

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

May 27, 2014 (Tuesday)  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (May 12, 2014)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Ord. 83-14

An Ordinance establishing an Unclaimed Monies Fund.

Res. 84-14

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 sheet(s).

(emergency clause requested)

Res. 85-14

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 sheet(s).

(emergency clause requested)

Ord. 86-14

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

Ord. 87-14

An Ordinance authorizing the Mayor to solicit Requests for Qualifications (RFQ's) from qualified professionals for Design-Build Services for the Champion Creek Streambank and Riparian Restoration.  
(emergency clause requested)

Ord. 88-14

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Lake Road Reconstruction, Phase 2 Project.

Ord. 89-14

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio by accepting the job description for the position of Intern for the Economic Development and Planning Departments.

Ord. 90-14

An Ordinance authorizing the Mayor to commence a Qualification Based Selection Process for professional design services for the improvements to the Memorial Park Pool and Facilities.

Res. 91-14

A Resolution authorizing the filing of an application for grant assistance from the Ohio Development Services Agency, Office of Housing and Community Development, in connection with the Small Cities Community Development Block Grant (CDBG) Program.  
(emergency clause requested)

Res. 92-14

A Resolution authorizing the Mayor to enter into a Partnership Agreement with the City of Brunswick and the City of Wadsworth and to file an application for grant assistance with the Ohio Development Services Agency for a PY14 Community Housing Impact and Preservation Program Grant.  
(emergency clause requested)

Ord. 93-14

An Ordinance amending Ordinance No. 39-14, passed March 10, 2014, pertaining to the Lease of Land at the Medina Municipal Airport.

Ord. 94-14

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Police Sergeants and authorizing the Mayor to execute said Agreement.  
(emergency clause requested)

Medina City Council  
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Ord. 95-14

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers and authorizing the Mayor to execute said Agreement.

(emergency clause requested)

Ord. 96-14

An Ordinance amending Section 31.03 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the salary schedules for employees not covered under current union contracts for the years 2014, 2015, and 2016.

(emergency clause requested)

Ord. 97-14

An Ordinance amending Section 31.14 (D) and 31.16 (A) of the Salaries and Benefits Code of the City of Medina, Ohio relative to Employee Healthcare.

(emergency clause requested)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
May 12th, 2014, Regular Session

**Opening:**

Medina City Council met in regular, open session on Monday, May 12th, 2014. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

**Roll Call:**

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

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

**Minutes:**

Mr. Shields moved that the minutes from the April 28th, 2014 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 M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Reports of Standing Committees:**

Finance Committee: Reported they met prior to this meeting and will meet again on Tuesday, May 27<sup>th</sup>, 2014.

Health, Safety & Sanitation Committee: Mr. Rose had no report. He is working on scheduling a meeting soon to discuss utility rates.

Public Properties Committee: Mr. Shields stated Public Properties met last Monday, May 5th to discuss the city pool. We are looking to schedule another meeting on the same topic possibly the 20<sup>th</sup> or 21<sup>st</sup>.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson will have a meeting sometime in the beginning of June.

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

**Requests for Council Action:**

**Finance Committee**

- 14-093-5/12 – Establish New Fund – Unclaimed Monies (Fund #901)
- 14-094-5/12 – Amend. Ord. 39-14 – Revise Contract Private Hangar Sublease
- 14-095-5/12 – Payment Over \$3,000 – Fechko
- 14-096-5/12 – FY14 CDBG Grant Application
- 14-097-5/12 – FY14 CHIP Grant Application
- 14-098-5/12 – Zoning Code and Zoning Map Amendments – Planning Comm. Recommendation
- 14-099-5/12 – RFQ - Champion Creek Streambank & Riparian Restoration
- 14-100-5/12 – Expenditure Over \$15,000 – Kokosing Materials
- 14-101-5/12 – Bids, Lake Road Reconstruction, Phase 2 (Job #940)

- 14-102-5/12 – MOU w/ Wheeling & Lake Erie Railroad – West Smith Dual Crossing
- 14-103-5/12 – Expenditure Over \$15,000 – HSH Construction
- 14-104-5/12 – Approve Job Description – ED/Planning Intern
- 14-105-5/12 – Qualifications Based Selection Process – Design Services for Memorial Pool
- 14-106-5/12 – Budget Amendment
- 14-107-5/12 – Amend Residential Fence Code, Section 1371.04 – Height Limits
- 14-108-5/12 – Payment Over \$3,000 – Chippewa Roofing

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** reported the following:

- 1) New City Website- Some adjustments still being made and information uploaded, but please let us know of any concerns or suggestions. Daily more information is added.
- 2) National Day of Prayer events Thursday, May 1, 2014 - All went well.
- 3) Day of Serving/Love Medina - On Saturday, May 3, several local churches and 50-60 volunteers provided yard cleanup, painting, mulch application etc. for local seniors and disabled residents. Thanks to Pastor Tony Myles from the Connection Church and Mike VanArsdale for helping to organize and coordinate same.
- 4) Friday May 16, 7:30 p.m. - Rolling Thunder will host a Candlelight Vigil on Medina Public Square to honor the troops and their families. Invite the public to attend.
- 5) Memorial Day Parade - Monday, May 26th. Wreath Ceremony at front of Courthouse on Square at 10 a.m.; Parade then wraps around south, west and north sides of Square and progresses out East Liberty to Spring Grove Cemetery. 11 a.m. ceremony at monument. 1:15 p.m. short ceremony at Medina County Vietnam Veterans Memorial, Northland Drive next to Veteran's Office. All are welcome.

**Keith Dirham, Finance Director,** reported there are three items on the agenda that he will address this evening.

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

**Chief Berarducci, Police Chief,** had no report.

**Kimberly Rice, Economic Development Director,** reported the following:

We are having the second public meeting for the Medina Downtown Strategic Redevelopment Plan. The draft plan will be presented in an open house format so there will not be a formal presentation this time. Opportunities will be provided one more time for the public to give comments and feedback on the concepts presented. The meeting is Tuesday, May 27<sup>th</sup> from 5 p.m. to 7 p.m. here at City Hall.

**Chief Painter, Fire Chief,** reminded residents that there is no burning of yard debris or open burning within the city.

**Mike Wright, Recreation Center Director,** reported the following: The Rec. Center offers a fantastic summer camp program for kids ages 5-12 with countless activities and fieldtrips from

Medina City Council  
May 12th, 2014

Kalahari, Geauga Lake Wild Water Kingdom, Cleveland Zoo, Laser quest, the movies and many more. Sign up starts June 2<sup>nd</sup> – June 6<sup>th</sup> program ends August 11<sup>th</sup> – 15<sup>th</sup>. Sign up for one week or multiple weeks. Discounts for multiple weeks if you sign up before May 26<sup>th</sup> and multiple children discounts available also. Summer Camp hours are M-F 8 a.m. - 5 p.m., we offer early morning drop off and after 5 p.m. pick up. Info on our website at [www.medinarec.org](http://www.medinarec.org) or call 330-721-6900. The next Rec. Center Advisory Board meeting is cancelled for May, our next meeting is Thursday, June 19<sup>th</sup> at 7:30 a.m.

**Jansen Wehrley, Parks and Recreation Director**, reported the following:

The turf on the square has some yellowing and is a result of an error of the chemical mixture and application by a contractor. We are taking steps to allow the turf to recover. We will be supervising any future applications to insure this does not happen again. Our splash pads at Greenwood and Ray Mellert are being tested this week and should be open prior to Memorial Day weekend. Fred Greenwood hours are 11 a.m. – 8 p.m. and Ray Mellert is 12 p.m. – 8 p.m..

**Patrick Patton, City Engineer**, reported the following: BOC this afternoon awarded three contracts. The Forest Meadow Storm Sewer and Drainage Improvement Project, the Lancaster Drive Drainage Improvement, and the South Court Water Tank Interior Coating Project. Some road closures due to railway crossing replacements are State Road between West Smith and West Liberty to open on May 16<sup>th</sup>. Monday, May 19<sup>th</sup> through Saturday the 24<sup>th</sup> West Smith between Lake and Commerce will be closed to allow for replacement of railroad crossing there.

**Nino Picolli, Service Director**, reported we attempted to resurface areas of North Court Street where we had some pot holes mulled and got rained out. We will try later this week. There was a water main break and Circle Drive was closed until the repair was completed.

**Confirmation of Mayoral Appointments:**

Ed Farnham – Airport Commission (filling vacancy) – expiring 12/31/15

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and the appointment was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Notices, Communications and Petitions:** There were none.

**Unfinished Business:** There was none.

**Introduction of Visitors:**

Erica Graffein from the County Auditors' Office had two reminders this evening

Mr. Smalley, Chairman of the Medina City Archive Commission came this evening to extend gratitude to Mr. Simpson for his support of the Archive Commission and the Museum at the last meeting and Council as a whole thank you. So that the residents are aware the Archive Commission was Council Created by an Ord. in 1997. Members are appointed by Medina City Council and

three members by the Mayor. The Archive Commission has been tasked with the major duty to create a Medina Historical Museum in the Medina Town Hall and Engine House located on Public Square since 1870. This is a very historic building and an excellent place for a history museum of the Medina community and that is what has been created on the lower level of that space. The museum has been supported since 1999 by the Medina Town Hall and Engine House Foundation and as a result of fund raising efforts of that foundation, nearly \$20,000 of local funds from individuals and local foundations have been put into the museum project before we came back and asked council to help us complete that in 2012.

Mr. Smalley stated he felt the need to come today due to some comments that we made by an individual at the last council meeting, to clarify some things about the Museum. We are not charging an entrance fee to enter the Museum and never have charged. When we have tour groups come in we have accepted a stipend from them. We do have a donation box in the museum for visitors to contribute if they wish it is completely voluntary. Since July of last year visitors have dropped coins and bills into that box and to date those donations have totaled \$196.89 and those funds have been deposited in our account dedicated solely for the support of the Museum.

Another comment made was that the Archive Commission has asked City Council for \$25,000 in additional funds to support the museum. That claim is not true. The Archive Commission as a body has not asked council for any additional funding nor do we intend to. To date we have 15 people not 200 who have volunteered to host the public when the museum is open. The museum will be open during the Memorial Day Parade. We will be open for the first band concert for Friday nights between 7 and 8:30 p.m. and open again Saturday mornings for Farmer's Market from 10 to noon and then for 4<sup>th</sup> of July parade and concert and all major events on the Square throughout this summer. The Convention and Visitor's Bureau website has the entire schedule of when the museum will be open as does Main Street Medina. The Archive Commission is meeting this Thursday, May 15<sup>th</sup> at 5:30 p.m. at the museum.

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

##### **Res. 75-14:**

##### **A Resolution donating twelve (12) Dell computers to the Medina City Schools.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 75-14, seconded by Mr. Simpson. Mr. Wright stated this is a request to donate 12 of the 20 units that we discontinued using because the operating system being outdated. The roll was called and Ordinance/Resolution No. 75-14 passed by the yea votes of P. Rose, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. J. Shields abstained.

##### **Ord. 76-14:**

**An Ordinance authorizing the Mayor to enter into a Lease Agreement with Peaceworks, Inc. for the property located at 406 S. Broadway Street.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 76-14, seconded by Mr. Simpson. Mr. Huber stated he drafted a lease with Peaceworks Inc. and asks that this ordinance be passed subject to his approval. The attorney representing Peaceworks Inc. made some changes and Mr. Huber reviewed them briefly and needs time to sort out what he wants to keep and/or reject. Details that have changed are administrative in nature. Mr. Kolesar stated he feels this is a great chance for this company to work with the public. The roll was called and Ordinance/Resolution No. 76-14 passed subject to the Law

Director's approval by the yeas votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Ord. 77-14:**

**An Ordinance authorizing the Purchase of one (1) 2015 F-250 Four Wheel Drive Truck equipped with a Reading Steel Service Body from Montrose Ford for the Street Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 77-14, seconded by Mr. Simpson. Mr. Picolli stated this purchase is through the CUE program which is the Community University Education Purchasing Association. This type of service body will be beneficial in the daily operations to the Street Department and serve the public well. The roll was called and Ordinance/Resolution No. 77-14 passed by the yeas votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 78-14:**

**An Ordinance authorizing the Mayor to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the completion of the US 42 Improvement Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 78-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 78-14, seconded by Mr. Simpson. Mr. Patton stated this will be Councils' official authorization to ODOT to approve the US 42 Improvement Project North Court Street widening to 5 lanes, center left turn lane and a portion of it would be the raised medium barrier project that we have been discussing for many years now. It's our pledge for our share of 1.1 million dollars. The roll was called on adding the emergency clause and was approved by the yeas votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 78-14 passed by the yeas votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 79-14:**

**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.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 79-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 79-14, seconded by Mr. Simpson. Mr. Dirham stated this is for a storm sewer repair that had to be done. The repair was not planned and that is why there was no previous purchase order. The emergency clause is requested because the work has been completed and the vendor needs paid. The roll was called on adding the emergency clause and was approved by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 79-14 passed by the yeas votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Res. 80-14:**

**A Resolution requesting the Medina County Auditor to certify the total current tax valuation and the dollar amount of revenue that would be generated for the renewal of 2.2 mills for the operation of an Ambulance and Emergency Medical Service.** Mr. Shields

moved for the adoption of Ordinance/Resolution No. 80-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 80-14, seconded by Mr. Kolesar. Mr. Dirham stated this is the first step in renewing the levy that we use to pay for our ambulance services. It is currently paid for by a 2.2 mil levy. By doing a renewal on this levy we will preserve the Homestead Exemption. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. D. Simpson abstained. The roll was called and Ordinance/Resolution No. 80-14 passed by the yea votes of P. Rose, J. Shields, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. D. Simpson abstained.

