locations high off of the ground may be involved. Due to the nature of this position, work in this classification involves an element of personal danger and may be performed in a highly stressful environment.

ENVIRONMENTAL ELEMENTS:

This position requires that the employee work both indoors and outdoors under extreme environmental conditions that may include smoke, dirt, dust, fumes and poor visibility.

WORKING CONDITIONS:

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

EQUIPMENT USED:

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

RESOLUTION NO. 120-17**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION, RELATIVE TO ISSUE 1 AND LTIP PROGRAM FUNDING FOR THE SOUTH BROADWAY RECONSTRUCTION PROJECT.**

WHEREAS: The City of Medina, Ohio intends to apply to the State of Ohio, Ohio Public Works Commission, for funding under the Issue 1 and LTIP program funding.

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

- SEC. 1:** That the Council of the City of Medina, Ohio hereby approves the filing an application or applications to the State of Ohio, Ohio Public Works Commission, for Issue 1 and LTIP program funding for the South Broadway Reconstruction Project.
- SEC. 2:** That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application or applications with the appropriate authority and to provide all information and documentation required in the application process.
- SEC. 3:** That if the Grants are awarded to the City, the Mayor is hereby authorized to accept the Grants and enter into an agreement with the State of Ohio for the implementation and administration of the Grants.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 121-17

**A RESOLUTION DONATING FIFTEEN DELL COMPUTERS
TO THE MEDINA CITY SCHOOLS.**

WHEREAS: The City of Medina recently upgraded some of the computers at Medina City Hall and;

WHEREAS: The City would like to donate fifteen (15) 9010 and 9020 Dell computers to the Medina City Schools that are no longer needed by the City but can be utilized by the school system.

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

SEC. 1: That Medina City Council hereby approves the donation of fifteen (15) computers to the Medina City School System.

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

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

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

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

SIGNED: _____
Mayor

RESOLUTION NO. 122-17**A RESOLUTION ESTABLISHING A BLANKET PURCHASE ORDER AMOUNT LIMIT AS REQUIRED BY OHIO REVISED CODE 5705.41(D)(3).**

WHEREAS: Ohio Revised Code 5705.41(D)(3) allows political subdivisions to use blanket purchase orders for the payment of lawfully appropriated goods and services of the subdivision in place of regular purchase orders; and

WHEREAS: The City of Medina currently does not have a maximum amount allowable for purchase orders established; and

WHEREAS: The Administration has recommended a blanket purchase order amount limit not to exceed \$25,000 unless authorized by Ordinance or Resolution of Council; and

WHEREAS: Council desires to establish a blanket purchase order amount limit and related purchase order policy.

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

SEC. 1: Council hereby establishes a blanket purchase order amount limit not to exceed \$25,000 unless a purchase for a higher amount has been approved by Ordinance or Resolution of Council in accordance with Ohio Revised Code 5705.41(D)(3).

SEC. 2: A purchase order issued pursuant to any Council Ordinance or Resolution shall not exceed the amount stipulated in the Ordinance or Resolution, or when not specified, shall not exceed the appropriation or legal level of control established by Council.

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 This Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 123-17

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ADVERTISE FOR THE AUCTION, SALE OR DISPOSAL OF
CITY EQUIPMENT AND VEHICLES NO LONGER IN USE.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for the auction, sale or disposal of city equipment and vehicles no longer in use.
- SEC. 2:** That a list of the items to be auctioned and/or sold is marked Exhibit A, attached hereto and made a part hereof.
- SEC. 3:** That the Mayor is hereby authorized to dispose of any items not purchased in accordance with the law.
- 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

ORD 123-17
Exh. A

2017 AUCTION ITEMS				
DEPARTMENT	QUANTITY	ITEM	MAKE/MODEL	SERIAL/VIN
Council	1	Electric Stapler		
	1	Flip File		
	1	Diskette box		
	1	Mouse w/cord		
	1	Two hole punch		
	1	Black desktop metal file		
	1	Red plastic drawer organizer		
Economic Development	1	iphone 4 shell/holster and display protector		
	1	iphone 5c shell/holster and display protector		
	1	2006 version 8 ACT Contact & Customer Manager program		
Municipal Court	1	Luke 9040 Super G3 copier	Sail 9040	M5586001726
Mayor's Office	3	Nextel Go-getter wireless phone	Motorola 1265	
	1	Beige sweater knit long sleeved dress-size large	Old Navy	
	4	Otter box case for iphone 5/5s		
	1	Otter box case for iphone 6		
	3	Display protector 3 pk for iphone 5/5s		
Vehicle Maintenance	1	Pallet of misc. hydraulic port-power rams and pumps		
	1	Pallet of misc. small engine and water pump/generator parts		
	1	Pallet of misc. used chain falls, various capacities		
	1	Bumper mount 12 volt electric/hydraulic crane		
	2000 lb. Cap			
	1	Push mower (incomplete)	Bobcat/Ransomes	
	17	Good used tires from Crown Vic cruisers	235/55R17	
	1	2005 GMC Sierra 2500 4x4		1GTHK24005E308334

DEPARTMENT	QUANTITY	ITEM	MAKE/MODEL	SERIAL/VIN	
Sanitation	1	Hendrickson lift axle from roll off truck	MT20A-AA74		
	1	Push out panel from Leach 2R3 rear load truck			
	1	Hydraulic tank from Leach 2R3 rear load truck			
Water	1	Diesel generator	Cummins		
	1	Generator	Honda		
	1	3" Trash pump	Honda		
	2	2" Water pump	Honda		
	1	Wacker tamper			
	1	Hydraulic jack hammer and bits			
	2	Gas fans			
	1	Mantis			
	1	Tiller	Ariens		
	1	Locator for lines			
		Bicycles			
See attached lists for IT, MCRC, Parks, Police and Streets					

2017 AUCTION ITEMS - IT

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Ipad		V50382CPZ39
Phone	Mitel 5320	1VCFS12511U2
Phone	Mitel 5320	1VCFS12511UU
Mouse - logitech		LZE93155965
DVD drive		1115159L312
OKI toner		CGJ03C2415K110
Arcview Gis		709971102075
AutoCAD Map		110-99756041
Autodesk		340-03135159
Autodesk		340-03134952
Autodesk		340-03135098
Dell Toughbook		F4DCSS1
Dell Toughbook		797CSS1
Panasonic Toughbook		RQ92G-BC2HB-4VG97-K9MJ7-Q1MY6J
Panasonic Toughbook		WDFJ4-QKFX8-6BFX9-CIFM9-21DVM
Panasonic Toughbook		D38H4-TK6XD-CM968-9CUW4-PX3CX
Panasonic Toughbook		GF4HP-68DJ6-PJYJB-RP7F8-MGF6Y
Panasonic Toughbook		DKKPG-D2BBX-X498X-Y6YMW-2XT2M
Panasonic Toughbook		BMPEH-DV239-QJHRA-42M9Q-9GPDG
Panasonic Toughbook		FW36Q-HD6FD-33K6X-7CB7W-2JF3D
Panasonic Toughbook		VZRRH-QZAKV-H3RF8-W3XRK-TXVJJ
Dell Toughbook		J9RB4-QFYFK-2CPGQ-WJ3QH-2J83T
Dell Toughbook		
APC Surge Protector		4B1602P33373
APC Surge Protector		4B1531P35825
APC Surge Protector		
N9 LCD Monitor		N57090081
Asus Optiplex 9020	Records 03	48N1H02

2017 AUCTION ITEMS - IT

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Dell Tower	4700	CN-0X6252-70821-56K-F1MA
Optiplex 9010		F4W27Y1
Optiplex 9010		F5137Y1
Optiplex 9010		F4Q17Y1
Optiplex 9010		F4T17Y1
Optiplex 9010		F5027Y1
Optiplex 745		F4V07Y1
Ultra Toner (Unmarked)		105791810
Box of stuff for the Bravo 4101		
disc publisher		062013
Optiplex GX 520		BR5X1B1
Optiplex GX 520		HR5X1B2
Optiplex 9020		48M1402
Optiplex 390		39FR1R1
Dell Keyboard		CN-ON6R8G-71581-63M-015N
Dell Keyboard		6VQM5D2
Power Edge T300		C7BLVH1
APC Surge Protector		4B1506P31322
APC Surge Protector		4B1436P55809
APC Surge Protector		BB0446031291
APC Surge Protector		4B1506P31334
CA Speakers		
Top of a scanner		L9387512048
Control panel for a scanner		R724210804401761

2017 AUCTION ITEMS - IT

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Toner		RAD31201890
Random copier part		FM-116K-7PA-CF
Copier parts		150912RC250ACE0B4N1M
Copier part		TM-116K5-7PE
Copier part		D00917T080304508
Dell Keyboards		CN-ODJ454-71581-36G-00E4-A00
Dell Keyboards		CN-ODJ454-71581-36G-0KWC-A00
Dell Keyboards		CN-ODJ454-71581-36G-06V5-A00
Dell Keyboards		CN-ODJ454-71581-36G-007F-A00
Dell Keyboards		CN-ODJ454-71581-36G-040N-A00
Dell Keyboards		CN-ODJ454-71581-36G-OKUH-A00
Optiplex 3010		55HOCX1
Broken HP Charger		WDHMQQA1R34EBH
Dell Latitude D830		CN-OHN341-48643-85A-2462
Dell Toughbook		697CSS1
Optiplex 9020		4863H02
Optiplex 9020		48F2H02
Optiplex 9020		48H4H02
Optiplex 9020		4884H02
Optiplex 9020		F4S17V1
Optiplex 9020		F5327V1
Optiplex 9020		4834H02
Optiplex 9020		4883H02
Optiplex 9020		4892H02
Optiplex 9020		C46ZYR1
Ipad		DMVG8GRYDFHW

2017 AUCTION ITEMS - IT

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Dell laptop PP04X		W25TJ-6H6G8-4D4R3-VK7Q3-FBBPB
Ranger Radios (CB Radios)	Realistic TRC-217	128090
Ranger Radios (CB Radios)	"	129416
Ranger Radios (CB Radios)	Realistic TRC-207	0166834
Enercell Car Powerstrip		3TT88300 or 3TCF4937V8
10 Mega CD-RW		GSP5041
Rack		UMAG54098
Comdoc	MF764	CN-OG8432-64180-57H-1PMA
Dell E193FP		
<u>TOWERS</u>		
Dell Optiplex 960		F8N4FQ1
Dell Optiplex 755		4TOFMJ1
Dell Optiplex 755		7X95LF1
Dell Optiplex 9010		F4Y17Y1
Dell Optiplex 9010		F5127Y1
Dell Optiplex 780		FW14FQ1
Dell Optiplex 755		FX95LF1
Dell Optiplex 755		BY43MJ1
Dell Optiplex 780		3CY9FN1
Dell Optiplex 780		7M993M1
Precision T1500		CSV1NL1
Dell Dimmision 4700		557HH81
Law Copier	AFIC10 MP 5000	M5785300596

2017 AUCTION ITEMS - IT

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
<u>HARD DRIVES</u>		
Seagate		3FDOS6B2
Seagate		3FD0VJZG
Seagate		3FDOW3F3
Seagate		3FDOW177
Seagate		3FD0UR7L
Seagate		3FD0V80B
Seagate		3FD0WOLK
Seagate		5JVKQAF2
Seagate		5JVKKNCG
Samsung		S1VCJ90QB11869
Samsung		S01JJ60XB43963
Samsung		S01JJ60XB43955
Western digital		WCANMC297710
Western digital		WMAJE1542275
Western digital		WMAM96500143
Quantum		186005938664
Seagate		5RX9KBA3
Maxtor		Y2M35X6E
Maxtor		Y2MZEXKE
Hitachi		TH-03E155-12561-46B-9LD9
Hitachi		CYL16383 H16 SG3
Western digital		WCAM9A607119
Samsung		S01JJ608B43952
Seagate		9LR4D50F
Western digital		WCAS88152545

