

FINANCE COMMITTEE AGENDA
September 9, 2024
Council Rotunda

Finance Committee (5:30 p.m.)

1. Assignment of Requests for Council Action
2. 24-181-9/9 – Waiver of Uncollectible Accounts
3. 24-182-9/9 – Purchase Security Trailer from i2c Technologies – Police
4. 24-183-9/9 – Rescind Ord. 92-24 – JCG26 – Sandridge Food Corp.
5. 24-184-9/9 – Exp. Technology Engineering – Email – Muni Court/City
6. 24-185-9/9 – RFP's Drug Screen
7. 24-186-9/9 – Grant Application w/ ODOT – Bump Outs
8. 24-187-9/9 – 2024 Police Vehicle Purchase – Montrose Ford (5 vehicles)
9. 24-188-9/9 – Ground Lease w/ University Hospitals – Airport
10. 24-189-9/9 – Ratify 1976 Agreement w/ Commissioners
11. 24-190-9/9 – Purchase 6 Styker ballistic shields – Pro-Tech Sales

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 24-181-9/9 – Waiver of Uncollectible Accounts
- 24-182-9/9 – Purchase Security Trailer from i2c Technologies – Police Dept.
- 24-183-9/9 – Rescind Ord. 92-24, JCG 26 – Sandridge Food Corp.
- 24-184-9/9 – Exp. to Technology Engineering – Email – Muni Court & City
- 24-185-9/9 – RFP's – Drug Screening
- 24-186-9/9 – Grant Application – ODOT – Bump Outs
- 24-187-9/9 – 2024 Police Vehicle Purchase – Montrose Ford (5 vehicles)
- 24-188-9/9 – Ground Lease w/ University Hospitals – Airport
- 24-189-9/9 – Ratify 1976 Agreement w/ County Commissioners
- 24-190-9/9 – Purchase 6 Stryker ballistic shields – Pro-Tech Sales

9/9/24

REQUEST FOR COUNCIL ACTION

No. RCA 24-181-9/9

FROM: Keith H. Dirham
DATE: Thursday, August 22, 2024
SUBJECT: Waiver of uncollectible accounts

Committee: Finance

SUMMARY AND BACKGROUND:

I respectfully request that Council authorize waiving the attached utility accounts. The City is prohibited from certifying or otherwise pursuing collection of these accounts due to bankruptcy or sheriff sale as denoted on the attached sheet.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:


Council Action Taken:

**Ord./Res.
Date:**

REQUEST FOR COUNCIL ACTION

No. RCA 24-182-9/9

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**



(Signature)

Committee

Finance

Mayor's Initials:

Guidelines: See information on back of form

Date: 8/28/24

Subject: Purchase of Security Trailer from i2c Technologies, \$39,956

Summary and Background: The Medina Police Department is requesting purchase of an outdoor security trailer equipped with a 25-foot extending mast, cellular modem, server, Axis camera, radar and license plate detection. This purchase will be supported by residual ARPA (American Rescue Plan Act) grant funding received in 2022 and will cover \$25,102.74. We will be responsible for the remaining \$14,853.26, to be paid out of the 106-0101-54413 (equipment). i2c is a sole source equipment provider which can be incorporated into our existing camera monitoring software system.

Suggested Funding: Equipment (106-0101-54413)

Sufficient Funds in Account: Yes

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:



i2c Security Proposal

TR360 - Security Trailer

i2c Technologies, LTD
413 Applegrove St. NW
North Canton, Ohio 44720
Phone: (888) 422-7749
Email: Sales@i2ctech.com
Web: www.i2ctech.com

TR360 - Security Trailer

8/8/24

Item #	Description	Unit Price	Qty	Ext Price
TR360 Trailer Solution				
1	TR360 Surveillance Solution - Diesel power trailer with 25 foot extending mast. Includes custom powder coated steel housing with cellular modem and 4 TB ruggedized server with Axis Camera Station VMS.	\$ 38,999.00	1	\$ 38,999.00
Pan-Tilt-Zoom Cameras				
2	AXIS Q6315-LE 60 Hz - High-end PTZ camera with HDTV 1080p @60fps, 1/2" RGB sensor, 31x optical Quick zoom 1sec from width to tele and Laser Focus. Outdoor-ready, IP66, IK10 and NEMA 4x-rated NEMA TS2 for temperature up to 74C (165F). Zipstream with H.264/ H.265, Arctic Temperature Control enables operation and start up from -40 °C. Auto day/night functionality, IR illumination up to 300M (980Feet). Continuous 360° rotation. Shock detection, Autotracking 2, Tour recording and Active Gatekeeper. Compass ruler overlay, Privacy mask with chameleon and mosaic masking. Highlight compensation. Build in analytics. Clear transparent dome cover and High PoE midspan with fiber slot are included	\$ 3,249.00	2	\$ 6,498.00
3	ACS Core Device E-License	\$ 89.00	2	\$ 178.00
Radar				
4	AXIS D2110-VE Security Radar , 24.05–24.25 GHz, FMCW, for wall mounting outdoor. Reliable 180 degrees horizontal field of detection 24/7 with built-in analytics including classification of humans and vehicles. Complement to video surveillance enables filtering on distance, customized detection zones, and auto-tracking for PTZ cameras. Trigger events to activate camera recording, audio notification or light source for deterrence. Open API for software integration, microSD/SDHC memory card slot for edge storage	\$ 1,699.00	2	\$ 3,398.00
5	ACS Core Device E-License	\$ 89.00	2	\$ 178.00
Fixed Position Cameras				
6	AXIS Q3626-VE - Advanced dome camera with remote adjustment by Pan, Tilt, Roll and Zoom (PTRZ). Includes a Deep Learning Processing Unit (DLPU) for advanced edge analytics. Support for Forensic WDR, Lightfinder 2.0. Robust, dust- and IK10 vandal-resistant outdoor-ready metal casing. Varifocal 4-9 mm P-Iris lens with remote pan, tilt, roll, zoom and focus. Electronic Image Stabilization.	\$ 1,399.00	4	\$ 5,596.00
7	ACS Core Device E-License	\$ 89.00	4	\$ 356.00
License Plate Cameras				
8	AXIS Q1700-LE - Robust outdoor, color 2 MP/1080p HDTV <u>license plate camera</u> for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)	\$ 1,899.00	2	\$ 3,798.00
9	ACS Core Device E-License	\$ 89.00	4	\$ 356.00
Network Horn				
10	AXIS C1310-E NETWORK HORN SPEAKER	\$ 599.00	1	\$ 599.00
11	Shipping and Handling - To be determined (freight to be calculated based on location)	\$ 2,000.00	-	
Total Price				\$59,956.00
Test and Evaluation Partner Discount (purchased within 60 days)		\$ (20,000.00)	1	-\$20,000.00
Tax (calculated at the time of final invoice if applicable)				\$0.00
Grand Total				\$39,956.00

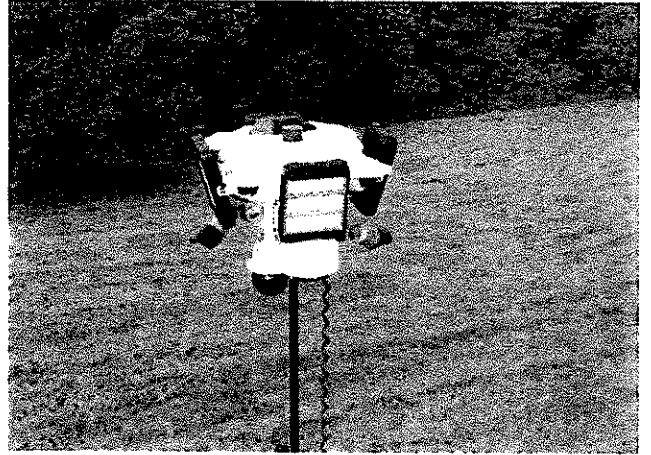
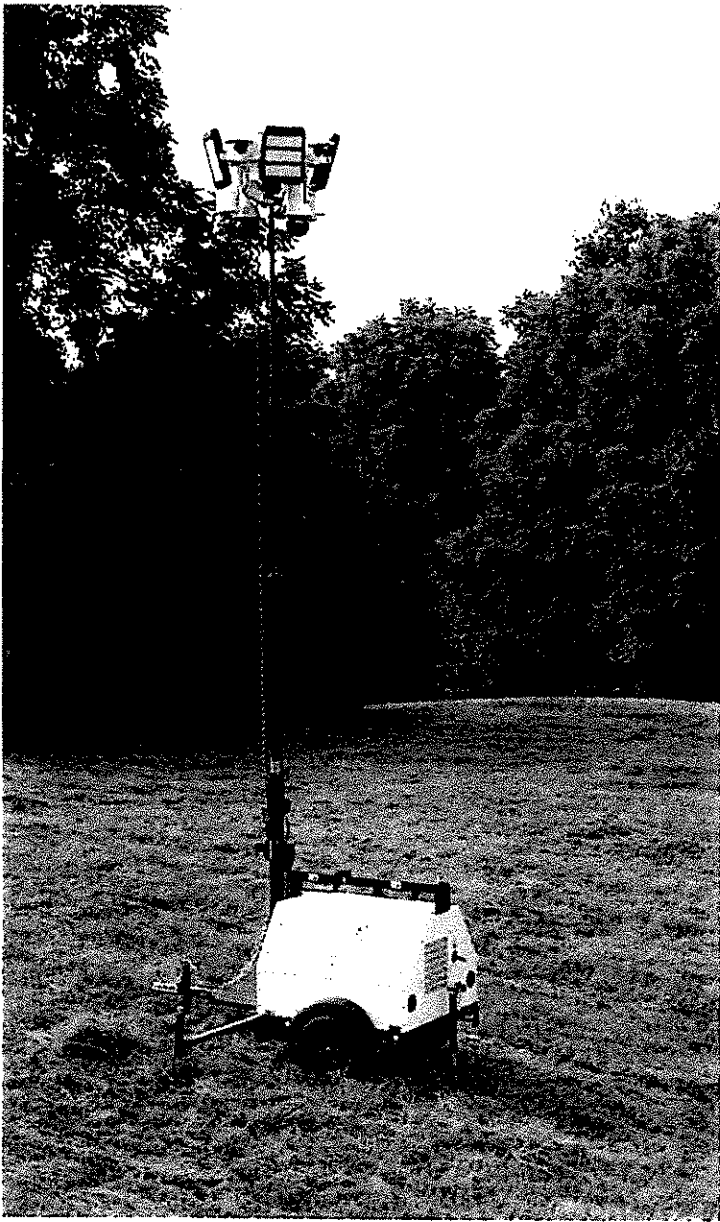
Notes