**Ord. 81-14:**

**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. 81-14, seconded by Mr. Simpson. Mr. Dirham stated this is to appropriate money that was paid to us by the school for salt that we purchased. The roll was called and Ordinance/Resolution No. 208-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 82-14:**

**An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Medina and the Wheeling and Lake Erie Railway Company relative to the reconstruction of the West Smith Road crossing.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 82-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 82-14, seconded by Mr. Simpson. Mr. Patton stated that Wheeling and Lake Erie are currently replacing the crossing on State Road and they would like to replace the crossing on Lake Road starting next week and that is the request for the emergency clause. This crossing is in very bad shape. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 82-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Council Comments:**

Mr. Simpson thanked his colleague's on Council and part of the administration like Kathy, Nino and everyone else that helped with the Employee Appreciation Luncheon, it was a success. We have the best employees' city-wide that provide the services that we all are accustomed to.

Mr. Coyne announced Wednesday, May 14<sup>th</sup> we have a budget hearing for the Water Dept. and we will be moving the time up to 5 p.m..

Medina City Council  
May 12th, 2014

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:09 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 83-14**

**AN ORDINANCE ESTABLISHING AN UNCLAIMED MONIES FUND.**

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

- SEC. 1:** That the Finance Director of the City of Medina is hereby authorized to establish an Unclaimed Monies Fund (Fund #901) in accordance with Section 9.39 of the Ohio Revised Code.
- SEC. 2:** That this fund is necessary to account for monies left unclaimed, which shall be retained in the "Unclaimed Monies Fund" until claimed by its lawful owner. If monies are not claimed within a period of five years, the money shall revert to the General Fund.
- 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. 84-14**

**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 SHEET(S), AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

**SEC. 1:** That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein.

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

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

Res. 84-14



**INVOICE**

865 W LIBERTY ST. STE 120  
MEDINA OH 44256  
(330) 722-2890

Invoice No: 1497  
Date: 5/17/2013  
Due Date: 6/16/2013

PAT PATTON

**Bill To:**

MEDINA CITY  
PAT PATTON  
132 N ELMWOOD

Job No: MISC - T&M  
Description: Misc. - T&M

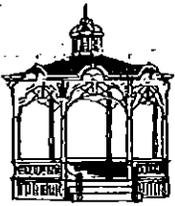
MEDINA OH 44256

Date	Description	Qty	Unit	Unit Price	Ext Price
	T/M Work for patching waterline on S.R. 3 - Odot project #120565 (CO #1)	1.00	LS	3,274.08	3,274.08

PO # 2014-0920 Line # \_\_\_\_\_  
 Partial \_\_\_\_\_ Complete   
 Date: 4/16/2014  
 Approved: [Signature]

Please pay this amount: 3,274.08

Thank you for choosing Fechko Excavating, Inc.



# City of Medina

132 North Elmwood Ave P.O. Box 703  
Medina, OH 44258  
PH: 330-725-8861  
FAX: 330-722-9058

## PURCHASE ORDER

Res. 84-14

No. 2014000920

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

DELIVER AND SHIP TO THIS DEPT.  
ENG DEPT - PAT PATTON  
CITY OF MEDINA  
132 N ELMWOOD AVE  
MEDINA OH 44256

NAME AND ADDRESS OF VENDOR  
F00090  
FECHKO EXCAVATING INC  
865 W LIBERTY ST  
SUITE 120  
MEDINA OH 44256

PURCHASE ORDER DATE  
03/25/14

### TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

**DO NOT DUPLICATE THIS ORDER**

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	ASPHALT REPAIR-SR3/REAGAN DUE TO WTR LINE LATERL INSTALL BOC APPROVED 3/24/14	108-0610-54411	0		.00	3274.08
<b>TOTAL AMOUNT NOT TO EXCEED</b>						<b>3274.08</b>

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:  
34-6001856

### THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

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

SEND ALL INVOICES TO:  
City of Medina  
132 North Elmwood Ave  
P.O. Box 703  
Medina, OH 44258

*Keith W. Dinkens*  
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

City of Medina

Res. 84-14

Board of Control/Finance Committee Approval

Administrative Code: 141

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

Date: 3/21/2014

Department: Engineering

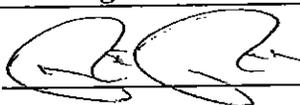
Amount: \$3,274.08

B.O.C. Number: 3/24/14

Account Number: 108 0610 54411

120

Vendor: Fechko Excavating Vendor # \_\_\_\_\_

Department head/Authorized signature 

Job #?  
3/25 - email to Pat

Item/Description:

Asphalt repair due to water line lateral installation on SR 3 and W. Reagan

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of council

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

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

Thank you.

**RESOLUTION NO. 85-14**

**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 SHEET(S), AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

**SEC. 1:** That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein.

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

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution 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



**CHIPPEWA ROOFING, LLC**

P.O. Box 93  
 CHIPPEWA LAKE, OHIO 44215  
 PH: 330-769-3331

DATE	5/7/2014
ACCOUNT NUMBER	

Bob Duecker

MEDINA CITY HALL  
 132 N ELM  
 MEDINA OHIO 44256

DATE	CHARGES AND CREDITS	AMOUNT
5/7/2014	REMOVED AND REPLACED ROOF OVER OFFICES INSTALLED 1/2 INCH INSULATION INSTALL .045 RUBBER MEMBRANE	6,500.00
	SUBTOTAL	6,500.00
		6,500.00

PAY LAST AMOUNT  
 IN THIS COLUMN

*Thank You*

Res. 85-14

## ORDINANCE NO. 61-14

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>
380-0681-53311 (Wadsworth Rd. Wtr. Main)	300.00 *
380-0681-52214 (Wadsworth Rd. Wtr. Main)	200.00 *
380-0681-54418 (Wadsworth Rd. Wtr. Main)	249,500.00 *
001-0707-56615 (GF-Adm. Advances Out)	250,000.00 *
380-0681-56615 (Wadsworth Rd. Wtr. Main-Advances Out)	250,000.00 *
104-0305-53313 (Uptown Park)	350.00 *
001-0749-56630 (Job Creation Grant)	9,593.85 *
389-0610-54412 (Muni Court-emergency roof repairs-Chippewa)	6,500.00 *

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: April 14, 2014      SIGNED: John M. Coyne, III  
President of Council

ATTEST: Catherine L. Woodcock      APPROVED: April 15, 2014  
Deputy Clerk of Council

SIGNED: Dennis Hanwell  
Mayor



**ORDINANCE NO. 86-14**

**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>
108-0610-53311 (Lake Rd. Phase 2)	\$1,500.00 *
108-0610-52214 (Lake Rd. Phase 2)	500.00 *
108-0610-54414 (Lake Rd. Phase 2)	2,768,500.00 *
514-0708-53311 (San-Cash Control)	16,164.90
155-0101-53315 (Night Vision Equipment – Police)	10,000.00 *

**SEC. 2:** That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
513-0708-50111 (Red. Carryforward – Water Cash Control)	7,289.16
513-0708-50112 (Red. Carryforward – Water Cash Control)	171.16
513-0708-50114 (Red. Carryforward – Water Cash Control)	1,620.85
513-0708-50115 (Red. Carryforward – Water Cash Control)	3,966.05
513-0708-50116 (Red. Carryforward – Water Cash Control)	3,132.85
513-0708-50117 (Red. Carryforward – Water Cash Control)	723.80
513-0708-51121 (Red. Carryforward – Water Cash Control)	2,382.85
513-0708-51126 (Red. Carryforward – Water Cash Control)	343.63
513-0708-53311 (Red. Carryforward – Water Cash Control)	11,474.03
514-0708-50111 (Red. Carryforward – Sanitation Cash Control)	16,074.46
514-0708-50114 (Red. Carryforward – Sanitation Cash Control)	1,356.25
514-0708-50115 (Red. Carryforward – Sanitation Cash Control)	5,829.04
514-0708-50116 (Red. Carryforward – Sanitation Cash Control)	6,167.16
514-0708-50117 (Red. Carryforward – Sanitation Cash Control)	606.20
514-0708-51121 (Red. Carryforward – Sanitation Cash Control)	2,798.93
514-0708-51123 (Red. Carryforward – Sanitation Cash Control)	1,700.03
514-0708-51126 (Red. Carryforward – Sanitation Cash Control)	311.60

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

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

\* - new appropriation

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

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

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

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

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

**ORDINANCE NO. 87-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUESTS FOR QUALIFICATIONS (RFQ's) FROM QUALIFIED PROFESSIONALS FOR DESIGN-BUILD SERVICES FOR THE CHAMPION CREEK STREAMBANK AND RIPARIAN RESTORATION, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to solicit Requests for Qualifications (RFQ's) for qualified professionals for design-build services for the restoration of approximately 2000 linear feet of the Champion Creek.

**SEC. 2:** That a copy of the RFQ 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 keep the project moving forward in a timely manner for the benefit to the community; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**Effective date –**

Ord. 87-14  
Exh. A



May 27, 2014

CITY OF MEDINA, OHIO  
COMMUNITY DEVELOPMENT DEPARTMENT

Informational Packet

Qualification Statements For  
Creek Restoration Design-Build Services

for

CITY OF MEDINA CHAMPION CREEK STREAMBANK RIPARIAN  
RESTORATION

DENNIS HANWELL - MAYOR

JOHN M. COYNE, III - PRESIDENT OF COUNCIL

COUNCIL MEMBERS

BRIAN D. HILBERG

WILLIAM LAMB

JAMES A. SHIELDS

MARK E. KOLESAR

PAUL ROSE

DENNIE R. SIMPSON

ADMINISTRATION

GREG HUBER, LAW DIRECTOR

KEITH DIRHAM, FINANCE DIRECTOR

SERAFINO PICCOLI, SERVICE DIRECTOR

PATRICK PATTON, CITY ENGINEER

JONAHTAN MENDEL, COMMUNITY DEVELOPMENT DIRECTOR

**RESPONSE DUE DATE: June 13, 2014**

**PROJECT DEFINITION**

The City of Medina (City) is seeking qualified professionals for design-build services for the implementation of a stream restoration project. This includes, but is not limited to detailed design, site preparation/demolition earthwork, erosion control, stormwater, stream channel restoration and landscaping. The City desires to have a single consultant perform the design and construction of the restoration.

The City was awarded a FFY 2013 Seciton 319(h) Nonpoint Source Program Grant from the Ohio EPA for stream restoration located along 2000 linear feet of the Champion Creek which runs through the southern edge of the downtown. The project consists of restoring natural stream morphology, reclaiming floodplain, naturally stabilizing stream and stream banks, eradicating invasive species, and permanently protecting the riparian corridor. The current conditions have reduced aquatic and adjacent terrestrial habitat quality, increased sediment load, exacerbated downstream flooding, and eroded stream banks threatening adjacent properties and the completion of this project will increase aquatic life, reduce sediment load, reduce flooding and strength adjoining streambank. **The Consultant's budget for the requested services shall not exceed \$270,000 per the grant agreement and all tasks must be managed within this budget. This project is must be completed by July 2015.**

**PROJECT DESCRIPTION**

The City is in need of technical assistance to implement the stream restoration project. The Consultant will be responsible for assessment, design, permitting, construction and construction oversight. City of Medina will be responsible for all reporting based upon recommendations from the Consultant, site inspections and compliance with all other applicable grant requirements.

**SCOPE OF SERVICES AND RESPONSIBILITIES**

Responsibilities of the Consultant will include:

1. A detailed plans and specifications for stream restoration
2. All necessary local, State or Federal permits and/or agency consultations.
3. Site preparation and demolition and earthwork
4. Erosion control
5. Protect stormwater outfalls
6. Stream channel restoration
7. Landscaping

Responsibilities of the City will include:

1. Perform all public outreach efforts
2. Provide grant administration
3. Inspection and contract oversight

**QUALIFICATION STATEMENT REQUIREMENTS**

Three (3) copies of the Qualification Statement shall be submitted and include the following information:

- A. General Instructions for Preparing and Submitting a Qualification Statement
  1. Provide the information requested in the Qualification Statement Content (see section B, below) in a letter signed by an officer of the firm. The responses shall be presented in the same order as listed in Section B.
  2. While the total length (in pages) of the Statement of Qualifications will not be limited, as outlined in Section B, the length of certain sections of the responses will be limited. Submitters are reminded that the content of the Statement should be limited to the

information specifically requested herein. Responding consultants will be permitted to attach and submit brochures or other pre-printed informational/marketing materials at the end of the Statement of Qualifications as they see fit; please understand that while those materials are permitted and will undergo a cursory review by the City, those additional materials will not be considered to be part of the Qualification Statement.

3. Please adhere to the following requirements in preparing and binding Qualification Statement:
  - a. Please use a minimum font size of 11-point and maintain margins of 1" on all four sides of the page. All text shall be black type to facilitate machine copying.
  - b. Each page of the Qualification Statement shall be numbered.
  - c. Use 8" x 11" bond paper only, no glossy paper.
4. Qualification Statements must be received no later than 4:30 P.M. local time on Wednesday, October 10, 2012. Responses received after that time on the specified due date will not be considered.

#### B. Qualification Statement Content

1. Provide a brief introduction to your firm and the services that you provide. Within that introduction, include the number of years the firm has been in business.
2. A list of the firm's previous recent experience with this type of project.
3. List significant sub-consultants, and the percentage of work to be performed by the prime consultant and each sub-consultant.
4. List the Project Manager and other key staff members, including key sub-consultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work. Include summary of staff members experience with projects similar to the project type your firm is pursuing.
5. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to your present workload, and the availability of the assigned staff.
6. Provide a brief description of your Project Approach. Within the Project Approach address your firm's technical approach, understanding of the project, quality assurance policy, innovative ideas and any other relevant information concerning your firm's qualifications for the project. Address your firm's cost containment practices including measures that will minimize the overall cost of the project.
7. Provide a list of three (3) references who can attest to the firm's performance on similar type projects. Include accurate contact name, address and telephone number for each reference listed (please note, if desired and applicable, the same reference can be provided for different project types).
8. List the location of the office from which the project manager will be based.
9. Provide any additional information (not to exceed one page) concerning the firm, the firm's qualifications, experience and ability with respect to the projects that are being pursued.