2017 AUCTION ITEMS - IT

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
<u>SCHOOL DONATIONS</u>		
Dell 910		48H4H02
Dell 910		4883H02
Dell 910		4883H02
Dell 910		4882H02
Dell 910		4892H02
Dell 910		F4Q17Y1
Dell 910		F4X17Y1
Dell 910		F5127Y1
Dell 910		F4Y17Y1
Dell 910		F4517Y1
Dell 910		F5327Y1
Dell 910		F5027Y1
Dell 910		F5137Y1
Dell 910		F4W27Y1
Dell 910		48F2H02

Medina Community Recreation Center (MCRC)

2017 Auction List

Jewelry:

Pandora bracelet w/ 11 pendants
Men's ring w/ lightning bolt design on rolling center
Bracelet- Women's chrome plated (like watch band)
Bracelet- w/ Presidential Protective Division pendant
Necklace- Silver Ice Cream Cone
Necklace- oval charm w/ purple stone diamond edge
Bracelet - Blue stone
Necklace- Silver Hawk w/ turquoise beads
Pendant- gold "I love you Mom"
Bracelet- sm. green/silver stretch
Necklace- with small gold pendant
Necklace- gold and diamond butterfly
Ring- Silver Marcasite
Bracelet- black w/blue beads
Bracelet- Gold Bangle w/ two jewel hearts
Necklace- gold Italian horn
Ring- old silver band
Pendant- silver, 2 doves w/ light blue and dark blue stones
Pendant- w/ card for Prayer to St. Jude
Hair band- w/ diamond/pearl design
Necklace- Rosary- white/green beaded – white cross
Bracelet – pink/white Hello Kitty
Bracelet – green leather w/ silver "Faith" charm

Earrings:

Diamond stud
Emerald
Silver hoop
Sm. diamond stud
Green ball w/ gold closure
Lg. Silver hoop
Silver w/ lots of circles
Gold double hoop
Silver w/ turquoise stone
Silver hoop
Rose Gold around rhinestone drop
Grey hoop
Lg. silver hoop
Lg. diamond stud
Silver dangle earrings – purple/blue stones (pair)

Watches:

Casio – gray watch W-214H

Garmin- black (Fitbit) watch

Phones:

Kyocera QUALCOMM 3G phone

Misc. Electronics:

Beats by Dr. Dre – green headphones w/ black/red case w/ USB cord

Amazon Kindle – w/ black durable case	FCC ID: ZEV-1229	Model: DO1400
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IPOD - Lg. Apple 30GB – black	S/N: 8K630VLTTXK	Model: A1136
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IPOD – orange w/ black ear buds	S/N: YM9497NM72F	Model: A1320
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IPOD mini- blue MP3 player w/ white ear buds	N/A	N/A
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Beats – Power Beats earbuds w/ case and USB cord

Fitbit – black wrist band

Sony Walkman DMP red w/ black case	Model: NWZ-E374
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Fitbit mini – black

Fitbit – black (shoe slip)

Jahra earbuds

Allimity earbuds

JVC earbuds

Samsung earbuds

(2) Pair Generic earbuds

Misc. Items:

21 Pilots wallet (black/white with designs)

(7) Pair reading glasses

(6) Pair sun glasses

(6) Pair swim goggles

1 pair Under Armor flip flops

Smart phone holder – Tuning Belt

Smart phone holder- Belkin

Smart phone holder – Spotline

Smart phone rubber lanyard - Gear Beast

Headband – Chinese “Victory”

Mueller Knee band

Fidget spinner – blue

Parks

DEPT.	ITEM	QUANTITY	SERIAL NUMBER	TBD
Parks	Gladden 2400 pressure washer (not working)	1	8907413	
Parks	2004 Toro Groundmaster batwing mower	1	30411-230000338	***Reserve***
Parks	Wayne Dalton 4' roll up window	1		
Parks	Double pool slide,no deck	1		
Parks	Aluminum/Vinyl pool deck chairs	9		
Parks	plastic pool deck chairs	5		
Parks	Lifeguard platform 2' high x 3' x3'6" with seat Lifeguard platform 4'6" high with seat	1		
Parks	round fiberglass picnic tables	3		
Parks	Aluminum pool deck chairs	3		
Parks	Pool entry ladder frames	4		
Parks	Atlas Soundolier speakers	2		
Parks	QSC,RMX 2450 Amp	1		
Parks	QSC,RMX 850 Amp	1		
Cemetery	Trash pump Honda GX120	1	GCAAT-1481771	
Cemetery	Toro Zero Turn mower #2	1	74416/250005342	***Reserve***

as of 8.15.17

Police
ITEMS FOR AUCTION (FORE ITEMS 2017) MPD

Medina PD Property #	Description of Property
11-01295	Lamp
11-01799	Tea Pot
12-00477	3 PSP Games (God of War)(Reflex)(Sonic Rivals)
12-00575	NIKE shoes
12-017300-1	Flashlight
13-012966-3	Sentry Safe
13-015176-4	Kindle (Original to Destrux-moved to Auction)**
13-019687-7	RCA DVD Player (Original to Destrux-moved to Auction)**
14-000725-1	Aoyue digital hot air rework station w/soldering iron B1003A. S/N: 201329453
14-000725-2	Aoyue digital hot air rework station S/N: 201317803
14-000725-3	Scotte Infrared BGA Rework Station, IR6000
14-000725-5	Aoyue Hot Plate System, S/N: 35002012051600048
14-000725-6	3000 watt Voltage Converter Transformer 100/200v
14-000725-7	Briefcase
14-000725-8	Acer Computer Monitor, S/N: ETL380B06380309EB03915
14-000725-9	Xuron Wick Gun Model 170-II
14-000725-10	WD Passport external hard drive
14-000725-17	Replacement soldering gun/iron/supplies
14-000725-18	Misc. Gift cards (Walmart)
14-000725-19	Belkin Router w/power cord
14-000725-20	Instruction manual for Aoyue and Advanced Lead-Free Repairing System
14-000725-21	E3 Nor Flasher Computer Component
14-000725-22	Motorola Modem with power cord

ITEMS FOR AUCTION

14-000725-23	Rockstone Power Transformer, S/N: GS201303SA004016
14-000725-24	Misc. Gift Cards; Wendy's, GameStop, Mastercard
14-000725-25	ZyXEL Router with power cord, S/N: S120Y43064981
14-000725-26	Linksys Broadband Router, S/N: CGNC1G629403
14-000725-27	Aoyue Soldering Station, S/N: 2011044850
14-000725-28	Samsung cell phone, S/N: 99000334162461
14-000725-30	Motorola cell phone, S/N: M176SG2KCC
14-000725-31	Aoyue replacement soldering irons
14-000725-32	Samsung Galaxy S4, S/N: 990003521290433
14-000725-33	HP Pavillion laptop, S/N: CNF7495Z5B
14-000725-34	HP touchsmart laptop, S/N: CNF9210VXG
14-000725-36	Aoyue soldering gun tips, soldering wire, and flux
14-000725-37	Seagate hard drive, S/N: 3PJ1SW1Z
14-000725-38	Seagate hard drive, S/N: SPJ1LQSY
14-000725-39	Motorola N4G cell phone
14-000725-40	Seagate hard drive, S/N: 5LY3SJCG
14-000725-41	Xuron micro-shear cutters, Model 170-II
14-000725-42	Seagate hard drive, S/N: 3PW0A3XX
14-000725-43	Netgear thumb drive
14-000725-44	Apple iPod, Model-80GB
14-000725-45	Agptek tablet 4.0
14-000725-46	Verizon cell phone w/shattered screen, S/N: HT9B1HG19424
14-000725-47	Apple iPhone w/cracked case and power button not working properly.
14-000725-48	Clear plastic box containing misc. tools

ITEMS FOR AUCTION

14-000725-49	Motorola, S/N: L826SQ2C33
14-000725-50	Sandisk 8 GB thumb drive
14-000725-51	MP3 player with USB cord
14-000725-52	Wireless adapter 150 Mbps
14-000725-53	T-Flash USB thumb drive
14-000725-54	Barns & Noble Nook with power cord
14-000725-55	Dell Inspiron M5030 lap top with power cord
14-000725-57	Microsoft Red Xbox, S/N: 118778390405
14-000725-58	Irulu tablet, Model AX101
14-000725-59	Toshiba laptop w/ power cord, S/N: YC150588Q
14-000725-60	Microsoft Xbox 360, S/N: 414578694605
14-000725-61	Samsung hard drive, S/N: S1UYJ1KZ303848
14-000725-62	HP laptop, S/N: 3CF1240YJN
14-000725-63	Seagate hard drive, S/N: 5YD70643
14-000725-64	Microsoft Xbox 360, S/N: 031086303908
14-13033-10	Toys
15-002558-4	Perfume
15-002558-5	Perfume
15-004912-3	Bolt Cutters
15-005264-1	Samsung Galaxy
15-005264-3	3G Touch Book
15-005264-4	Universal Battery Packs
15-005264-5	Wireless Headset
15-012600-4	Watch Display Case w/Watches

ITEMS FOR AUCTION

16-001661-1	iPad w/protective case
16-002793-1	Samsung Galaxy S5
16-006077-1	Silverware Set
16-006362-1	Bicycle
16-006580-1	Bicycle
16-006624-1	Bicycle, pink Girltalk brand
16-006624-2	Bicycle, blue Roadmaster
16-007614-1	Bicycle, blue Mongoose
16-007726-2	Bicycle, black and white Genesis Cruiser
16-007793-1	Bicycle, red Hot Wheels
16-008825-1	Generator Part
16-009068-1	Bicycle, grey Roadmaster Quarry Ridge mountain bike
16-009446-1	Bicycle, Schwinn Falcon
16-009998-1	Goodyear Tire on Wheel
17-000284-1	Bicycle, purple Rally
17-000304-4	Samsung TV (S/N: 02PZ3CVG100285P)
17-000304-7	LG Flat Screen TV (No S/N)

Police
ITEMS FOR AUCTION (MPD) 2017

MPD Property (Auction - 2017)		
Item	Description of Property	Quantity
1	2005 Ford Crown Victoria (2FAFP71W05X179933) (#93)	1
2	2009 Ford Crown Victoria (2FAHP71V89X141940) (#88)	1
3	2008 Ford Crown Victoria (2FAFP71V98X112095) (#98)	1
4	Pelican Case 1450: (containing)**	1
5	Canon Digital Rebel Xti EO5 s/n: 1520802911** obsolete media card not compatible with	1
6	Canon Ultrasonic EFS Lense 17-85mm** component of above item.	1
7	Canon Ultrasonic Lense 70-300mm** component of above item.	1
8	Pelican Case 1450: (containing)*	1
9	Yashica 2000 Super FX-3 Camera w/ 50mm lense* 35mm not compatible with current e	1
10	Yashica Lense 28-80mm* component of above item.	1
11	Yashica Lense 75-200mm* component of above item.	1
12	Cobra Macroflash* component of above item.	1
13	Kenwood Hand Radio	1
14	Symphonic 13" TV Model SC3913 w/built in VCR player, s/n: V01907503	1
15	Accurian VCR-DVD Recorder, s/n: D20618115	1
16	Vanguard MK-Z Camera Stand	1
17	Slik Insta-Lock 960 G-QL Camera Stand	1
18	Instand Camera Stand with Cloth Case	1
19	Police Car Overhead Light Bar with Console (currently still on cars#93,#88,#98)	3

Streets

Auction 2017

- 10 – Filing Cabinets w/4 drawers, steel
- Numerous Traffic Signals
- Traffic Controller Boxes
- Street Luminaires + misc. parts
- Old Street Name Signs – 5 to bundle –numerous
- 1993 International Utility Sign Truck w/Utility body
- 2000 Navistar Large Dump Bed and Frame (Dump Frame incomplete) – Cab and Chassis
- Folding Voting Booths (old)
- Misc. Hand Tools
- Pedestrian Crossing Signals
- Wooden Workbench w/wheels
- Natural Gas Forced Air Bay Heater
- Metal I-Beams

RESOLUTION NO. 124-17**A RESOLUTION EXTENDING THE INTENSIVE SUPERVISION PROBATION GRANT FOR THE MEDINA MUNICIPAL COURT THROUGH THE FISCAL YEAR 2019, AND DECLARING AN EMERGENCY.**

WHEREAS: Notice was received from the Ohio Department of Rehabilitation and Correction that the Intensive Supervision Probation Grant for the Medina Municipal Probation Department has been extended to June 30, 2019 at the estimated funding level of \$210,822.00.