- Payment Terms are 50% down / 50% upon completion
- Customer to provide static ip sim card for cell modem

Warranty and Contract Information

i2c Technologies installed systems include a 1 Year Warranty. This warranty includes all parts, onsite labor (if installed by i2c techs), remote support, unlimited tech support, system health monitoring, software upgrades and system adjustments. All support is provided by our Ohio based Support Team. This coverage can be extended after year 1 for 8% of the purchase price per year or for 3 years for 21% of the purchase price (7% per year).

i2c Technologies understands IP. Unlike other camera providers, our staff are IT professionals. We have designed cutting edge IP video surveillance solutions for businesses for over 15 years. Every i2c network camera system is designed by an IT expert, and we only use world class products because we realize that protecting your business shouldn't compromise your network's security and performance



I2C TECHNOLOGIES, LTD.

STANDARD TERMS AND CONDITIONS

All orders placed with I2C Technologies, Ltd. ("I2C") are subject to the following terms and conditions of sale (the "Terms"):

1. **Acceptance.** All quotations issued by I2C are subject to change by I2C at any time prior to acceptance and are automatically void if not accepted within 30 days after the date appearing on the quotation. No purchase order or other document from Customer, or term or condition inconsistent with or in addition to these Terms, will be binding upon I2C unless approved in writing by an authorized I2C representative. I2C hereby objects to and rejects any and all of Customer's terms and/or conditions inconsistent with or in addition to these Terms.

2. **Pricing and Shipping.** Unless otherwise agreed in writing by an authorized representative of I2C (i) prices for equipment and materials (collectively, the "Equipment") and services will be the prices set forth in the quotation in U.S. Dollars (the "Purchase Price"); and (ii) a 50% down payment of the Purchase Price is required prior to shipping and/or installation, whichever occurs first, and the remaining 50% of the Purchase Price is due immediately upon installation of the Equipment. Customer hereby acknowledges and agrees that the Equipment includes a software deactivation system that will render the Equipment inoperable if final payment of the Purchase Price is not made within 7 days of installation of the Equipment, and that Customer will incur interest charges in the amount of 1.5% per month on all unpaid balances beyond the payment due date. Customer is responsible for any and all federal, state and local taxes associated with Customer's purchase of the Equipment. Title to the Equipment and all risk of loss or damage to the Equipment will pass to Customer at the time the Equipment is transferred by I2C to a commercial carrier, and/or installed, whichever occurs first. All delivery and installation dates are estimates, and in no event will I2C be liable for any form of damages associated with or arising from a delay in delivery and/or installation.

3. **Equipment Installation; Monitoring Service; Initial Training.** Customer agrees to grant I2C and/or its representatives, reasonable access to Customer's facility during normal business hours for the purpose of installing the Equipment, if applicable. Customer acknowledges that remote access to its system is only supported if the Customer already has an existing firewall that supports Virtual Private Network (VPN) access to the Customer's network or if a VPN firewall has been included as part of Customer's purchase from I2C. If Customer elects to use internal resources or an outside company to provide the "structured cabling" portion of the installation, Customer must satisfy all of the following standards: a) all network connectivity must conform to the TIA/EIA 568 B Wiring Standards for Network Cabling; b) each camera location requires a "biscuit" style 1 port RJ-45 jack to be mounted within 12 feet of the planned camera/access control location; c) a properly terminated patch panel must be placed at each network closet where camera/access control connections are terminated; d) power/other connection cabling must be left with a minimum of 12 feet of looped cabling at each end of a given cabling run; and e) cabling must be properly installed and supported in ceiling runs according to all applicable building codes/guidelines. Customer agrees to correct any "structured cabling" errors at Customer's sole cost. I2C reserves the right to charge Customer, and Customer agrees to pay to I2C, \$120 per hour for each hour I2C spends troubleshooting incorrectly installed cabling. Customer acknowledges and agrees that each camera included with the Equipment requires 14GB (Gigabytes) of storage space per day for continuous recording, and that the amount of storage required for archiving is dramatically reduced by the use of motion detectors that limit recording time to only those times when motion is present in the desired area. Customer acknowledges and agrees that less than 85% of the hard disk drive space referenced in the quotation is available for storage of video archives, and that at least 15% of the hard disk space is required for system applications and processes. Upon the successful installation of the Equipment, and provided that Customer purchases the I2C Software and permits I2C to remotely access the Equipment, I2C will periodically monitor the Equipment from a remote location for a period of 90 days after installation for the purpose of determining whether the Equipment is operational ("System Health Monitoring"). Customer acknowledges and agrees that the sole purpose of the forgoing monitoring is to determine operability of the Equipment, and that I2C

will use commercially reasonable efforts to notify Customer of any inoperability in the system within 8 business hours of I2C learning of the same. If the Equipment is found to be inoperable, Customer's sole remedy will be the Limited Warranty provisions contained in these Terms, and in no event will I2C be responsible or liable to Customer for any direct, indirect, consequential, incidental, punitive or special damages resulting from, or in any manner relating to, the inoperability of the Equipment. Customers who do not purchase the I2C Software will not receive the 90 days of System Health Monitoring. System Health Monitoring beyond the 90 day grace period is only available if the Customer purchases the Extended Service Agreement. I2C will provide the Customer with 2 hours of training on how to use the Equipment and Software, if applicable. Additional training and Software enhancements are available for an additional fee.

4. **Limited Warranty.** Except and unless the Customer pays for and enters into an Extended Service and Warranty Agreement with I2C, the following limited warranty will apply: I2C warrants that the Equipment sold hereunder shall be free from defects in material and workmanship for a period of one year after delivery or installation, whichever occurs first, and I2C warrants all services performed for a period of 90 days after installation, provided in both instances that Customer notifies I2C of any defect in writing and in accordance with these Terms within 10 working days after Customer's discovery of a defect (the "Limited Warranty"). I2C's obligations under the Limited Warranty are limited to repair or replacement of the defective Equipment, or component thereof, and/or the provision of additional services, as determined by I2C in its sole discretion. Repair of the Equipment, or a component thereof, or the provision of additional services does not renew or extend the term of the Limited Warranty. The Limited Warranty does not extend to Customer's agents or customers, and does not apply to any Equipment that, in I2C's sole discretion, has been repaired, modified, subject to misuse, abuse, alteration, improper handling, or improper testing or installation whether by accident, negligence, or other cause. Equipment failures do not include damage caused by external sources or Acts of God. EXCEPT FOR THE LIMITED WARRANTY, I2C DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO NONINFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND I2C SPECIFICALLY DOES NOT WARRANT THAT THE EQUIPMENT WILL FUNCTION UNINTERRUPTED OR ERROR FREE. I2C ALSO DOES NOT WARRANT THE USE OF THE EQUIPMENT, SOFTWARE NOR, AND/OR ANY OF THEIR RESPECTIVE COMPONENTS AS ANY TYPE OF SECURITY OR PROTECTION SYSTEM. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY I2C REPRESENTATIVE WILL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED LIMITED WARRANTY OR ANY OTHER TERMS THEREOF. All Warranty claims must be submitted to I2C's Service Department, 1549 Boettler Rd., Suite D, Uniontown, Ohio 44685, in writing and include the following information: a) purchase order number; b) date of claim; c) product serial number(s); d) original delivery date; e) total operating time (if applicable); f) reason for return; and g) certification by Customer's duly authorized representative concerning accuracy of above information. I2C will return all incomplete Limited Warranty claims to the Customer for completion. Upon receipt of a complete Limited Warranty claim from Customer, I2C will evaluate the claim and determine, in its sole discretion, whether the Limited Warranty applies. If the Limited Warranty applies, I2C will repair or replace the Equipment, or component thereof, at Customer's site if feasible. If I2C cannot repair or replace the Equipment, or a component thereof, at Customer's site, I2C will authorize the Customer in writing to return the Equipment, or component thereof, to I2C. Upon repair or replacement of the Equipment, or a component thereof, I2C will return the Equipment to Customer's site. If Customer has a valid Limited Warranty claim, I2C will reinstall the Equipment for Customer at no cost to the Customer. If Customer does not have a valid Limited Warranty claim, I2C will reinstall the Equipment at I2C's then current hourly fee. If Customer is authorized to return the Equipment to I2C and Customer has a valid Limited Warranty claim, I2C will reimburse Customer for reasonable shipping costs

I2C TECHNOLOGIES, LTD. STANDARD TERMS AND CONDITIONS

associated with the return of the Equipment to I2C. I2C will have no responsibility for unauthorized returns or invalid Limited Warranty claims.

