

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

March 10, 2014  
Medina City Hall  
7:30 p.m.

**Call to Order.** (Boy Scout Troop 501, Trent Wash -- Assistant Scout Master)

**Roll Call.**

**Reading of minutes.** (February 26, 2014)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to the issuance of a new D2 and D3 permit to Mark Klaus LLC, dba Castle Noel, 254-260 S. Court Street.

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Ord. 35-14

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2014 Concrete Street Repair Program.

Ord. 36-14

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the improvement to the Medina City Railway.

Ord. 37-14

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2014 Concrete Pavement Joint Sealing Program.

Res. 38-14

A Resolution naming the walking trail from South Broadway Street to Southport Drive the "Champion Creek Multi-Purpose Trail" and dedicating a portion of the trail to Harold Thoburn.

Ord. 39-14

An Ordinance authorizing the Mayor to enter into a Sublease Agreement with Flight Services of Medina, a Division of Olson Products, Inc., and Private Hangars MMA LLC, an Ohio Limited Liability Company regarding the lease of land at the Medina Municipal Airport.

Ord. 40-14

An Ordinance amending Ordinance No. 208-13, passed December 9, 2013.  
(Amendments to 2014 Budget)

Ord. 41-14

An Ordinance accepting the report and recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association representing the Patrol Officers and the Sergeants Division.  
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL  
February 26th, 2014, (Wed.) Regular Session

**Opening:**

Medina City Council met in regular, open session on Wednesday, February 26<sup>th</sup>, 2014. The meeting was called to order at 7:30 p.m. by President of Council John Coyne. Robert Painter Jr. from Boy Scout Troop #226 led the Pledge of Allegiance.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Jonathan Mendel, Chief Berarducci, Chief Painter, Jansen Wehrley, Kimberly Rice and Patrick Patton.

**Minutes:**

Mr. Shields moved that the minutes from the February 10th, 2013 Council meeting as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Reports of Standing Committees:**

Finance Committee: Reported they met prior to this meeting and will meet again in 2 weeks.

Health, Safety & Sanitation Committee: Mr. Rose had no report.

Public Properties Committee: Mr. Shields reported Public Properties will meet tomorrow, February 27<sup>th</sup> at 5:00 p.m. here at City Hall to discuss naming of the multi-purpose trail. We will be working on getting another meeting in to discuss the city pool.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson had no report.

Water & Utilities Committee: Mr. Kolesar stated there was a meeting on Feb. 11<sup>th</sup> to discuss the latest water issues with Avon Lake. Another meeting will be scheduled in the near future.

**Requests for Council Action:**

**Finance Committee**

- 14-031-2/26 – Budget Amendments
- 14-032-2/26 – Expenditure Over \$15,000 – R & T Fence Co. – Parks Dept.
- 14-033-2/26 – Lease Agreement for 406 S. Broadway Street
- 14-034-2/26 – Airport Sublease
- 14-035-2/26 – Advance Request – Gen. Purpose Cap to Capital Improvement Fund
- 14-036-2/26 – Transfer Request – MCRC Capital Fund
- 14-037-2/26 – Bids, 2014 Concrete Street Repair
- 14-038-2/26 – Bids, 2014 Medina Railway Improvement Project (Job #977)
- 14-039-2/26 – Bids, 2014 Concrete Pavement Joint Sealing
- 14-040-2/26 – Budget Amendment 2014 Carryforward – Muni Court

**Reports of Municipal Officers:**

Dennis Hanwell, Mayor

- 1) ACH- Automated Clearing House- Customers can sign up for automated payment from your bank account to avoid late fees and mail charges. Application forms are available at the Finance Window.
- 2) On line bill pay- Customers may also pay by credit card. Signup is on city website- [www.medinaoh.org](http://www.medinaoh.org)
- 3) New City Website- Some adjustments still being made and information uploaded, but please let us know of any concerns or suggestions. Some older browser versions were having difficulty with contrast of text/background/photos. Website was modified to adjust when old browser is used to view.
- 4) Building Official replacement process- Resumes were collected through Wednesday, January 15th. Interviews took place Monday, February 3, 2014. Conditional job offer was made and background investigation in ongoing. Hope to have candidate for Council approval soon.
- 5) Governor John Kasich gave 2014 State of State Address- Monday, February 24, 2014 at 7 p.m. at the Performing Arts Center. During the day Monday, State Legislators, Cabinet members and their respective staffs attended tours of businesses, factories, and town amenities. The resounding message was the collaborative, pro-business model of the city and how supportive the city is to all. Many commented on being very impressed. In the afternoon there were two receptions at Lager and Vine and Main Street Café with idea of being to showcase our Uptown Park and Square to all. The visitors were then shuttled by buses to the Performing Arts Center for the address. We again thank Governor Kasich, House Speaker Bill Batchelder, and Senate President Keith Faber for permitting this event to take place in our community.

**Keith Dirham, Finance Director**, reported the following:

All City residents are required to file City Income Tax return with the Central Collection Agency. Tax returns must be filed by April 15<sup>th</sup>, 2014. The CCA offers free assistance with filling out the forms. The dates are Saturday, March 1<sup>st</sup> from 9 a.m. – 4 p.m., Wed. March 12<sup>th</sup> from 1 p.m. – 8 p.m., Wed. April 2<sup>nd</sup> from 1 p.m. – 8 p.m., and Saturday April 12<sup>th</sup> from 9 a.m. – 4 p.m., those opportunities will be held at the Medina Recreation Center. Some forms will be available here at City Hall by next week or you can print them from the city web site there is a link to it.

Mr. Dirham stated he is already in the process of working on budgets for 2015 to 2019's 5 Year Plan. We do our enterprise funds first so those are the ones he has provided revenue estimates for already. The department heads are beginning to work on those. We have discussed the LST fund budget will be included in the first group.

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

**Chief Berarducci, Police Chief**, reported the State of the State went off without an arrest, a ticket, a grappling match, or any other problem and that was truly a pleasure. The people that attended really enjoyed it, even the protestors were polite. It was an incredible effort, we had well over 60 law enforcement officers just to secure the High School. He commended Sgts. McNabb and Markum for making it all work.

**Kimberly Rice, Economic Development Director**, reported the following:  
A note for the public and council, we have been working on the Downtown Strategic Plan and met with our consultants a few weeks ago for our first Task Force meeting where we looked at potential sites for redevelopment as well as a logo for the branding of the project, and are working on a project website where residents and businesses can go to input ideas/suggestions when it is up and running. Next meeting is scheduled for March 12<sup>th</sup> at 5:30 p.m.

**Jonathon Mendel, Community Development Director**, had no report.

**Chief Painter, Fire Chief**, reported Larry Flowers the State Fire Marshall and Mel House the State EMS Director as well as some senior cabinet members from the Department of Commerce came to Station 1 and had a meet-n-greet with us spending 4 to 5 hours updating us on grant and training opportunities that will be coming up as well as answering questions.

**Jansen Wehrley, Parks and Recreation Director**, had no report.

**Patrick Patton, City Engineer**, reported the following: Board of Control awarded a contract for the Cloverdale Storm Sewer Improvement Project. That project will improve some drainage problems in that area.

**Nino Piccoli, Service Director**, reported he was happy that winter is almost over and spring is near. I want to talk about Josh Kerns and how last week he was on a trash route and found a birthday card belonging to a resident that was in the hopper before it was compacted. Mr. Kerns and his supervisor Bob Depew took the card with \$50 inside and returned it to the proper owner. This just speaks to the integrity of the people we employ here.

#### **Notices, Communications and Petitions:**

##### **Liquor Permit:**

Mr. Shields moved not to object the issuance of a C1 and C2 permit to & 7 Eleven, Inc. dba 7 Eleven 36239, 1050 North Court St., seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Unfinished Business:** There was none.

**Introduction of Visitors:** There were none.

**Introduction and Consideration of Ordinances and Resolutions:**

**Ord. 22-14:**

**An Ordinance amending Ordinance No/ 208-13, passed December 9, 2013**

**(Amendments to 2014 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 22-14, seconded by Mr. Simpson. Mr. Dirham explained there are two items. One is the donation for flower urns and the other is grant funds that need to be appropriated in order to be spent. Mayor Hanwell spoke on the flower urn donation. He stated since he has been in office, this resident has each year given us a donation because she is so pleased with the flowers uptown and likes to donate to add another urn or two. The roll was called and Ordinance/Resolution No. 22-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 23-14:**

**A Resolution congratulating Robert Painter Jr. on attaining the rank of Eagle Scout.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 23-14, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 23-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 24-14:**

**An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide Fixed Route Public Transportation Services within the City of Medina for the period of January 1, 2014 through December 31, 2014.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 24-14, seconded by Mr. Simpson. Mayor Hanwell explained this is an agreement between the City of Medina and The Medina County Commissioner's for the publics' benefit. The County asked both the City of Medina and Wadsworth City to contribute more since the county for transit purposes changed from rural to urban and cut back the grant dollars. The roll was called and Ordinance/Resolution No. 24-14 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Res. 25-14:**

**A Resolution of the Council of the City of Medina, Medina County, and State of 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 according to the attached sheets(s).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 25-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 25-14, seconded by Mr. Simpson. Mr. Dirham explained this expenditure was for the installation of the Christmas lights. The emergency clause is requested due to work being completed and vendor waiting for payment. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 25-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Ord. 26-14:**

**An Ordinance authorizing the Mayor to execute an Agreement between the City of Medina and the Medina County Fair Housing Consortium for a Fair Housing Services Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 26-14, seconded by Mr. Simpson. Mr. Mendel stated this ordinance is to consult professional services provided by Medina County Fair Housing Consortium to implement a Fair Housing Program within the City. The roll was called and Ordinance/Resolution No. 26-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Res. 27-14:**

**A Resolution donating fourteen Dell Computers to the Medina City Schools.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 27-14, seconded by Mr. Simpson. Mr. Shields stated he is employed by Medina City Schools and will be abstaining on this vote. Mayor Hanwell stated this is the second year in a row that they have donated some of the replaced computers to the City School District. We share IT services. In exchange for our school resource officers, they provide us with IT services. The city is changing these computers out because Microsoft will no longer support the software after April 8<sup>th</sup> this year. The roll was called and Ordinance/Resolution No. 27-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. J. Shields abstained