#### SELECTION PROCESS

A qualifications base selection process will be administered by the City of Medina. Consultants will be evaluated based upon a review of the Statement of Qualifications and our discussions with references. The City will evaluate each firm's qualifications based upon the following:

1. Firm's number of years in business (5%)
2. Firm's technical ability, background and experience on similar projects (25%)
3. Experience and ability of the project manager and the project team (10%)
4. Availability to meet schedule with respect to firms current work load (15%)

5. Understanding of the project and technical alternatives, creativity, problem solving ability (15%)
6. Evaluation of References provided to the City for work on projects of similar size and scope (20%)
7. Firm-proximity to jobsite (10%)

After review of the Qualification Statement, the City may decide to invite a selected number of firms to an interview at the City of Medina. The consultant will be selected based on the Qualification Statement and, if necessary, the interview. If an interview process is used for any of the project types, an evaluation and score for the interview will be factored with the qualification statement review to determine the most qualified firm.

Cost for services will be negotiated with the consultant determined to be most qualified by the City of Medina. The City will initiate a scope of services meeting with the most qualified firm to facilitate communication and develop a specific scope of work for each task. The City will attempt to negotiate an acceptable fee for the work with the most qualified firm. The fee and the agreement will be placed before the City Council of the City of Medina for approval. If the firm and the City are unable to reach an agreement, the City will then negotiate for these services with the second most qualified firm, and continue negotiating with qualified firms until an agreement is reached. The City of Medina reserves the right to reject any and all Statements of Qualifications submitted and the right to waive any informalities or irregularities in the selection process.

#### **SCOPE OF SERVICES**

A specific scope of service for each project will be developed jointly by the City and the selected consultant upon completion of the selection process. In general, the City will expect the selected consultant to perform and complete all work efforts necessary to prepare construction plans and construct the stream and riparian restoration.

#### **PRELIMINARY SCHEDULE**

Qualification Statement Advertising Period: May 28, 2014 – June 13, 2014

Proposals due: June 13, 2014

Review Period: June 16, 2014 – June 20, 2014

Anticipated Award Date: June 30, 2014

Anticipated Authorization to Proceed: July 21, 2014

**COMMUNICATION RESTRICTIONS**

Please note the following policy concerning communication with the City of Medina during the programmatic announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections, while the City will answer and reply to any written or verbal question or inquiry from consultants regarding the projects and/or the selections process, outside of the consultant interview (if an interview has been determined to be necessary) the City will not meet directly with any of the interested firms to discuss the selection process.

**QUALIFICATION STATEMENT SUBMITTAL**

The proposals shall be returned no later than 4:30 pm on Friday, June 13, 2014 to:

Jonathan Mendel  
Community Development Department  
City of Medina, Ohio  
132 North Elmwood Avenue  
Medina, Ohio 44256

**QUESTIONS, CLARIFICATIONS and INQUIRIES**

Consultants should direct any questions, clarifications and inquires regarding the project and or the selection process to Jonathan Mendel either at the above address, or by phone at (330) 722-9023, or by email at [jmendel@medinaoh.org](mailto:jmendel@medinaoh.org).

**APPENDIX A**  
**CITY OF MEDINA**  
**STATEMENT OF QUALIFICATIONS REVIEW FORM**

	CRITERIA	RATING (1-5, see below)	WEIGHT	SCORE
1	Firm number of years in business (5%)		1	
2	Firm's technical ability, background and experience on similar projects (25%)		5	
3	Experience and ability of the project manager and the project team (10%)		2	
4	Availability to meet schedule with respect to firms current work load (15%)		3	
5	Understanding of the project and technical alternatives, creativity, problem solving ability (15%)		3	
6	Reference evaluation (20%) (Past performance of the firm and the project manager pertaining to quality of design, errors and omissions, technical innovation, meeting schedules, controlling costs, communication with the City as well as affected stakeholders, etc.)		4	
7	Proximity to Sight (10%)		2	
<b>TOTAL SCORE:</b> (100 maximum)				

Rating Scale: 1= Poor; 2= Fair; 3= Good; 4= Excellent; 5= Superior

"Firm number of years in business" will be rates as follows: 5=30+ years; 4=20 to 29 years; 3=10 to 19 years; 2=5 to 9 years; 1=0 to 4 years

"Proximity to Sight" will be rated based upon the office that the designated project manager is located, as follows: 5=Medina County; 4=50 mile radius; 3=100 mile radius; 2=Ohio; 1= none of the above

**ORDINANCE NO. 88-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE LAKE ROAD RECONSTRUCTION, PHASE 2 PROJECT.**

**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 Lake Road Reconstruction, Phase 2 Project (City Job #940) 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 \$2,770,000.00, is available as follows: \$1,500.00 in Account No. 108-0610-53313, \$500.00 in Account No. 108-0610-52214, and \$2,768,500.00 in Account No. 108-0610-54414.

**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. 89-14**

**AN ORDINANCE AMENDING SECTION 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO BY ACCEPTING THE JOB DESCRIPTION FOR THE POSITION OF INTERN FOR THE ECONOMIC DEVELOPMENT AND PLANNING DEPARTMENTS.**

**WHEREAS:** The Civil Service Commission did approve the job description for the position of Building Official at their regular meeting held May 7, 2014.

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

**SEC. 1:** That in accordance with Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio the job description for the position of Intern for the Economic Development and Planning Departments is hereby accepted.

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

THE CITY OF MEDINA  
JOB DESCRIPTION

2013

89-14  
EXH. A

**TITLE:** Intern – Economic Development & Planning  
**REPORTS TO:** Community & Economic Development Directors  
**DEPARTMENT/DIVISION:** Community and Economic Development  
**CIVIL SERVICES STATUS:** Unclassified  
**JOB STATUS:** Part-Time (Intern)  
**EXEMPT STATUS:** Non-Exempt

**CLASSIFICATION FEATURES:** The individual in this classification, under the supervision of the Community and Economic Development Directors performs, administrative and professional work relating to administration, marketing, communications, economic and community development issues. Individual will have the opportunity to attend project meetings and city board meetings to understand the development review process.

**ESSENTIAL JOB FUNCTIONS:**

Conduct research and collect data of vacant properties and buildings. Update inventory list and database with information regarding usable square footage, applicable uses (in regard to zoning) chief characteristics of the property ie: distance between columns, distance from main arteries and divided highways, office space sq ft., warehouse sq ft, available power.

**Special Economic and Community Development Projects:**

- Assist with creation and implementation of Community Ambassador Program.
- Provide assistance to businesses to facilitate the continued revitalization of downtown Medina
- Assist in review and analysis of new project opportunities
- Assist in development of vacant and underutilized property through land banking, land marketing, and brownfield redevelopment.
- Assist in research and analysis of business programs and policies.
- Assist with creation of marketing materials for City of Medina.
- Assist with marketing and promotion of Joint Economic Development District.

**EDUCATION, TRAINING AND EXPERIENCE:**

Graduate student of municipal planning, economic development, architecture, urban affairs or a related field, along with considerable experience and responsibility in community development; or exceptionally mature and knowledgeable undergraduate; or Any equivalent combination of acceptable education and experience that provides the required knowledge, skills and abilities.

**QUALIFICATIONS:**

**Knowledge of:**

- Advanced theories, principles and practices of city planning and economic development; and

**Skilled in:**

- Word processing and spreadsheet software applications including, but not limited to, Microsoft Word, Excel, Powerpoint and other Microsoft Office products; Social Media; Web page management; ESRI GIS Mapping is helpful.
- Reading and writing reports, correspondence and instructions.

**Ability to:**

- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public;
- Establish and maintain good working relationships with City employees, other governmental agencies and the general public.

**PHYSICAL DEMANDS:**

The employee may be required to stand and walk during the work day. This position also involves occasional standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching.

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend part of each working day in the office at a desk or computer station and at meeting sites and facilities. The position includes a high incidence of interaction with citizens, government officials, and other City employees, occasionally under stressful conditions.

**WORKING CONDITIONS:**

Work no more than 29 hours per week during the semester.

**EQUIPMENT USED:** Personal computer, fax machine, phones, copy machines, printers, digital camera

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

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

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

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

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Intern – Economic Development & Planning

**REPORTS TO:** Community & Economic Development Directors

**DEPARTMENT/DIVISION:** Community and Economic Development

**CIVIL SERVICES STATUS:** Unclassified

**JOB STATUS:** Part-Time (Intern)

**EXEMPT STATUS:** Non-Exempt

**CLASSIFICATION FEATURES:** The individual in this classification, under the supervision of the Community and Economic Development Directors performs administrative and professional work relating to administration, marketing, communications, economic and community development issues. Individual will have the opportunity to attend project meetings and city board meetings to understand the development review process.

**ESSENTIAL JOB FUNCTIONS & SPECIAL PROJECTS:**

- Conduct research and collect data of vacant properties and update property database on website.
- Attend Ribbon Cutting Ceremonies and document event using city camera and create appropriate media for new business
- Assist with creation and implementation of Community Ambassador Program.
- Assist with application and administration of grants including compilation of grant application materials
- Assist in research and analysis of business programs and policies (i.e. Job Creation Grant)
- Conduct retail business visits (3 per week if possible)
- Update the Historic District Building inventory and property owner data
- Research and identify possible grant opportunities for various projects
- Maintain social media & updates to City's social media page
- Attend Economic Development meetings or other committee meetings as requested or necessary
- Assist with updating the Economic Development website pages
- Assist with the creation of spreadsheets for new and expanding companies

**EDUCATION, TRAINING AND EXPERIENCE:**

Graduate student of municipal planning, economic development, architecture, urban affairs or a related field, along with considerable experience and responsibility in community development; or exceptionally mature and knowledgeable undergraduate; or Any equivalent combination of acceptable education and experience that provides the required knowledge, skills and abilities.

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

**QUALIFICATIONS:**

**Knowledge of:**

- Advanced theories, principles and practices of city planning and economic development; and

**Skilled in:**

- Word processing and spreadsheet software applications including, but not limited to, Microsoft Word, Excel, Powerpoint and other Microsoft Office products; Social Media; Web page management; ESRI GIS Mapping is helpful.
- Reading and writing reports, correspondence and instructions.

**Ability to:**

- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public;
- Establish and maintain good working relationships with City employees, other governmental agencies and the general public.

**PHYSICAL DEMANDS:**

The employee may be required to stand and walk during the work day. This position also involves occasional standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching.

**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend part of each working day in the office at a desk or computer station and at meeting sites and facilities. The position includes a high incidence of interaction with citizens, government officials, and other City employees, occasionally under stressful conditions.

**WORKING CONDITIONS:**

Work no more than 29 hours per week during the semester.

**EQUIPMENT USED:** Personal computer, fax machine, phones, copy machines, printers, digital camera

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

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

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

**ORDINANCE NO. 90-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO COMMENCE A QUALIFICATION BASED SELECTION (QBS) PROCESS FOR PROFESSIONAL DESIGN SERVICES FOR THE IMPROVEMENTS TO THE MEMORIAL PARK POOL AND FACILITIES.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to commence a Qualification Based Selection (QBS) process for professional design services for the Improvements to the Memorial Park Pool and Facilities.

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

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

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

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

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

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

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

# Ohio's Qualifications-Based Selection Law

(as amended by Sub. H.B. 153, 129<sup>th</sup> Ohio General Assembly, effective Sept. 28, 2011)

**Sec. 153.65.** As used in sections 153.65 to 153.73 of the Revised Code:

(A)(1) "Public authority" means the state, a state institution of higher education as defined in section 3345.011 of the Revised Code, a county, township, municipal corporation, school district, or other political subdivision, or any public agency, authority, board, commission, instrumentality, or special purpose district of the state or of a political subdivision.

(2) "Public authority" does not include the Ohio turnpike commission.

(B) "Professional design firm" means any person legally engaged in rendering professional design services.

(C) "Professional design services" means services within the scope of practice of an architect or landscape architect registered under Chapter 4703. of the Revised Code or a professional engineer or surveyor registered under Chapter 4733. of the Revised Code.

(D) "Qualifications" means all of the following:

(1) (a) For a professional design firm, competence to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services;

(b) For a design-build firm, competence to perform the required design-build services as indicated by the technical training, education, and experience of the design-build firm's personnel and key consultants, especially the technical training, education, and experience of the employees and consultants of the design-build firm who would be assigned to perform the services, including the proposed architect or engineer of record.

(2) Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services or design-build services competently and expeditiously;

(3) Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines;

(4) Any other relevant factors as determined by the public authority;

(5) With respect to a design-build firm, compliance with sections 4703.182, 4703.332, and 4733.16 of the Revised Code, including the use of a licensed design professional for all design services.

(E) "Design-build contract" means a contract between a public authority and another person that obligates the person to provide design-build services.

(F) "Design-build firm" means a person capable of providing design-build services.

(G) "Design-build services" means services that form an integrated delivery system for which a person is responsible to a public authority for both the design and construction, demolition, alteration, repair, or reconstruction of a public improvement.

(H) "Architect or engineer of record" means the architect or engineer that serves as the final signatory on the plans and specifications for the design-build project.

(I) "Criteria architect or engineer" means the architect or engineer retained by a public authority to prepare conceptual plans and specifications, to assist the public authority in connection with the establishment of the design criteria for a design-build project, and, if requested by the public authority, to serve as the representative of the public authority and provide, during the design-build project, other design and construction administration services on behalf of the public authority, including but not limited to, confirming that the design prepared by the design-build firm reflects the original design intent established in the design criteria package.