5. **Limitation of Liability; Reservation of Rights.** I2C WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM, OR IN ANY MANNER RELATING TO, THE EQUIPMENT, OR ANY COMPONENT THEREOF, SOLD HEREUNDER, THEIR DELIVERY, NON-DELIVERY, DESIGN, OR THE CUSTOMER'S INABILITY TO USE THE SAME, WHETHER SUCH DAMAGES ARE CLAIMED UNDER CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL I2C'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE SERVICES OR EQUIPMENT, OR A COMPONENT THEREOF, GIVING RISE TO THE LIABILITY. THE CUSTOMER IS ULTIMATELY RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS REGULATING VIDEO AND AUDIO SURVEILLANCE OF EMPLOYEES OR THIRD PARTIES ON THE CUSTOMER'S PROPERTY. THE CUSTOMER IS SOLELY RESPONSIBLE FOR LIABILITY AND COSTS ASSOCIATED WITH NONCOMPLIANCE. THE CUSTOMER ACKNOWLEDGES THAT I2C IS NOT PROVIDING LEGAL ADVICE, AND TO THE EXTENT LEGAL ADVICE IS REQUIRED, THE CUSTOMER SHOULD CONSULT WITH AN ATTORNEY REGARDING APPROPRIATE USE OF VIDEO AND AUDIO SURVEILLANCE EQUIPMENT AND TECHNOLOGY.

6. **Force Majeure.** I2C will not be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its control including, but not limited to, acts of God, acts of the Customer, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to requisitions, allocations, and/or price adjustment restrictions) and/or I2C's inability to obtain material, equipment, or transportation. During the period of contingency, I2C will have the right to omit all or any portion of the quantity deliverable during such period, whereupon, the total quantity deliverable under this Agreement will be reduced by the quantity so omitted. If, due to any such contingency, I2C is unable to supply the total demands for any Equipment, or component thereof, specified in the quotation or any order, I2C will have the right to allocate its available supply among its customers and its departments, divisions, subsidiaries, and affiliates in such manner as I2C, in its sole discretion, deems fair and equitable.

7. **Infringement.** I2C makes no representation or warranty, and nothing herein or elsewhere contained will be construed as a representation or warranty by I2C, that any Equipment, or component thereof, covered by these Terms, or the use thereof by the Customer, will be free from infringement of any patent, trademark, service mark, copyright or other form of intellectual property (collectively, "Intellectual Property"). If the Equipment, or any component thereof, encompasses any feature, construction, or design at Customer's request, or pursuant to specifications, drawings and/or designs furnished by the Customer, or should any additions, changes or modifications be made by Customer to the Equipment, Customer agrees to indemnify, defend and hold I2C, and its members, officers, employees, agents, contractors, successors and assigns, harmless against any and all liability, losses, damages and/or claims of Intellectual Property infringement asserted against I2C (including reasonable attorney's fees and costs).

8. **Indemnification.** Customer agrees to indemnify, defend, and hold I2C, and its members, officers, employees, agents, contractors, successors and assigns, harmless against any and all liability, losses

construed in accordance with the laws of the State of Ohio, other than those relating to conflicts of law. All disputes arising hereunder must be resolved in the Summit County Court of Common Pleas, Summit County, Ohio or the U.S. District Court for the Northern District of Ohio and the parties agree to submit to the exclusive jurisdiction of said courts. Customer represents and warrants to I2C that it will comply with all applicable federal, state and local laws, rules, and regulations pertaining to the use of the Equipment. Any clause required to be included herein by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. These Terms, the Quotation and the Extended Service and Warranty Agreement, if applicable, constitute the entire agreement between the parties and supersede any and all previous representations or agreements, either verbal or written, between the parties.

OK
2/11/24
8-30-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-183-9/9

FROM: Kimberly Marshall

Committee Finance

DATE: August 30, 2024

SUBJECT: Rescind Ordinance 92-24 Job Creation Grant Agreement - Sandridge Food Corporation

SUMMARY AND BACKGROUND:

This request is to rescind Ordinance 92-24 relative to the Job Creation Grant Agreement JCG26 for Sandridge Food Corporation.

Suggested Funding:

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

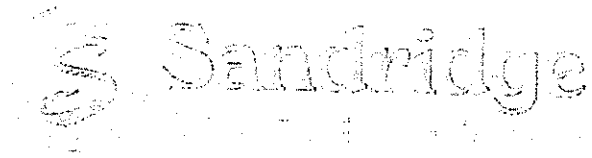
Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



August 21, 2024

The City of Medina Ohio
Kimberly Marshall, Economic Development Director
132 North Elmwood Ave.
Medina, OH 44256

Dear Kimberly,

Please accept this letter as notice of withdrawal of our Job Creation Grant application for the renovation at 820 Lafayette Road.

Due to a change in circumstance and a new opportunity, we have decided to withdraw this grant application.

As always, we appreciate our partnership with the City of Medina and look forward to future projects.

Sincerely,

Richard P. Sisko
Chief Strategy Officer
Sandridge Crafted Foods

RS/ami

ORD. 92-24
EXH. A

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

EXHIBIT A

GRANT# JCG26-Sandridge Food Corp.
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Sandridge Food Corporation, with its main offices located at 133 Commerce Drive, Medina, OH 44256 (hereinafter referred to as "Company"), and is dated as of _____.

WITNESSETH:

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

WHEREAS, Sandridge Food Corporation, is desirous of renovating their facility in the City of Medina located at 820 Lafayette, Medina, Ohio to create 10 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Sandridge Food Corporation, with incentives available for the development of the PROJECT; and

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

WHEREAS, Sandridge Food Corporation, has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

- A. Sandridge Food Corporation. shall renovate a facility located at 820 Lafayette Road, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$2,500,000.00 (dollars) the PROJECT.

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

1. Improvements to Existing Buildings	\$	<u>2,200,000.00</u>
2. Furniture & Equipment	\$	<u>300,000.00</u>
TOTAL	\$	<u>2,500,000.00</u>

- C. Improvements to facility will begin approximately April, 2024 and will be completed approximately November 2024.

3. Job Creation and Retention.

- A. Sandridge Food Corporation shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 10 new full-time permanent job opportunities in the City of Medina.

- 1) Sandridge Food Corporation schedule for hiring permanent full-time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	3 (2025)
2	3 (2026)
3	4 (2027)

- B. The job creation period begins approximately January, 2025 and all jobs will be in place by December 2027.

- C. The Company currently has 703 employees in the City of Medina. In total, the Company has 703 full-time permanent employees in the State of Ohio.

- D. The increase in the number of employees new to the City of Medina will result in approximately \$600,000.00 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.
- E. The retention of the existing jobs in Medina will maintain the current annual payroll in Medina of \$49,600,000.00

4. Issuance of Grant.

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

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

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$3,750.00 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, Sandridge Food Corporation must retain full time permanent jobs existing in Medina prior to the Agreement.

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

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

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

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2027. The initial grant payment shall be made by approximately July 1, 2028 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that Sandridge Food Corporation files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Sandridge Food Corporation to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Sandridge Food Corporation is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that Sandridge Food Corporation files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If Sandridge Food Corporation requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Sandridge Food Corporation to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by Sandridge Food Corporation for land acquisition, building acquisition, purchase of

machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. Sandridge Food Corporation shall pay all taxes and shall file all tax reports and returns as required by law. If Sandridge Food Corporation fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. Sandridge Food Corporation shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Sandridge Food Corporation compliance with the Agreement.
8. Maintenance of Grant.
 - A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
 - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Sandridge Food Corporation materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. Sandridge Food Corporation certifies that at the time this Agreement is executed, Sandridge Food Corporation does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Sandridge Food Corporation is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Sandridge Food Corporation currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Sandridge Food Corporation For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, Sandridge Food Corporation is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of Sandridge Food Corporation or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of Sandridge Food Corporation in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If Sandridge Food Corporation fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If Sandridge Food Corporation fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If Sandridge Food Corporation fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of Sandridge Food Corporation's breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if Sandridge Food Corporation fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if Sandridge Food Corporation has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Sandridge Food Corporation the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.

- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
- 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
 - 2) In the event that Sandridge Food Corporation vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

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

and if any of these events affects the ability of Sandridge Food Corporation or its successor entity to perform substantially the obligations of Sandridge Food Corporation under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of Sandridge Food Corporation" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of Sandridge Food Corporation's board of directors.

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

13. Fees. Sandridge Food Corporation shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Sandridge Food Corporation has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

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

If to _____ to:

Sandridge Food Corporation

Richard Sisko, Chief Strategy Officer
133 Commerce Dr.
Medina, OH 44256

or such other address as may be noticed.

15. Condition Precedent. Sandridge Food Corporation and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Sandridge Food Corporation, by Richard Sisko, Chief Strategy Officer, have caused this instrument to be executed on the 14 day of May, 2022.

WITNESSED BY:

Sherry A. Crow
Tracy Eckert

WITNESSED BY:

CITY OF MEDINA

By: Dennis Hanwell
Dennis Hanwell
Title: Mayor

By: _____

Title: _____

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

DIRECTOR OF LAW— CITY OF MEDINA

By: Kreg J. Fisher

Date: 5/15/22

RCA 24-184-9/9
Finance Only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

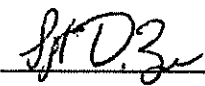
- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 9/3/2024 Department: Muni CT./IT

Amount: \$24,399.87 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: See Below for 2 Account Numbers

Vendor: Technology Engineering (TEGOH)

Department Head/Authorized Signature: 

Item/Description:

End of 2023 and All of 2024 O365 Email for Municipal Court 168-0705-53321 (\$6,621.12 with 10%)

End of 2023 and All of 2024 O365 Email for City of Medina 388-0714-53315 (\$17,778.75 with 10%)

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council Date to Finance: _____

- 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.

ESTIMATE

Technology Engineering Group
3593 Medina Rd, #239
Medina, OH 44256

info@tegoh.com
+1 (330) 974-1249
www.tegoh.com



Muni

Bill to

Medina Municipal Court
135 N Elmwood Ave
Cindy Lastuka
Medina, OH 44256

Ship to

Medina Municipal Court
135 N Elmwood Ave
Medina, OH 44256
Cindy Lastuka

Estimate details

Estimate no.: 1772
Estimate date: 08/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MICROSOFT M365 BUSINESS BASIC 1 YEAR	MICROSOFT M365 BUSINESS BASIC 1 YEAR	33	\$72.00	\$2,376.00
2.		Microsoft Defender for Office 365	Microsoft Defender for Office 365	33	\$24.00	\$792.00
3.		MISC Services	Barracuda Gateway-Defense and Archiving - \$3.36 / month / user	33	\$40.32	\$1,330.56
Total						\$4,498.56

Accepted date

Accepted by

10% 601.92

So 6,621.12

ESTIMATE

Technology Engineering Group
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Medina, OH 44256

info@tegoh.com
+1 (330) 974-1249
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Bill to

Medina Municipal Court
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Cindy Lastuka
Medina, OH 44256

Ship to

Medina Municipal Court
135 N Elmwood Ave
Medina, OH 44256
Cindy Lastuka

Estimate details

Estimate no.: 1773

Estimate date: 08/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MICROSOFT M365 BUSINESS BASIC 1 YEAR	MICROSOFT M365 BUSINESS BASIC 1 YEAR - Pro-rated 3 mos OCT/NOV/DEC	33	\$18.00	\$594.00
2.		Microsoft Defender for Office 365	Microsoft Defender for Office 365 - pro-rated 3 mos OCT/NOV/DEC	33	\$6.00	\$198.00
3.		BitTitan Mail Migration Licnese	BitTitan MigrationWiz Mailbox	33	\$12.00	\$396.00
4.		MISC Services	Barracuda Gateway-Defense and Archiving \$3.36 / user /month	33	\$10.08	\$332.64
					Total	\$1,520.64

Accepted date

Accepted by

ESTIMATE

Technology Engineering Group
3593 Medina Rd, #239
Medina, OH 44256

info@tegoh.com
+1 (330) 974-1249
www.tegoh.com



CITY

Bill to

Mr. Darin Zaremba
City of Medina
150 W. Friendship
Medina, OH 44256

Ship to

Mr. Darin Zaremba
City of Medina
150 W. Friendship
Medina, OH 44256

Estimate details

Estimate no.: 1771
Estimate date: 08/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MICROSOFT M365 BUSINESS BASIC 1 YEAR	MICROSOFT M365 BUSINESS BASIC 1 YEAR	150	\$72.00	\$10,800.00
2.		MICROSOFT M365-BUSINESS STD-1 YR	MICROSOFT M365-BUSINESS STD-1 YR - KINNEY/WAGNER/MARCUM	3	\$150.00	\$450.00
					Total	\$11,250.00

Accepted date

Accepted by

1076 1016.25

17,778.75

ESTIMATE

Technology Engineering Group
3593 Medina Rd, #239
Medina, OH 44256

info@tegoh.com
+1 (330) 974-1249
www.tegoh.com



Bill to

Mr. Darin Zaremba
City of Medina
150 W. Friendship
Medina, OH 44256

Ship to

Mr. Darin Zaremba
City of Medina
150 W. Friendship
Medina, OH 44256

Estimate details

Estimate no.: 1758

Estimate date: 06/21/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MICROSOFT M365 BUSINESS BASIC 1 YEAR	MICROSOFT M365 BUSINESS BASIC 1 YEAR - Pro-rated 3 mos OCT/NOV/DEC	150	\$18.00	\$2,700.00
2.		MICROSOFT M365-BUSINESS STD-1 YR	MICROSOFT M365-BUSINESS STD-1 YR - KINNEY/WAGNER/MARCUM - Pro-rated 3 mos OCT/NOV/DEC	3	\$37.50	\$112.50
3.		BitTitan Mail Migration Licnese	BitTitan MigrationWiz Mailbox	175	\$12.00	\$2,100.00
					Total	\$4,912.50

Accepted date

Accepted by

OK
D. Hamwell
9-3-24

REQUEST FOR COUNCIL ACTION

No. RCA 24-185-7/9

FROM: Tracy Eckert / Administrative Office Manager

Committee: Finance

DATE: September 9, 2024

SUBJECT: Drug Screen and Related Professional Services

SUMMARY AND BACKGROUND:

Respectfully request authorization for the Mayor to solicit requests for proposals (RFP's) for drug screening and associated professional services for the employees of the City of Medina and to award the contract to the successful bidder. The current contract with Integrity Verifications expires December 31, 2024.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK
Dr. Howell
9-3-24

NO. RCA 24-186-9/9

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: September 3, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Application for grant assistance with the Ohio Department of Transportation (ODOT)

This request is for Council's authorization to submit a grant application for Safety Funds with the Ohio Department of Transportation (ODOT). It is our intention to use these funds to install 'bump outs' at certain locations around the Square to improve safety for the traveling public.

This grant will fund up to 90% of the construction costs with a 10% local match. We are currently finalizing the project cost estimate, it will be presented to Council at the Finance Committee meeting. We wanted to submit this request now since the applications are due at the end of September.

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with ODOT to accept the grant.

Thank you for your consideration.

ESTIMATED COST: TBD
SUGGESTED FUNDING: City share: 10% from 108

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Patrick Patton

From: Kathryn.Wade@dot.ohio.gov
Sent: Wednesday, August 28, 2024 1:42 PM
To: Patrick Patton; Fred Himmelreich
Cc: Carrie.Whitaker@dot.ohio.gov; Jeff.Rogers@dot.ohio.gov; Julie.Cichello@dot.ohio.gov; Scott.Ockunzzi@dot.ohio.gov; Jim Thompson
Subject: PID 119446 (MED-42 Resurfacing, Medina) - Curb Bump-outs - Safety Funding
Attachments: Abbreviated Safety Application_BLANK.docx

Hi Pat and Fred,

Jeff Rogers provided me your contact information after Friday's LPA Quarterly Meeting for PID 119446 (US-42 Resurfacing, NOACA Funded). Jeff mentioned local interest for curb bump-outs on this project and possible safety funding for them.

The D03 traffic safety group was just internally discussing this same thing following the recent fatal pedestrian crash at a mid-block crossing on US-42 at the Medina square.

We likely have just enough time to get an abbreviated safety application together for the end of September round. Carrie Whitaker (cc'd) is going to be the main D03 contact for the application but is currently on vacation through 9/3, so I am providing the initial information. A blank abbreviated application is attached. We can mostly fill the application out if you are able to provide a list of locations and cost estimate (we would want this provided by 9/18/24). Notes: The abbreviated safety funding is usually meant for the construction phase but does not include Construction Engineering. Safety funding can be requested at up to 90% with a 10% local match.