**Ord. 28-14:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the annual purchase of general pavement services and equipment to be used by the Service Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 28-14, seconded by Mr. Simpson. Mr. Piccoli stated this is the annual General Pavement Services and Equipment Contract and allows the City to utilize another tool for various paving and resurfacing repair projects around the city. The roll was called and Ordinance/Resolution No. 28-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 29-14:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Forest Meadows Drainage Improvements Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 29-14, seconded by Mr. Simpson. Mr. Patton explained this is a project that will improve the drainage in a certain area of Forest Meadows where there has been a history of basement flooding. The roll was called and Ordinance/Resolution No. 29-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 30-14:**

**An Ordinance authorizing the Finance Director to make certain fund advances.** Mr. Shields stated this ordinance will need to be amended. Under section 1 that currently reads \$290,984.12 we need to amend to \$581,968.24. Mr. Dirham stated the request is to repay an advance which is a loan from one of our funds to another. Due to the fact that some projects were advanced in the water fund and that we had a slow year in terms of revenues in the water fund last

year, we are going to hold off at this time on the repayment. So we will carry half of what the original loan was. Mr. Shields moved to amend the ordinance by changing Section 1 from \$290,984.12 to \$581,968.24, seconded by Mr. Simpson. The roll was called on the amendment and passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. Mr. Shields moved for the adoption of Ordinance/Resolution No. 30-14 as amended, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 30-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne, as amended.

**Ord. 31-14:**

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

Mr. Shields moved for the adoption of Ordinance/Resolution No. 31-14, seconded by Mr. Simpson. Mr. Dirham stated that when the Recreation Center was built, it was built in conjunction with the school and there is a Joint Operating Agreement and it calls for each party to contribute \$100,000.00 per year to funds that we maintain for capital improvements so that as the building ages we will have funds available to take care of repairs as they become necessary. This ordinance is to authorize our annual contribution to that fund. The roll was called and Ordinance/Resolution No. 31-14 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Ord. 32-14:**

**An Ordinance amending Section 31.02(A)(2), 31.02(B)(1), 31.02(B)(2), and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Parks Department and Service Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 31-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 31-14, seconded by Mr. Simpson. Mr. Wehrley stated the reorganization in the Parks Department is combining Cemetery, Forestry and Parks into one unit. The two salary adjustments will assume the administrative duties from the Arborist with pay grade adjusted to 9 A through F, the second adjustment is to have one of six part time positions classified as a Turf Technician and award salary increase due to additional certifications required. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 31-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Ord. 33-14:**

**An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio and accepting several job description modifications for the Parks Department and Service Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 33-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 33-14, seconded by Mr. Simpson. Mr. Wehrley stated this ordinance is to accept all the new job descriptions as proposed and change the list of classes for the Parks Dept. and Service Dept. The emergency clause is requested to complete the restructuring and fill the vacancies. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The

Medina City Council  
February 26th, 2014

roll was called and Ordinance/Resolution No. 33-14 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Council Comments:**

Mr. Lamb wished his wife a Happy Birthday. Thanked Councilman Hilberg and State Senator Larry Obhoff for helping arrange a few tickets for some High School Students to be able to participate in the Governor's State of the State Address. What a great event it was for the community.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:05 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council



**ORDINANCE NO. 35-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2014 CONCRETE STREET REPAIR PROGRAM.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2014 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.

**SEC. 2:** That the estimated cost of the contract, in the amount of \$600,000, is available as follows: \$575,000 in Account No. 108-0610-54411, and \$25,000 in Account No. 513-0533-54414.

**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. 36-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE IMPROVEMENT TO THE MEDINA CITY RAILWAY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the improvement to the Medina City Railway, City Job #977, in accordance with plans and specifications on file in the office of the Mayor.

**SEC. 2:** That the estimated cost of the project, in the amount of \$128,000.00, is available as follows in Account No. 145-0630-54411.

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

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

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

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

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

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

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

**ORDINANCE NO. 37-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2014 CONCRETE PAVEMENT JOINT SEALING PROGRAM.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2014 Concrete Pavement Joint Sealing Program in accordance with specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$75,000.00, is available as follows: \$74,300.00 in Account No. 108-0610-54411, \$400.00 in Account No. 108-0610-53311, and \$300.00 in Account No. 108-0610-52214.
- 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**

RESOLUTION NO. 38-14

**A RESOLUTION NAMING THE WALKING TRAIL FROM SOUTH BROADWAY STREET TO SOUTHPORT DRIVE THE "CHAMPION CREEK MULTI-PURPOSE TRAIL" AND DEDICATING A PORTION OF THE TRAIL TO HAROLD THOBURN.**

**WHEREAS:** The Public Properties Committee recommended that the walking trail from South Broadway Street to Southport Drive be named the "Champion Creek Multi-Purpose Trail" and dedicating a portion of the trail from Guilford Boulevard to Springbrook Drive to Harold Thoburn; and

**WHEREAS:** Harold Thoburn was influential in the City of Medina's Shade Tree Commission.

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

**SEC. 1:** That the walking trail from South Broadway Street to Southport Drive is hereby named the "Champion Creek Multi-Purpose Trail".

**SEC. 2:** That the portion of the Champion Creek Multi-Purpose Trail between Guilford Boulevard and Springbrook Drive is hereby dedicated to Harold Thoburn.

**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 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. 39-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SUBLEASE AGREEMENT WITH FLIGHT SERVICES OF MEDINA, A DIVISION OF OLSON PRODUCTS, INC., AND PRIVATE HANGARS MMA LLC, AN OHIO LIMITED LIABILITY COMPANY REGARDING THE LEASE OF LAND AT THE MEDINA MUNICIPAL AIRPORT.**

**WHEREAS:** Ordinance 198-01, passed November 12, 2001, authorized the Lease Agreement with Flight Services of Medina, a Division of Olson Products, Inc. for the premises located At 2050 Medina Road, also known as the Medina Municipal Airport; and

**WHEREAS:** Private Hangars MMA LLC, an Ohio Limited Liability Company desires to lease two 12,000 square foot parcels of land which is a portion of the land at which the Airport is located.

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

**SEC. 1:** That the Mayor is hereby authorized to enter into a Sublease Agreement with Flight Services of Medina, a Division of Olson Products, Inc. and Private Hangars MMA LLC, an Ohio Limited Liability Company for the lease of two 12,000 square foot parcels of land, which is a portion of the land at the Medina Municipal Airport.

**SEC. 2:** That a copy of the Sublease Agreement is marked Exhibit A, attached hereto and made a part hereof.

**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

**SUBLEASE**

THIS SUBLEASE (the "Sublease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between FLIGHT SERVICES OF MEDINA, a division of OLSON PRODUCTS, INC., an Ohio corporation, with a mailing address of POB 1043, Medina, Ohio 44258, attention Earle Olson, President ("Sublessor") and PRIVATE HANGARS MMA LLC, an Ohio limited liability company, with a mailing address of \_\_\_\_\_, Medina, Ohio \_\_\_\_\_ ("Sublessee"; Sublessee and Sublessor are collectively the "Parties" or individually a "Party").

WHEREAS, the City of Medina, an Ohio political subdivision (the "Lessor") leases the real property and improvements located at 2050 Medina Road, Medina, Medina County, Ohio, comprising the Medina Municipal Airport, together with all appurtenances thereto (collectively, the "Airport") to Sublessor, as "Lessee", pursuant to that certain Lease Agreement, dated December 12, 2001 (the "Master Lease"), a true and correct copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, the Sublessee desires to lease two 12,000 square foot parcels of land which is a portion of the land at which the Airport is located, as more fully described on Exhibit B and graphically depicted on Exhibit C, both attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Premises") for the purpose of installing and operating two hangar facilities (the "Hangars");

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant of Leaschold Interest in Premises/Master Lease/Easements.

- (a) In consideration of the rents and covenants herein stipulated to be paid and performed by Sublessee, Sublessor does hereby let and sublease unto Sublessee, and Sublessee does hereby take and accept the Premises subject to the terms of this Sublease and the Master Lease.
- (b) Notwithstanding anything contained herein to the contrary, this Sublease is subject and subordinate to the Master Lease, and to any mortgage to which the Master Lease is subject and subordinate. Sublessee agrees, upon demand, to execute such further instruments subordinating this Sublease, as may be required pursuant to the Master Lease.
- (c) All of the terms, covenants, and conditions of the Master Lease are incorporated herein as if expressly set forth and restated in their entirety and made a part hereof. To the extent that any of the provisions of this Sublease conflict with any of the provisions of the Master Lease, the provisions of this Sublease shall be controlling; provided however, provisions in this Sublease which conflict with the Master Lease will not alter the rights or obligations of Lessor in the absence of Lessor's consent to the contrary.

- (d) Except to the extent specifically modified by this Sublease: (i) the responsibilities and privileges accorded to the Lessor in the Master Lease shall, be binding on and inure to the benefit of the Lessor; (ii) the term "Lessee" as used in the Master Lease shall refer to the Sublessor, its successors and assigns; (iii) the responsibilities and privileges accorded to the Sublessor as Lessee in the Master Lease shall be binding on and inure to the benefit of the Sublessee relative to the possession and use of the Premises, and, for such purposes the term "Lessee" as used in the Master Lease shall refer to the Sublessee, its permitted successors and assigns; and (iv) the term "premises" used in the Master Lease shall be synonymous with the term "Airport" as used in this Sublease.
- (e) In any case where the Lessor reserves or is granted the right to enter the Premises under the Master Lease, said right shall inure to the benefit of Lessor as well as the Sublessor.
- (f) In any case where the consent or approval of Lessor is required under the Master Lease, the consent or approval of both said Lessor and the Sublessor shall be required.
- (g) Sublessee covenants and agrees with Sublessor that Sublessee shall observe, perform, conform to and comply with all terms, covenants, conditions, agreements and obligations of Sublessor under the Master Lease relative to the possession and operation of the Premises at the time and in the manner required thereby in the place and stead of Sublessor, and agrees to indemnify, defend and hold Sublessor harmless from and against a breach of such terms, covenants, conditions, agreements and obligations by Sublessee and Sublessee's invitees. The phrase "Sublessee's invitees" will include but not be limited to Sublessee's members, managers, officers, employees, contractors, suppliers, laborers, guests, occupants, creditors, or anyone or any entity within Sublessee's control or acting at the request of Sublessee.
- (h) Concurrently with the grant of the subleasehold estate in the Premises, Sublessor hereby grants Sublessee easements over portions of the Airport for airplane taxi ways, ground vehicle and pedestrian access, parking and utilities, all as graphically depicted on Exhibit C (collectively, the "Easements"). Sublessee will not obstruct and will not permit the obstruction of the areas of the Easements. Sublessee agrees to indemnify, defend and hold Sublessor harmless from and against all claims and damages arising from Sublessee's and Sublessee's invitees' use of the Easements. The Easements will terminate upon the expiration or termination of this Sublease or the termination of Sublessee's right of possession.