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

- SEC. 1:** That the Intensive Supervision Probation Grant, FY15 Community Correction Act Grant between the Ohio Department of Rehabilitation and Correction and Medina County is hereby extended to June 30, 2019.
- SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the Grant took effect July 1st; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____**SIGNED:** _____**President of Council****ATTEST:** _____**APPROVED:** _____**Clerk of Council****SIGNED:** _____**Mayor**

ORDINANCE NO. 125-17

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2017 FORD F550 4 WHEEL DRIVE TRUCK EQUIPPED
WITH A UTILITY BED FROM MONTROSE FORD FOR THE
STREET DEPARTMENT.**

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

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

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

SEC. 1: That the purchase of one (1) 2017 Ford F550 4 wheel drive truck equipped with a utility bed from Montrose Ford through the State of Ohio Community University & Education (C.U.E.) Purchasing Association is hereby authorized for the Street Department.

SEC. 2: That the funds to cover this purchase, in the amount of \$60,806.66, are available in Account No. 105-0610-54417.

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

ORDINANCE NO. 126-17

AN ORDINANCE AMENDING SECTION 31.02(B)(6) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE INTENSIVE SUPERVISION PROBATION EMPLOYEES FOR THE MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.02 (B)(6) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows:

(6) MUNICIPAL COURT GRANT POSITIONS

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer*	\$25.01/hr.
1 Secretary II (part-time)*	\$16.32/hr.
1 Group Facilitator (part-time)*	\$23.97/hr.

*Positions effective to June 30, 2017. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16))

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

SEC. 1: That Section 31.02(B)(6) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows:

(6) MUNICIPAL COURT GRANT POSITIONS

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer*	\$25.01/hr. \$24.54/hr.
1 Secretary II (part-time)*	\$16.32/hr.
1 <u>Probation Officer/Group Facilitator*</u>	\$23.97/hr. \$24.54/hr.

*Positions effective to **June 30, 2019**. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, **126-17**)

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the grant is effective as of July 1, 2017; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date: July 1, 2017

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
NON-RESIDENTIAL MISDEMEANANT

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL FELONY (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 770 West Broad Street, Columbus, Ohio and The City Of Medina (hereinafter referred to as Grantee), 135 North Elmwood Ave., Medina, Ohio, 44256. The Grantor and the Grantee

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to Two Hundred and Ten Thousand Eight Hundred and Twenty-Two dollars (\$210,822.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$26,352.75, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 34-6001851. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
Intensive Supervision	408-ISP-2018-App-MediMuniAPD-00041	\$ 210,822
		\$
		\$
		\$
		\$
		\$

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2019. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2018 and 2019. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
 6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
- A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th 2018 (FY '18) and September 30th 2019 (FY '19).
 - C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.
 - a. Period One – July 1, 2017 to December 31, 2017 Due Date – January 31, 2018
 - b. Period Two – January 1, 2018 to June 30, 2018 Due Date – July 31, 2018
 - c. Period Three–July 1, 2018 to December 31, 2018 Due Date – January 31, 2019
 - d. Period Four – January 1, 2019 to March 31, 2019 Due Date – April 30, 2019

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

- 11. Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

- 12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order

2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

- 13. Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
- 14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
- 15. Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
- 16. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
- 17. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
- 20. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

Pot Guzman/kb 7-18-17
County Commissioner Date

[Signature] 7/17/2017
County Commissioner Date

[Signature] 18 Jul 17
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

FOR THE GRANTEE:

Mayor/City Manager Date



CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Program Type Selection

Primary Program Type

Community Work Service

Day Reporting

Domestic Violence

Electronic Monitoring

✓ Intensive Supervision

Jail Case Management

Non Supervisory Treatment Program

Non Support

Other:

Work Release

Pretrial

Prosecutorial Diversion

PSI

Re-entry Court

Residential

Sheriff Program

Standard Probation

Secondary FUNDED Program Types

Instructions and Explanation: MUST BE FUNDED WITHIN THE PRIMARY PROGRAM BUDGET.

Check any of these sanctions or services (programming) that are funded in part or entirely through CCA funding. Contact your grant representative with questions.

Day Reporting

Domestic Violence

Work Release

Non-Supervisory Treatment Program

Jail Case Management

Pretrial

Re-Entry Court

Prosecutorial Diversion

Residential

Community Work Service

Electronic Monitoring

PSI Writers

Non Support

✓ Other Clinical case management/counseling

✓ Other General Supervision

Other

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

✓ Yes No

If yes, please summarize below any information that was added or removed from this page.

We are requesting a modification of the program structure to allow for an additional part time officer instead of a part time clerical staff person.

General Program Description 1

1. Please provide a detailed description of the program.

The intensive supervision probation (ISP) will primarily target moderate and high risk offenders, who in the absence of such program would be sentenced to a term of incarceration. A recommendation for an offender to be placed on ISP will be made following the pre-sentence investigation. This recommendation will be based on various socioeconomic and criminogenic factors, which affect offender's risk level according to the Ohio Misdemeanor Assessment Tool. The Court may also determine that a certain offender is in need of intensive supervision, and may assign that offender to the ISP officer's caseload.

ISP program will offer varying levels of supervision. Offender's level of supervision while on ISP will be determined according to the risk level and various needs that may need to be addressed while the offender is on supervision.

The general supervision program will target moderate risk offenders who may not necessarily need intensive supervision based on the aforementioned assessments, but would benefit from more cognitive behavioral interventions than are available through the court's current general supervision protocol. These offenders will also have a history of a prior community control experience within the past ten years.

2. The program's main purpose is to:

Reduce Jail Incarceration ☒ Reduce Recidivism

3. What courts does this program serve?

Common Pleas Court ☐ Other ☐
County Court ☐
County Municipal Court ☐
☒ Municipal Court

4. What is the average length of time that offenders will participate in the program?

4 to 12 months

5a. What offender population is your program designed to serve?

Misdemeanant offenders

5b. Indicate the risk level of offenders in the program, as determined by ORAS or CCA Risk/Needs tool. (select all that apply) *

Low ☐
☒ Moderate
☒ High
Very High ☐

5c. Is the program designed to serve a specific target population, e.g., DUI, sex crimes, domestic violence, non support cases?

Yes ☒ No ☐

If yes indicate target population:

6. Provide your program eligibility requirements (admission and exclusionary criteria).

Offenders will be placed on ISP as a result of various factors. Moderate and high risk offenders who are not appropriate for general supervision could be considered for the program in lieu of incarceration. Offenders who were placed on general supervision, but have been found to be probation violators, could be placed in the program in lieu of incarceration.

High risk offenders who are sanctioned to significant periods of incarceration for public safety reasons would not be included in this program. Low risk offenders with no identifiable criminal history or substance abuse issues would not be included in this program.

Offenders will be placed on general supervision if they are moderate risk and have a prior history of being on community supervision within the past ten years.

7. Describe in detail how offenders will be referred to the program.

Offenders are referred to the program following a court order made via a journal entry.

For the counseling component of the program, offenders are referred by the ISP officer or the general supervision officer to the designated treatment providers according to their needs and risk status.

Was any new information added to this page that was not included in the FY17 application or was there information

CCA Application 2018

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General Program Description 1

removed from this page that was included in the FY17 application?

☒ Yes ☐ No

If yes, please summarize below any information that was added or removed from this page.

05/2017 - Modifications are being made to the existing program in order to maximize the number of offenders who may be served. The part time clerical position is being replaced with a part time officer position in order that the court will be able provide direct services at both the intensive and non intensive level.

General Program Description 2

8. Which validated assessment tool(s) does the program use? Only indicate the assessment(s) administered in-house by program staff. Do not indicate assessments performed by referral agencies.

ORAS Pretrial Assessment Tool (PAT)	Adult Basic Education (TABE)
✓ ORAS Community Supervision Screening Tool (CSST)	IQ Test:
✓ ORAS Community Supervision Tool (CST)	Texas Christian University (TCU) Assessments:
Supplemental Reentry Tool (SRT)	University of Rhode Island Change Assessment (URICA)
Addiction Severity Index (ASI)	✓ Other: ORAS-MAT
Brief Symptom Inventory (BSI)	Other:
Substance Abuse Subtle Screening Inventory (SASSI)	Other:
Ontario Domestic Assault Risk Assessment (ODARA)	
None	

If None is selected please explain below and skip to question 13 (on next form).

9. Indicate when the above listed assessment(s) will be completed.

✓ During the Presentence Investigation	✓ Upon entrance to the program
Prior to sentencing	At specified intervals during the program.
Upon referral to the program	Upon successful termination from the program

10. Describe why and how you use this assessment tool(s). Include information on who completes the assessment tool(s).

This program is currently using the MATS assessment tool for its offenders. Assessment tool is administered by the probation officer assigned to the case during the presentence investigation process. Based on the results of the MATS, the offender will be appropriately assigned to a level of programming. If offenders are sentenced without a presentence investigation the MATS will be administered upon entrance to the program.

11. How will the assessment instrument (or 'results') be utilized to develop individualized programming for each offender?

High risk individuals will receive the greatest amount of services/interventions, and will report more frequently than moderate or low risk offenders to whom service delivery reporting requirements will also be adjusted according to their classification. The results will be used to separate individuals of various risk levels for the purpose of administering interventions in group settings.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ✓ No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Solutions Behavioral Health Care

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

Employment Assistance	Residential Treatment	Domestic Violence Classes
Mental Health Counseling	<input checked="" type="checkbox"/> Substance Abuse Counseling	Cognitive Behavioral Classes
Parenting Classes	Vocational Training	GED Classes
Day Reporting Classes	Sex Offender Treatment	None
Other:		

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Solutions Behavioral Health Care

Length of Service: 6 - 12 months

Frequency of sessions: 2 times per week

Name of curriculum and Author:

Solutions Behavioral Healthcare provides several group treatment options based on the University of Cincinnati Cognitive Behavioral Interventions curriculum for substance abusing offenders. The majority of offenders with moderate need in the area of substance abuse and will attend Phase I and Phase II Recovery group sessions for a total of 78 hours. They may be referred to aftercare following group completion (Relapse Prevention Phase I and II, which are also based on the U.C. CBT model). Offenders who are in need of Intensive Outpatient treatment may also receive these services through Solutions Behavioral Health Care (108 hours total). This IOP program is CBT based.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Due to the limited number of available facilitators and treatment times, groups are currently unable to be separated by gender. Moderate risk offenders are the primary focus of the groups, and efforts are being made to separate by risk level for all groups. The average group size for Recovery Group I and II is 8 clients with an established facilitator to client ratio of 1 to 12.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☒ No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

Employment Assistance	Residential Treatment	Domestic Violence Classes
Mental Health Counseling	Substance Abuse Counseling	Cognitive Behavioral Classes
Parenting Classes	Vocational Training	GED Classes
Day Reporting Classes	Sex Offender Treatment	None

☒ Other: Clinical Case Management Services

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 4 - 6 months

Frequency of sessions: once every two weeks

Name of curriculum and Author:

Some offenders in the program engage in services with clinical case managers. An assessment for mental health and substance abuse issues is administered to all referrals and a case plan for services is developed based on the assessment results and personal interviews with the offender. Individual and group sessions may focus on resolving criminogenic needs and may address everything from negative peer associations to substance abuse issues, to educational/employment goals.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Services are structured to initially serve individuals of moderate or high risk levels in "one-on-one" sessions with the clinical case manager. Male offenders may be referred into a CBT group facilitated by the clinical case manager.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

☒ Yes No

If yes, please summarize below any information that was added or removed from this page.