Please let me know if you are interested in pursuing a safety application, and we can work on getting something together.

Reach out with any questions.

Thanks,
Kat

Kathryn Wade, P.E.
Transportation Engineer
ODOT District 3 Traffic Planning
906 Clark Avenue
Ashland, Ohio 44805
D: 419.207.2813
Kathryn.Wade@dot.ohio.gov



**Department of
Transportation**

REQUEST FOR COUNCIL ACTION

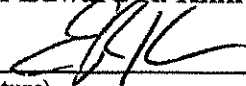
*Revised
9-3-24*

No. RCA 24-187-9/9

Committee Finance

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

Mayor's Initials:



(Signature)

Guidelines: See information on back of form

Date: 9/3/24

Subject: 2024 Police Vehicle Purchase

Summary and Background: The Medina Police Department is requesting permission to purchase four new frontline ford explorers and purchase one additional ford explorer to replace an end of life lieutenant vehicle from Montrose Ford. The purchase and the upfits to all five vehicles total \$283,946. Break down of vehicle cost and upfit costs from Halls Public Safety are included. This purchase falls under the CUE purchasing contract. Three of the vehicles are budgeted. Two will be paid for by carryforward.

Suggested Funding:

Sufficient Funds in Account: yes

Transfer Needed From: n/a **To:**

New Appropriation Needed: No

Account No: 106-0101-54417 Vehicles \$222,946.00 106-0101-54413 Equipment \$61,000

Emergency Clause Requested:

No Yes If yes, reason.
Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

Lt. vehicle

Order No: **X308**

2023 POLICE EXPLORER
UNMARKED UNIT - NO SPOTLIGHT WITH CARPET - CAR # 134
 CITY OF MEDINA PD

FIN# QH807

K8A 4DR AWD POLICE
 .119" WHEELBASE
 UM AGATE BLACK
 F CLTH BKTS/CLTH REAR
 6 EBONY
 500A EQUIP GRP
 .AM/FM STEREO W/SYNC

425 50 STATE EMISS
 55F KEYLESS - 4 FOB

\$ 43,437.00

ADDED BY CUST.		
76R	\$	300.00
85D	\$	-
86T	\$	60.00
88F	\$	60.00

ADDITIONAL BID ITEM			
3.3L V6 GAS Flex Fuel	99B/44U	\$ (1,500.00)	\$ (1,500.00)
HEATED MIRRORS	549	\$ 60.00	\$ 60.00
CARPET	16C	\$ 125.00	\$ 125.00
RED/WHT DOME IN CARGO	17T	\$ 50.00	\$ 50.00
TITLE FEE	DLR	\$ 15.00	\$ 15.00

UNMARKED UNIT - NO SPOTLIGHT WITH
 Attn: LT MARCUM

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 42,187.00
TOTAL FOR HALL UPFIT #14162 PROVIDED VIA MONTROSE FORD	\$ 6,617.00
TOTAL FOR EXT WARRANTY (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS	\$ 420.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 49,224.00
<i>1 unit/s requested</i>	
	\$ 49,224.00

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford

RE-QUOTED 8/26/2024

ACCEPTED BY: _____ Date: _____

CODE	DESCRIPTION
76R	Reverse Sensing System
85D	Front Console Plate - Delete
86T	Tail Lamp / Police Interceptor Housing Only
88F	2nd Row Cloth Seats(Incl w/65U)

**** NOTE - Hall to remove equipment from car # 110 as part of this upfit**

2025 INTERCEPTOR (3.3L V-6)

Order No: **U074**

CITY OF MEDINA PD - CAR #137

FIN# QH807

K8A 4DR AWD POLICE
 .119" WHEELBASE
 UM AGATE BLACK
 9 CLTH BKTS/VNL R
 W EBONY
 500A EQUIP GRP
 .AM/FM STEREO W/SYNC

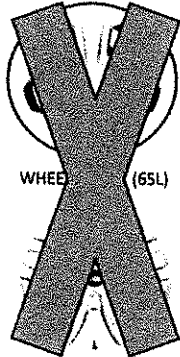
99B .3.3L V6 GAS Flex Fuel
 44U .10-5P AUTO
 425 50 STATE EMISS
 51R DRV LED SPT LMP UNITY BRAND
 55F KEYLESS - 4 FOB (now STD equip)

The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

	\$ 43,564.00
ADDITIONAL ITEMS NOW STD ON 2025'S (NOT IN ABOVE 2024 PRICE)	\$ 2,590.75
MONTROSE FORD ONLY - FIRST RESPONDER DISCOUNT	\$ (1,200.00)
Subtotal	\$ 44,954.75
FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)	



STANDARD PIU WHEEL



PNTD ALUM WHEEL (64E)

CITY OF MEDINA PD - CAR #137
 Attn: LT MARCUM

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford
 RE-QUOTED 8/26/2024
 ORDERED

THE ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICE (CHOSING THEM WILL + OR - TO ABOVE AMOUNT)			
WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
3.3L V6 HYBRID	99W/44B	\$ 2,100.00	
3.0L EcoBoost	99C/44U	\$ 3,000.00	
REAR LOCKS, HANDLES & WINDOWS INOP	68G	\$ 80.00	\$ 80.00
HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
HEATED MIRRORS	549	INCLUDED	STD IN 2025
CARPET	16C	\$ 150.00	
RED/WHY DOME IN CARGO	17T	INCLUDED	STD IN 2025
PER-ANTI-THEFT	593	N/A	N/A
KEYLESS ENTRY (4 FOB'S)	RMV	INCLUDED	STD IN 2025
REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	INCLUDED	STD IN 2025
REAR LIGHT - RED/BLUE	66C	\$ 460.00	
STREET APPEARANCE (DB OR UNMARKED)	65U,64E,FW (RMV 51R)	\$ 367.00	
READY FOR ROAD PACKAGE	21L,43A,63B,63L,67H,96T	\$ 7,200.00	
MINIMUM DELIVERY CHARGE	DLR	\$ 150.00	CUST. P/U
TITLE FEE	DLR	\$ 15.00	INC
TEMP TAGS	DLR	\$ 20.00	

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 45,034.75
TOTAL FOR HALL UPFIT #1416Z PROVIDED VIA MONTROSE FORD	\$ 16,080.00
TOTAL FOR EXT WARRANTY (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS	\$ 50.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ 0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 61,164.75
1 unit/s requested	\$ 61,164.75

ACCEPTED BY:

Date:

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	ADD - YES OR NO ?
153	License Plate Bracket - Front	\$ -	YES
180	Global Lock / Unlock feature	\$ -	YES
598	Keyed Alike - 1284x	\$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	YES
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	YES
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	YES
43D	Dark Car Feature (STD IN 2025)	INCLUDED	YES
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	YES
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	YES
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	YES
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	YES
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	YES
86T	Tail Lamp / Police Housing Only (STD IN 2025)	INCLUDED	YES
61B	ØØØ - II Split Connector (N/A IN 2025'S)	\$ 54.86	
85S	Rear Center Seat Delete (N/A IN 2025'S)	\$	
87P	Power Passenger Seat (N/A IN 2025'S)	\$ 322.83	
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	\$	

2025 INTERCEPTOR (3.3L V-6)

Order No: **U072**

CITY OF MEDINA PD - CAR #135

FIN# QH807

K8A 4DR AWD POLICE
 .119" WHEELBASE
 UM AGATE BLACK
 9 CLTH BKTS/VNL R
 W EBONY
 500A EQUIP GRP
 .AM/FM STEREO W/SYNC

99B .3.3L V6 GAS Flex Fuel
 44U .10-SP AUTO
 425 50 STATE EMISS
 51R DRV LED SPT LMP UNITY BRAND
 55F KEYLESS - 4 FOB (*now STD equip*)

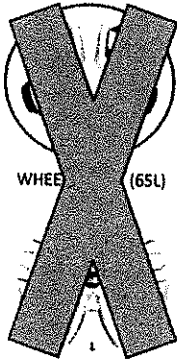
The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

	\$ 43,564.00
ADDITIONAL ITEMS NOW STD ON 2025'S (NOT IN ABOVE 2024 PRICE)	\$ 2,590.75
MONTROSE FORD ONLY - FIRST RESPONDER DISCOUNT	\$ (1,200.00)
<i>Subtotal</i>	\$ 44,954.75

FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)			



STANDARD PIU WHEEL



PNTD ALUM WHEEL (64E)

CITY OF MEDINA PD - CAR #135
 Attn: LT MARCUM

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford
 RE-QUOTED 8/26/2024
 ORDERED