2. Term. The term of this Sublease shall be for a period commencing on \_\_\_\_\_ 2014, and ending on the earlier of: (a) at 11:59 PM EST on December 31, 2035; or (b) such earlier date that Sublessor no longer holds a leasehold interest in the Premises.

3. Rent. Sublessee shall pay to Sublessor during the initial term of this Sublease rent ("Rent") in an amount equal to: (a) a pro-rata share of all rent, operating expenses, real estate taxes and assessments, insurance premiums, utility costs, and other fees, costs, payments, charges, expenses, and amounts due and payable by Sublessor to the landlord under the Master Lease; and (b) a pro-rata share of the costs and expenses incurred by Sublessor for any insurance, maintenance (including repairs and replacements), utilities, security, fire protection, trash removal conducted or contractor for by Sublessor for the benefit of the Airport which are not required under the Master Lease; and (c) a pro-rata share of all costs and expenses incurred by Sublessor in the exercise of self-help rights in the event of Sublessee's uncured and continuing default of this Sublease (for which Sublessor has the option but not the obligation to undertake); and (d) an Airport Use Fee. All Rent shall be due and payable in advance, without demand, deduction, or setoff, at the same time as each and every payment of rent and other such amounts are due and payable under the Master Lease. "Pro-rata share" shall be determined pursuant to a fraction, the numerator of which is the Premises acreage and the denominator of which is the Airport acreage.

4. Condition of Premises/Operation/Hangars Rules. Sublessor will install the Hangars on the Premises at Sublessee's sole cost and expense and sell the individual hangars to persons. Sublessee accepts the Premises and the Hangars in their present "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations, covenants, or warranties whatsoever by Sublessor as to the state, condition, fitness or suitability of the Premises for Sublessee's intended purposes. Sublessee acknowledges that no representations have been made to Sublessee with respect to the condition of the Hangars or the Premises and that in entering into this Sublease, Sublessee has relied exclusively upon its own examination of the Premises. Sublessor will assign all warranties of the manufacture(s) of the Hangars and related improvements to Sublessee to the extent such warranties are assignable by Sublessor. Sublessee specifically acknowledges and agrees that Sublessor has and shall have no obligation to perform any maintenance or operational work in connection with this Sublease. Sublessee agrees that Sublessee will be responsible to operate and maintain (including repairs and replacements) the Hangars at Sublessee's sole cost and in compliance with any reasonable requirements of Lessor and in compliance with the Hangar Rules (defined below). A copy of the current rules governing the use, occupancy and operation of the Hangars is attached hereto as Exhibit D and made a part hereof (the "Hangar Rules"), and are subject to change at the discretion of Sublessor.

5. Compliance With All Laws. Sublessee shall at its cost cause the Premises, the Hangar and its members and invitees to comply with all applicable laws, ordinances, orders, codes, regulations and governmental directions at all times.

6. Waiver of Subrogation. In the event of damage to or destruction of the Premises or the Hangar or its contents caused by any of the perils covered by fire and/or extended coverage insurance or other insurance policies of either party, Sublessor and Sublessee hereby waive each as against the other any claim or right with respect thereto, to the extent of any proceeds received under any such policy, notwithstanding the fact that such damage or destruction shall be due to the negligence of the Party in whose favor this provision operates.

7. Subordination. Sublessee hereby agrees that: (a) this Sublease shall be subordinate to any mortgages of the Premises granted by Sublessor and the rights of the mortgagee thereunder; (b) Sublessee hereby attorns to any such mortgagee, such attornment to be effective upon such mortgagee's acquisition of title to the Premises; (c) Sublessee shall execute such further evidences of attornment as any such mortgagee may from time to time reasonably request; and (d) such attornment shall not be terminated or adversely affected by foreclosure.

8. Surrender/Improvements.

(a) At the termination of this Sublease, Sublessee shall surrender the Premises to the City of Medina, Ohio, possession of the Hangar and all appurtenances and improvements related thereto, in good condition and repair, ordinary wear and tear excepted. Sublessor acknowledges that the Hangar and all improvements related thereto that is the subject of this Sublease shall become the property of the City of Medina, Ohio, upon the earlier termination or expiration of the Master Lease and/or termination of this Sublease, termination of Sublessee's right of possession, eviction, or otherwise. In the event Sublessee vacates the Premises (whether as a result of termination of this Sublease, termination of Sublessee's right of possession, eviction, or otherwise) all personal property shall be removed within ten (10) days of notice from Sublessor to remove all personal property. Personal property left behind will be deemed abandoned and Sublessor may dispose or otherwise possess the personal property free of any claim of Sublessee.

(b) Sublessee shall not improve, alter, or modify the Premises without the prior written consent of Sublessor, which consent shall not be unreasonably withheld.

9. Use/Sublessee Solely Responsible for Hangars and Contents. Sublessee shall use and occupy the Premises only for the installation, maintenance and operation of the Hangar, subject to the restrictions, covenants and obligations imposed under the Master Lease. Sublessee shall be solely responsible for the maintenance and operation of the Hangar and its contents. The Hangars and all personal property on the Premises shall be the sole responsibility and at the sole risk of Sublessee. Sublessee shall indemnify, defend and hold harmless Sublessor against any and all claims and damages arising from Sublessee's use of the Premises, maintenance and operation of the Hangars and its contents. Sublessee hereby releases Sublessor of all claims and damages arising from Sublessee's use of the Premises, maintenance and operation of the Hangars and its contents, except to the extent such claims or damages arise solely from the gross negligence, recklessness or criminal conduct of Sublessor.

10. Access. Sublessor shall have access to the Premises at all times upon reasonable notice, which shall be not less than twenty four (24) hour's advance notice, or immediately in the event of emergency with notice to be given promptly thereafter as may be practicable under the circumstances.

11. Default. If one or more of the Defaults (defined below) shall happen and be continuing beyond the applicable cure period, Sublessor shall have the right, at its option, to give a written notice specifying a date on which this Sublease or Sublessee's right of possession in the Premises shall terminate and expire. In addition, Sublessor may at any time pursue any other or further rights and/or remedies available to it hereunder, under the Master Lease, at law, in equity, and or otherwise. The following events shall be defaults (collectively, "Defaults" or individually a "Default") under this Sublease: (a) Sublessee fails to make punctual payment of Rent or any other amount to be paid under this Sublease by Sublessee and that failure continues for five (5) days after notice from Sublessor; (b) Sublessee fails to perform or observe any other covenant or condition to be performed or complied with by Sublessee under this Sublease (including, without limitation the Hangar Rules defined below) and that failure continues for twenty (20) days after notice by Sublessor to Sublessee; or if the breach is of such a nature that it cannot reasonably be cured or remedied within the twenty (20) day period, Sublessee fails to diligently commence to cure the same during the twenty (20) day period or does not thereafter, with reasonable diligence and in good faith, proceed to remedy or cure the same; (c) an attachment or execution is levied or any lien is filed upon the Premise, Sublessee's Hanger, other property in the Premises, or Sublessee's interest under this Sublease that is not satisfied or stayed within thirty (30) days of the levy or filing; (d) Sublessee files a petition in bankruptcy or a petition or answer seeking reorganization of Sublessee under the Federal Bankruptcy Code or any other applicable statute; or (e) an order is entered adjudicating Sublessee a bankrupt or approving an involuntary petition seeking a reorganization of Sublessee under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Sublessee, and the order is not vacated or stayed within forty five (45) days of such entry.

12. Quiet Enjoyment. Sublessor agrees that Sublessee, upon paying the Rent hereinabove set forth and performing and observing the covenants and conditions herein contained, shall and will peacefully and quietly have, hold and enjoy the Premises during the term of this Sublease.

13. Brokers. Sublessor and Sublessee each warrant and represent to the other that it had no dealing with any broker or finder concerning the subletting of the Premises to Sublessee. Each Party agrees to indemnify and hold the other harmless from any and all liabilities and expenses, including, without limitation, reasonable attorneys, fees, arising out of claims against the other Party by any other broker, consultant, finder or like agent claiming to have brought about this Sublease based upon the alleged acts of the indemnifying party. This section shall survive the expiration or termination of this Sublease.

14. Assignment/Subletting. Sublessee shall not assign or sublet the Premises (or any part thereof) without the prior written consent of Sublessor, which consent may be withheld in Sublessor's sole and absolute discretion. Notwithstanding the foregoing, Sublessor acknowledges and agrees that Sublessee will be permitted to allow its equity members to access, operate and use the facilities within the Hangar, all as provided in the Sublessee's operating agreement.

15. No Waiver. The failure of Sublessor to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Sublease, or to exercise any election or option contained in this Sublease, shall not be construed as a waiver or relinquishment, or the future or in any other instance, of such covenant, agreement, term, provision, condition, election or option.