Indicated that these services are available to both ISP and general supervision offenders.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

Employment Assistance	Residential Treatment	Domestic Violence Classes
Mental Health Counseling	Substance Abuse Counseling	<input checked="" type="checkbox"/> Cognitive Behavioral Classes
Parenting Classes	Vocational Training	GED Classes
Day Reporting Classes	Sex Offender Treatment	None
Other:		

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 4 - 6 months

Frequency of sessions: once per week

Name of curriculum and Author:

Getting Motivated to Change - TCU Institute of Behavioral Research

Stages of Change - Kendra Cherry

Cognitive Behavioral Therapy - David Burns, MD

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Clinical sessions are divided between a group setting and individual sessions on alternating weeks. Groups serve medium and high risk offenders, and are approximately 10-14 people in size. Groups are separated by risk.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☐ No ☒

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

Employment Assistance	Residential Treatment	<input checked="" type="checkbox"/> Domestic Violence Classes
Mental Health Counseling	Substance Abuse Counseling	Cognitive Behavioral Classes
Parenting Classes	Vocational Training	GED Classes
Day Reporting Classes	Sex Offender Treatment	None
Other:		

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 4 - 6 months

Frequency of sessions: once per week

Name of curriculum and Author:

The violence prevention program is a behavioral management program targeted toward offenders with convictions of domestic violence or related charges. It is a total of 32 hours . The curriculum used is the EMERGE model for batterer intervention.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

The group is limited to participants of the male gender with an average size of 6 to 10 members. There are always 2 facilitators (one male and one female). The majority of participants are of moderate risk level.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☐ No ☒

If yes, please summarize below any information that was added or removed from this page.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

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General Program Description 3: In-house CBT programming

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

Employment Assistance	Residential Treatment	Domestic Violence Classes
Mental Health Counseling	Substance Abuse Counseling	<input checked="" type="checkbox"/> Cognitive Behavioral Classes
Parenting Classes	Vocational Training	GED Classes
Day Reporting Classes	Sex Offender Treatment	None
Other:		

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: In-house CBT programming

Length of Service: 4 - 6 months

Frequency of sessions: once per week

Name of curriculum and Author:

Cognitive Behavioral Interventions program developed by University of Cincinnati.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Programming will serve medium risk offenders. There will be 2 sessions offered. It is estimated that the average group size will be approximately 10-14 offenders at a time.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☒ No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 4

14. Which of the following techniques/interventions are staff formally trained to use in day to day interactions with offenders?

Check all that apply

- | | | |
|-----------------------------|------------------|-----------------------------|
| ABC Model | ✓ Skill Building | ✓ Motivational Interviewing |
| ✓ Cost Benefit Analysis | Skill Cards | ✓ EPICS |
| Decisional Balance | Skillstreaming | ✓ Carey Guides |
| ✓ Problem Solving Worksheet | Thinking Report | None |
| Other | | |

15. Please indicate which of the following Behavior Modification Techniques are used to reinforce positive behavior:

Check all that apply

- | | |
|---|--|
| ✓ Verbal Praise | offenders name placed on award/plaque |
| ✓ Decrease in Reporting Frequency | Issue a certificate |
| ✓ Early termination from supervision | Free homework pass |
| GED class time counts as community service once offender achieves GED | Coupon redeemable for rewards |
| ✓ Supervision fee reduction | ✓ "positive feedback" report to judge/P.O. |
| ✓ "Good job" tokens | Removal/reduction of a sanction |
| Extended curfew | Removal from Behavior Contract |
| Travel pass approval | Graduation ceremony for program completion |
| ✓ Reduction in supervision level | Announced/recognized as client of the week/month |
| None | "thank you" note |
| Other | |

16. Please indicate which of the following Behavior Modification Techniques are used to address violation behavior:

Check all that apply

- | | |
|---|------------------------------------|
| Day Reporting | ✓ Placement in out-patient program |
| ✓ Increase in supervision level | Placement in halfway house |
| Summons before a Supervisor/administrator | Placement in CBCF |
| Structured supervision activities | ✓ Electronic Monitoring |
| Summons before a Unit Supervisor | ✓ Community work service |
| ✓ Substance Abuse testing | ✓ Summons before a judge |
| Residential curfew | ✓ Increase length of supervision |
| Formal written reprimand | ✓ Revocation |
| ✓ More frequent reporting | ✓ Jail incarceration |
| None | |
| ✓ Other No contact orders with victims. | |

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

✓ Yes No

If yes, please summarize below any information that was added or removed from this page.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

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General Program Description 4

The training experience of new program staff is different from that of past personnel.

General Program Description 5

17. Describe how contact frequency and supervision requirements vary by ORAS or CCA Risk/Needs tool risk levels upon placement into the program.

In the ISP program, high risk offenders begin the program by weekly reporting. High risk offenders are required to participate in CBT based programming addressing various criminogenic needs. High risk offenders are required to complete more programming hours than other risk levels. As the offender progresses through their required programming, their reporting requirements are decreased. Moderate risk offenders are required to report to their probation officer at least 2 times per month.

Moderate risk offenders are required to participate in CBT based programming addressing various criminogenic needs. Moderate risk offenders are required to complete fewer programming hours than higher risk offenders. As the offender progresses through their required programming, their reporting requirements are decreased.

Under some circumstances, low risk offenders with high need in specific area/areas are required to report to their probation officer and complete CBT programming needed specific to their criminogenic needs.

In the general supervision program offenders will initially report monthly or slightly more frequently as needed. After a significant period of success (at least four months) their reporting interval may be adjusted to every six to eight weeks.

18. Describe how contact frequency and supervision requirements change as an offender progresses through the program.

The ISP program is structured to be completed in four different phases. Reporting requirements are determined according to the offender's risk level and their phase progress.

First phase (goal setting phase), offender is required to complete all required assessments and develop a case plan. Once those goals are met, offender is moved to the second phase.

Second phase (treatment phase) requires the offender to attend and participate in treatment. Before offender can be advanced to the third phase, offender has to receive at least 2 rewards, and be in compliance with all probation conditions for a minimum of 6 weeks.

Third phase (maintenance phase) requires the offender to continue to be in compliance with all of the treatment goals and probation conditions. Before the offender can be advanced to the fourth phase, offender has to complete all of the required treatment, complete all of the case plan goals, and score a required increase on the behavioral assessment tool which is first administered during phase one.

Fourth phase (request for termination) may occur after all of the programming goals have been met. Offender's case may be discussed with the appropriate judicial authority to explore early probation termination.

In the general supervision program the minimum monthly reporting requirement may be reduced based on an offender's overall progress as assessed by the officer, the score of the behavioral assessment tool (administered upon entrance into the program , and following the receipt of treatment and/or other CBT interventions) , and the number of appropriately accrued dosage hours.

19. Describe the process and any evaluations/tools/assessments used by which your program periodically and objectively assess progress on supervision and successful completion. (i.e., completion of case plan goals, reduction in criminal thinking according to validated assessment results.)

The program uses a BCS approved behavioral assessment tool, designed to measure offender's progress. This tool is administered by the supervising officer pre and post treatment. Additional assessments are administered by the CBT based programming, which use the TCU's Criminal Thinking Scale as a measure of progress.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

✓ Yes No

If yes, please summarize below any information that was added or removed from this page.

05/2017 - Updated supervision frequency according to the new structure.

General Program Description 6

20. Describe the quality assurance measures in place regarding the following topics (include position/person performing the QA and frequency of QA checks):

a. Timeliness and accuracy of CCIS-Web data entry

The project director completes file audits on all cases assigned to the program. The audit will be within six weeks of a person being enrolled in the program. At that time CCA data is reviewed for completion and accuracy. A written audit report is included in the case file for program staff to make any necessary corrections.

b. Compliance with internal policy and procedures regarding offender contacts & case file documentation requirements

During the file audit process, the project director reviews case notes, case plans, entrance surveys, the behavioral assessment tool and all required components such as the signed conditions of probation, the journal entry ordering supervision and a copy of the presentence report. The files are inspected for necessary documentation of employment verification, participation in required treatment programs and the like. Any discrepancies are noted in writing and referred to the appropriate staff member.

21. Describe how the program will improve the quality and efficiency of the local criminal justice system.

The program will protect the community from more serious misdemeanor offenders who would have been sentenced to jail (at public expense) without such a program. The program also provides municipal judges with an additional sentencing option which has a rehabilitative focus.

22. How will the program reduce the need for incarceration in the jail or state prison system?

The structure of the program, coupled with individual case plans and treatment interventions, will result in offenders being effectively monitored in the community.

23. Are offenders required to pay any fees in order to participate in this CCA program?

☒ Yes ☐ No

If Yes, indicate the amount of the fees, the reason for the fees, and if the fees off-set program

Fees are collected in the amount of \$480 per offender. The fees are placed into the probation budget which is the main source of funding for the probation department's operations. The fees off set the program costs by covering numerous program expenses which are not funded by the grant.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

☒ Yes ☐ No

If yes, please summarize below any information that was added or removed from this page.

20b- Several additional elements have been added to the file audit process, based on the new structure of the program .

General Program Description 7

24. Indicate the program's primary goal and objective(s)

Goal: To reduce recidivism by providing appropriate and meaningful interventions for offenders being supervised in the community.

Objective 1: To properly assess the risk level of each offender.

Objective 2: To assign each offender to the appropriate level of supervision.

Objective 3: To provide proper interventions based on risk level and offender needs.

25. Indicate how the primary goal and objective(s) will be measured.

Measure for Objective 1: The number of risk assessments completed.

Measure for Objective 2: The number of offenders assigned to intensive supervision.

Measure for Objective 3: The number of offenders assigned to evidence-based interventions.

26. List (at least 3) up to five additional program goals, objectives and methods of measurement for each. If extra lines are needed fill out available text boxes and save the page. 3 additional blank boxes will appear after the page is saved.

Goal: To reduce local jail commitments .

Objective: To monitor the behavior of offenders within the community.

Measure: The number of offenders completing supervision successfully.

Goal: To implement positive change in the behavior of moderate and high risk offenders.

Objective: To address the criminogenic needs of moderate and high risk offenders.

Measure: The number of offenders successfully completing cognitive behavioral , substance abuse, educational, and other relevant programs.

Goal: To expand the use of best- practices in supervision of offenders.

Objective : To maintain a caseload of intensive supervision offenders as well as a caseload of general supervision offenders who are subject to evidence based interventions.