(J) "Open book pricing method" means a method in which a design-build firm provides the public authority, at the public authority's request, all books, records, documents, contracts, subcontracts, purchase orders, and other data in its possession pertaining to the bidding, pricing, or performance of a contract for design-build services awarded to the design-build firm.

**Sec. 153.66.** (A) Each public authority planning to contract for professional design services or design-build services shall encourage professional design firms and design-build firms to submit a statement of qualifications and update the statements at regular intervals.

(B) Notwithstanding any contrary requirements in sections 153.65 to 153.70 of the Revised Code, for every design-build contract, each public authority planning to contract for design-build services shall evaluate the statements of qualifications submitted by design-build firms for the project, including the qualifications of the design-build firm's proposed architect or engineer of record, in consultation with the criteria architect or engineer before selecting a design-build firm pursuant to section 153.693 of the Revised Code.

**Sec. 153.67.** Each public authority planning to contract for professional design services or design-build services shall publicly announce all contracts available from it for such services. The announcements shall:

(A) Be made in a uniform and consistent manner and shall be made sufficiently in advance of the time that responses must be received from qualified professional design firms or design-build firms for the firms to have an adequate opportunity to submit a statement of interest in the project;

(B) Include a general description of the project, a statement of the specific professional design services or design-build services required, and a description of the qualifications required for the project;

(C) Indicate how qualified professional design firms or design-build firms may submit statements of qualifications in order to be considered for a contract to design or design-build the project;

(D) Be sent to any of the following that the public authority considers appropriate:

(1) Design-build firms, including contractors or other entities that seek to perform the work as a

design-build firm;

(2) Architect, landscape architect, engineer, and surveyor associations;

(3) The news media;

(4) Any publications or other public media, including electronic media.

**Sec. 153.68.** Any public authority planning to contract for professional design services may institute prequalification requirements for professional design firms seeking to provide services to the public authority and may require that each prequalified firm maintain a current statement of qualifications on file with the public authority. The prequalification requirements shall be based on factors such as those set out in division (D) of section 153.65 of the Revised Code.

**Sec. 153.69.** For every professional design services contract, each public authority planning to contract for professional design services shall evaluate the statements of qualifications submitted by professional design firms specifically regarding the project, and may hold discussions with individual firms to explore further the firms' statements of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project. Following this evaluation, the public authority shall:

(A) Select and rank no fewer than three firms which it considers to be the most qualified to provide the required professional design services, except when the public authority determines in writing that fewer than three qualified firms are available in which case the public authority shall select and rank those firms;

(B) Negotiate a contract with the firm ranked most qualified to perform the required services at a compensation determined in writing to be fair and reasonable to the public authority. Contract negotiations shall be directed toward:

(1) Ensuring that the professional design firm and the agency have a mutual understanding of the essential requirements involved in providing the required services;

(2) Determining that the firm will make available the necessary personnel, equipment, and facilities to perform the services within the required time;

(3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services.

(C) If a contract is negotiated with the firm ranked to perform the required services most qualified, the public authority shall, if applicable under section 127.16 of the Revised Code, request approval of the board to make expenditures under the contract.

(D) Upon failure to negotiate a contract with the firm ranked most qualified, the public authority shall inform the firm in writing of the termination of negotiations and may enter into negotiations with the firm ranked next most qualified. If negotiations again fail, the same procedure may be followed with each next most qualified firm selected and ranked pursuant to division (A) of this section, in order of ranking, until a contract is negotiated.

(E) Should the public authority fail to negotiate a contract with any of the firms selected pursuant to division (A) of this section, the public authority may select and rank additional firms, based on their qualifications, and negotiations may continue as with the firms selected and ranked initially until a contract is negotiated.

(F) Nothing in this section affects a public authority's right to accept or reject any or all proposals in whole or in part.

**Sec. 153.691.** No public authority planning to contract for professional design services under section 153.69 of the Revised Code shall require any form of fee estimate, fee proposal, or other estimate or measure of compensation prior to selecting and ranking professional design firms, except in instances when firm are selected and ranked by a state agency from a list of prequalified firms created under section 153.68 of the Revised Code and the state agency's payment of funds for the professional design services has been preapproved by the controlling board.

**Sec. 153.692.** For every design-build contract, the public authority planning to contract for design-build services shall first obtain the services of a criteria architect or engineer by doing either of the following:

(A) Contracting for the services consistent with sections 153.65 to 153.70 of the Revised Code;

(B) Obtaining the services through an architect or engineer who is an employee of the public authority and notifying the department of administrative services before the services are performed.

**Sec. 153.693.** (A) For every design-build contract, the public authority planning to contract for design-build services, in consultation with the criteria architect or engineer, shall evaluate the statements of qualifications submitted by design-build firms specifically regarding the project, including the design-build firm's proposed architect or engineer of record. Following this evaluation, the public authority shall:

(1) Select and rank not fewer than three firms which it considers to be the most qualified to provide the required design-build services, except that the public authority shall select and rank fewer than three firms when the public authority determines in writing that fewer than three qualified firms are available;

(2) Provide each selected design-build firm with all of the following:

(a) A description of the project and project delivery;

(b) The design criteria produced by the criteria architect or engineer under section 153.692 of the Revised Code;

(c) A preliminary project schedule;

(d) A description of any preconstruction services;

(e) A description of the proposed design services;

(f) A description of a guaranteed maximum price, including the estimated level of design on which such guaranteed maximum price is based;

(g) The form of the design-build services contract;

(h) A request for a pricing proposal that shall be divided into a design services fee and a preconstruction and design-build services fee. The pricing proposal of each design-build firm shall include at least all of the following:

(i) A list of key personnel and consultants for the project;

(ii) Design concepts adhering to the design criteria produced by the criteria architect or engineer under section 153.692 of the Revised Code;

(iii) The design-build firm's statement of general conditions and estimated contingency requirements;

(iv) A preliminary project schedule.

(3) Evaluate the pricing proposal submitted by each selected firm and, at its discretion, hold discussions with each firm to further investigate its pricing proposal, including the scope and nature of the firm's proposed services and potential technical approaches;

(4) Rank the selected firms based on the public authority's evaluation of the value of each firm's pricing proposal, with such evaluation considering each firm's proposed costs and qualifications;

(5) Enter into contract negotiations for design-build services with the design-build firm whose pricing proposal the public authority determines to be the best value under this section.

(B) In complying with division (A)(5) of this section, contract negotiations shall be directed toward:

(1) Ensuring that the design-build firm and the public authority mutually understand the essential requirements involved in providing the required design-build services, the provisions for the use of contingency funds, and the terms of the contract, including terms related to the possible distribution of savings in the final costs of the project;

(2) Ensuring that the design-build firm shall be able to provide the necessary personnel, equipment, and facilities to perform the design-build services within the time required by the design-build construction contract;

(3) Agreeing upon a procedure and schedule for determining a guaranteed maximum price using an open book pricing method that shall represent the total maximum amount to be paid by the public authority to the design-build firm for the project and that shall include the costs of all work, the cost of its general conditions, the contingency, and the fee payable to the design-build firm.

(C) If the public authority fails to negotiate a contract with the design-build firm whose pricing proposal the public authority determines to be the best value as determined under this section, the public authority shall inform the design-build firm in writing of the termination of negotiations. The public authority may then do the following:

(1) Negotiate a contract with a design-build firm ranked next highest under this section following

the negotiation procedure described in this section;

(2) If negotiations fail with the design-build firm under division (C)(1) of this section, negotiate a contract with the design-build firm ranked next highest under this section following the negotiation procedure described in this section and continue negotiating with the design-build firms selected under this section in the order of their ranking until a contract is negotiated.

(D) If the public authority fails to negotiate a contract with a design-build firm whose pricing proposal the public authority determines to be the best value as determined under this section, it may select additional design-build firms to provide pricing proposals to the public authority pursuant to this section or may select an alternative delivery method for the project.

(E) The public authority may provide a stipend for pricing proposals received from design-build firms.

(F) Nothing in this section affects a public authority's right to accept or reject any or all proposals in whole or in part.

**Sec. 153.694.** If a professional design firm selected as the criteria architect or engineer creates the preliminary criteria and design criteria for a project and provides professional design services to a public authority to assist that public authority in evaluating the design-build requirements provided to the public authority by a design-build firm pursuant to section 153.692 of the Revised Code, that professional design firm shall not provide any design-build services pursuant to the design-build contract under section 153.693 of the Revised Code for the project for which the professional design firm was selected as the criteria architect or engineer.

**Sec. 153.70.** (A) Except for any person providing professional design services of a research or training nature, any person rendering professional design services to a public authority or to a design-build firm, including a criteria architect or engineer and person performing architect or engineer of record services, shall have and maintain, or be covered by, during the period the services are rendered, a professional liability insurance policy or policies with a company or companies that are authorized to do business in this state and that afford professional liability coverage for the professional design services rendered. The insurance shall be in amount considered sufficient by the public authority. At the public authority's discretion, the design-build firm shall carry contractor's professional liability insurance and any other insurance the public authority considers appropriate.

(B) The requirement for professional liability insurance set forth in division (A) of this section may be waived by the public authority for good cause, or the public authority may allow the person providing the professional design services to provide other assurances of financial responsibility.

(C) Before construction begins pursuant to a contract for design-build services with a design-build firm, the design-build firm shall provide a surety bond to the public authority in accordance with rules adopted by the director of administrative services under Chapter 119. of the Revised Code.

**Sec. 153.71.** Any public authority planning to contract for professional design services or design-build services may adopt, amend, or rescind rules, in accordance with Chapter 119. of the Revised Code, to

implement sections 153.66 to 153.70 of the Revised Code. Sections 153.66 to 153.70 of the Revised Code do not apply to either of the following:

(A) Any project with an estimated professional design fee of less than fifty thousand dollars if both of the following requirements are met:

(1) The public authority selects a single design professional or firm from among those that have submitted a current statement of qualifications within the immediately preceding year, as provided under section 153.68 of the Revised Code, based on the public authority's determination that the selected design professional or firm is the most qualified to provide the required professional design services;

(2) The public authority and the selected design professional or firm comply with division (B) of section 153.69 of the Revised Code with respect to the negotiation of a contract.

(B) Any project determined in writing by the public authority head to be an emergency requiring immediate action including, but not limited to, any projects requiring multiple contracts let as part of a program requiring a large number of professional design firms of the same type.

**Sec. 153.72.** A design-build firm contracted for design-build services by a public authority may do either of the following:

(A) Perform design, construction, demolition, alteration, repair, or reconstruction work pursuant to such contract;

(B) Perform professional design services when contracted by a public authority for design-build services even if the design-build firm is not a professional design firm.

**Sec. 153.73.** The requirements set forth in sections 153.65 to 153.72 of the Revised Code for the bidding, selection, and award of a contract for professional design services or design-build services by a public authority prevail in the event of any conflict with any other provision of this chapter.

## RESOLUTION NO. 91-14

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, IN CONNECTION WITH THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The City of Medina, Ohio intends to apply to the Ohio Department of Development for funding under the Small Cities Community Development Block Grant Program, a federally-funded program administered by the State of Ohio in the amount of \$75,000.00, the Downtown Revitalization Competitive Set-Aside Program in the amount of \$300,000.00 and the Critical Infrastructure Competitive Set-Aside Program in the amount of \$300,000.00 for the FY2014. The City has a formula allocation to which it is entitled, providing the City meets applicable program requirements; and

**WHEREAS:** It is estimated that the total amount of the FY2014 funding for the City will be \$675,000.00.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to file an application for grant assistance with the Ohio Development Services Agency, Office of Housing and Community Development, for the Small Cities Community Development Block Grant Program for the fiscal year 2014 with the funds to be used as follows:

FY14 CDBG Allocation Grant

Activity No. 1	Public Transit Subsidy	\$11,250
Activity No. 2	Sidewalks (ADA curb ramps)	\$37,500
Activity No. 3	Streets (audible traffic signals)	\$20,000
Activity No. 5	Fair Housing	\$ 2,500
Activity No. 6	Administration	<u>\$ 3,750</u>
		\$75,000

FY14 Downtown Revitalization Grant

Activity No. 1	Building Rehabilitation	\$270,000
Activity No. 3	Administration	<u>\$ 30,000</u>
		\$300,000

FY14 Critical Infrastructure Grant

Activity No. 1	Street Replacement	<u>\$300,000</u>
		\$300,000

**SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement with the Ohio Department of Development Office of Housing and Community Partnerships for its implementation and administration.

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

**SEC. 4:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to apply for said grant before the deadline; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

## RESOLUTION NO. 92-14

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK AND THE CITY OF WADSWORTH AND TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY14 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The State of Ohio, Development Services Agency, Office of Community Development has established the PY14 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

**WHEREAS:** Included in the Action Plan is a partnership option allowing eligible communities to partner on one single application. By electing to file an application under a Partnership Agreement, the cities of Medina, Brunswick and Wadsworth are each eligible for an additional \$50,000 in funds over and above the grant threshold for single applicants; and

**WHEREAS:** The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2014 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina, Brunswick and Wadsworth; and

**WHEREAS:** It is estimated that the total amount of eligible funding for each City is \$400,000.00 making the total grant request \$1,200,000.00.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and the City of Wadsworth and to file an application for grant assistance from the Ohio Development Services Agency for a PY2014 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina, Brunswick and Wadsworth. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

**SEC. 2:** That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with CT Consultants, Inc. and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

**SEC. 3:** That a copy of the Partnership Agreement with the City of Brunswick and the City of Wadsworth is marked Exhibit A, attached hereto, and incorporated herein.

**SEC. 4:** That a copy of the Agreement with CT Consultants, Inc. is marked Exhibit B, attached hereto, and incorporated herein.