16. Holdover. If Sublessee shall unlawfully hold possession of the Premises after the end of the term or termination of this Sublease or Sublessee's right of possession, then without limitation of Sublessor's rights and remedies under this Sublease at law or in equity, Sublessee shall pay to Sublessor the greater of (i) any amounts owed by Sublessor to Lessor as a result of Sublessee's holding over, or (ii) monthly holdover rent equal to two hundred percent (200%) of the fair rental value for the Premises as of the last month of the Term. Fair rental value will be determined by agreement of the Parties; provided however, in the event the Parties are unable to agree on fair rental value, each Party will hire a duly licensed MAI appraiser to appraise fair rental value within twenty (20) days of the expiration or termination of the Sublease or Sublessee's right of possession. In the event the first two (2) appraisers do not agree on fair rental value, the first two appraisers shall choose a third appraiser (with the cost of such third appraiser split equally between the Parties) to determine fair rental value, provided however such determination shall not be less than the lower of the first two (2) appraisals, nor greater than the higher of the first two (2) appraisals.

17. Sublessor Right of Assignment. As used in this Sublease, the term "Sublessor" shall refer only to the owner from time to time of the "Lessee's" interest in the Master Lease so that if Sublessor shall assign its interest in the Master Lease, then the assignor shall be entirely freed from all obligations, covenants and duties under this Sublease thereafter accruing, provided that the assignee assumes the liability of Sublessor for all such obligations, covenants and duties under this Sublease thereafter accruing.

18. Sublessor Right to Cure. If Sublessee shall at any time fail to perform any of its obligations under this Sublease or the Master Lease, Sublessor may, but shall not be obligated to, cure such failure for the account of and at the expense of Sublessee, and the amount of any costs, payments or expenses incurred by Sublessor in connection with such cure (including reasonable counsel fees) shall be deemed additional rent and payable by Sublessee on demand.

19. Estoppel Certificates. Each Party agrees to periodically furnish, within five (5) business days of request by the other Party, a certificate signed by the other party certifying (to the extent same is true); (a) this Sublease is in full force and effect and unmodified; (b) the term has commenced and the full rent is then accruing under this Sublease; (c) Sublessee has accepted possession of the Premises and that any improvements required by the terms of this Sublease have been completed to the satisfaction of Sublessee; (d) the date to which rent has been paid; (e) no rent has been paid more than thirty (30) days in advance of its due date; (f) the address for Notices to be sent to the certifying Party is as set forth in this Sublease (or has been changed by Notice duly given and is as set forth in the certificate); (g) to the knowledge of the certifying party, the other party is not then in default under this Sublease; and (h) such other factual matters as may be requested by such Party.

20. Authority. Each Party represents and warrants to the other Party: (a) the execution, delivery and performance of this Sublease have been duly approved by such Party, and that no further limited liability company action is required on the part of Sublessee and no further corporate action is required on the part of Sublessor to execute, deliver and perform this Sublease; (b) the person(s) executing this Sublease on behalf of such Party have all requisite authority to execute and deliver this Sublease; and (c) this Sublease, as executed and delivered by such person(s), is valid, legal and binding on such Party, and is enforceable against such Party in accordance with its terms, all subject to receipt of Lessor's consent to this Sublease.

21. Notices. Unless otherwise provided in this Sublease, all notices required under this Sublease to Sublessor or Sublessee shall be in writing and shall be addressed to the addresses indicated in the preamble of this Sublease on Page 1 or to any subsequent address which such Party may designate in writing delivered at least thirty (30) days in advance to the other Party for such purpose. All notices shall be deemed to be properly served if delivered to the appropriate address(es) by hand delivery, registered or certified mail (with postage prepaid and return receipt requested), or nationally recognized overnight courier services for next business day delivery. Date of service of a notice served by U.S. Postal Service shall be the second business day after the date of posting; otherwise the date of refusal or receipt. Date of service of a notice sent via overnight courier service shall be the business day such service delivers the notice.

22. Miscellaneous.

- a. This Sublease: (i) contains the entire agreement of the Parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings and agreements of, by or between the Parties, which shall be deemed fully merged in this Sublease; (iii) shall be construed and governed by the laws of the State of Ohio; and (iv) may not be changed or terminated orally.
- b. This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.
- c. The captions in this Sublease are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Sublease or the meaning or intent of any provision of this Sublease.
- d. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- e. Should any provision of this Sublease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms of this Sublease shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in

the preparation of this Sublease and that legal counsel was consulted by each responsible party before the execution of this Sublease.

- f. No waiver of any provision of this Sublease shall be effective unless set forth in a writing executed by the party against which enforcement is sought.
- g. If any provision of this Sublease is declared invalid or unenforceable, the remainder of the Sublease shall continue in full force and effect.
- h. Time is of the essence of every provision of this Sublease.
- j. **SUBLANDLORD AND SUBTENANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER IN CONNECTION WITH ANY MATTER ARISING OUT OF OR CONNECTED WITH THE SUBLEASE, SUBTENANT'S USE OR OCCUPANCY OF THE SUBLEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE TO ABIDE BY THE ALTERNATIVE DISPUTE RESOLUTION METHOD SET FORTH IN SECTION 15 OF THE MASTER LEASE.**
- k. Except as expressly provided herein with respect to Sublessee's invitees (e.g. the equity members), there are no third party beneficiaries of this Sublease, either express or implied.

IN WITNESS WHEREOF, Sublessor and Sublessee have each executed this Sublease as of the date first above written.

FLIGHT SERVICES OF MEDINA, a division of  
OLSON PRODUCTS, INC., an Ohio corporation

By: \_\_\_\_\_  
Earle Olson, President

PRIVATE HANGARS MMA LLC, an Ohio  
limited liability company

By: \_\_\_\_\_  
[Managing Member]

STATE OF OHIO )  
 ) SS:  
COUNTY OF MEDINA )

BEFORE ME, a Notary Public in and for said County and State, did personally appear Earle Olson, the president of Flight Services of Medina, a division of Olson Products, Inc., an Ohio corporation, who acknowledged to me that he did sign the foregoing instrument as such member and that the same is his free act and deed, both individually and as such member of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO )  
 ) SS:  
COUNTY OF MEDINA )

BEFORE ME, a Notary Public in and for said County and State, did personally appear \_\_\_\_\_, the Managing Member of Private Hangars MMC LLC, an Ohio limited liability company, who acknowledged to me that he/she did sign the foregoing instrument as such member and that the same is his/her free act and deed, both individually and as such member of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

This Instrument Prepared By:

David V. Allen, Esq.  
TAFT, STETTINIUS & HOLLISTER LLP  
3500 BP Tower  
200 Public Square  
Cleveland, Ohio 44113

ORD. 198-01  
EXHIBIT A

LEASE AGREEMENT  
MEDINA MUNICIPAL AIRPORT  
MEDINA, OHIO

This Lease Agreement (hereinafter called Agreement) is hereby made and entered into this 12 day of December, 2001, by and between the City of Medina, Ohio, (hereinafter sometimes referred to as the "City") and Flight Services of Medina, a division of Olson Products (hereinafter sometimes referred to as "Lessee").

WITNESSETH:

WHEREAS, the City of Medina is the owner of the Medina Municipal Airport; and

WHEREAS, the Medina Municipal Airport is operated under the direction and supervision of the City of Medina; and

WHEREAS, Ordinance No. 198-01 passed by the Medina City Council on November 12, 2001, has authorized and directed the Mayor of said City to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the said parties, City and Lessee, their successors and assigns, hereby covenant, promise, and agree as follows:

SECTION 1 - PREMISES

The City of Medina hereby leases to Lessee and Lessee does hereby rent from the City the premises located on the site of the Medina Municipal Airport, with street address of 2050 Medina Road, Medina, Ohio 44256, as described as follows and shown on the attached "Exhibit A," the description of which and the terms and conditions thereof being fully incorporated herein by reference:

A. The exclusive use of a plot totaling about 0.574 acres (50' x 50'). The remaining area is available to Lessee for conduct of his operations, subject to all F.A.A. regulations.

B. The exclusive use of a plot totaling approximately 12.3063 acres (550' x 1000', irregular shape). The area is available to Lessee for conduct of his operations, subject to all F.A.A. regulations.

EXHIBIT A

SECTION 2 - TERM

The term of this Agreement shall be for a period of thirty-five (35) years, commencing on January 1, 2001. Additional terms may be entered into at the option of the City.

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

The annual rental rate, payable on January 1 of each year, for the Lease of Premises shall be as follows:

A. One Dollar (\$1.00) payable to the City for rent.

B. Each airplane will pay to the FBO for snow removal, mowing, and other related FBO services that are routinely provided to base customers a rate equal to the tie down rate.

C. Checks or money orders or drafts are to be made payable to the City of Medina, and submitted to the Office of the Finance Director, Medina Municipal Building, 132 North Elmwood Avenue, Medina, Ohio 44256. Said total annual rental for the entire lease may be prepaid.

SECTION 4 - MAINTENANCE AND UTILITIES

A. During the term of the lease, Lessee shall maintain the premises in as good order, condition and repair, reasonable wear and tear and damage by fire or other casualty beyond the control of Lessee excepted, and will make at Lessee's own expense, such repairs both interior and exterior as are necessary to maintain the premises in such condition. If in the opinion of the City adequate maintenance is not being provided by the Lessee, notification thereof will be made in writing by the City. Failure on the part of the Lessee to correct the condition reported within thirty (30) days after said notice in writing, shall authorize the City at its option and without any legal proceeding to order the necessary repairs and bill the Lessee hereof, who shall repay said sum within the ensuing six (6) months.

B. Lessee shall have the right to bring to the leased premises additional sources of power and/or electric current as

it is determined by Lessee that the same is necessary for its operation, such additional sources of power to be at the expense of Lessee, including installation thereof.

C. Lessee shall pay for all utilities used on the leased premises.

#### SECTION 5 - INDEMNITY

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, its agents, servants, and employees and from all loss and damages by reason of such acts or omissions, and Lessee shall provide insurance coverage for this purpose as stated in Section 12 hereof.

#### SECTION 6 - USE AND COMPLIANCE

A. The Lessee shall not use or permit the use of the Lessee's exclusive premises or any part thereof for the operation as a Fixed Base Operator (FBO), sell fuel, operate a maintenance service, flight school, or any purpose or use other than those authorized by this Agreement.

B. The Lessee shall not permit any activity on the leased premises which might interfere with safe flight of aircraft or with the operation or further development of airport.