Measure: The number of offenders referred to the program.

27. List offender/programming resources NOT available in the community, that you see as a predominant need for offenders in your program.

Employment resource group focusing only on offenders.

Educational programs focusing on offenders.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

✓ Yes No

If yes, please summarize below any information that was added or removed from this page.

Goals changed based on change in program structure.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Community Correction Act: Outcome Goals

Program Outcome Goal(s): Effective FY18, all Community Correction Act grants are required to have THREE outcome goals associated with their program. The outcome goals listed on this page will directly correspond to the outcome goals on the bi-annual performance report. Please enter the program type associated with this grant by using the drop down list within goal #1. Recidivism Reduction programs will be required to comply with Goal #3A. Incarceration Reduction programs are required to comply with #3B. **Electronic Monitoring and Prosecutorial Diversion Programs please select the option with the appropriate EM or PD funding line.**

Program Outcome Goal #1:

The Intensive Supervision* program shall maintain a minimum successful completion rate of %.

Program Outcome Goal #2:

The program shall achieve at least 95% of the diversion target established by this grant.

Program Outcome Goal #3A Recidivism Reduction Programs:

The program shall achieve minimum compliance on 17 out of 29 of the applicable BCS program standards (BCS standards number 1 through 30 except for #15).

Program Outcome Goal #3B Incarceration Reduction Programs: Achieve a minimum compliance of 13 out of 16 standards (aggregate total) over the two program reviews that will occur during the grant period.

Intensive Supervision Probation

1. **How many offenders will be admitted to the program during the first 21 months of this grant period?**
65
2. **Describe the process to move offenders to basic supervision and the agencies that will be responsible for this process.**
Offenders who complete the their primary conditions of intensive supervision prior to the expiration of their court-ordered duration of probation will be eligible for transfer to general supervision, subject to the approval of the sentencing judge. The intensive supervision officer and/or the project director of the Medina Municipal Court probation department shall be responsible for initiating and completing this process.
3. **Describe the process to move offenders who violate from basic supervision to intensive supervision probation.**
Offenders under general supervision who are found to be in violation of their probation are scheduled for for probation violation sentencing hearings. At these hearings the judge imposes sanctions for supervision violations, and may choose to order an offender to be transferred to intensive supervision. Also, offenders who have not been served with formal violations but who are at risk of violating general supervision terms may be scheduled for a status hearing in front of the judge. At this hearing the judge may order a transfer from general to intensive supervision probation, in order to assist the offender in completing supervision successfully.
4. **What is the approximate case load size per officer?**
60 to 70
5. **What are the differences between the Intensive Supervision Program and the general probation supervision in your agency?**
Those on intensive supervision have more face to face contacts, more collateral contacts, more cognitive behavioral interventions and more substance abuse screenings than those individuals on regular supervision.
6. **Other information or program description needed for clarification.**

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☐ No ☒

If yes, please summarize below any information that was added or removed from this page.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Other

1. Approximately how many offenders will be admitted to the program during this fiscal year?
40
2. Describe program provided.
Grant funds are used to provide clinical case management services through contract with Alternative Paths Inc. Services include assessment and case plan development . In addition to individual counseling, clinical case managers will provide structured cognitive behavioral interventions.
3. Frequency of classes.
once per week
Other
4. Other information or program description needed for clarification.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☒ No

If yes, please summarize below any information that was added or removed from this page.

Number of the offenders was decreased to 40 as more offenders are being referred to more structured treatment as required by the standards.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MedMuniAPD-00041

Other

1. Approximately how many offenders will be admitted to the program during this fiscal year?
65
2. Describe program provided.
Moderate risk offenders who do not meet the criteria for intensive supervision probation , but have a history of prior community supervision experiences will be assigned to a designated caseload . The supervising officer will focus on changing behavior through evidence based interventions.
3. Frequency of classes.
monthly
Other
4. Other information or program description needed for clarification.
By eliminating the previous program structure of; a single ISP officer assisted by a clerical employee who did not provide direct services to offenders, and changing it to; a full time ISP officer and a part time general supervision officer, we hope to nearly double the number of offenders who may receive supervision through this program.

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

☒ Yes ☐ No

If yes, please summarize below any information that was added or removed from this page.

This is a new component of the program.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Fringe Benefits

Total Wages - autopopulated total salary amount from the Salary page(s) - This data is provided as information only and does NOT affect any calculations on the Fringe Benefits page.

\$175,714.0000

			Rate	Wages	Total FY Expenditures
PERS/Other Retirement			0.14	\$175,714.0000	\$24,599.9600
Workers Comp			0.03	\$175,714.0000	\$5,271.4200
Unemployment					\$0
Medicare			0.0145	\$175,714.0000	\$2,547.8530
Health Insurance	Category	Number of Employees	Rate	Number of Months	
		0			\$0
		0			\$0
		0			\$0
		0			\$0
		0			\$0
			Health Insurance Total		\$0
Vision/Dental	Category	Number of Employees	Rate	Number of Months	
		0			\$0
		0			\$0
		0			\$0
		0			\$0
		0			\$0
			Vision/Dental Total		\$0
Life					\$0
					\$0
					\$0
Other	Category				\$0
					\$0
					\$0
			Fringe Benefits Total		\$32,420

Justifications

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

☒ Yes ☐ No

If yes, please summarize below any information that was added or removed from this page.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Fringe Benefits

The full time employee's health care will be paid from a different probation budget unless grant funding is increased to previous levels. The part time employee is not eligible for health care at this time.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MedMuniAPD-00041

General Operating Expenses

General Supplies			Total FY Expenditures
	Office supplies		\$0
	Copier supplies		\$0
	Total Office Supplies		\$0
Communications			
	Annual telephone		\$0
	Telephone Repair / Installation		\$0
	Annual Cell Phone		\$0
	Annual Internet		\$0
	Annual Postage		\$0
	Other		\$0
	Total Communications		\$0
Advertising/Printing			
	Advertising		\$0
	Printing		
	Total Advertising/Printing		\$0
Insurance/Bonding			
	Auto Insurance		\$0
	Bonding/Liability		\$0
	Total Insurance/Bonding		\$0
Transportation			
		Rate	Quantity
	Mileage Reimbursement	\$0	\$0
	Actual gasoline		\$0
	Vehicle Maintenance		\$0
	Lodging and meals for non-training events	\$0	\$0
	Other:	\$0	\$0
	Total Transportation		\$0
Staff Training and Development			
		Rate	Quantity
	Conference/Seminar registration	\$0	\$0
	Name:	\$0	\$0
	Name:	\$0	\$0
	Name:	\$0	\$0
	Name:	\$0	\$0
	Lodging and Meals	\$0	\$0
	Membership Fees		\$0
			\$0
			\$0
			\$0
	Total Staff Training and Development		\$0
Rentals			
		Rate	# of months

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

General Operating Expenses

Office Space	\$0	\$0
Copier Equipment		\$0
Urinalysis Equipment		\$0
Other	\$0	\$0
Total Rentals		\$0
Utilities		
Electricity		\$0
Gas		\$0
Water/Sewage		\$0
Total Utilities		\$0
Maintenance and Repair	Rate	Quantity
Copier Agreement		\$0
Office Equipment Repair		\$0
Urinalysis Equipment		\$0
General Repair		
Other		\$0
Total Maintenance and Repair		\$0
Total General Operating Expense		\$0

Justifications:

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

☒ Yes ☐ No

If yes, please summarize below any information that was added or removed from this page.

Limited budget will not allow for operating expenses without decreasing employee hours.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISF-2018-App-MediMuniAPD-00041

Program Expenses

Drug Tests	Unit Cost	Quantity	Total FYExpenditures
	\$0	0	\$0
	\$0	0	\$0
Alcohol Testing			
	\$0	0	\$0
	\$0	0	\$0
Confirmation Testing			
	\$0	0	\$0
Testing supplies (gloves, cups, etc.)			\$0
Waste Disposal			\$0
Total Substance Use Testing			\$0
Electronic Monitoring			
	\$0	0	\$0
	\$0	0	\$0
Residential Beds			
	\$0	0	\$0
Assessments			
	\$0	0	\$0
GED classes/testing			
	\$0	0	\$0
Counseling			
clinical case management services	\$224.00	12	\$2,688.0000
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
Educational Supplies			
	\$0	0	\$0
Bus/transportation Passes for offenders	\$0	0	\$0
Other			
			\$0
			\$0
			\$0
Total Non-Substance Use Testing			\$2,688.0000
Total Program Expenses			\$2,688

Justifications:

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

✓ Yes No

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Program Expenses

If yes, please summarize below any information that was added or removed from this page.

Although the demand for clinical case management services is not likely to decrease so drastically, the mandated 20% reduction was taken from this program, with the hopes that funding may be restored to it's previous level early in FY 18.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Equipment: 1

Item	Unit Cost	Quantity	Total FY Expenditures
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment			\$0

Justifications:

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

Yes ☒ No

If yes, please summarize below any information that was added or removed from this page.

CCA Application 2018

Organization: Medina Municipal Court Adult Probation Department

408-ISP-2018-App-MediMuniAPD-00041

Budget Summary

Total Program Budget: \$210,822.00

This value is auto-filled by the Pre-Application which is completed by BCS.

Total Personnel \$208,134

General Operating Expenses \$0

Program Expenses \$2,688

Equipment \$0

Total Budget \$210,822

Justification:

Was any new information added to this page that was not included in the FY17 application or was there information removed from this page that was included in the FY17 application?

☒ Yes ☐ No

If yes, please summarize below any information that was added or removed from this page.

Budget was changed significantly- from FY 2017 .

ORDINANCE NO. 127-17**AN ORDINANCE AMENDING THE PAVILION RENTAL FEES FOR THE PARKS AND RECREATION DEPARTMENT.**

WHEREAS: Ordinance No. 80-15, passed June 22, 2015 amended the Uptown Park and Gazebo rental fees; and

WHEREAS: The City of Medina Parks and Recreation Department respectfully requests Council to amend this Ordinance pertaining to the Section Additional Fees; and

WHEREAS: The Uptown Park Advisory Committee reviewed these changes on August 14, 2017 and voted unanimously to proceed with this request.

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

SEC. 1: That the rental fees for recreation facilities as amended in Ordinance No. 80-15, passed June 22, 2015, shall be amended to read as follows:

PAVILION USE

Resident	\$25.00 weekdays	\$35.00 weekends/holidays
Non-resident	\$35.00 weekdays	\$45.00 weekends/holidays
Non-profit	\$25.00 weekdays	\$25.00 weekends/holidays

These fees are for a 4-hour time limit per day. The only exclusion from the non-profit fee is the Medina City School District, Buckeye Local School District, community fundraisers, community outreach programs, and City sponsored events. Any changes made after the pavilion booking has occurred will incur a \$5.00 administrative processing fee.

UPTOWN PARK/GAZEBO

Type of Event	Size of Event	Deposit Amount*	Resident/Non-Profit	Non-Resident
Wedding/Gathering	1-200	\$100.00	\$100.00	\$200.00
Small Event	201-500	\$750.00	\$200.00	\$400.00
Large Event	501+	\$1,500.00	\$500.00	\$1,000.00
Multi-Use Event	6+ similar events a year	same as above event and size	50% discount on base fee. \$50.00 additional per day beyond 6.	\$200.00 per day

* Deposit refund subject to inspection by designee of the Mayor.