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

**SEC. 6:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

# PY 2014 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this \_\_\_ day of May, 2014, by and between the City of Medina, City of Brunswick and City of Wadsworth (collectively referred to herein as the "Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community Development has established through the Program Year ("PY") 2014 Community Housing Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for each Partner by an additional \$50,000.00 in excess of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the potential total grant award will be \$1,200,000.00; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the collective application has the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

- 1) The Partners hereby designate the City of Medina as the grantee for the 2014 CHIP Partnership Application (the "Grantee");
- 2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME and OHTF, if awarded.
- 3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2014 Community Housing Impact and Preservation Grant, if funded.
- 4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2014 CHIP Partnership Application, including the Housing Advisory Committee Planning Process, selection of eligible project activities, and administering and

implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations including maintaining all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Brunswick and the City of Wadsworth will each have the following responsibilities with respect to the activity funds targeted and completed within their jurisdiction:

1. Marketing of the CHIP Activities;
2. Administering and Implementing housing activities in accordance with CDBG, HOME and/or OHTF Funds in compliance with State and Federal Regulations;
3. Entering into an Administrative Agreement with a Consultant to assist in the administration and implementation of the funds being budgeted to their respective jurisdiction;
4. Recording of required Mortgages related to Private Owner Rehabilitation, Rental Home Repair, and Homeownership activities;
5. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
6. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement to the City of Medina; and
7. Submission of the completed case files to the City of Medina at end of the Grant period.

6) Eligible administrative and soft costs incurred by the City of Brunswick or City of Wadsworth maybe reimbursed through the Grant by the City of Medina with the submission of source documentation including work performed, hours and rates of pay for the individuals that provided the service, including invoices and copies of cancelled checks, if applicable, up to a not to exceed amount of \$42,000.00 budgeted for each of the Partners.

7) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The amount of funding ultimately spent within each Partner will be determined by the eligible applications received.

8) Eligible housing activity costs incurred by the Partners will be reimbursable with the submission of source documentation including the contract, any change orders, invoices, final inspection reports, copies of cancelled checks and any additional source documents requested.

9) The Partners agree to the following selection criteria:

- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
- Rental Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.

- Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
- Homeownership applications will be first-come first-serve with a purchase agreement within each partner jurisdiction first and then, if funds remain, within the grant service area.
- TBRA applications will comply with the local housing authority selection process.

10) The Partners agree to elect to choose the following finance mechanism:

- Owner-occupied Home Repair will be a grant.
- Tenant-Based Rental Assistance will be a grant.
- Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.
- Rental-occupied Home Repair will require that the landlord contribute fifty-percent (50%) of the construction contract (including any change orders) towards the project up front. The remaining fifty-percent (50%) will be provided as a declining fully-forgiven two-year loan.
- Homeownership will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred. The Homeownership activity has a five-year affordability period.

11) This Partnership Agreement will take effect and be in force from the date of full executed and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.

12) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.

13) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet semi-annually beginning with the first Status Report, in an agreed upon venue (conference call or on site) to review the progress of the PY 2014 grant.

14) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

15) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

16) The Partners are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

17) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

18) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

19) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is April 1, 2014 up to and including December 31, 2016.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA

CITY OF BRUNSWICK

\_\_\_\_\_  
Mayor Dennis Hanwell

\_\_\_\_\_  
Carl DeForest, Temporary City  
Manager/Safety Director

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

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

CITY OF WADSWORTH

\_\_\_\_\_  
Mayor Robin L. Laubaugh

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

Approved as to form:

\_\_\_\_\_  
Kenneth J. Fisher, Law Director  
City of Brunswick

\_\_\_\_\_  
Gregory A. Huber, Law Director  
City of Medina

\_\_\_\_\_  
Norman E. Bague, Law Director  
City of Wadsworth

EXHIBIT "A"

CITY OF MEDINA  
 PY 2014 CHIP  
 BUDGET

SERVICE AREA – CITY OF MEDINA

ACTIVITY	HARD COSTS	SOFT COSTS	TOTAL	
Private Rehab	\$191,000	\$30,000	\$221,000	6
Home Repair	\$ 91,500	\$17,500	\$109,000	15
Home Repair Rental	\$8,000	\$3,000	\$11,000	2
TBRA	\$10,000	\$1000	\$11,000	7
TOTALS	\$300,500	\$51,500	\$352,000	30

SERVICE AREA – CITY OF BRUNSWICK

ACTIVITY	HARD COSTS	SOFT COSTS	TOTAL	
Private Rehab	\$170,700	\$26,800	\$197,500	5
Home Repair	\$100,400	\$19,100	\$119,500	15
Homeownership	\$30,000	\$5,000	\$35,000	1
TOTALS	\$301,100	\$50,900	\$352,000	21

SERVICE AREA – CITY OF WADSWORTH

ACTIVITY	HARD COSTS	SOFT COSTS	TOTAL	
Private Rehab	\$194,500	\$30,000	\$224,500	6
Home Repair	\$ 52,000	\$10,300	\$62,300	7
Home Repair Rental	\$10,500	\$4,200	\$14,700	3
Homeownership	\$34,200	\$5,800	\$40,000	1
TBRA	\$10,500		\$10,500	7
TOTALS	\$301,700	\$50,300	\$352,000	24

Res. 92.14  
Exh. B

**AN AGREEMENT  
BETWEEN  
CITY OF MEDINA, OHIO  
and  
CT CONSULTANTS, INC.  
FOR PROFESSIONAL SERVICES**

**SECTION I - GENERAL**

**THIS AGREEMENT** is made in Medina, Ohio by and between the City of Medina, 132 North Elmwood Ave., Medina, Ohio 44256 hereinafter called the "CITY" and CT Consultants, Inc., Engineers, Architects and Planners, located at 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "CONSULTANT".

WITNESSETH:

**WHEREAS**, the CITY requested that the CONSULTANT provide a Statement of Qualifications for professional planning and engineering services for the Program Year 2014 CDBG Community Housing Impact and Preservation Program (CHIP); and

**WHEREAS**, the CONSULTANT submitted a Statement of Qualifications dated January 13, 2014 in response to the CITY's request; and

**WHEREAS**, the CITY has selected the CONSULTANT, based upon the CONSULTANT's qualifications, to provide the services outlined in Section II of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do mutually agree as follows:

**SECTION II - SCOPE OF SERVICES**

- A. When authorized by the CITY, the CONSULTANT shall perform the scope of services, which scope is duplicated as Exhibit "A" attached hereto.
- B. In addition to the services outlined in Subsection "A" above, the CONSULTANT shall provide for the performance of any other services related to the project, as authorized in writing.
- C. The Community may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon between the Community and the CONSULTANT, shall be incorporated in written amendment to this Contract.

### **SECTION III - PAYMENT FOR PROFESSIONAL SERVICES**

- A. The CITY agrees to pay the CONSULTANT for services rendered according to the terms outlines in Exhibit "B" attached hereto.
- B. Fees for any services performed pursuant to Section II.B. shall be established at the time such services are authorized in writing and shall be payable as outlined in Section III.A.
- C. When and if the CITY authorizes the CONSULTANT to employ others to perform services or if the CONSULTANT advances review fees to any agency, the fee paid the CONSULTANT by the CITY for such services by others or the review fees advanced shall be the actual cost invoiced by others to the CONSULTANT times a factor of 1.1.

### **SECTION IV - SERVICES TO BE FURNISHED BY THE CITY**

It is understood that:

- A. All available information shall be turned over to the CONSULTANT insofar as they are available or may be secured by the CITY, including all available information necessary for the Administration and Implementation of the CHIP.
- B. Review and approve, where required, all reports, procedures and other documents presented by the CONSULTANT, and furnish a written decision pertaining thereto, within a reasonable time period, in order for the Program to progress on schedule.
- C. Designate a person who will act as representative for the CITY in regard to the work to be performed under the Agreement, and provide oversight to the CONSULTANT.
- D. Perform all legal and accounting functions necessary for the continued implementation of the CHIP. The CITY will be exempt from providing legal services for any negligence or failure to perform by CT Consultants, Inc.
- E. Ensure that all Administration requirements pertaining to this Agreement are fulfilled.
- F. The cost of furnishing the services as indicated under A and B immediately above shall be borne by the CITY as a cost separate and apart from the fees paid to the CONSULTANT under the terms of this contract, except as may be otherwise noted.

## **SECTION V - TIME SCHEDULE**

The services to be provided by the CONSULTANT are contingent upon the grant award. Should the grant be awarded to the City of Medina, the agreement will be effective September 1, 2014 which will include all eligible application costs. The CONSULTANT agrees to complete all work in connection with the administration and implementation as required by the Program Year 2014 program schedule, which calls for the CHIP to be closed out on December 31, 2016.

## **SECTION VI - DESIGNATED REPRESENTATIVES**

The CONSULTANT shall assign Phyllis Dunlap to be in responsible charge of this project. Should the CONSULTANT deem it necessary to assign another individual to be in responsible charge of the project, the CONSULTANT shall notify the CITY in writing of the contemplated change and shall furnish the name of the individual to be in responsible charge of the project for the CONSULTANT. The CITY shall have the right to approve or disapprove of the individual to be placed in responsible charge of the project if such a change is necessary.

## **SECTION VII - TERMINATION**

### **A. Termination of Contract for Cause**

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the community, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the CONSULTANT, and the Community may withhold any payment to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Community from the CONSULTANT is determined.

### **B. Termination for Convenience**

In the event the CITY or the CONSULTANT desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The CONSULTANT shall be permitted to complete all started projects and design work

in process; all other services shall cease at the end of the ninety (90) days. The CONSULTANT shall return to the CITY all maps, drawings and other CITY records.

### **SECTION VIII - PERSONNEL**

- A. The CONSULTANT represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees in a position to participate in a decision making process or gain inside information with regard to such activities of or have any contractual relationship with the Community.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### **SECTION IX – ASSIGNABILITY**

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators, and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party thereto.

### **SECTION X - REPORTS AND INFORMATION**

The CONSULTANT, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

### **SECTION XI - RECORDS AND AUDITS**

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-

Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.

#### **SECTION XII - FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the Community.

#### **SECTION XIII - COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the CONSULTANT.

#### **SECTION XIV - COMPLIANCE WITH LOCAL LAWS**

The CONSULTANT shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the CONSULTANT shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

#### **SECTION XV - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Community setting forth the provision of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified

applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.

- c. The CONSULTANT will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONSULTANT's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION XVI - CIVIL RIGHTS ACT OF 1988, AS AMENDED**

Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## **SECTION XVII - SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT, AS AMENDED**

No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

## **SECTION XVIII - SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is

in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONSULTANTS, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### **SECTION XIX - INTEREST OF MEMBER OF THE GOVERNING BODY**

No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

#### **SECTION XX - INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

#### **SECTION XXI - INTEREST OF CONTRACT AND EMPLOYEES**

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**SECTION XXII - APPROVAL**

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet or transfer their interest in this Agreement without the written consent of the other party thereto.

**SECTION XXIII - NOTICE**

All notices which either party have to or may give shall be addressed, in the case of the CITY, as follows:

Dennis Hanwell, Mayor  
City of Medina  
132 North Elmwood Ave.  
Medina, Ohio 44256

And in the case of the CONSULTANT, as follows:

CT CONSULTANTS, Inc.  
Attn: Phyllis Dunlap  
8150 Sterling Court  
Mentor, Ohio 44060

**IN WITNESS WHEREOF**, the CITY and the CONSULTANT have executed this Agreement as of the date indicated.

ATTEST:

CITY OF MEDINA, OHIO

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis Hanwell, Mayor

ATTEST:

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

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

WITNESSES:

CT CONSULTANTS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Dave Wiles, President

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

The foregoing Contract is hereby approved as to form on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MEDINA, OHIO

\_\_\_\_\_  
Law Director

FINANCE DIRECTOR'S CERTIFICATE

The undersigned Finance Director of the City of Medina, Ohio does hereby certify that all amounts required to meet the attached agreement for payment of professional services provided for on said agreement have been lawfully appropriated and authorized for said purposes and are in the Treasury of said CITY, or in the process of collection to the credit of an appropriate fund, free from previous and outstanding obligations.

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

MEDINA, OHIO

\_\_\_\_\_  
Finance Director

## EXHIBIT "A"

### CONSULTANT SCOPE OF SERVICES

The CONSULTANT shall perform the necessary services under the Agreement in connection with the administration and technical program management of the PY 2014 Community Housing Impact and Preservation Program (CHIP) in accordance with the Housing and Community Development Act of 1977, as amended, the basis requirements of the Ohio Development Services Agency (ODSA), Office of Community Development. The work required of the CONSULTANT is as follows:

Administration and Implementation in accordance with the Partnership Agreement entered into by the Cities of Medina, Brunswick and Wadsworth:

- 1.1 Maintain environmental assessment file;
- 1.2 Prepare all necessary certifications and assist in grant execution and grant amendments;
- 1.3 The CONSULTANT will assemble all of the above data into prescribed format for transmittal to ODSA;
- 1.4 General administration and management of the PY 2014 Community Housing Impact and Preservation Program (CHIP) in accordance with the Partnership Agreement, conforming with appropriate HUD and ODSA regulations;
- 1.5 Prepare and maintain environmental review record file for the projects, contained in the PY 2014 Community Housing Impact and Preservation Program (CHIP);
- 1.6 Prepare notice of finding of no significant impact;
- 1.7 Prepare notice of intent to request release of funds;
- 1.8 Assist in monitoring EEO requirements;
- 1.9 Prepare request for release of funds and certification file;
- 1.10 Administer and implement the Private Owner Rehab Activity as per the grant application, by preparing bid documents, plans, specifications and inspection (17 homes estimated to be rehabbed);
- 1.11 Administer and implement the owner home repair activity (37 units estimated to be repaired);
- 1.12 Administer and implement the renter home repair activity (5 units estimated to be repaired);

- 1.13 Administer and implement the Homeownership Activity (2 units estimated to be purchased and rehabbed);
- 1.14 Assist with the Administration of the Tenant Based Rental Assistance Activity (14 households to be assisted);
- 1.14 Monitor program budget to ensure that activities to be performed are consistent with intent of the PY 2014 Community Housing Impact and Preservation Program (CHIP);
- 1.15 Prepare grantee performance reports;
- 1.16 Advise grantee, as requested, on the status of the program;
- 1.17 Assist in Citizen Participation requirements (meetings, public hearings, etc.);
- 1.18 Assist the CITY in Post-Grant Management for the period of two (2) years following expiration of the grant.