C. The Lessee and/or sublessee shall not store any fuel on the premises with the exception of motor vehicle fuel tanks and aircraft fuel tanks.

#### SECTION 7 - ASSIGNMENT AND SUBLETTING

A. Lessee covenants and agrees not to assign this lease or any part thereof or to sublet the whole or any part of the subject premises or to permit any other person, corporation or business entity or firm, whether or not such person, corporation or business entity is a parent, subsidiary or any other type affiliate with or of Lessee, to occupy the same without first seeking and receiving the consent in writing of the City.

B. Any such assignment or subletting, shall not relieve Lessee from liability for payment or rent or other sums herein provided or from the obligation to keep and be bound by the terms of this lease, unless relieved of such liability by written authority of the City.

#### SECTION 8 - NOTICES

All notices which may be proper and necessary to be served hereunder shall be in writing and shall be served by personal delivery or by certified mail. Any such correspondence shall be sent to the following addresses:

To the City:

Office of the Mayor  
City of Medina  
P.O. Box 703  
Medina, OH 44258-0703

To the Lessee:

Flight Services of Medina  
Attn: Earle Olson  
P.O. Box 1043  
Medina, OH 44258-1043

#### SECTION 9 - PAYMENT OF TAXES

Lessee agrees to pay all taxes levied against the leased premises for the period of the Lease. The City shall immediately notify Lessee of the receipt of any real estate tax bills or other notifications received by it with respect to the imposition, liability for, or payment of any such taxes and shall promptly (and in any case not less than fifteen [15] days before the due date of any tax bill) forward the same or true copies thereof to the Lessee. Payment of any such real estate taxes shall be made by Lessee to the Medina City Finance Department, which will pay the tax bill.

#### SECTION 10 - RIGHTS OF ENTRY RESERVED

The City and its authorized officers, shall have the right to enter upon Lessee's exclusive premises for the following purposes:

A. During the course of their official duties.

B. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of

emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such premises.

#### SECTION 11 - LIENS

The Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by the Lessee or any of its contractors or subcontractors upon the Lessee's premises or arising out of or because of the performance of any work or labor at said premises.

#### SECTION 12 - INSURANCE

The Lessee and any sublessee shall purchase and maintain during the entire term of Lease, insurance as listed in Section A below. All policies shall name the City and the FBO as an insured, with all policies being delivered to the City for custody within thirty (30) days of execution of the lease. Such insurance shall not be subject to cancellation upon less than ten (10) days' notice to the City.

All insurance shall be placed with companies licensed to do business in Ohio. Insurance amounts shall be reviewed annually and re-established in such other amounts based on increase in value.

##### A. Public Liability Insurance

For Public Liability Insurance the minimum limits, either with separate bodily injury and property damage limits, or with single combined bodily injury and property damage limit.

If separate limits of liability apply:

Bodily injury minimum limit	
per person	\$1,000,000.00
Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

B. Fire and Extended Coverage Insurance

Insurance shall be provided on all buildings and appurtenances on an eighty percent (80%) coinsurance basis against perils of fire, lightning, extended coverage, and vandalism. The amount of coverage required will be approved by the City Board of Control upon recommendation of the insurance company for Lessee.

SECTION 13 - IMPROVEMENTS

A. Before commencing any construction or installation of any hangars, buildings, improvements, or fixtures in connection with the leased premises, Lessee shall submit final drawings, specifications, costs and contract documents to the City for review and written authority to proceed with the project. Lessee shall not proceed with construction or installation of any hangars, buildings, improvements, or fixtures if it is not approved by the City. Lessee shall insure that the facility as actually constructed conforms substantially with the approval, and shall report any deviations from that approval to the City for authorization.

B. Lessee may construct airplane hangars on the property defined by this Lease Agreement. During the term of this Lease, buildings that are constructed by or on behalf of the Lessee for use as an airplane hangar shall be deemed to be the property of the Lessee. The Lessee shall have a term of ninety (90) days from the date of any termination or expiration of this lease to remove buildings, hangars, or structures that have been installed by the Lessee. If buildings, hangars, improvements, or fixtures constructed by the Lessee are not removed at the end of the ninety (90) day period outlined herein, those properties shall be deemed to be the properties of the City of Medina, at the City's discretion. If the City does not elect to take responsibility for ownership of the hangars or buildings in question, Olson Products and its successors and assigns shall be responsible for the expenses of demolishing and removing the buildings or hangars. If buildings or hangars constructed by the Lessee are to be removed, the leased property and premises shall be returned to its original good condition with the understanding that the concrete pads will be left in place.

C. The Lessee shall not install any exterior signs on the leased area without prior approval of the City of Medina.

SECTION 14 - FORCE MAJEURE

Neither City nor Lessee shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of government authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which it is not responsible and which are not within its control; provided that this provision shall not reply to failures by Lessee to pay rents, or make any other money payments required by this Agreement and provided further, that this provision shall not prevent either party from exercising its right of termination under this Agreement.

SECTION 15 - DISPUTE RESOLUTION

The parties agree that all disputes which may arise under the terms of this Agreement shall be decided by a panel of three (3) arbitrators appointed by the presiding Judge of the Common Pleas Court of Medina County.

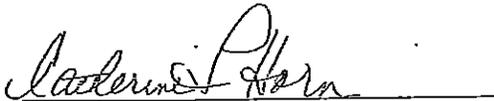
SECTION 16 - MEMORANDUM OF LEASE

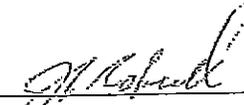
A memorandum of this lease, in a form satisfactory to the Law Director of the City of Medina, shall be filed with the Medina County Recorder.

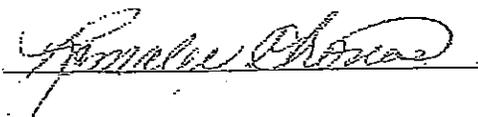
IN WITNESS WHEREOF, the parties hereto have executed these presents, each for themselves and their successors and assigns, as of the date and year first above written.

Signed in the presence of:

CITY OF MEDINA



By:   
JAMES S. ROBERTS, Mayor



Dated: 12-12-01

STATE OF OHIO )  
 ) ss:  
COUNTY OF MEDINA )

Sworn to before me and subscribed in my presence by  
James S. Roberts, Mayor of the City of Medina, on this 12 day  
of December, 2001.

*Catherine L. Horn*

NOTARY PUBLIC

CATHERINE L. HORN  
Notary Public, State of Ohio  
My Commission Expires 7-13-06

Signed in the presence of:

LESSEE: FLIGHT SERVICES  
OF MEDINA

*Dan Butcher*  
DANIEL BUTCHER

By: *Earle Olson*  
EARLE OLSON

*Kimberley Case*  
KIMBERLEY CASE

Dated: 12-19-01

STATE OF OHIO )  
 ) ss:  
COUNTY OF MEDINA )



MIRANDA R. WATSON  
Notary Public, State of Ohio  
My Commission Expires May 30, 2005

Sworn to before me and subscribed in my presence by  
Earl Olson of Flight Services of Medina, on (this 19 day of  
DECEMBER, 2001.