THE ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICE (CHOSING THEM WILL + OR - TO ABOVE AMOUNT)			
WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
3.3L V6 HYBRID	99W/44B	\$ 2,100.00	
3.0L EcoBoost	99C/44U	\$ 3,000.00	
REAR LOCKS, HANDLES & WINDOWS INOP	68G	\$ 80.00	\$ 80.00
HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
HEATED MIRRORS	549	INCLUDED	STD IN 2025
CARPET	16C	\$ 150.00	
RED/WHT DOME IN CARGO	17T	INCLUDED	STD IN 2025
PER. ANTI-THEFT	593	N/A	N/A
KEYLESS ENTRY (4 FOBS)	RMV	INCLUDED	STD IN 2025
REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	INCLUDED	STD IN 2025
REAR LIGHT - RED/BLUE	66C	\$ 460.00	
STREET APPEARANCE (DB OR UNMARKED)	65U,64E,FW (RMV 51R)	\$ 367.00	
READY FOR ROAD PACKAGE	21L,43A,63B,63L,67H,96T	\$ 7,200.00	
MINIMUM DELIVERY CHARGE	DLR	\$ 150.00	CUST. P/U
TITLE FEE	DLR	\$ 15.00	INC
TEMP TAGS	DLR	\$ 20.00	

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 45,034.75
TOTAL FOR HALL UPFIT #14162 PROVIDED VIA MONTROSE FORD	\$ 10,650.00
TOTAL FOR EXT WARRANTY (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS	\$ 50.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ 0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 55,734.75
<i>1 unit/s requested</i>	\$ 55,734.75

ACCEPTED BY: _____ Date: _____

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	ADD - YES OR NO ?
153	License Plate Bracket - Front	\$ -	YES
18D	Global Lock / Unlock feature	\$ -	YES
598	Keyed Alike - 1284x	\$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	YES
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	YES
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	YES
43D	Dark Car Feature (STD IN 2025)	INCLUDED	YES
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	YES
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	YES
688	Police Perimeter Alert (STD IN 2025)	INCLUDED	YES
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	YES
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	YES
86T	Tail Lamp / Police Housing Only (STD IN 2025)	INCLUDED	YES
618	OBD - II Split Connector (N/A IN 2025'S)	\$ 54.86	
855	Rear Center Seat Delete (N/A IN 2025'S)	\$	
87P	Power Passenger Seat (N/A IN 2025'S)	\$ 222.83	
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	\$	

****NOTE - HALL TO PULL EQUIPMENT FROM CAR #113 & #118 FOR THIS BUILD**

2025 INTERCEPTOR (3.3L V-6)

Order No: **U073**

CITY OF MEDINA PD - CAR #136

FIN# QH807

K8A 4DR AWD POLICE
 .119" WHEELBASE
 UM AGATE BLACK
 9 CLTH BKTS/VNL R
 W EBONY
 500A EQUIP GRP
 .AM/FM STEREO W/SYNC

99B .3.3L V6 GAS Flex Fuel
 44U .10-SP AUTO
 425 50 STATE EMISS
 51R DRV LED SPT LMP UNITY BRAND
 55F KEYLESS - 4 FOB (now STD equip)

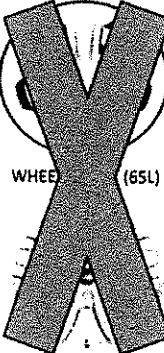
The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

	\$ 43,564.00
ADDITIONAL ITEMS NOW STD ON 2025'S (NOT IN ABOVE 2024 PRICE)	\$ 2,590.75
MONTROSE FORD ONLY - FIRST RESPONDER DISCOUNT	\$ (1,200.00)
Subtotal	\$ 44,954.75

FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)			



STANDARD PIU WHEEL



PNTD ALUM WHEEL (64E)

CITY OF MEDINA PD - CAR #136
 Attn: LT MARCUM

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford
 RE-QUOTED 8/26/2024
 ORDERED

THE ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICE (CHOSING THEM WILL + OR - TO ABOVE AMOUNT)			
WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
3.3L V6 HYBRID	99W/44B	\$ 2,100.00	
3.0L EcoBoost	99C/44U	\$ 3,000.00	
REAR LOCKS, HANDLES & WINDOWS INOP	68G	\$ 80.00	\$ 80.00
HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
HEATED MIRRORS	549	INCLUDED	STD IN 2025
CARPET	16C	\$ 150.00	
RED/WHT DOME IN CARGO	17T	INCLUDED	STD IN 2025
PER-ANTI-THEFT	593	N/A	N/A
KEYLESS ENTRY (4 FOBs)	RMV	INCLUDED	STD IN 2025
REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	INCLUDED	STD IN 2025
REAR LIGHT - RED/BLUE	66C	\$ 460.00	
STREET APPEARANCE (DB OR UNMARKED)	65U,64E,FW (RMV 51R)	\$ 367.00	
READY FOR ROAD PACKAGE	21L,43A,63B,63L,67H,96T	\$ 7,200.00	
MINIMUM DELIVERY CHARGE	DLR	\$ 150.00	CUST. P/U
TITLE FEE	DLR	\$ 15.00	INC
TEMP TAGS	DLR	\$ 20.00	

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 45,034.75
TOTAL FOR HALL UPFIT #14162 PROVIDED VIA MONTROSE FORD	\$ 11,573.00
TOTAL FOR EXT WARRANTY (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS	\$ 50.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ 0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 56,657.75
1 unit/s requested	\$ 56,657.75

ACCEPTED BY: _____ Date: _____

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	ADD - YES OR NO ?
153	License Plate Bracket - Front	\$ -	YES
18D	Global Lock / Unlock feature	\$ -	YES
59B	Keyed Alike - 1284x	\$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	YES
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	YES
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	YES
43D	Dark Car Feature (STD IN 2025)	INCLUDED	YES
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	YES
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	YES
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	YES
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	YES
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	YES
86T	Tail Lamp / Police Housing Only (STD IIN 2025)	INCLUDED	YES
61B	GBD - II Split Connector (N/A IN 2025'S)	\$ 54.86	
855	Rear Center Seat Delete (N/A IN 2025'S)	\$	
87P	Power Passenger Seat (N/A IN 2025'S)	\$ 322.83	
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	\$	

****NOTE - HALL TO PULL EQUIPMENT FROM CAR #114 & #121 FOR THIS BUILD**

Contract # **RSI015078**

(PAGE 1 of 2)

2025 INTERCEPTOR (3.3L V-6)

Order No: **U075**

CITY OF MEDINA PD - CAR #138

FIN# QH807

K8A 4DR AWD POLICE
 .119" WHEELBASE
 UM AGATE BLACK
 9 CLTH BKTS/VNL R
 W EBONY
 S00A EQUIP GRP
 .AM/FM STEREO W/SYNC

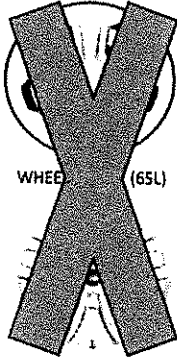
99B .3.3L V6 GAS Flex Fuel
 44U .10-SP AUTO
 425 50 STATE EMISS
 51R DRV LED SPT LMP UNITY BRAND
 55F KEYLESS - 4 FOB (now STD equip)

The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

	\$ 43,564.00
ADDITIONAL ITEMS NOW STD ON 2025'S (NOT IN ABOVE 2024 PRICE)	\$ 2,590.75
MONTROSE FORD ONLY - FIRST RESPONDER DISCOUNT	\$ (1,200.00)
Subtotal	\$ 44,954.75
FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)	



STANDARD PIU WHEEL



PNTD ALUM WHEEL (64E)

CITY OF MEDINA PD - CAR #138
 Attn: LT MARCUM

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford
 RE-QUOTED 8/26/2024
 ORDERED

THE ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICE (CHOSING THEM WILL + OR - TO ABOVE AMOUNT)			
WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
3.3L V6 HYBRID	99W/44B	\$ 2,100.00	
3.0L EcoBoost	99C/44U	\$ 3,000.00	
REAR LOCKS, HANDLES & WINDOWS INOP	68G	\$ 80.00	\$ 80.00
HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
HEATED MIRRORS	549	INCLUDED	STD IN 2025
CARPET	16C	\$ 150.00	
RED/WHT DOME IN CARGO	17T	INCLUDED	STD IN 2025
PER. ANTI-THEFT	593	N/A	N/A
KEYLESS ENTRY (4 FOBS)	RMV	INCLUDED	STD IN 2025
REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	INCLUDED	STD IN 2025
REAR LIGHT - RED/BLUE	66C	\$ 460.00	
STREET APPEARANCE (DB OR UNMARKED)	65U,64E,FW (RMV 51R)	\$ 367.00	
READY FOR ROAD PACKAGE	21L,43A,63B,63L,67H,96T	\$ 7,200.00	
MINIMUM DELIVERY CHARGE	DLR	\$ 150.00	CUST. P/U
TITLE FEE	DLR	\$ 15.00	INC
TEMP TAGS	DLR	\$ 20.00	

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 45,034.75
TOTAL FOR HALL UPFIT #14162 PROVIDED VIA MONTROSE FORD	\$ 16,080.00
TOTAL FOR EXT WARRANTY (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS	\$ 50.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ 0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 61,164.75
<i>1 unit/s requested</i>	\$ 61,164.75