**SCOPE OF SERVICES - LEAD BASED PAINT IN PRIVATE HOUSING REHABILITATION**

**Task 1 - Single-family Housing Lead-Based Paint Inspections and Risk Assessments**

The CONSULTANT will assist the Client in identifying the presence and location of interior and exterior lead-based paint in single-family housing units. The CONSULTANT will provide a lead inspector/risk assessor licensed by the Ohio Department of Health (ODH) to conduct the lead-based paint inspections/assessments. The lead-based paint inspections/assessments will be conducted in accordance with HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (Guidelines), and will consist of the following:

- A. Obtaining information from the Client on type and condition of the units to be inspected and assessed;
- B. Performing a visual assessment of each unit as well as assessing the condition of each paint type identified and selecting the painted surfaces to be tested based on use patterns and visual observations;
- C. Testing the painted surfaces utilizing a portable x-ray fluorescence (XRF) instrument. The number of testing combinations will be in accordance with HUD guidelines. In addition, the testing will include the collection of Calibration Check Readings. These Readings will be collected prior to, during and/or at the completion of the inspection of each single-family housing unit.
- D. If applicable, collecting and analyzing paint chip samples from components that cannot be tested by the XRF instrument, as well as components that exhibit an inconclusive result during XRF testing. The paint chip samples will be submitted to a laboratory accredited by the United States Environmental Protection Agency

(USEPA) through the EPA National Lead Laboratory Accreditation Program for analysis of lead content;

- E. Collecting soil samples from around the exterior of the single-family housing unit. Specific areas to be sampled may include; bare spots in play areas, near the building foundation (drip line), in gardens and/or yards. The soil samples will be submitted to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- F. Collecting a representative number of dust samples from floors, interior windowsills and window troughs at each single-family housing unit in accordance with HUD protocol. Submitting the dust samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- G. Upon completion of the lead-based paint inspection/risk assessment at each single-family housing unit and receipt of data for any analysis performed, preparing a letter report, which presents the findings of the lead-based paint inspection, and risk assessment. The report will present the location of all lead-based painted building components as well as outline specific lead hazard control options (i.e. interim control and/or abatement options) for the specific lead hazards identified at each unit. The CONSULTANT will present the most feasible and effective options for each specific situation. Copies of the inspection forms that contain the XRF readings, the Calibration Check Reading result forms and any laboratory reports will be included as attachments to the letter report. The Client will be provided with three (3) copies of this report.

#### Task 2 - Specification Development for Lead-Based Paint Abatement Activities at Single-family Housing Units

Prepare bid specifications for the abatement of lead-based painted building components at each Single-family Housing Unit. The specifications will outline the responsibilities of the Owner; the Owner's Representative and the Contractor.

#### Task 3 - Clearance Sampling Following Lead-Based paint Abatement Activities at Single-family Housing Units

The CONSULTANT will provide a lead risk assessor licensed by the ODH to perform clearance sampling at single-family housing units. The clearance sampling will be conducted in accordance with HUD guidelines and will consist of the follows:

- A. Conducting a visual examination of each unit to determine if all required work has been completed and all lead-based paint hazards have been controlled as well as determine if there is visible settled dust, paint chips or debris in the interior or around the exterior of each specific unit;
- B. Performing clearance dust sampling of floors, interior windowsills, window troughs and, if applicable, clearance soil sampling in accordance with HUD protocol;

- C. Submitting the dust and soil samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
  
- D. Comparing the laboratory analytical report to HUD clearance standards and preparing a single letter report, which presents the findings of the clearance sampling, conducted at each single-family housing unit. Each single-family housing unit, which meets the HUD clearance standard, will be issued a "Certificate" which documents that lead abatement activities were performed and that acceptable clearance levels were achieved subsequent to these activities. The client will be provided with three (3) copies of the letter report and three (3) copies of each "Certificate".

## EXHIBIT "C"

### ADDITIONAL SERVICES

The Scope of Services identified in Exhibit "A: calls for CT Consultants, Inc. to provide administration and implementation to City of Medina for the PY 2014 Community Housing Impact and Preservation Program. City of Medina wishes to provide additional rehabilitation and/or Homeownership through the use of Program Income. CT Consultants, Inc. will perform these additional duties as provided by Section IIB of this agreement. Services will be in accordance with the requirements of the Ohio Department of Development.

The fee for these additional services provided will be based upon the soft costs per unit as contained in the 2014 Application and will be billed upon completion of the individual project. The additional services fee shall be paid from the City's Program Income Account.

**EXHIBIT "B"**

**COMPENSATION**

The CITY will pay the CONSULTANT for the Scope of Services in Exhibit "A"; a not to exceed fee for the administration work performed by the CONSULTANT. The payments shall be made monthly, upon presentation of the CONSULTANT's statements for services performed. CONSULTANTS's statement shall include personnel, job title, hours worked, rate of pay and total dollars for each staff person and corresponding program activity service provided. The total shown for soft costs is an estimate at this time. Actual costs will be maintained. Rates of pay shall correspond to rate schedule submitted with RFQ. Payments for services shall be made within thirty (30) days upon receipt of such invoices by the CITY and in the normal course of business. The budget items for payment of services rendered shall be as follows:

Implementation of Private Owner Rehabilitation, Owner Home Repair, Rental Home Repair, and Homeownership including lead based paint services and other soft costs (based on estimated average cost; eligible actual costs incurred will be eligible for payment)	\$153,800
Administration of Program Activities and Coordination with City/State	\$121,500
	<hr/>
TOTAL	\$275,300

**ORDINANCE NO. 93-14**

**AN ORDINANCE AMENDING ORDINANCE NO. 39-14,  
PASSED MARCH 10, 2014, PERTAINING TO THE LEASE OF  
LAND AT THE MEDINA MUNICIPAL AIRPORT.**

**WHEREAS:** Ordinance No. 39-14, passed March 10, 2014, authorized the Sublease Agreement between the City of Medina, Flight Services of Medina, and Private Hangars MMA; and

**WHEREAS:** That the Sublease Agreement has been modified.

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

**SEC. 1:** That the Sublease Agreement authorized in Ordinance No. 39-14, passed March 10, 2014 is hereby amended and hereby replaced with the modified Sublease Agreement between the City of Medina, 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.

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

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

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

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

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

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

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

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

SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF MEDINA, a municipal corporation, with a mailing address of 132 North Elmwood Avenue, Medina, Ohio 44256, ("Owner") and 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 Leasehold 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, at 11:59 PM EST on December 31, 2035. In the event that the Sublessor's Master Lease terminates or expires prior to December 31, 2035, the City of Medina agrees to honor the term of this Sublease to December 31, 2035. The Sublessee shall have an option to renew this Sublease prior to the termination date of December 31, 2035, for a term and at a cost that will need to be negotiated with the City of Medina.

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. In the event that the Sublessor's Master Lease terminates or expires prior to December 31, 2035, the City of Medina agrees to honor the term of this Sublease to December 31, 2035. The Sublessee shall have an option to renew this Sublease prior to the termination date of December 31, 2035, for a term and at a cost that will need to be negotiated with the City of Medina. If the Master Lease terminates and this Sublease terminates, the Premises shall become the property of the City of Medina.

(b) 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.

(c) 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.

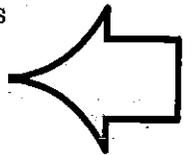
22. Miscellaneous.

- 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.

CITY OF MEDINA  
an Ohio municipal corporation



By: \_\_\_\_\_  
Dennis Hanwell, Mayor

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 Dennis Hanwell, Mayor of the City of Medina, an Ohio municipal corporation, who acknowledged to me that he did sign the foregoing instrument as such officer and that the same is his free act and deed, both individually and as such officer.

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 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. 19801 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

*Richard P. Horn*

By: *J. S. Roberts*  
JAMES S. ROBERTS, Mayor

*James S. Roberts*

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

Dane F. Butcher  
DANE F. BUTCHER  
Kimberley Case  
KIMBERLEY CASE

BY: [Signature]  
EARLE OLSON

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

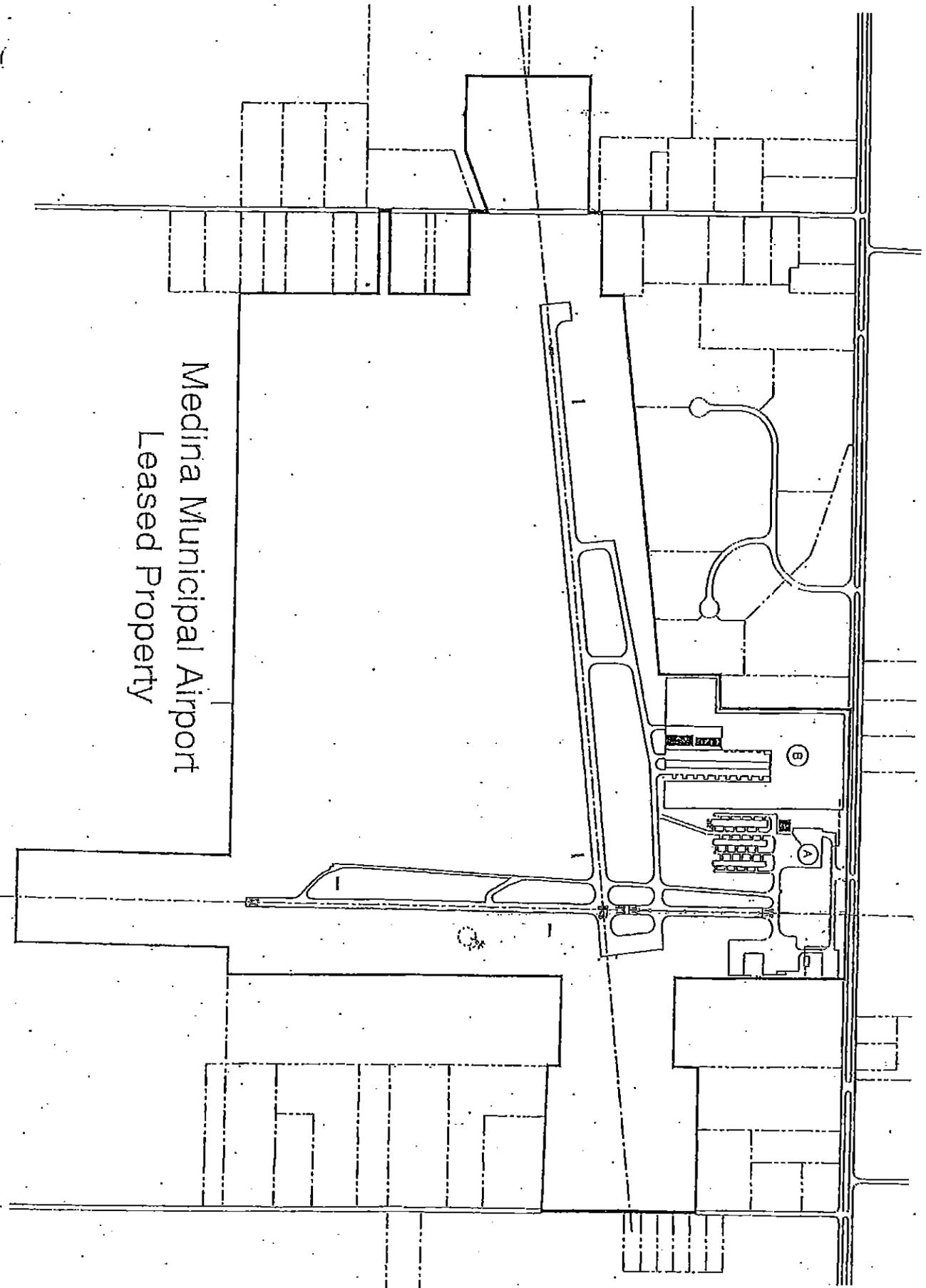
Sworn to before me and subscribed in my presence by  
Earl Olson of Flight Services of Medina, on this 19 day of  
DECEMBER, 2001.