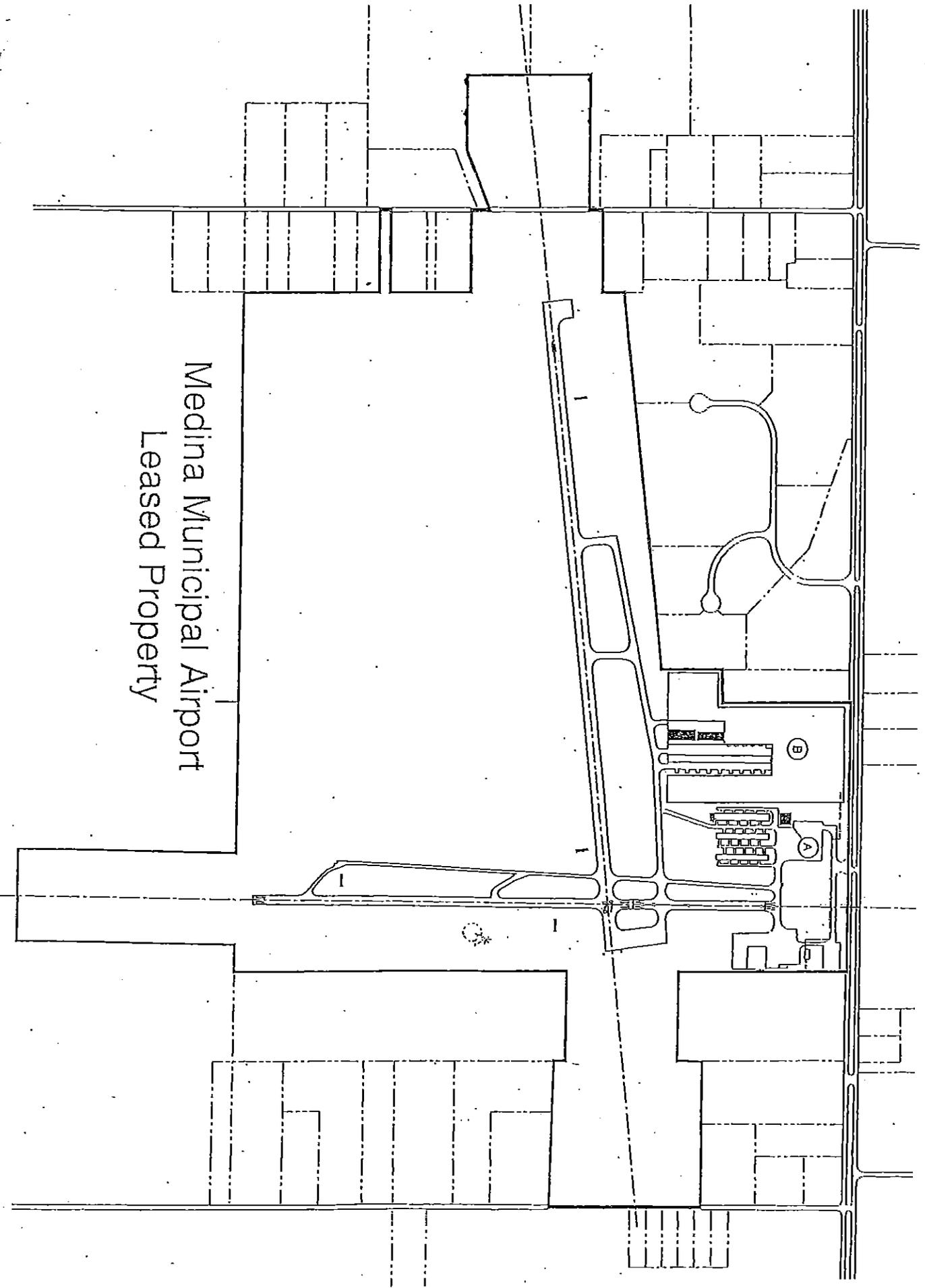
*Miranda Watson*

NOTARY PUBLIC

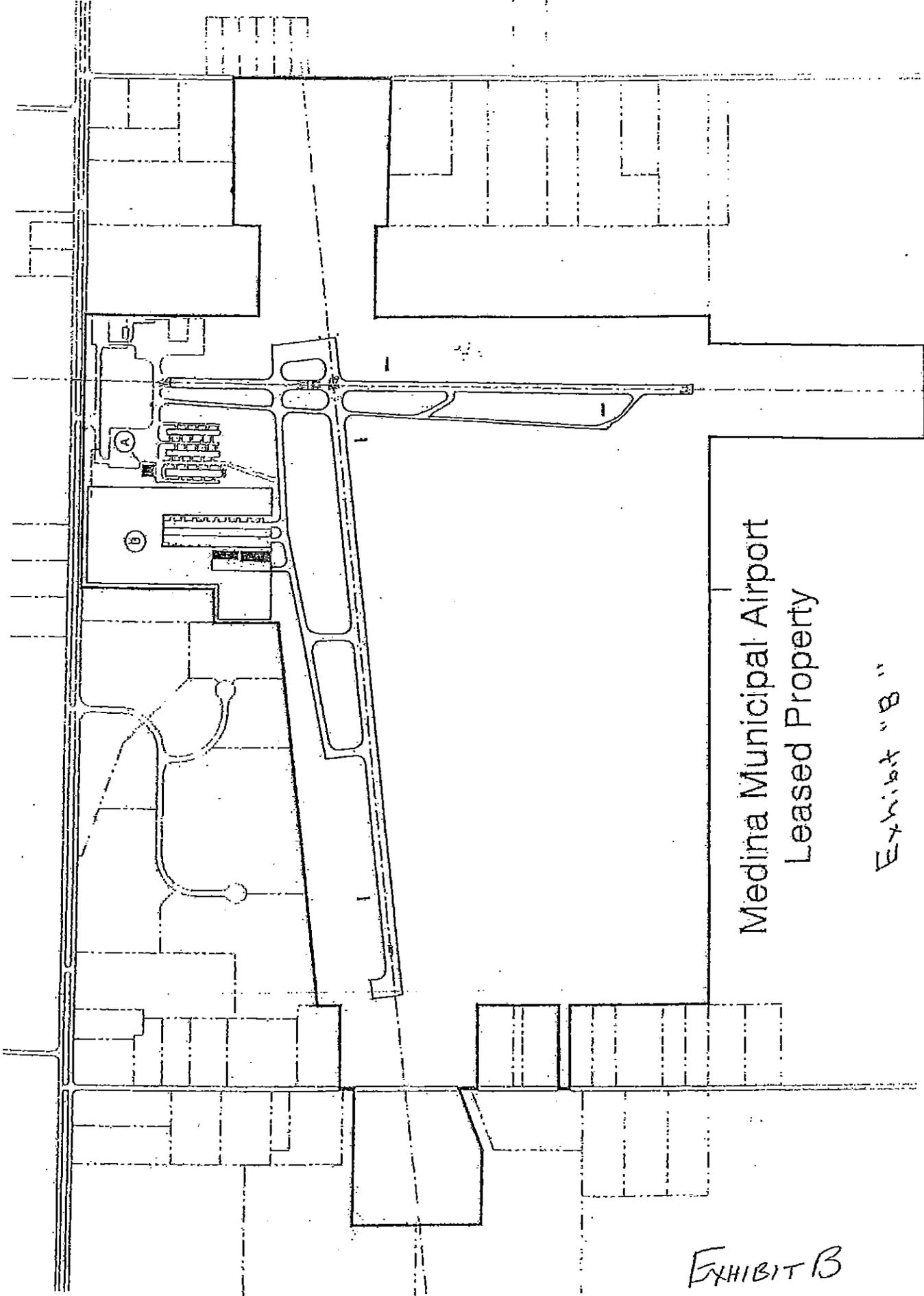
Document and Form approved by:

*William B. Young*  
WILLIAM B. YOUNG, Law Director  
City of Medina, Ohio

EXHIBIT "A"



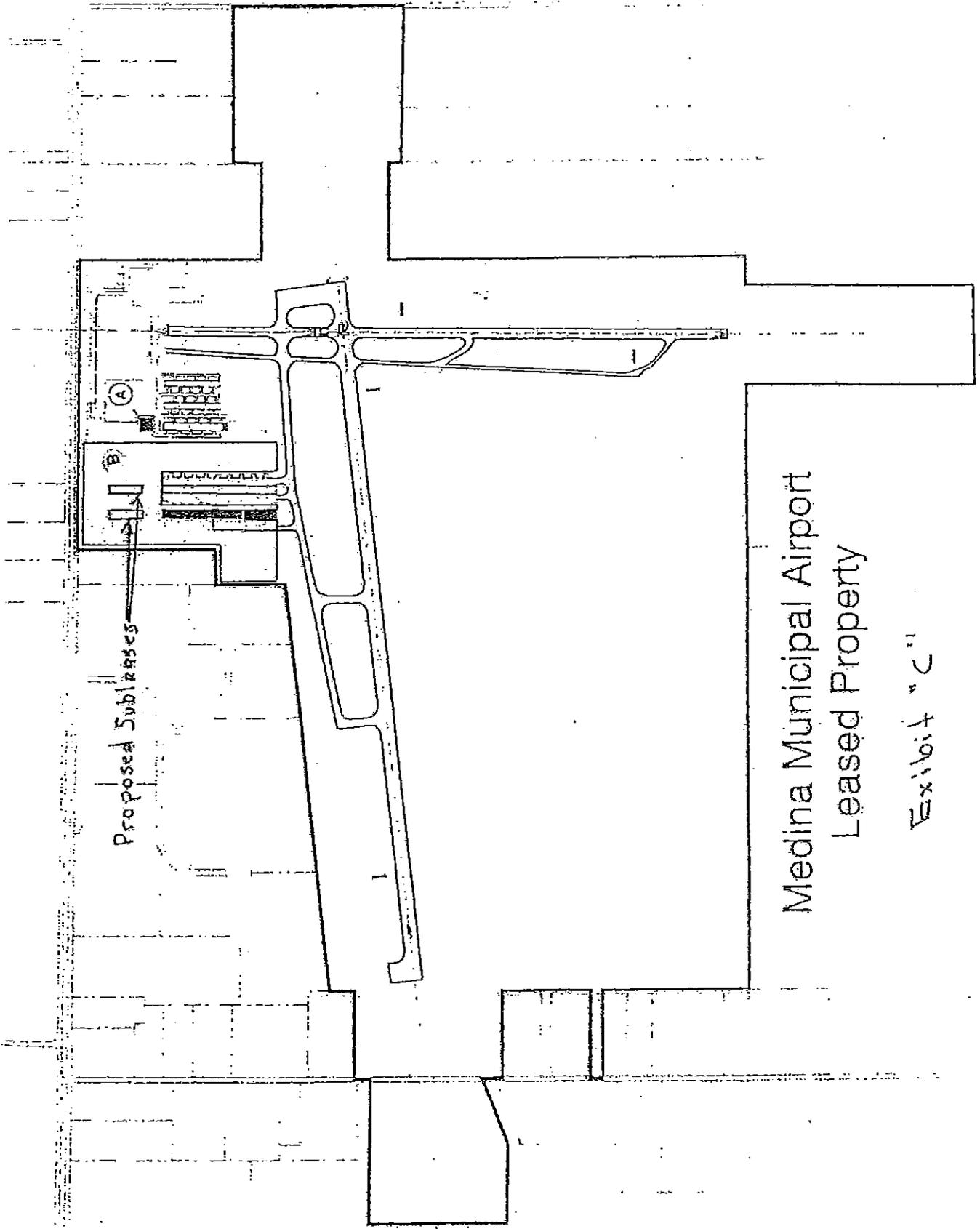
Medina Municipal Airport  
Leased Property



Medina Municipal Airport  
Leased Property

Exhibit "B"

EXHIBIT B



Medina Municipal Airport  
Leased Property

Exhibit "C"

EXHIBIT C

# HANGAR RULES

For

## Private Hangars IVIA LLC ("PHMMA")

(at the Medina Municipal Airport)

### The following is provided and/or shall be present in each hangar stall:

- One 5-lb. ABC fire extinguisher that is provided by and maintained annually by the tenant.
- One spare key for hangar access in possession of (PHMMA).

### General Hangar Rules:

- Hangar shall be kept clean and free of grease, oil, trash or other debris.
- In the event drip pans are used under the engine(s) of all aircraft or any other vehicle inside hangar, such drip pans must be kept clean.
- No fueling, de-fueling or dispensing of flammable or combustible liquids or transferring flammable liquids from a tank, vehicle or aircraft allowed inside the hangar.
- No more than 5 gallons of flammable liquids (i.e. fuel) are permitted in the hangar. This includes fuel cans, bottles, containers and tanks. All containers to be U.L. approved.
- No storage of combustible materials or compressed gas cylinders.
- No painting or spray finishing inside hangar space.
- No alteration of the hangar structure, doors, walls or lighting, without submitting detailed plans and receiving the written permission of PHMMA and FSM.
- Hangars are not to be used as living units.
- No tampering with or illegal discharging of fire extinguishers.
- All vehicles must be parked inside hangars so as to not block taxiways.
- The bifold doors may be damaged if left open in strong wind conditions. It is best to close them when you are not present.