ADDITIONAL FEES (Upon request)**

Garbage/ Snow Removal	\$75.00 per day Per Collection
Snow Removal	\$75.00 Per Day

Barricades/Road Closures

\$35.00

****If additional services are required but not requested by Permit Holder, costs will be withheld from the deposit.**

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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective Date: October 30, 2017

ORDINANCE NO. 128-17

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT
ONE (1) EASEMENT NECESSARY FOR THE WEST SMITH
BRIDGE REPLACEMENT PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept one (1) Easement necessary for the West Smith Bridge Replacement Project.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19C-05-120, Prior Instrument Reference: #2002OR010986, Medina County Recorder's Office.
- 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

ODOT LPA RE 804
Rev. 09/2012

EASEMENT

ED
ORD. 128-17
Exh. A

KNOW ALL MEN BY THESE PRESENTS THAT: **Christopher Kalina**, married, the Grantor(s) herein, in consideration of the sum of \$7,500, to be paid by City of Medina, Medina County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in exhibit A attached hereto, within the following described real estate:

PARCEL(S): 03-SHV
MED-M.R. 4-0.00

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Medina County Current Tax Parcel No. 028-19C-05-120
Prior Instrument Reference: #2002OR010986, Medina County Recorder's Office

And the said Grantor(s), for himself and his successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that he is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor (s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road and the purpose of replacement and constructing, and thereafter using, operating, inspecting, maintaining, repairing, replacing, and removing a culvert along West Smith Road over Champion Creek.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty (60) days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

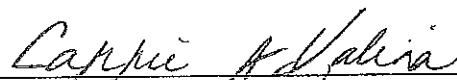
The Grantor(s) and the Grantee agree:

- (1) No entry outside of the easement area will be permitted on the property owned by the Grantor(s).
- (2) The Grantor(s) shall be permitted to utilize the easement area to the extent said use does not interfere with the Grantee's use thereof.

And, for the consideration hereinabove written, Carrie A. Kalina, the spouse of Christopher Kalina, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above-described premises.

IN WITNESS WHEREOF, Christopher Kalina and Carrie A. Kalina have hereunto set their hands on the 31st day of July, 2017.



CHRISTOPHER KALINA


CARRIE A. KALINA

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BE IT REMEMBERED, that on the 31st day of July, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above-named Christopher Kalina and Carrie A. Kalina, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



NOTARY PUBLIC
My Commission Expires: _____

JULIE BAUMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN. 29, 2021
RECORDED IN MEDINA COUNTY

This instrument prepared by:
Gregory A. Huber, Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330) 722-9070

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 271 SHV

Ver. Date 05/12/2017

PID . 97553

**PARCEL 3-SHV
MED-M.R. 4-0.00
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Medina, County of Medina, and State of Ohio, and being part of Outlot 1002, as conveyed to Christopher Kalina (hereinafter known as the "Grantor"), by deed dated March 18, 2002 and recorded in Document Number 2002OR010986, of the Medina County Recorder's Office, Medina County, Ohio, and being bounded and more particularly described as follows:

Being a parcel of land lying on the south side of the centerline of existing right-of-way of West Smith Road, (a 60' Right-of-Way), as shown and delineated upon the right-of-way plans designated as MED-M.R. 4-0.00 prepared for the State of Ohio, Department of Transportation by Carpenter Marty Transportation Inc., and being more particularly described as follows:

Beginning at a point at the Grantor's northwesterly corner, also being the northwesterly corner of Outlot 1002, said point being in the existing southerly right-of-way line of said West Smith Road, said point being 30.00 feet right of Station 89+76.50 in said centerline;

Thence along the Grantor's northerly line, and northerly line of Outlot 1002, also being the existing southerly right-of-way line of said West Smith Road, North 89 degrees 2 minutes 22

EXHIBIT A

Page 2 of 2

Rev. 06/09

RX 271 SHV

seconds East a distance of 38.50 feet to an iron pin set 30.00 feet right of Station 90+15.00 in said centerline;

Thence through said Outlot 1002 the following two courses:

- 1) South 0 degrees 57 minutes 38 seconds East a distance of 17.00 feet to an iron pin set 47.00 feet right of Station 90+15.00 in said centerline;
- 2) South 89 degrees 2 minutes 22 seconds West a distance of 19.14 feet to a point in Grantor's westerly line, and westerly line of Outlot 1002, said point being 47.00 feet right of Station 89+95.86 in said centerline;

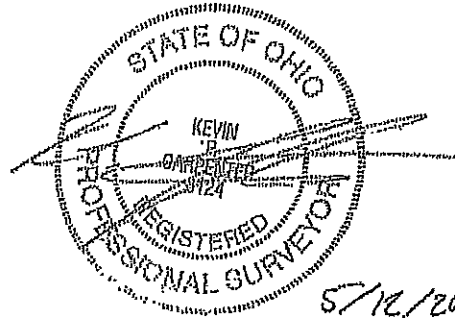
Thence along said westerly line and the westerly line of Outlot 1002, North 49 degrees 40 minutes 59 seconds West a distance of 25.77 feet to the TRUE POINT OF BEGINNING, containing 0.0112 acres, of which the present road occupies 0.000 acres.

The above described Parcel of land is located in Auditor's Parcel Number 028-19C-05-120.

Iron pins set are ¾ inch diameter rebar, 30 inches long with a 2 inch diameter aluminum cap marked "MEDINA CITY R/W, P.S. 8124".

This description is based on a survey performed for the Ohio Department of Transportation in April of 2015 by Carpenter Marty Transportation Inc. This description was prepared and reviewed on May 12, 2017 by Kevin P. Carpenter, Registered Surveyor Number 8124.

The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011) with a project adjustment scale factor of 1.00010561.



ORDINANCE NO. 129-17**AN ORDINANCE AMENDING ORDINANCE NO. 91-17,
PASSED JUNE 12, 2017, RELATIVE TO AN AMENDMENT
TO THE FIRE SERVICE CONTRACT BETWEEN THE CITY
OF MEDINA AND MEDINA TOWNSHIP.**

WHEREAS: Ordinance No. 91-17, passed June 12, 2017, authorized the Mayor to enter into a contract for Fire Services with Medina Township; and

WHEREAS: The Township and City have agreed to make two (2) changes to the contract, one to the Terms and Conditions #2, and a change to the notice of termination from six (6) months to twelve (12) months.

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

SEC. 1: That Ordinance No. 91-17, passed June 12, 2017, relative to the Fire Service Contract between the City of Medina and Medina Township is hereby amended.

SEC. 2: That a copy of the amended Fire Service Contract 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 189-17
Exh. A

AMENDED CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MEDINA TOWNSHIP

This Agreement is made and concluded at Medina, Ohio, by and between the City of Medina (hereinafter "the City") and the Township of Medina (hereinafter "the Township"), jointly, "the Parties."

INTRODUCTION

The Parties currently operate independent fire departments, but are of the opinion after independent analyzes, that it would be in the best interest of their residents, both financially and for the provision of services, to have one department and ultimately even an independent district, servicing not only the Parties but Montville Township as well, which currently contracts with the City for fire services.

As a first step to such a potential goal, the City has agreed to accept and the Township has agreed to turn over all fire protection in the Township to the City pursuant to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. The Medina City Fire Department shall respond to all fire alarms generated as a result of fires in the Township with the equipment and personnel deemed necessary and appropriate by the City and to select EMS calls as approved by the Medina Hospital Medical Director. The City will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will the City be in default of this Agreement or be liable for damages of any kind or nature if it is not able to effectively combat a fire or respond to an approved EMS call in the Township for any reason whatsoever, provided the City has used its best efforts, given all of the circumstances, to combat the fire or provide the EMS service.

2. The effective date of this Contract shall commence the date of signing and shall continue in full force and effect for a period of three (3) years from July 13, 2017, unless terminated as otherwise provided for in this Agreement. The City and Township both agree that the contract shall terminate if a Fire District is formed and properly funded.

3. STAFFING AND APPARATUS

(a) The Township shall turn over to the City all of the fire equipment set forth in Exhibit A. The Exhibit A equipment shall be maintained by the City with the understanding that major repairs and/or replacement shall occur only by way of agreement of both the City and the Township as to the necessity of and cost of the major repair and/or replacement. The Township agrees to set aside reasonable funds to replace the fire engines and vehicles identified in Exhibit A as is reasonably necessary. The City agrees to create a spreadsheet of anticipated replacement years for the fire trucks and vehicles.

Township stations located on Nettleton and Huffman Roads may be utilized by the City during the duration of this agreement. The Township shall be responsible for maintenance and repair of

the station buildings and associated real property unless damages or need for maintenance to the station buildings and/or real property is caused by the City's negligence or negligent operation during use of the facility.

(b) The City agrees to give preference to former Medina Township Fire Personnel when filling positions with the City Fire Department provided that the former Township Fire Personnel can meet all City requirements.

(c) The Township shall maintain ownership of the equipment and sites, but discontinue operation of a fire department while this Contract is in effect.

(d) The Township agrees to pay the City Two Hundred Thirty Thousand Dollars (\$230,000) per year for services as provided herein.

(e) If for any reason the Township purchases additional fire equipment during the term of this Contract, it will be titled in the name of the Township, but will be maintained by the City in return for the right to utilize the vehicles for fire services during the life of this Contract and any extension thereof. Both the City and Township shall insure said vehicles. The City's insurance coverage on the vehicles shall be deemed "primary" and the Township's insurance coverage shall be deemed "excess." Each policy of insurance shall be identical to the respective government entity standard vehicle insurance coverage.

(f) Invoicing

The City shall invoice the Township for the service set forth herein in the month of January each year during the life of this Contract. The Township shall have thirty (30) days to pay the fees as invoiced by the City.

5. It is understood and agreed by the parties that the City has sole, exclusive control of its Fire Department budget. The Township shall, however, have the right to sit in during the budget process, and may present budget suggestions to the City prior to completion of the budgeting process. Further, the City will furnish to the Township a five (5) year, non-binding plan outlining what the Medina Fire Department would like to accomplish with regard to personnel, equipment, and facilities.

6. Recognizing that demands for services and that the cost of services change over time, the City and Township agree that should either party feel that conditions of the Contract are no longer to their advantage, either may notify the other of a desire to renegotiate this Contract. If either party terminates this Contract pursuant to paragraph 9, the yearly fee will be prorated up to the point of termination with the Township being reimbursed for the amount of the yearly fee remaining.

7. This Contract does not address, cover, or in any way relate to or involve fees and monies charged for police dispatch responsibilities or duties, but the fee will cover fire dispatch.

8. The City and Township hereby waive any subrogation claim against the other for loss or damage to real and/or personal property and/or personal injury resulting from acts or omissions

associated with performance of obligations or responsibilities created pursuant to this Contract, whether or not negligently caused.

9. Either party may terminate this Contract during its term or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the twelfth (12th) full month after receipt of notice.

10. This Contract and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Medina Township Trustees and by the Council of the City of Medina.

11. Any notice required by this Contract shall be submitted to the parties as follows:

CITY OF MEDINA
Attn: Mayor
132 North Elmwood Avenue
Medina, Ohio 44256

MEDINA TOWNSHIP
C/O Township Fiscal Officer
3799 Huffman Road
Medina, Ohio 44256

Copies of all notices required by this Contract shall be sent to:

CITY OF MEDINA
ATTN: Fire Chief
300 W. Reagan Parkway
Medina, Ohio 44256

cc:

12. This Contract shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Contract shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this _____ day of _____, 2017.