Miranda Watson  
NOTARY PUBLIC

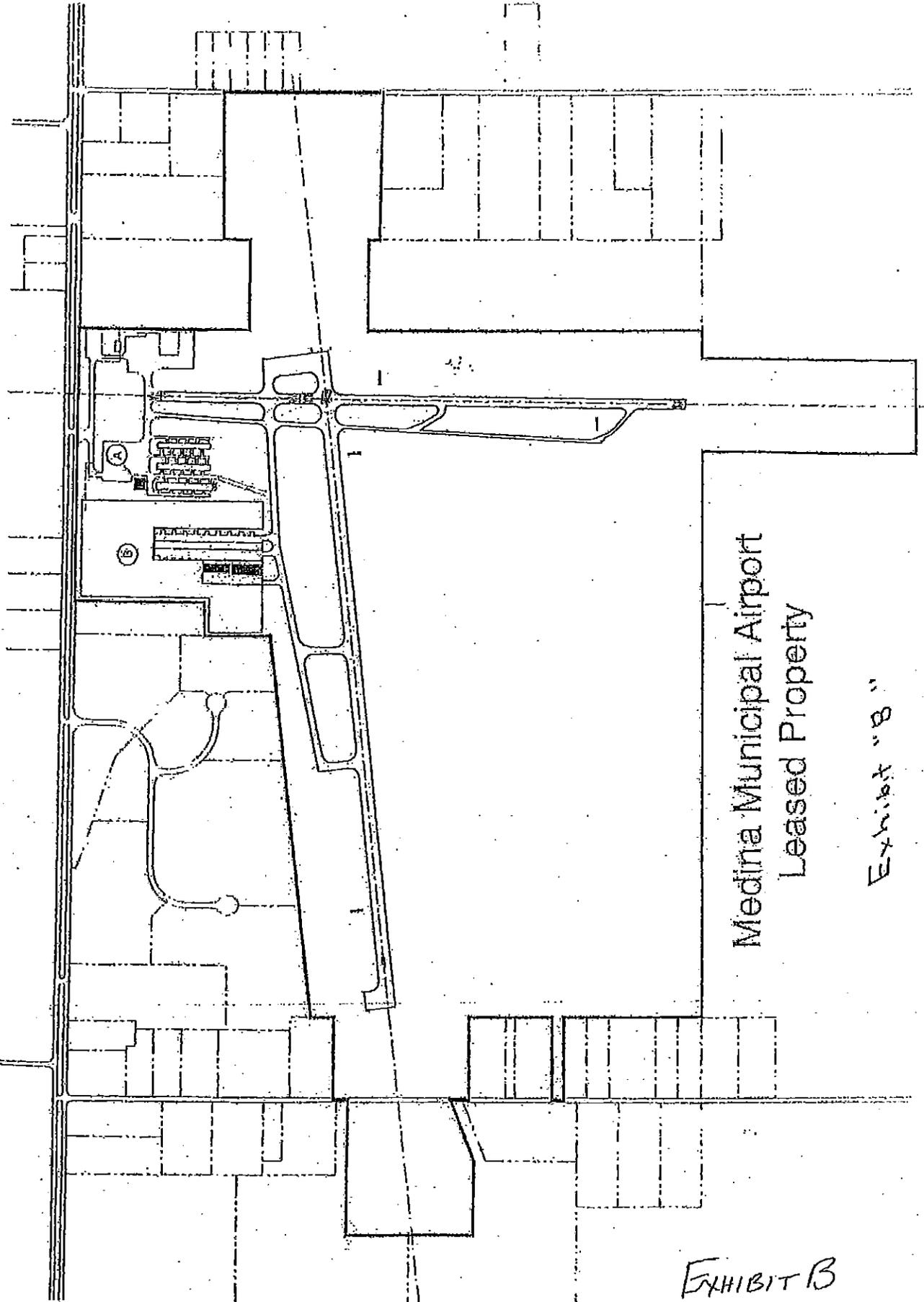
Document and Form approved by:

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

EXHIBIT "A"



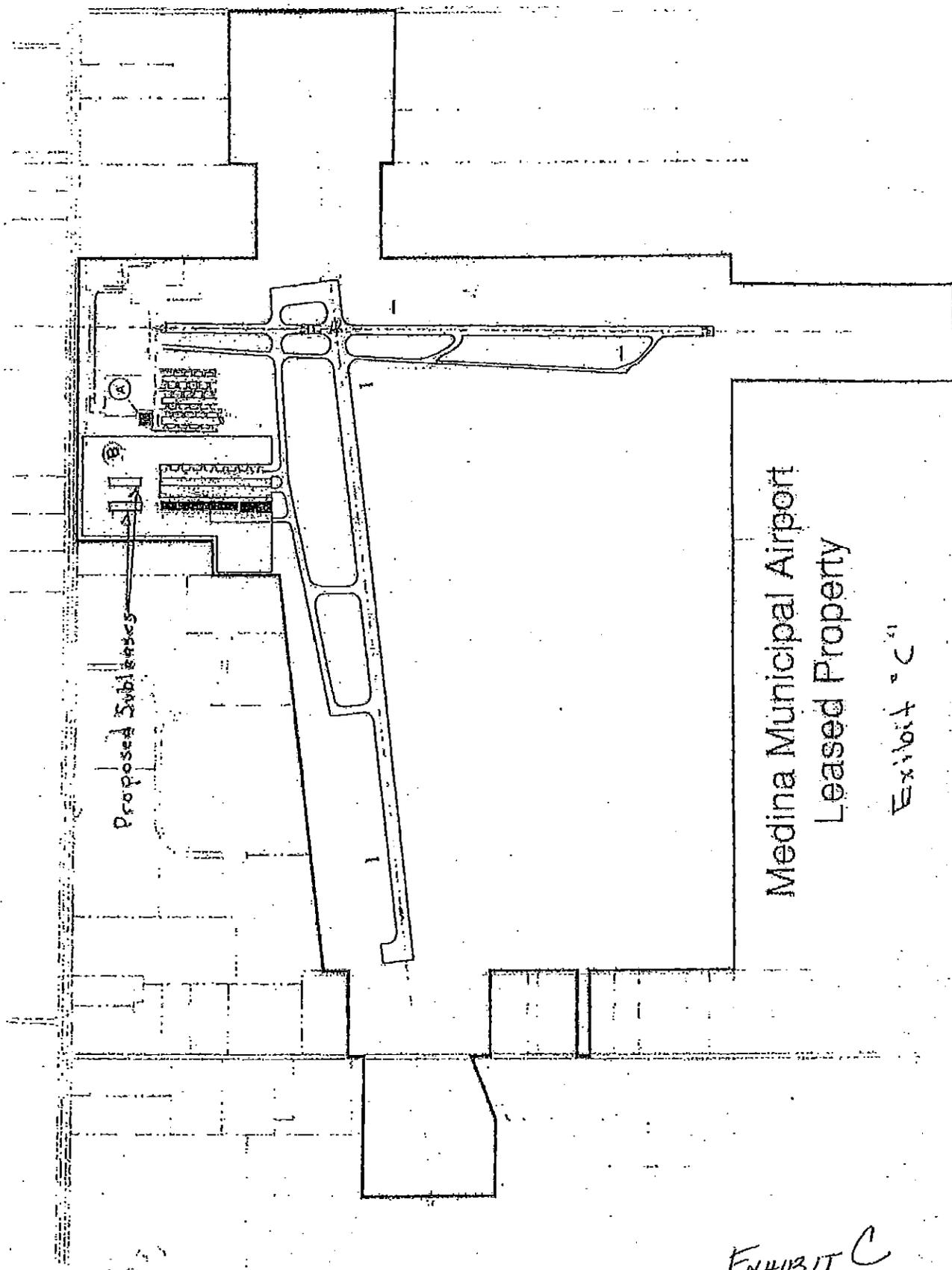
Medina Municipal Airport  
Leased Property



Medina Municipal Airport  
Leased Property

Exhibit "B"

EXHIBIT B



Medina Municipal Airport  
Leased Property

Exhibit "C"

EXHIBIT C

**HANGAR RULES**  
For  
**Private Hangars IVIMA LLC ("PHMMA")**  
(at the Medina Municipal Airport)

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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 disposing 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 PSM.
- 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. 94-14**

**AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE POLICE SERGEANTS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 41-14, passed March 10, 2014, accepted the Report and Recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association, Sergeants and Patrol Officers Division.

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

**SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Sergeants is hereby ratified for the period January 1, 2014 through December 31, 2016.

**SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract must be in place by June 1, 2014 to allow for 60 day notice of plan design changes for healthcare as required by the Patient Protection Affordable Care Act; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

**ORDINANCE NO. 95-14**

**AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MEDINA AND OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE PATROL OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 41-14, passed March 10, 2014, accepted the Report and Recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association, Sergeants and Patrol Officers Division.

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

**SEC. 1:** That the Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers Division is hereby ratified for the period of January 1, 2014 through December 31, 2016.

**SEC. 2:** That a copy of the Collective Bargaining Agreement is marked Exhibit A, attached hereto and made a part hereof, and is subject to the Law Director's final approval.

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this contract must be in place by June 1, 2014 to allow for 60 day notice of plan design changes for healthcare as required by the Patient Protection Affordable Care Act; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

Effective date –

**ORDINANCE NO. 96-14**

**AN ORDINANCE AMENDING SECTION 31.03 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SALARY SCHEDULES FOR EMPLOYEES NOT COVERED UNDER CURRENT UNION CONTRACTS FOR THE YEARS 2014, 2015, AND 2016, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the salary schedules contained in Section 31.03 of the Salaries and Benefits Code of the City of Medina shall be increased by 2 percent effective January 1, 2014 for all employees not covered under current union contracts or restricted by grant requirements, 2 percent effective January 1, 2015, and 2 percent effective January 1, 2016.

**SEC. 2:** That the retroactive application of this Ordinance is only applicable to City of Medina employees who are employed by the City of Medina at the time of passage of this Ordinance.

**SEC. 3:** That a copy of the salary schedules for Sec. 31.03 are marked Exhibit A, B, and C, attached hereto and incorporated herein, as a clarification of the previously adopted schedule.

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

**SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to match the effective date of the Bargaining Unit Agreement; 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**

ORD 96-14  
Exh. A

City of Medina  
2014 Payscale - Hourly

2.00%

Grade/Step	A	B	C	D	E	F
1	13.46	14.13	14.84	15.58	16.36	17.18
2	14.13	14.84	15.58	16.36	17.18	18.04
3	14.84	15.58	16.36	17.18	18.04	18.94
4	15.58	16.36	17.18	18.04	18.94	19.89
5	16.36	17.18	18.04	18.94	19.89	20.88
6	17.18	18.04	18.94	19.89	20.88	21.92
7	18.04	18.94	19.89	20.88	21.92	23.02
8	18.94	19.89	20.88	21.92	23.02	24.17
9	19.89	20.88	21.92	23.02	24.17	25.38
10	20.88	21.92	23.02	24.17	25.38	26.65
11	21.92	23.02	24.17	25.38	26.65	27.98
12	23.02	24.17	25.38	26.65	27.98	29.38
13	24.17	25.38	26.65	27.98	29.38	30.85
14	25.38	26.65	27.98	29.38	30.85	32.39
15	26.65	27.98	29.38	30.85	32.39	34.01
16	27.98	29.38	30.85	32.39	34.01	35.71
17	29.38	30.85	32.39	34.01	35.71	37.50
18	30.85	32.39	34.01	35.71	37.50	39.38
19	32.39	34.01	35.71	37.50	39.38	41.35
20	34.01	35.71	37.50	39.38	41.35	43.42
21	35.71	37.50	39.38	41.35	43.42	45.59
22	37.50	39.38	41.35	43.42	45.59	47.87
23	39.38	41.35	43.42	45.59	47.87	50.26
31	15.74	16.53	17.36	18.23	19.14	20.10
32	16.53	17.36	18.23	19.14	20.10	21.11
33	17.36	18.23	19.14	20.10	21.11	22.17
34	18.23	19.14	20.10	21.11	22.17	23.28
35	19.14	20.10	21.11	22.17	23.28	24.44
36	20.10	21.11	22.17	23.28	24.44	25.66
37	21.11	22.17	23.28	24.44	25.66	26.94
41	30.23	31.74	33.33	35.00	36.75	38.59
42	33.33	35.00	36.75	38.59	40.52	42.55
43	38.59	40.52	42.55	44.68	46.91	49.26
51	9.93	10.43	10.95	11.50	12.08	12.68
52	11.15	11.71	12.30	12.92	13.57	14.25
53	11.23	11.79	12.38	13.00	13.65	14.33
54	11.56	12.14	12.75	13.39	14.06	14.76
55	12.30	12.92	13.57	14.25	14.96	15.71
56	13.75	14.44	15.16	15.92	16.72	17.56

57	15.29	16.05	16.85	17.69	18.57	19.50
58	15.49	16.26	17.07	17.92	18.82	19.76
59	16.47	17.29	18.15	19.06	20.01	21.01
60	22.40	23.52	24.70	25.94	27.24	28.60
61	27.27	28.63	30.06	31.56	33.14	34.80
62	31.59	33.17	34.83	36.57	38.40	40.32
71	15.34	16.11	16.92	17.77	18.66	19.59
72	16.11	16.92	17.77	18.66	19.59	20.57
73	16.92	17.77	18.66	19.59	20.57	21.60
74	17.77	18.66	19.59	20.57	21.60	22.68
75	18.66	19.59	20.57	21.60	22.68	23.81
76	19.59	20.57	21.60	22.68	23.81	25.00
77	20.57	21.60	22.68	23.81	25.00	26.25
78	16.31	17.13	17.99	18.89	19.83	20.82
79	17.13	17.99	18.89	19.83	20.82	21.86
80	17.99	18.89	19.83	20.82	21.86	22.95
81	18.89	19.83	20.82	21.86	22.95	24.10
82	19.83	20.82	21.86	22.95	24.10	25.31
83	20.82	21.86	22.95	24.10	25.31	26.58
84	21.86	22.95	24.10	25.31	26.58	27.91
85	22.95	24.10	25.31	26.58	27.91	29.31
86	24.10	25.31	26.58	27.91	29.31	30.78
91	21.50	22.58	23.71	24.90	26.15	27.46
92	22.58	23.71	24.90	26.15	27.46	28.83
93	23.71	24.90	26.15	27.46	28.83	30.27
94	24.90	26.15	27.46	28.83	30.27	31.78
95	26.15	27.46	28.83	30.27	31.78	33.37
96	27.46	28.83	30.27	31.78	33.37	35.04

**Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)**

101	35,628.10
102	39,819.27
103	47,909.46
104	52,668.78
105	54,685.12
106	61,734.13
107	67,635.28
108	110,934.14
109	112,582.80

**Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)**

	minimum	maximum
111	51,636.06	61,963.27
112	61,963.27	74,355.92

113	74,355.92	89,227.10
114	89,227.10	107,072.52
121	71,484.06	83,400.45
122	74,355.92	80,549.77