### Allowed (limited) Maintenance:

This hangar unit is designed as a "storage" facility. Only limited maintenance is allowed on aircraft. All maintenance must be performed by the owner/partner of the aircraft and must comply with all Federal Aviation Regulation standards. The FSM does not recommend the use of heavy electrical equipment (i.e. large electric tools). The following is a list of general maintenance rules:

- No fiberglass, epoxy, composite lay-up or doping shall be permitted.
- No operation of aircraft engines inside hangar.
- All jacks or hoists must be used on the floor and nothing shall be mounted or hoisted from any part of the building's side or overhead structure.

All hangars are required to be inspected as often as necessary for possible fire and safety hazards. Sharon Township Fire Department, in conjunction with Airport staff, will periodically inspect all hangars and storerooms for hazards. If an unsafe condition is found, you will receive written notification explaining the hazard(s) that must be corrected immediately to remain in compliance with the City of Medina Codified Ordinances and all governing leases and operating agreements.

### Insurance:

Each member is required to carry - Liability Insurance of \$250,000.00 for each aircraft and \$500,000.00 for each occurrence.

EXHIBIT D

If you have any questions contact Flight Services of Medina or PHMMA.

**ORDINANCE NO. 40-14**

**AN ORDINANCE AMENDING ORDINANCE NO. 208-13,  
PASSED DECEMBER 9, 2013. (Amendments to 2014 Budget)**

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

**SEC. 1:** That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
145-0630-54411 (RR-Land Improvements)	125,000.00 *
145-0630-53311 (RR-Office Supplies)	2,500.00 *
145-0630-52214 (RR-Advertising)	500.00 *

**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.

\* - new appropriation

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

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

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

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

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

**ORDINANCE NO. 41-14**

**AN ORDINANCE ACCEPTING THE REPORT AND RECOMMENDATIONS OF THE FACT FINDER FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION REPRESENTING THE PATROL OFFICERS AND THE SERGEANTS DIVISION, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Report and Recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association representing the Patrol Officers and the Sergeants Division is hereby accepted.

**SEC. 2:** That a copy of the Report and Recommendations 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to act on said Fact Finder Report within the required period of time; 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

**STATE OF OHIO**  
**BEFORE THE OHIO STATE EMPLOYMENT BOARD**  
**IN THE MATTER OF FACT FINDING BETWEEN**  
**THE CITY OF MEDINA**

**And**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
(Sergeants and Patrol Officers)

SERB Case #'s 2013-MED-09-0967

2013-MED-09-0968

E. William Lewis, Fact Finder

Fact Findings and Recommendations

Date of Mediation session: January 6, 2013

Date of Evidentiary Hearing: February 11, 2014

**Appearances:**

**For the City:**

Jon M. Dileno, Esq.

Zashin & Rich Co., LPA

55 Public Square, 4<sup>th</sup> Floor

Cleveland, Ohio 44113

**For the Union:**

Daniel J. Leffler, Esq.

Ohio Patrolmen's Benevolent Association

10147 Royalton Road, Suite J

North Royalton, Ohio 44133

**AUTHORITY**

In the matter brought before Fact Finder E. William Lewis in keeping with applicable provisions of Ohio Revised Code 4117 and related rules and regulations of the Ohio State Employment Board. The parties have complied in a timely manner with all procedural filings. The matter before the Fact Finder is for consideration and recommendation Based on merit and fact according to the provisions of Ohio Revised Code 4117, particular those that apply to Safety Forces and mutual directives of the parties.

Both sessions were held at Medina City Hall. All witnesses were sworn in accordance with ORC 4117.

In attendance for the City:

Mr. Jon M. Dileno Advocate for the City

Mr. Patrick J. Berarducci Chief of Police

For the Union:

Mr. Daniel J. Leffler Advocate for the OPBA

Mr. George Horton Sergeant Representative

Mr. Nate Simpson Sergeant Representative

Mr. Dan Warner Patrol Officer Representative

**BACKGROUND:**

The City of Medina, hereinafter known as the Employer/City, provides municipal and Safety services to its 26,000 citizens. The Ohio Patrolmen's Benevolent Association, hereinafter known as the Union/OPBA, represents two bargaining units of City employees. The Sergeants bargaining unit is composed of eight Sergeants. The Patrol Officers bargaining unit has twenty six members.

The parties have a joint bargaining relationship, where the City bargains with both units simultaneously. Although SERB did not assign the Sergeants Bargaining Unit to this Fact Finder, the parties have stipulated that this Fact Finder's recommendations and inclusions will apply to the Sergeants Bargaining Unit as well as the Patrol Officers Bargaining Unit.

The parties began bargaining on successor contracts in November 2013. After three bargaining sessions they were unable to reach an agreement, and they applied to SERB for a Fact Finder appointment. This Fact Finder was appointed on December 13, 2013. Consultation with the respective representatives indicated that a mediation session would be appropriate. Mediation was scheduled for January 6, 2014. At the session the parties identified thirteen unresolved Articles. All unresolved issues were resolved during mediation except for Articles 16, 20, 26, and 27.

**EVIDENTIARY HEARING:**

An Evidentiary Hearing was scheduled for February 11, 2014. After a two hour attempt at further mediation, without success, the Evidentiary Hearing was commenced at 1:30p.m. According to the parties Pre-submittals, the following Articles and Sections would be addressed during the Hearing:

**ARTICLE 16 DUTY HOURS**  
(Sergeants and Patrol Officers)  
Section 1.

**ARTICLE 20 SICK LEAVE**  
(Sergeants and Patrol Officers)  
Section 5.

**ARTICLE 26 GROUP HOSPITALIZATION**  
(Sergeants and Patrol Officers)  
Section 1.  
New Section: Wellness Program

**ARTICLE 27 WAGES**  
(Sergeants and Patrol Officers)  
Section 1. Patrol

Section 2. Patrol

Section 3. Patrol

-Sergeants Wage differential

-New Section(Sergeants and Patrol)—Firearm Proficiency Pay

When making recommendations in accordance with ORC 4117.14(C)(4)(e), the Fact Finder takes into consideration the following factors:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

The format when addressing the unresolved issues, will be to list the issue or Article, followed by the positions of the parties, the Fact Finder's discussion and his recommendation. The issues will be addressed in the same order as in the Hearing.

## **ARTICLE 16 DUTY HOURS**

### **CITY POSITION:**

Section 1.—Delete ten (10) hour shifts for Patrol Officers and Sergeants. The work week shall be forty (40) hours with two weeks notice for schedule changes.

Section 2.—Change ten (10) hours to eight hours.

UNION POSITION:

Section 1.—Expand the four ten (10) hour days to all members of both bargaining units.

Section (New)—add provision to provide for shift assignment preference semi-annually (January & July). Those assignments are to be generally made by seniority.

DICUSSION:

Although the Employer argues that hours of work and schedules are an inherent right of management, Ohio Revised Code 4117, makes hours of work and working conditions a mandatory subject of bargaining. The City, through evidence and testimony, believes that the current ten (10) hour shift schedules are less efficient than eight (8) hour shift schedules(ME-2,tb.-9). Their Shift Staffing Analysis shows that it takes 1.72 persons to staff eight (8) hour shifts 24/7. This is contrasted to 2.29 persons to staff ten (10) hour shifts 24/7. Ten(10) hour shifts, per the City, creates too much overlap between shifts. Eight (8) hour shifts, per the City Advocate, divides equally into twenty-four (24) hours. Thus, per the City, they could operate the Department with fewer personnel.

This Police Department has been on ten (10) hour shifts for decades, states the Union. Ten (10) hour shifts were memorialized into the CBA in the 2003 negotiations(UE-2). Employees are happy with ten (10) hours and have established life styles around such a schedule, per OPBA testimony. A study appearing in the Police Chief Magazine depicts a trend towards ten (10) hour shifts. The findings, per the study, identified increased sleep, improved quality of work life, and reduced overtime hours, as compared to eight (8) hour shifts(UE-3). Actually, in the fact finder's opinion, this study does not necessarily show a trend towards ten (10) hour shifts. It shows a decrease in eight (8) hour shifts as

compared to alternative shift schedules.

Testimony did not convince the fact finder that a thorough dialogue has occurred between the parties on this issue. Under the circumstances, to disrupt these employees life style without a clear understanding of how the changes should equitably work for each employee, is not sustainable in the fact finder's opinion. The City has not demonstrated a current economic need to drastically change the Departments work environment, since the General Fund and the Police Department's Special Funds are sound (ME-2, tb.3, UE-5,6).

However, there were discussions with the fact finder, and the parties regarding future employees working eight (8) hour shifts. This concept was rejected by the Union. However, a public employer has a duty to operate as efficiently as possible, without jeopardizing the health and welfare of its employees.

**RECOMMENDATION:**

Add to Section 1. However, future Patrol Officers, hired into the Patrol Division, exclusive of those new Patrol Officers currently in training or scheduled for training, may be scheduled to work eight (8) hour shifts. This option does not apply to the Sergeant's Agreement unless a future Patrol Officer is promoted to the position of Sergeant.

Based on the evidence and testimony introduced, it would be counter-productive to expand the ten (10) hour shifts to all employees, and disrupt other Divisions now working eight(8) hour shifts, in the Police Department. The fact finder does not recommend incorporating the OPBA's proposal for ten hour shift expansion.

There was no evidence or testimony introduced to show that the current shift selection process is not working. The process is administered by the Sergeants, per unrebutted testimony. The more language introduced into a contract, the more disputes can arise.

Do not include a shift preference provision.

**ARTICLE 20 SICK LEAVE**  
(Sergeants and Patrol Officers)

Section 5.

**UNION POSITION:**

Change last sentence to read: The maximum payment which may be made under this section shall be four hundred (400) hours.

**CITY POSITION:**

Current language.

**DISCUSSION:**

After the Union had modified its original position to their Pre-submittal position, there was little discussion on this issue at the Hearing. During the Hearing the Employer did not introduce any rebuttal evidence or testimony.

**RECOMMENDATION:**

The above Union Position is recommended.