CITY OF MEDINA

WITNESS

By: _____
MAYOR DENNIS HANWELL

As authorized by City Ordinance No. _____

**BOARD OF TRUSTEES OF
MEDINA TOWNSHIP**

WITNESS

By: _____
BILL OSTMANN, Trustee

WITNESS

By: _____
RAY JARRETT, Trustee

WITNESS

By: _____
KEN DEMICHAEL, Trustee

As authorized by Resolution No. _____

Approved as to form:

GREGORY A. HUBER, LAW DIRECTOR
CITY OF MEDINA

WILLIAM L. THORNE, ATTORNEY FOR MEDINA TOWNSHIP

ORDINANCE NO. 130-17**AN ORDINANCE AMENDING SECTIONS 31.13 (2)(C) AND 31.16 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO VACATION AND GROUP HOSPITALIZATION, AND DECLARING AN EMERGENCY.**

WHEREAS: Section 31.13 (2) (C) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to Vacation:

- A. Basic Work Week. A basic work week as used in Article 16.

WHEREAS: Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows relating to Group Hospitalization:

SECTION 31.16 GROUP HOSPITALIZATION INSURANCE

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

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a "wellness" discount and will pay sixteen percent (16%) as their premium contribution for 2017. . In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a

“wellness” discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the 2018 percentage for 2019 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).

- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.

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

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

Section 3. Opt-out benefits set forth in the 2013-2016 Agreement shall be maintained through September 1, 2017. Effective September 1, 2017, employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness-satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

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

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

Section 6. The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City’s Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

(Ord. 187-02, 1-04, 42-07, 136-03, 131-08, 134-11, 97-14, 80-17)

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

SEC. 1: That Section 31.13 (2)(C) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to Vacation:

B. Basic Work Week. A basic work week as used in ~~Article 16.~~ **Section 31.09 (Ord. 79-17, 130-17)**

SEC. 2: That Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to Group Hospitalization:

SECTION 31.16 GROUP HOSPITALIZATION INSURANCE

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages ~~or options to all full time employees, unless specified differently in union contracts. bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week).~~ A summary of insurance benefits that the City shall provide is set forth in Attachment A. **(Ord. 187-02, 1-04, 42-07, 131-08, 134-11, 97-14, 80-17)**

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the ~~employee bargaining unit member~~ shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a "wellness" discount and will pay sixteen percent (16%) as their premium contribution for 2017. . In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2018, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the

2018 percentage for 2019 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.
- E. **Healthcare coverage begins the first day of employment and ends on the last day of the last month during which an employee is employed by the City. (Ord. 42-07, 130-17)**

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

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

Section 3. ~~Opt-out benefits set forth in the 2013-2016 Agreement shall be maintained through September 1, 2017.~~ Effective September 1, 2017, employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness-satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

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

Section 5. Effective November 1, 2003 employees who are eligible to receive the City's family group hospitalization insurance and elect to change, or who have previously changed from family to single coverage and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. New employees, who are eligible to receive the City's family group hospitalization insurance and select single coverage instead of family and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of family coverage. (Ord. 136-03, 130-17)

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

~~health care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.~~

Section 6. ~~The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.~~

(Ord. 187-02, 1-04, 42-07, 136-03, 131-08, 134-11, 97-14, 80-17, 130-17))



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.choicetoplus.com or by calling 1-800-377-5154.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$500 Individual / \$1,000 Family Non-Network: \$1,000 Individual / \$2,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the deductible.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: \$1,000 Individual / \$2,000 Family Non-Network: \$3,000 Individual / \$6,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of network providers, see myuhc.com or call 1-800-377-5154.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Questions: Call 1-800-377-5154 or visit us at www.choicetoplus.com. If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at www.choicetoplus.com or call the phone number above to request a copy.

31.16
Attachment A



Choice Plus Plan AG3X / 0H9

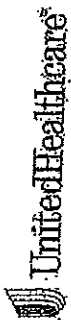
Coverage Period: 01/01/2017 - 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS*



- * Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- * Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- * The amount the plan pays for covered services is based on the allowed amount. If a non-network provider charges more than the allowed amount, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- * This plan may encourage you to use network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	40% co-ins after ded.	Virtual visits (Telehealth) - \$20 copay per visit by a designated virtual network provider. If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$40 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$20 copay per visit	40% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 15 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services, specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	40% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$300.
If you need diagnostic treatment, drugs or condition	Test 1 - Your Lowest-Cost Option	Retail \$15 copay Mail Order \$30 copay	Retail \$15 copay	Provider means pharmacy for purposes of this section. Retail: Up to a \$1 day supply Mail Order: Up to a 90 day supply You may need to obtain certain drugs, including certain

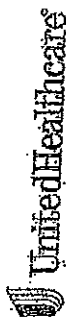


Choice Plus Plan AG3X / OH9

Coverage Period: 01/01/2017 - 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<p>More information about prescription drug coverage is available at uhc.com</p> <p>If you have outpatient surgery</p> <p>If you need immediate medical attention</p> <p>If you have a hospital stay</p> <p>If you have mental health, behavioral health, or substance abuse needs</p>	Tier 2 - Your Midrange-Cost Option	Retail: \$30 copay Mail-Order: \$50 copay	Retail: \$30 copay	<p>Specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement, or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge.</p> <p>See the website listed for information on drugs covered by your plan. Not all drugs are covered.</p> <p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p> <p>None</p> <p>None</p> <p>None</p> <p>If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.</p> <p>Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.</p> <p>None</p> <p>Partial hospitalization/intensive outpatient treatment 20% coinsurance after deductible.</p> <p>Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about HAP benefits.</p>
	Tier 3 - Your Highest-Cost Option	Retail: \$50 copay Mail-Order: \$100 copay	Retail: \$50 copay	
	Tier 4 - Additional High-Cost Options	Not Applicable	Not Applicable	
	Facility fee (e.g., ambulatory surgery center); Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	
	Emergency room services	20% co-ins after ded.	40% co-ins after ded.	
	Emergency medical transportation	\$100 copay per visit	\$100 copay per visit	
	Urgent care	\$50 copay per visit	\$50 copay per visit	
	Facility fee (e.g., hospital room); Physician / surgeon fees	\$20 copay per visit	40% co-ins after ded.	
		20% co-ins after ded.	40% co-ins after ded.	
		20% co-ins after ded.	40% co-ins after ded.	
		\$20 copay per visit	40% co-ins after ded.	



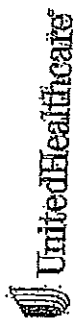
Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 - 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you are pregnant	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about RAP benefits.
	Substance use disorder outpatient services	\$20 copay per visit.	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment 20% coinsurance after deductible. Pre-authorization is required non-network for certain services or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about RAP benefits.
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500. See your policy or plan document for additional information about RAP benefits.
	Prenatal and postnatal care	No Charge	40% co-ins after ded.	Additional copays, deductibles, or co-ins. may apply depending on services rendered.
	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization may apply.
If you need help recovering or have other special health needs	Home health care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitation services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational - 30 visits; cardiac - 36 visits pulmonary - 36 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Rehabilitative services	\$20 copay per outpatient visit	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.



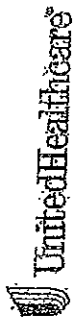
Choice Plus Plan AG3X / 0H9

Summary of Benefits and Coverages: What This Plan Covers & What It Costs Coverage for: Employee & Family Plan Type: PS1 Coverage Period: 01/01/2017 - 12/31/2017

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Limited to 120 days per calendar year, (combined with inpatient rehabilitation). Pre-authorization is required for network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required for non-network for DME over \$1,000 or benefit reduces to the lesser of 50% of eligible expenses or \$500. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to the lesser of 50% of eligible expenses or \$500.
	Eye exam Glasses Dental check-up	\$20 copay per outpatient visit Not Covered Not Covered	40% co-ins after ded. Not Covered Not Covered	Limited to 1 exam every 2 years No coverage for glasses. No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)			
• Acupuncture	• Dental care (Adult/Child)	• Long-term care	• Routine foot care
• Back/side surgery	• Glasses (Adult/Child)	• Non-emergency care when traveling outside the U.S.	• Weight loss programs
• Cosmetic surgery	• Infertility treatment	• Private-duty nursing	
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
• Chiropractic care	• Hearing aids	• Routine eye care (Adult/Child)	



UnitedHealthcare

Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 - 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs.

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.hhs.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or myuhc.com or Ohio Department of Insurance at 1-800-686-1526 or insurance.ohio.gov/Pages/default.aspx.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. health coverage does meet the minimum value standard for the benefits it provides. The minimum value standard is 60% (actuarial value). This

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-377-5154.
Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-377-5154.
Navajo (Diné): Diné éigo shíka at ółwól náátsog, kóółigo hóhne' 1-800-377-5154.
Tagalog (Tagalog): King-tatlongan ninyang Tagalog tumawag sa 1-800-377-5154.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 - 12/31/2017
Coverage for: Employee & Family
Plan Type: PS1

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$6,340
- Patient pays: \$1,200

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$0
Coinsurance	\$500
Limits or exclusions	\$200
Total	\$1,200

Managing type 2 diabetes (ongoing maintenance of well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$4,300
- Patient pays: \$1,100

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$800
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$1,040



Choice Plus Plan AG3X / 0H9

Coverage Period: 01/01/2017 - 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage for: Employee & Family Plan Type: PS1

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> * Costs don't include premiums. * Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area of health plan. * The patient's condition was not an excluded or pre-existing condition. * All services and treatments started and ended in the same coverage period. * There are no other medical expenses for any member covered under this plan. * Out-of-pocket expenses are based only on meeting the condition in the example. * The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher. * If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p>
<p>Does the Coverage Example predict my own care needs?</p> <p>* No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>* No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.</p>		<p>Are there other costs I should consider when comparing plans?</p> <p>✓ Yes. An important cost is the <u>premium</u> you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs), or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>

Questions: Call 1-800-377-5154 or visit us at www.unicomplan.com. If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at www.gov/CCIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy.

ATTACHMENT B

THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 to be administered by the wellness provider. The Health Risk Analysis is comprised of:
 - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
 - b. Biometric screening in the form of a blood draw that will measure:
 - i. Total Cholesterol
 - ii. High-density lipoprotein (HDL)
 - iii. Glucose
 - iv. Low-density lipoprotein (LDL)
 - v. Triglycerides
 - vi. Blood pressure
2. Maintain an active account with a wellness provider designated by the City.
 - a. Employees will need to log onto the website a minimum of 10 days per month and enter one or more entries each of those days. A minimum total of 10 days per month or 120 days per 12 months of logged entries must be entered in the following time frames: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018; 09/01/2018-08/31/2019.
 - b. This total will be gathered on an average, so if the employee misses logging on a specific month, although they will not be able to back log/back enter into a previous month once it has ended, they will be able to add additional entries in the current/future months to maintain their acceptable average. One activity per day, each month is the maximum credit they can earn towards the 120 annual amount.
3. Employee must attend or participate in three (3) Educational Activities during the following time frames: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – these can be a combination of any activities offered (need proof of participation).

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

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

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

(Ord. 80-17)

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 131-17**AN ORDINANCE AMENDING ORDINANCE NO. 63-17,
PASSED MAY 8, 2017, RELATIVE TO THE JOB CREATION
GRANT AGREEMENT FOR CARLISLE BRAKE &
FRICTION, INC.**

WHEREAS: Ordinance No. 63-17, passed May 8, 2017, authorized the Mayor to enter into a Job Creation Grant Agreement with Carlisle Brake & Friction, Inc.; and

WHEREAS: After the grant agreement was signed by all parties, the attorney representing the company noticed the verbiage in the agreement should include Friction Products Co. as they are a wholly owned subsidiary of Carlisle Brake & Friction, Inc.

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

SEC. 1: That Ordinance No. 63-17, passed May 8, 2017, relative to the Job Creation Grant Agreement for Carlisle Brake & Friction, Inc. and Friction Products Co. is hereby amended.