ACCEPTED BY: _____ Date: _____

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	ADD - YES OR NO ?
153	License Plate Bracket - Front	\$ -	YES
18D	Global Lock / Unlock feature	\$ -	YES
59B	Keyed Alike - 1284x	\$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	YES
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	YES
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	YES
43D	Dark Car Feature (STD IN 2025)	INCLUDED	YES
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	YES
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	YES
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	YES
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	YES
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	YES
86T	Tail Lamp / Police Housing Only (STD IN 2025)	INCLUDED	YES
61B	GBB - II Split Connector (N/A IN 2025'S)	\$ 54.86	
85S	Rear Center Seat Delete (N/A IN 2025'S)	\$	
87P	Power Passenger Seat (N/A IN 2025'S)	\$ 322.83	
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	\$	

Hall Public Safety

UPFITTERS

Estimate
EST-14162

Hall Public Safety Upfitters
2002 Midway Dr.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer
Montrose Auto Group
Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Estimate Date : August 23, 2024

Expiration Date : October 31, 2024

Ship To
Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Project : Medina City PD x5

Sales rep : Caleb Hall

#	Item & Description	Qty	Rate	Amount
1	new car 134- Lt car. from old car 110- reuse side window lights rear window light, computer mount, and dept supplied radio. Install above items plus new grill lights, console, and inner edge with a siren controller. no cages, seat, gun rack, or trunk storage needed.	1.00	0.00	0.00
2	Whelen Inner Edge XLP 2 Piece Unit, 10 lamp with Takedown lights 20-23 Utility Interceptor SKU : IX50UFZ car 134- Lt car	1.00 EA	1,036.00	1,036.00
3	Whelen Micron Stud Mount in Blue SKU : MCRNTB grill car 134- Lt car	1.00 EA	125.60	125.60
4	Whelen Micron Stud Mount in Red SKU : MCRNTR grill car 134- Lt car	1.00 EA	125.60	125.60
5	Sound Off Taillight Flasher for 16-25 Utility Interceptor SKU : ETTFUT-16 car 134- Lt car	1.00 EA	129.50	129.50
6	Whelen compact 100 Watt Composite Speaker SKU : SA315U	1.00 EA	229.00	229.00
7	Whelen SA315 Mount Kit for 20-25 Utility Interceptor Driver Side SKU : SAK66D	1.00 EA	40.80	40.80
8	Whelen siren/light control SKU : 29SSLSA6	1.00 EA	650.00	650.00

Item #	Description	Qty	Rate	Amount
9	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02 car 134- Lt car A6 and motorola apx6500	1.00 EA	752.71	752.71
10	Havis Charge Guard battery saver/timer SKU : CG-X	1.00 EA	90.95	90.95
11	Two way radio antenna and cable SKU : Antenna car 134- Lt car	1.00 EA	125.00	125.00
12	Misc. wires, connectors, supplies and hardware SKU : Misc. wires car 134- Lt car	1.00 EA	250.00	250.00
13	Labor - vehicle upfit SKU : Labor - vehicle upfit car 134- Lt car	1.00	2,500.00	2,500.00
14	Labor - vehicle upfit SKU : Labor - vehicle upfit car 110 removal	1.00	400.00	400.00
15	see below old car 113, to car 118, to new car 135 old car 13 will be completely stripped out, all lighting will go into old car 118. car 118 is a 2020+ PIU- all equipment will go straight into new car 135. (car 135 will be getting a new console new MDT mount and push bumper) current car 118 will become a new aux car- lighting, console, and radio only.	1.00	0.00	0.00
16	Labor - vehicle upfit SKU : Labor - vehicle upfit remove all equipment from 113 remove all equipment from 118 (to be used for 135)	1.00	900.00	900.00
17	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02 car 135	1.00 EA	752.71	752.71
18	Westin Tablet & Keyboard Mount w/ Two Telescoping Posts and Universal Display Bracket SKU : 500-0006 car 135	1.00 EA	454.91	454.91
19	Setina Aluminum Push Bumper for SUV SKU : 98400SUV car 135	1.00 EA	475.15	475.15
20	Whelen ION T-Series Linear DUO Blue/White SKU : TLJ2E license plate car 135	2.00 EA	156.00	312.00
21	Whelen compact 100 Watt Composite Speaker SKU : SA315U	1.00 EA	229.00	229.00
22	Whelen SA315 Mount Kit for 20-25 Utility Interceptor Driver Side SKU : SAK66D	1.00 EA	40.80	40.80
23	Sound Off Taillight Flasher for 16-25 Utility Interceptor SKU : ETTFFUT-16 car 135	1.00 EA	129.50	129.50

#	Item Description	Qty	Rate	Amount
24	Havis Charge Guard battery saver/timer SKU : CG-X car 135	1.00 EA	90.95	90.95
25	Able 2 Multi Accessory Outlet with USB Port SKU : 14.0434	1.00 EA	42.84	42.84
26	Tiger Tough Drivers bucket seat for 20-25 Ford Utility Interceptor in Black SKU : T52217BLK	1.00 EA	197.47	197.47
27	MNJ 6 in 1 Sharkfin Antenna 2XLTE SKU : MNJ14223478	1.00 EA	290.00	290.00
28	Data control harness and cables SKU : Data control car 135	1.00 EA	175.00	175.00
29	Two way radio antenna and cable SKU : Antenna car 135	1.00 EA	125.00	125.00
30	Misc. wires, connectors, supplies and hardware SKU : Misc. wires car 135	1.00 EA	375.00	375.00
31	Labor - vehicle upfit SKU : Labor - vehicle upfit new car 135 install	1.00	3,700.00	3,700.00
32	Labor - vehicle upfit SKU : Labor - vehicle upfit install equipment from 113 into 113	1.00	2,100.00	2,100.00
33	see below old car 114, to car 121, to new car 136 old car 14 will be completely stripped out, all lighting will go into old car 113. car 121 is a 2020+ PIU- all equipment will go straight into new car 136. (car 136 will be getting a new console new MDT mount and push bumper) current car 121 will become a new aux car- lighting, console, and radio only.	1.00	900.00	900.00
34	Labor - vehicle upfit SKU : Labor - vehicle upfit remove all equipment from 114 remove all equipment from 121 (to be used for 136)	1.00	900.00	900.00
35	Labor - vehicle upfit SKU : Labor - vehicle upfit install equipment from 114 into 121	1.00	2,100.00	2,100.00
36	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02 car 136	1.00 EA	752.71	752.71
37	Westin Tablet & Keyboard Mount w/ Two Telescoping Posts and Universal Display Bracket SKU : 500-0006 car 136	1.00 EA	454.91	454.91
38	Setina Aluminum Push Bumper for SUV SKU : PB4005UV car 136	1.00 EA	475.15	475.15

#	Item & Description	Qty	Rate	Amount
39	Whelen ION T-Series Linear DUO Blue/White SKU : TL12E license plate car 136	2.00 EA	156.00	312.00
40	Whelen compact 100 Watt Composite Speaker SKU : SA315U	1.00 EA	229.00	229.00
41	Whelen SA315 Mount Kit for 20-25 Utility Interceptor Driver Side SKU : SAK66D	1.00 EA	40.80	40.80
42	Sound Off Taillight Flasher for 16-25 Utility Interceptor SKU : ETTFFUT-16 car 136	1.00 EA	129.50	129.50
43	Havis Charge Guard battery saver/timer SKU : CG-X car 136	1.00 EA	90.95	90.95
44	Able 2 Multi Accessory Outlet with USB Port SKU : 14.0434	1.00 EA	42.84	42.84
45	Tiger Tough Drivers bucket seat for 20-25 Ford Utility Interceptor in Black SKU : T52217BLK	1.00 EA	197.47	197.47
46	MNJ 6 In 1 Sharkfin Antenna 2XLTE SKU : MNJ1422347S	1.00 EA	290.00	290.00
47	Data control harness and cables SKU : Data control car 136	1.00 EA	175.00	175.00
48	Two way radio antenna and cable SKU : Antenna car 136	1.00 EA	125.00	125.00
49	Misc. wires, connectors, supplies and hardware SKU : Misc. wires car 136	1.00 EA	375.00	375.00
50	Labor - vehicle upfit SKU : Labor - vehicle upfit new car 136 install	1.00	3,700.00	3,700.00
51	car 138- reuse front cage, seat, rear cage, camera system, and radar from car 124. reuse radio from car 110 car 138 will be getting new console, light package etc. see below see below for new car 137- all new- dept will supply camera, radio, mdt, printer, and radar.	1.00	0.00	0.00
52	Whelen 54" Legacy DUO WeCanX Lightbar- Red/Blue with white front and amber rear SKU : EB25P3J car 137 and 138	2.00 EA	2,499.00	4,998.00
53	Whelen Lightbar Mount Kit for 20-25 Utility Interceptor SKU : MKEZ105 car 137 and 138	2.00 EA	78.40	156.80
54	Whelen Installation Kit for Cencom Core Series for 20-25 Ford Interceptor Utility WITHOUT 61B Factory Option SKU : C399K4 car 137 and 138	2.00 EA	0.00	0.00