**ARTICLE 26 GROUP HOSPITALIZATION**  
(Sergeants and Patrol Officers)

**CITY POSITION:**

--Increase employee monthly premium contribution from 8% to 18% for employees not satisfying the "Wellness" Program requirements.

--Employees satisfying the Wellness Program requirements will pay a reduced premium contribution of 13%(See attached Wellness Program).

--Modify current plan design as follows:

\* Institute network deductible of \$750/single, \$1500/family and increase non-

network deductible to \$1500/single, \$3000/family.

\*Increase network out-of-pocket maximum to \$2000/single and \$4000/family.  
Increase non-network out-of-pocket maximum to \$3000/single and \$6000/family.

\*Increase network office visit co-pay for specialists to \$40.

\*Increase prescription drug co-pays as follows:

Tier 1 - \$15(current \$10)

Tier 2 - \$30(current \$20)

Tier 2 - \$50(current \$40)

\*Mail Order (up to 90 day supply)

Tier 1 - \$30

Tier 2 - \$60

Tier 3 - \$100

#### UNION POSITION:

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) days per week). A summary of insurance benefits that the City shall provide through December 31, 2014 is set forth in Attachment C. The insurance benefits may be modified on January 1, 2015 and January 1, 2016: however, the Enrollee Copays and Coverages for the preferred provider shall not exceed the following:

Deductible of \$500 single plan/ \$1000 family plan.

Out-of-pocket maximum of \$1000 single plan/ \$2000 family plan.

Co-insurance as provided on Attachment C.

Increase network office visits co-pay for specialists to \$40.

Increase prescription drug co-pays as follows: ----Tier 1 - \$15

Tier 2- \$30

Tier 3 - \$50

Mail Order (up to 90 days) Tier 1 - \$30  
Tier 2 - \$60  
Tier 3 - \$100

The premiums for such plan shall be paid as follows:

- A. Effective January 1, 2014, the City shall pay nine-two percent (92%) of the premium costs.

Effective January 1, 2014, the bargaining unit member shall pay eight Percent (8%) of the premium costs through payroll deduction.

- B. Effective January 1, 2015, the City shall pay ninety percent (90%) of the premium costs.

Effective January 1, 2015, the bargaining unit member shall pay ten percent (10%) of the premium costs through payroll deduction.

- C. Effective January 1, 2016, the City shall pay eighty- eight percent (88%) of the premium costs.

Effective January 1, 2016, the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction.

- D. Effective January 1, 2015, Employees who annually voluntarily participate in the Wellness Program, consisting of completing the Health Risk Questionnaire, Biometric screening and establishing a 411 Fit System account, will have two percent (2%) reduced from their applicable premium contribution.

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 coverages under the policy with the new carrier do not

exceed the Enrollee coverages above and the benefits are comparable to or better than the benefits provided to bargaining unit employees as of the effective date of this Agreement.

**DISCUSSION:**

The parties have had extensive discussions on this issue. Both recognize the need to modify the current plan that has a projected increase in costs of twenty-six percent (ME-13). The City has a Health Care Committee in place with all the bargaining units participating. Numerous meetings have been held influencing this bargaining process. Fruitful discussions were held with the fact finder in the mediation session. Therefore, the following recommendation reflects the best assessment of what the parties have indicated would be acceptable.

**RECOMMENDATION:**

**ARTICLE 26 (Sergeants and Patrol Officers)**

**GROUP HOSPITALIZATION**

**Section 1.** Revise to read as follows: The City shall provide group hospitalization, surgical and dental insurances 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 through December 31, 2016 is set forth in Attachment C.

Attachment C is to be revised effective April 1, 2014, as follows:

--In network deductibles of \$500/single, \$1000/family and increase non-network to \$1000/single, and \$2000/family

--Increase network out-of-pocket maximum to \$1000/single, and \$2000/family, and increase non-network out-of-pocket maximum to \$3000/single, and \$6000/family.

--Increase network office visits co-pay for specialists to \$40.

--Increase prescription drug co-pays as follows:

Tier 1 - \$15

Tier 2 - \$30

Tier 3 - \$50

--Mail Order (up to 90-day supply):

Tier 1 - \$30

Tier 2 - \$60

Tier 3 - \$100

The premiums for such plan shall be as follows:

- A. Effective July 1, 2014, The City shall pay ninety percent (90%) of the premium costs.

Effective July 1, 2014, the bargaining unit member shall pay ten percent (10%) of the premium costs through payroll deduction provided the bargaining unit member participates in the Wellness Program as identified in Section 6 of this Article, and as prescribed in Attachment\_\_\_\_. Failure of the bargaining unit member to comply as prescribed in the Wellness Program, when it becomes effective if other than July 1, 2014, will result in the bargaining unit member paying four percent (4%) more of the premium costs as identified above(ie: 14% versus 10%).

- B. Effective January 1, 2015—same as A above.

- C. Effective January 1, 2016, The City shall pay eighty-eight percent (88%) of the premium costs.

Effective January 1, 2016, the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction provided the

bargaining unit member participates in the wellness program as identified in Section 6 of this Article, as prescribed in Attachment \_\_\_\_\_. Failure of the bargaining unit member to comply as prescribed in the Wellness Program will result in the bargaining unit member paying four percent (4%) more of the premium costs as identified above (ie: 16% versus 12%).

Section 2. Current language.

**Section 6. (New):** City of Medina and Ohio Patrolmen's Benevolent Association Wellness Program, per Attachment \_\_\_\_\_.

**ARTICLE 27 WAGES**  
(Sergeants and Patrol Officers)

**UNION POSITION:**

Patrol: Effective January 1, 2014--	2.25%
Effective January 1, 2015--	2.50%
Effective January 1, 2016--	2.75%

Sergeants: Increase differential from fourteen percent (14%) to fifteen (15%).  
-Increase the probationary differential from six percent (6%) to seven percent (7%).

New Section: (Sergeants & Patrol Officers)—Effective January 1, 2014, any bargaining unit member who has an Ohio State Firearms Certification (OPTA commission), shall receive an additional Forty-Eight cents (\$0.48) per hour, for the duration of the contract.

**CITY POSITION:**

Patrol: Effective January 1, 2014--	1.0%
Effective January 1, 2015--	1.0%
Effective January 1, 2016--	1.5%

Sergeant's Differential: Current language.

DISCUSSION:

Evidence and testimony, has shown that the primary source of revenue for the City is income tax. That source has remained relatively stable throughout the past six years. However, a decline occurred during the years of the "great recession" of 2009 through 2011(ME-2,tb. 1). During the last six year period the City has been able to maintain a substantial cash carry-over balance in both the General Fund and Police Special Fund(ME-2,Tb. 3). This was accomplished by the City initiating numerous cost savings and cutting measures(ME-2,tb. 2).

During the same recent period of history the City has not laid off personnel in this bargaining unit. However, some reductions of personnel may have occurred and cost cutting measures implemented(ME-2,tb.2). Wage increases for both bargaining units were negotiated averaging two-percent (2%) per year in the last CBA(JE-1 & ME-1). The prior CBA, for years 2008 through 2010, provided wage increases averaging over three percent (3%) per year for Patrol Officers, and included an additional one percent (1%) differential increase for Sergeants(ME-1).

Comparison data submitted by the OPBA for surrounding area Police Departments shows Medina's PD employees ranking 30<sup>th</sup> of 60 departments, in total compensation(UE-12). When compared to other similar sized Cities (20,000 to 30,000), Medina's PD total compensation is slightly above the current average(\$68,446-vs-\$68,176). The average wage increase for 2014 for those 23 of 60 departments reporting is 1.66%. The average Sergeant's differential for the 39

of 60 departments reporting is 12.73%(UE-12,13). However, the average Sergeant's differential for those similar sized cities reporting such, is 13.27%(UE-13).

The State Employment Relations Board's Annual Wage Settlement Report, shows annual State-wide average wage increases for 2012, as one percent (1%). The average increase for Police units for the year of 2012 was one and two-tents percent (1.20%) (ME-2, tb.5). This data, because of its age, is not as reflective as the OPBS's submitted comparables, in the fact finder's opinion.

Considering the submitted evidence and testimony, along with the past CBA's, the fact finder makes the following recommended changes to Article 27 (WAGES), for Patrol Officers and Sergeants.

#### RECOMMENDATION:

Patrol Officers: Section 1—Retroactive to the first pay in January 1, 2014, members of the bargaining unit shall be compensated in accordance with the following two percent (2%) to pay grades and step increases as appropriate.

Section 2. Effective the first pay following January 1, 2015, members of the bargaining unit shall be compensated in accordance with the following two percent (2%) increase to pay grades and step increases as appropriate.

Section 3. Effective the first pay following January 1, 2016, members of the bargaining unit shall be compensated in accordance with the following two percent (2%) increase to pay grades and step increases as appropriate.

Section 4. Current language.

#### ARTICLE 27 WAGES (SERGEANTS)

Section 1. Wage differential—current language.

Section 2. Current language.

---Do not incorporate a Firearms Certification provision in either Agreement.

### **CONCLUSION**

The Fact Finding recommendations contained herein, including the Attachment, were arrived at giving consideration to the positions, arguments and submittals of the parties and criteria enumerated in ORC 4117.14 (C)(4)(e). In addition, I also incorporate by reference into this Report, the tentative agreements of the parties reached through negotiations, and the language of the expired agreement which remains unchanged by the parties.

This concludes the Fact Finding Report.

Respectfully submitted this 5<sup>th</sup> day of March 2014.

/s/ E. William Lewis  
Fact Finder

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this Fact Finding Report was served by e-mail and by regular U.S. mail, upon Jon M. Dileno, Esq., for the City of Medina at Zashin & Rich, 55 Public Square, 4<sup>th</sup> floor, Cleveland, Ohio 44113, and Daniel J. Leffler, Esq. for the Ohio Patrolmen's Benevolent Association, at 10147 Royalton Road, Suite J, North Royalton, Ohio 44133, and by e-mail upon The State Employment Relations Board, this 5<sup>th</sup> day of March, 2014.

/s/ E. William Lewis  
Fact Finder