City of Medina  
2015 Payscale - Hourly

Ord. 96-14  
Exh. B

2.00%

Grade/Step	A	B	C	D	E	F
1	13.73	14.42	15.14	15.90	16.70	17.54
2	14.42	15.14	15.90	16.70	17.54	18.42
3	15.14	15.90	16.70	17.54	18.42	19.34
4	15.90	16.70	17.54	18.42	19.34	20.31
5	16.70	17.54	18.42	19.34	20.31	21.33
6	17.54	18.42	19.34	20.31	21.33	22.40
7	18.42	19.34	20.31	21.33	22.40	23.52
8	19.34	20.31	21.33	22.40	23.52	24.70
9	20.31	21.33	22.40	23.52	24.70	25.94
10	21.33	22.40	23.52	24.70	25.94	27.24
11	22.40	23.52	24.70	25.94	27.24	28.60
12	23.52	24.70	25.94	27.24	28.60	30.03
13	24.70	25.94	27.24	28.60	30.03	31.53
14	25.94	27.24	28.60	30.03	31.53	33.11
15	27.24	28.60	30.03	31.53	33.11	34.77
16	28.60	30.03	31.53	33.11	34.77	36.51
17	30.03	31.53	33.11	34.77	36.51	38.34
18	31.53	33.11	34.77	36.51	38.34	40.26
19	33.11	34.77	36.51	38.34	40.26	42.27
20	34.77	36.51	38.34	40.26	42.27	44.38
21	36.51	38.34	40.26	42.27	44.38	46.60
22	38.34	40.26	42.27	44.38	46.60	48.93
23	40.26	42.27	44.38	46.60	48.93	51.38
31	16.05	16.85	17.69	18.57	19.50	20.48
32	16.85	17.69	18.57	19.50	20.48	21.50
33	17.69	18.57	19.50	20.48	21.50	22.58
34	18.57	19.50	20.48	21.50	22.58	23.71
35	19.50	20.48	21.50	22.58	23.71	24.90
36	20.48	21.50	22.58	23.71	24.90	26.15
37	21.50	22.58	23.71	24.90	26.15	27.46
41	30.83	32.37	33.99	35.69	37.47	39.34
42	33.99	35.69	37.47	39.34	41.31	43.38
43	39.34	41.31	43.38	45.55	47.83	50.22
51	10.13	10.64	11.17	11.73	12.32	12.94
52	11.37	11.94	12.54	13.17	13.83	14.52
53	11.45	12.02	12.62	13.25	13.91	14.61
54	11.79	12.38	13.00	13.65	14.33	15.05
55	12.55	13.18	13.84	14.53	15.26	16.02
56	14.03	14.73	15.47	16.24	17.05	17.90

57	15.60	16.38	17.20	18.06	18.96	19.91
58	15.80	16.59	17.42	18.29	19.20	20.16
59	16.80	17.64	18.52	19.45	20.42	21.44
60	22.85	23.99	25.19	26.45	27.77	29.16
61	27.82	29.21	30.67	32.20	33.81	35.50
62	32.22	33.83	35.52	37.30	39.17	41.13
71	15.65	16.43	17.25	18.11	19.02	19.97
72	16.43	17.25	18.11	19.02	19.97	20.97
73	17.25	18.11	19.02	19.97	20.97	22.02
74	18.11	19.02	19.97	20.97	22.02	23.12
75	19.02	19.97	20.97	22.02	23.12	24.28
76	19.97	20.97	22.02	23.12	24.28	25.49
77	20.97	22.02	23.12	24.28	25.49	26.76
78	16.64	17.47	18.34	19.26	20.22	21.23
79	17.47	18.34	19.26	20.22	21.23	22.29
80	18.34	19.26	20.22	21.23	22.29	23.40
81	19.26	20.22	21.23	22.29	23.40	24.57
82	20.22	21.23	22.29	23.40	24.57	25.80
83	21.23	22.29	23.40	24.57	25.80	27.09
84	22.29	23.40	24.57	25.80	27.09	28.44
85	23.40	24.57	25.80	27.09	28.44	29.86
86	24.57	25.80	27.09	28.44	29.86	31.35
91	21.93	23.03	24.18	25.39	26.66	27.99
92	23.03	24.18	25.39	26.66	27.99	29.39
93	24.18	25.39	26.66	27.99	29.39	30.86
94	25.39	26.66	27.99	29.39	30.86	32.40
95	26.66	27.99	29.39	30.86	32.40	34.02
96	27.99	29.39	30.86	32.40	34.02	35.72

**Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)**

101	36,340.66
102	40,615.66
103	48,867.65
104	53,722.16
105	55,778.82
106	62,968.81
107	68,987.99
108	113,152.82
109	114,834.46

**Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to paydate)**

	minimum	maximum
111	52,668.78	63,202.54
112	63,202.54	75,843.05

113	75,843.05	91,011.66
114	91,011.66	109,213.99
121	72,913.74	85,068.46
122	75,843.05	82,160.78

City of Medina  
2016 Payscale - Hourly

Ord. 96-14  
Exh. C

2.00%

Grade/Step	A	B	C	D	E	F
1	14.00	14.70	15.44	16.21	17.02	17.87
2	14.70	15.44	16.21	17.02	17.87	18.76
3	15.44	16.21	17.02	17.87	18.76	19.70
4	16.21	17.02	17.87	18.76	19.70	20.69
5	17.02	17.87	18.76	19.70	20.69	21.72
6	17.87	18.76	19.70	20.69	21.72	22.81
7	18.76	19.70	20.69	21.72	22.81	23.95
8	19.70	20.69	21.72	22.81	23.95	25.15
9	20.69	21.72	22.81	23.95	25.15	26.41
10	21.72	22.81	23.95	25.15	26.41	27.73
11	22.81	23.95	25.15	26.41	27.73	29.12
12	23.95	25.15	26.41	27.73	29.12	30.58
13	25.15	26.41	27.73	29.12	30.58	32.11
14	26.41	27.73	29.12	30.58	32.11	33.72
15	27.73	29.12	30.58	32.11	33.72	35.41
16	29.12	30.58	32.11	33.72	35.41	37.18
17	30.58	32.11	33.72	35.41	37.18	39.04
18	32.11	33.72	35.41	37.18	39.04	40.99
19	33.72	35.41	37.18	39.04	40.99	43.04
20	35.41	37.18	39.04	40.99	43.04	45.19
21	37.18	39.04	40.99	43.04	45.19	47.45
22	39.04	40.99	43.04	45.19	47.45	49.82
23	40.99	43.04	45.19	47.45	49.82	52.31
31	16.37	17.19	18.05	18.95	19.90	20.90
32	17.19	18.05	18.95	19.90	20.90	21.95
33	18.05	18.95	19.90	20.90	21.95	23.05
34	18.95	19.90	20.90	21.95	23.05	24.20
35	19.90	20.90	21.95	23.05	24.20	25.41
36	20.90	21.95	23.05	24.20	25.41	26.68
37	21.95	23.05	24.20	25.41	26.68	28.01
41	31.45	33.02	34.67	36.40	38.22	40.13
42	34.67	36.40	38.22	40.13	42.14	44.25
43	40.13	42.14	44.25	46.46	48.78	51.22
51	10.33	10.85	11.39	11.96	12.56	13.19
52	11.60	12.18	12.79	13.43	14.10	14.81
53	11.68	12.26	12.87	13.51	14.19	14.90
54	12.03	12.63	13.26	13.92	14.62	15.35
55	12.80	13.44	14.11	14.82	15.56	16.34
56	14.31	15.03	15.78	16.57	17.40	18.27

57	15.91	16.71	17.55	18.43	19.35	20.32
58	16.12	16.93	17.78	18.67	19.60	20.58
59	17.14	18.00	18.90	19.85	20.84	21.88
60	23.31	24.48	25.70	26.99	28.34	29.76
61	28.38	29.80	31.29	32.85	34.49	36.21
62	32.86	34.50	36.23	38.04	39.94	41.94
71	15.96	16.76	17.60	18.48	19.40	20.37
72	16.76	17.60	18.48	19.40	20.37	21.39
73	17.60	18.48	19.40	20.37	21.39	22.46
74	18.48	19.40	20.37	21.39	22.46	23.58
75	19.40	20.37	21.39	22.46	23.58	24.76
76	20.37	21.39	22.46	23.58	24.76	26.00
77	21.39	22.46	23.58	24.76	26.00	27.30
78	16.97	17.82	18.71	19.65	20.63	21.66
79	17.82	18.71	19.65	20.63	21.66	22.74
80	18.71	19.65	20.63	21.66	22.74	23.88
81	19.65	20.63	21.66	22.74	23.88	25.07
82	20.63	21.66	22.74	23.88	25.07	26.32
83	21.66	22.74	23.88	25.07	26.32	27.64
84	22.74	23.88	25.07	26.32	27.64	29.02
85	23.88	25.07	26.32	27.64	29.02	30.47
86	25.07	26.32	27.64	29.02	30.47	31.99
91	22.37	23.49	24.66	25.89	27.18	28.54
92	23.49	24.66	25.89	27.18	28.54	29.97
93	24.66	25.89	27.18	28.54	29.97	31.47
94	25.89	27.18	28.54	29.97	31.47	33.04
95	27.18	28.54	29.97	31.47	33.04	34.69
96	28.54	29.97	31.47	33.04	34.69	36.42

**Salaries (Salaries are paid bi-weekly for the two weeks ended two weeks prior to payday)**

101	37,067.47
102	41,427.97
103	49,845.00
104	54,796.60
105	56,894.40
106	64,228.19
107	70,367.75
108	115,415.88
109	117,131.15

**Salary Ranges (Salaries are paid bi-weekly for the two weeks ended two weeks prior to payday)**

	minimum	maximum
111	53,722.16	64,466.59
112	64,466.59	77,359.91

113	77,359.91	92,831.89
114	92,831.89	111,398.27
121	74,372.01	86,769.82
122	77,359.91	83,803.99

**ORDINANCE NO. 97-14**

**AN ORDINANCE AMENDING SECTION 31.14 (D) AND 31.16 (A) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO EMPLOYEE HEALTHCARE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Section 31.14 (D) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows:

(D) A City employee may elect, at the time of retirement from the active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be **forty-five (45) eight-(8) hour days**.

In the event of the death of a full time employee, the estate may request payment for 37.5% of the value of the accrued but unused sick leave credit as described above provided the employee has five (5) or more years of service with the City. The maximum payment that may be made under this section shall be **forty-five (45) eight - (8) hour days**. (retroactive to 9-26-00)

**WHEREAS:** Section 31.16 (A) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows:

(A) Effective January 1, 2011, all full time employees, unless specified differently in union contracts, shall pay an amount equal to eight percent (8%) of the monthly premium for such plan. (Ord. 187-02, 1-04, 42-07, 131-08, 134-11)

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

**SEC. 1:** That Section 31.14 (D) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows:

(D) A City employee may elect, at the time of retirement from the active service and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment that may be made under this section shall be **forty-five (45) eight-(8) hour days four hundred (400) hours**.

In the event of the death of a full time employee, the estate may request payment for 37.5% of the value of the accrued but unused sick leave credit as described above provided the employee has

five (5) or more years of service with the City. The maximum payment that may be made under this section shall be ~~forty-five (45) eight (8) hour days~~ **four hundred (400) hours**. (retroactive to 9-26-00) (Ord. 97-14)

**SEC. 2:** That Section 31.16 (A) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows:

(A) **Effective ~~January 1, 2011, August 1, 2014~~, all full time employees, unless specified differently in union contracts, shall pay an amount equal to ~~eight percent (8%)~~ **twelve percent (12%)** of the monthly premium for such plan. (Ord. 187-02, 1-04, 42-07, 131-08, 134-11, 97-14)**

**Effective October 1, 2014, the employee healthcare contribution shall increase to sixteen percent (16%) for those employees who fail to satisfy the Wellness Program obligations set out in the attachment and to specify that, beginning in 2015, the higher amount will be charged all year for any employee who fails to satisfy the Wellness Program obligations by September 1<sup>st</sup> of the previous year. (Ord. 97-14)**

**SEC. 3:** That a copy of the Wellness Proposal is marked Exhibit A, attached hereto, and Incorporated herein.

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

**SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to match the effective date of the Bargaining Unit Agreement; 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**

31.16(A)  
Ord. 97-14  
Exh. A

ATTACHMENT C

THE CITY OF MEDINA  
WELLNESS PROPOSAL

Effective September 1, 2014, to be eligible for the reduced premium contributions as of October 1, 2014, the employee must:

1. Complete an annual Health Risk Analysis by September 1, 2014, to be administered by the wellness provider. The Health Risk Analysis is comprised of:
  - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
  - b. Biometric screening in the form of a blood draw that will measure:
    - i. Total Cholesterol
    - ii. High-density lipoprotein (HDL)
    - iii. Glucose
    - iv. Low-density lipoprotein (LDL)
    - v. Triglycerides
    - vi. Blood pressure
2. Establish a personal account with a wellness provider designated by the City by September 1, 2014.

In order to maintain the reduced premium contributions for October 1, 2014 through 2016, the employee must:

After completion of the Health Risk Analysis, participate in a Health-Contingent activities-only program<sup>1</sup> offered by the wellness provider. Under such a program, an employee is required to perform or complete activities related to a health factor or health risk in order to maintain the reduced premium and enter information on the City-designated wellness provider system, as of September 1, 2014 (to maintain the reduced premium beyond September 30, 2014) and by September 1, 2015 (for 2016 reduced premium).

3. The parties agree in concept to the introduction of an outcomes-based component to the Wellness Program in 2017. The parties agree to discuss the introduction of the outcomes-based component in the 2016 Healthcare Committee meeting(s).

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<sup>1</sup> Wellness program design complies with Federal regulations. Program design may change as new regulations and/or clarifications are issued.