SEC. 2: That a copy of the amended Job Creation Grant 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

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# JCG13-CarlisleBrake
&Friction17
(Administrative Only)

ORD. 131-19
EXH. A

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 Carlisle Brake & Friction, Inc., with its main offices located at 6180 Cochran Road, Solon, Ohio 44139 and Friction Products Co., with its offices located at 920 Lake Rd., Medina, Ohio 44256 (hereinafter referred to as the "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, the Company is desirous of expanding 920 Lake Road, Medina, Ohio 44256 in the city by adding approximately 150,000 sq. ft. expansion for enhanced steel processing and warehousing to create 70 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 the Company with incentives available for the development of the PROJECT; and

WHEREAS, the Company 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, the Company 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 the Company and has recommended the same to Medina City Council on the basis that the Company 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. the Company shall construct a 150,000 square foot addition at 920 Lake Road, Medina, Ohio for the purpose of enhanced steel processing and warehousing. This project will include infrastructure investments in electricity and also will add several new pieces of machinery and equipment.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$28,600,000(dollars).

- B. The PROJECT will involve a total investment, plus or minus 10%, by the Company as follows:

1. New Machinery and Equipment	\$15,600,000
2. Improvements to Existing Buildings	\$ 1,000,000
3. Land/Building Acquisition	\$
4. Construction of facility / improvements	\$12,000,000

TOTAL	\$28,600,000
--------------	---------------------

- C. Construction of the addition will begin approximately **June 1, 2017** and will be completed approximately **December, 2018**.

3. Job Creation and Retention.

- A. The Company 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 **70** new full-time permanent job opportunities in the City of Medina.

- 1) The Company schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
2018	14
2019	56
2020	0

- B. The job creation period begins approximately August 31, 2017 and all jobs will be in place by December 31, 2019.
- C. The Company currently has 240 employees at the project site. The Company currently has 240 employees in the City of Medina. In total, the Company has 349 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$3,000,010 of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.
- E. The retention of the existing jobs in Medina will maintain the current annual payroll in Medina of \$11,000,000.

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 of Payroll Taxes New to Medina</u>
6	40%

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$18,750. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, **the Company** must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If **the Company** does not achieve at least 90% of new payroll projections, **the Company** 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 **the Company** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **the Company** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **the Company** will receive its annual grant payment.
- (4) 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 1 projections must be met by December 31, 2018. The initial grant payment shall be made by approximately June 30th, 2020, provided that **the Company** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2019, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start 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 **the Company** 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 **the Company** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that **the Company** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **the Company** 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 **the Company** to advise the Economic Development Director of the filing extension.

- C. Use of Grant Payments. Grants shall be allocated by **the Company** 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. **The Company** shall pay all taxes and shall file all tax reports and returns as required by law. If **the Company** 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. **The Company** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **the Company's** 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 **the Company** 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. **The Company** certifies that at the time this Agreement is executed, **the Company** 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 **the Company** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **the Company** 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 **the Company**. 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, **the Company** 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 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 **the Company** 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 **the Company** in all pertinent respects.
12. Termination or Modification of Incentives.
 - A. If **the Company** 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 **the Company** 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 **the Company** 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 **the Company'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 **the Company** 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 **the Company** 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 **the Company** 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) **The Company** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 8 (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 **the Company** 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 **the Company** moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 8 year period beginning on the effective date of this Agreement; or

within ten (10) days from the date **the Company** is notified by the City of Medina that any tax certification is fraudulent.

G. **The Company** or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of **the Company** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If **the Company** merges with another entity or
- (iii) If **the Company** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of **the Company** or its successor entity to perform substantially the obligations of **the Company** under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of **the Company**" 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 **the Company's** board of directors.

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

13. Fees. **The Company** shall pay an annual fee of \$ 500 (five hundred dollars) in each year that **the Company** 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 Carlisle Brake & Friction, Inc. to:

Carlisle Brake & Friction, Inc.
6180 Cochran Road
Solon, Ohio 44139

If to Friction Products Co. to:

Friction Products Co.
920 Lake Road
Medina, Ohio 44256

or such other address as may be noticed.

15. Condition Precedent. **The Company** 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 the **Company**, by _____, have caused this instrument to be executed on the _____ day of _____, 2017.

WITNESSED BY:

CITY OF MEDINA

By: Dennis Hanwell
Title: Mayor

WITNESSED BY:

Carlisle Brake & Friction, Inc.

By: _____
Title: _____

WITNESSED BY:

Friction Products, Co.

By: _____
Title: _____

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

DIRECTOR OF LAW— CITY OF MEDINA

By: Gregory Huber

Date: _____

ORDINANCE NO. 132-17

AN ORDINANCE AMENDING SECTIONS 1127.04 AND 1127.05 OF THE PLANNING AND ZONING CODE OF THE CITY OF MEDINA, OHIO PERTAINING TO CONDITIONALLY PERMITTED USES IN THE R-4 DISTRICT AND LOT DEVELOPMENT STANDARDS.

WHEREAS: At the May 11, 2017 Planning Commission meeting, Mr. Stanley Sheetz proposed amendments to Sections 1127.04 and 1127.05 of the Planning and Zoning Code; and

WHEREAS: After reviewing the City staff report and denial recommendation, and discussing the facts of the applicant's proposal, the Planning Commission voted on a motion to recommend the proposed text amendments to the City Council and the motion *failed* 0-5; and

WHEREAS: The Planning Commission decision on the request is a recommendation, and the applicant can still proceed with the City Council review in the legislative process; and

WHEREAS: The public hearing relative to these Planning and Zoning Code amendments was duly held on August 28, 2017.

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

SEC. 1: That the amendments as set forth by the applicant, marked Exhibit A, attached hereto, and incorporated herein are hereby adopted.

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

Ord. 131-17
Exh. A
Proposed Additions
to Code

1127.04 Conditionally Permitted Uses R-4 District (Example text Amendment)

Residential

Public/Semi Public

Commercial

Residential low rise
storage unit facility,
subject to construction
solely on SR3/18/42 and 57.
Subject to conditions in
Section 1153.04 Medina City
Zoning Code— C.P.U.
Regulations (1), (2), (3), (4),
(5), (7), (9), (10), (11), (14),
(15), (23), (27), and (28)

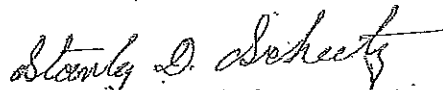
1127.05 Lot Development Standards

For Storage Units: Minimum 50' Front set back
 Minimum 30' side/rear set back
 Maximum height 15' low rise unit

Text Amendment by Ordinance:

Respectfully request Chapter 1127.04 and 1127.05 be amended to add one (1) Additional
"Conditionally Permitted Use" in R-4 Multi-Family Urban Residential District to add
"Low Rise (garage style) Residential Storage Unit Facility" to be constructed in R-4
District, subject to restrictive covenants on height, size and materials prohibited to be
stored in the facility, solely on SR3/SR18/SR42 and SR57, within the City of Medina,
subject to site plan review and approval by Zoning Commission, and approval of
Covenants and Restrictions regarding operation and storage within the units, and
approved landscaping plan and buffers to adjacent property owners' parcels.

Respectfully Submitted,



Stanley D. Scheetz, Attorney at Law
Attorney for Brian Russell, Managing
Member, ST RT 57 Storage, LLC
Applicant

*Current Code***1127.05 LOT DEVELOPMENT STANDARDS.**

Lots in the R-4 Multi-Family Urban Residential District shall adhere to the following standards:

Minimum Lot Size	<ul style="list-style-type: none"> • 7,000 square feet Single Family Detached Dwelling • 14,000 square feet Two Family Dwelling and Other Uses • 5,400 square feet per Dwelling Unit for Multi-Family and Single Family Attached
Minimum Lot Width at Building Line	<ul style="list-style-type: none"> • 65 Feet Single Family Detached Dwelling • 85 Feet Two Family Detached Dwelling and Other Uses • 100 Feet for Multi-Family and Single Family Attached
Minimum Lot Frontage	• 40 Feet
Maximum Lot Depth	• 5 Times the Lot Width as Measured at the Building Line
Minimum Usable Open Space	• 25%
Maximum Lot Coverage	• 60%
Maximum Building Size	• None
Maximum Building Width	• None
Minimum Dwelling Floor Area	<ul style="list-style-type: none"> • 1 Bedroom - 700 square feet • 2 Bedroom - 850 square feet • 3 Bedroom - 1,000 square feet • For each additional bedroom over 3, add 100 square feet floor area

Minimum Front Yard	• 40 Feet
Minimum Rear Yard	<ul style="list-style-type: none"> • 30 Feet for Principal Use or Structure • 5 Feet for Accessory Use or Structure
Minimum Side Yard	<ul style="list-style-type: none"> • 5 Feet for Principal Use or Structure • 5 Feet for Accessory Use or Structure
Maximum Height	<ul style="list-style-type: none"> • 35 Feet for Principal Use or Structure • 15 Feet for Accessory Use or Structure
Minimum District Size	• n/a

(Ord. 109-14. Passed 6-23-14.)

*Current Code***1127.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R- 4 Multi-Family Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery 3,7,20	• None
• Group Home 9 - 16 Individuals	• Conservation Use	
• In-Law Suite	• Publicly Owned or Operated Governmental Facility 3,7,8,11	
• Mobile Home Park 3,5,8,9,10,11,14,24,26,27, 28,30	• Public or Quasi-Public Owned Park or Recreation Facility 1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25	
• Multi-Family Dwelling 5,11,16,26,27,28,29	• Public and Parochial Educational Institution for Primary Education 1,2,3,5,6,11	
• Nursing Home, Assisted Living Facility, Independent Living Facility 1,2,3,5,7,9,11,14	• Public and Parochial Educational Institution for Secondary Education 1,2,3,4,5,7,11	
• Transitional housing 7,24	• Religious Place of Worship 1,3, 7,11,12,14	

(Ord. 009-17. Passed 1-23-17.)

ORDINANCE NO. 133-17

**AN ORDINANCE AMENDING ORDINANCE NO. 167-16,
PASSED DECEMBER 12, 2016. (Amendments to 2017 Budget)**

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

SEC. 1: That Ordinance No. 167-16, passed December 12, 2016, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0707-56611 (Transfer Out-Bicentennial-Mayor CF)	2,500.00
001-0707-56611 (Transfer Out-Bicentennial-Council CF)	5,000.00
001-0707-56611 (Transfer Out-Bicentennial-GF)	10,000.00
001-0707-56611 (Transfer Out-Bicentennial-Electric Aggre)	12,500.00 *
143-0748-56611 (Jedd Fund-to Bicentennial)	20,000.00 *
902-0355-53313 (General Fund-to Bicentennial)	50,000.00 *

SEC. 2: That Ordinance No. 167-16, passed December 12, 2016, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
001-0702-52215 (Mayor-Carryforward)	2,500.00
007-0701-52215 (Council-Carryforward)	5,000.00
001-0707-52226 (General Admin-Prof Services)	10,000.00

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.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 134-17**AN ORDINANCE AUTHORIZING THE FINANCE
DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.****BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

SEC. 1: That the Finance Director is hereby authorized to make the following fund transfers:

- \$20,000.00 from #143 JEDD Fund to #902 Bicentennial Committee Agency Fund

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

ORDINANCE NO. 135-17

**AN ORDINANCE AUTHORIZING THE FINANCE
DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.**

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund transfers:

- \$30,000.00 from #001 General Fund to #902 Bicentennial Committee Agency Fund

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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.

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PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

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* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

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PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

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

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

SIGNED: _____
Mayor