#	Item Description	Qty	Rate	Amount
55	Whelen Cencorn Core Amplifier Control Module SKU : C399 car 137 and 138	2.00 EA	1,250.00	2,500.00
56	Whelen Core controller 8 push buttons, 4 position slide switch, 7 position rotary knob and traffic advisor buttons SKU : CCTLS car 137 and 138	2.00 EA	0.00	0.00
57	Whelen WeCanX 16 Output Expansion Module SKU : CEM16 car 137 and 138	2.00 EA	228.80	457.60
58	Whelen compact 100 Watt Composite Speaker SKU : SA315U car 137 and 138	2.00 EA	229.00	458.00
59	Whelen SA315 Mount Kit for 20-25 Utility Interceptor Driver Side SKU : SAK66D car 137 and 138	2.00 EA	40.80	81.60
60	Whelen ION T-Series Linear DUO Blue/White SKU : TL12E license plate car 137 and 138	4.00 EA	156.00	624.00
61	Whelen ION-T Series Linear DUO Red/Blue SKU : TL12J undergate x2 car 137 and 138	4.00 EA	156.00	624.00
62	Whelen ION Duo Red/Blue SKU : 12J rear window and rear side windows car 137 and 138	8.00 EA	160.80	1,286.40
63	Whelen ION T-Series Linear DUO Blue/White SKU : TL12E side push car 137 and 138	2.00 EA	156.00	312.00
64	Whelen ION T-Series Linear DUO Blue/White SKU : TL12E side push car 137 and 138	2.00 EA	156.00	312.00
65	Whelen ION Duo Blue/White SKU : 12E front push car 137 and 138	2.00 EA	160.80	321.60
66	Whelen ION Duo Red/White SKU : 12D front push car 137 and 138	2.00 EA	160.80	321.60
67	Sound Off Taillight Flasher for 16-25 Utility Interceptor SKU : ETFFUT-16 car 137 and 138	2.00 EA	129.50	259.00
68	Whelen 6" round dome light, red/white SKU : 60CREGCS officer area car 137 and 138	2.00 EA	86.00	172.00
69	Whelen 3" Round LED compartment light, white SKU : 35COCDCR prisoner area car 137 and 138	2.00 EA	75.20	150.40

#	Item & Description	Qty	Rate	Amount
70	Westin Equipment Installation Case for SETINA Rear Cargo Partition with CUTOUT for 20-25 PIU SKU : 800-0101 car 137 and 138	2.00 EA	332.96	665.92
71	Westin Tablet & Keyboard Mount w/ Two Telescoping Posts and Universal Display Bracket SKU : 500-0006 car 137 and 138	2.00 EA	454.91	909.82
72	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02 car 137 and 138	2.00 EA	752.71	1,505.42
73	Gamber Johnson Faceplate for Kenwood TK8360 SKU : 7140-0345 car 137 and 138	2.00 EA	30.18	60.36
74	Gamber Johnson Faceplate for Whelen Cencorn SKU : 7160-0339 car 137 and 138	2.00 EA	22.64	45.28
75	Tiger Tough Drivers bucket seat for 20-25 Ford Utility Interceptor in Black SKU : T52217BLK car 137 and 138	2.00 EA	197.47	394.94
76	Havis Charge Guard battery saver/timer SKU : CG-X car 137 and 138	2.00 EA	90.95	181.90
77	MNJ 6 In 1 Sharkfin Antenna 2XLTE SKU : MNJ14223478 car 137 and 138	2.00 EA	290.00	580.00
78	Setina Tall Man Partition for SUV with recess panel, coated polycarb SKU : 10-VS-RP-TM car 137 138 will be reusing from car 124	1.00 EA	908.65	908.65
79	Setina Stand Alone OEM Replacement Transport Seat, with #12 Coated Polycarbonate Cargo Partition, Center Pull Seat Belt for 20-25 Utility Interceptor SKU : QK0566ITU20 car 137 138 will be reusing from car 124	1.00 EA	1,401.65	1,401.65
80	Setina Aluminum Push Bumper for SUV SKU : PB400SUV car 137 and 138	2.00 EA	475.15	950.30
81	Able 2 Multi Accessory Outlet with USB Port SKU : 14.0434 car 137 and 138	2.00 EA	42.84	85.68
82	Two way radio antenna and cable SKU : Antenna car 137 and 138	2.00 EA	125.00	250.00
83	Data control harness and cables SKU : Data Control car 137 and 138	2.00 EA	175.00	350.00

#	Item Description	Qty	Rate	Amount
84	Misc. wires, connectors, supplies and hardware SKU : Misc. wires car 137 and 138	2.00 EA	375.00	750.00
85	Labor - vehicle upfit SKU : Labor - vehicle upfit new car 137 and 138 upfit	2.00	3,700.00	7,400.00
Sub Total				57,610.74
Shipping charge				2,900.00
Total				\$60,510.74

Notes

Thank you for your business !!

****Remit to/Mailing Address****

12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days

RCA 24-188-9/9
Final

GROUND LEASE

Dated: _____, 2024

between

CITY OF MEDINA, OHIO,
as Landlord

and

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.,
as Tenant

(Helicopter Crew Site and Ancillary Single T-Hangar Space)

GROUND LEASE

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	2
<u>Definitions</u>	2
ARTICLE II	3
<u>Rent</u>	3
<u>Section 2.1</u> <u>Base Rent</u>	3
<u>Section 2.2</u> <u>Place of Payments</u>	3
<u>Section 2.3</u> <u>Delinquent Payment; Handling Charges</u>	3
ARTICLE III	4
<u>Term</u>	4
<u>Section 3.1</u> <u>Initial Term</u>	4
<u>Section 3.2</u> <u>Extension</u>	4
ARTICLE IV	4
<u>Ownership of Improvements; Additional Improvements</u>	4
<u>Section 4.1</u> <u>Ownership of Improvements</u>	4
<u>Section 4.2</u> <u>Additional Improvements</u>	4
ARTICLE V	4
<u>Uses and Conduct of Business</u>	4
<u>Section 5.1</u> <u>Purposes</u>	4
<u>Section 5.2</u> <u>Prohibited Purposes</u>	5
<u>Section 5.3</u> <u>No Exclusive Rights</u>	5
<u>Section 5.4</u> <u>No Discrimination</u>	5
<u>Section 5.5</u> <u>Tenant's Responsibility</u>	6
<u>Section 5.6</u> <u>Conduct of Business, Etc</u>	6
<u>Section 5.7</u> <u>Hazardous Materials; Indemnity</u>	6
<u>Section 5.8</u> <u>Rules and Regulations</u>	7
ARTICLE VI	7
<u>Impositions</u>	7
<u>Section 6.1</u> <u>Payment by Tenant</u>	7

<u>Section 6.2</u>	<u>Landlord's Obligations</u>	7
<u>Section 6.3</u>	<u>Right to Contest</u>	7
<u>Section 6.4</u>	<u>Separate Assessments</u>	8
<u>Section 6.5</u>	<u>No Joinder in Proceedings</u>	8
ARTICLE VII		8
<u>Insurance</u>		8
<u>Section 7.1</u>	<u>Liability Insurance</u>	8
<u>Section 7.2</u>	<u>Insurance; Hangar Keeper's Insurance Coverage</u>	8
<u>Section 7.3</u>	<u>Public Liability Insurance</u>	9
<u>Section 7.4</u>	<u>Violation</u>	9
<u>Section 7.5</u>	<u>Type of Policies</u>	9
<u>Section 7.6</u>	<u>Tenant as Insured</u>	9
<u>Section 7.7</u>	<u>Blanket Policies</u>	9
<u>Section 7.8</u>	<u>Waiver</u>	9
ARTICLE VIII		10
<u>Services to, and Repairs and Maintenance of, the Premises</u>		10
<u>Section 8.1</u>	<u>Landlord Obligations</u>	10
<u>Section 8.2</u>	<u>Tenant Obligations</u>	10
<u>Section 8.3</u>	<u>Tenant's Neglect</u>	10
<u>Section 8.4</u>	<u>Triple Net Lease</u>	10
ARTICLE IX		10
<u>Compliance with Laws</u>		10
<u>Section 9.1</u>	<u>Tenant's Covenant</u>	10
<u>Section 9.2</u>	<u>Right to Contest</u>	11
ARTICLE X		11
<u>Liens</u>		11
<u>Section 10.1</u>	<u>No Liens</u>	11
<u>Section 10.2</u>	<u>Discharge of Liens</u>	11
<u>Section 10.3</u>	<u>No Landlord Privity</u>	11
ARTICLE XI		11
<u>Right to Perform Covenants</u>		11
<u>Section 11.1</u>	<u>Landlord's Rights as to Insurance</u>	11
<u>Section 11.2</u>	<u>Landlord's Rights as to Impositions</u>	12
<u>Section 11.3</u>	<u>Tenant's Lack of Diligence</u>	12
<u>Section 11.4</u>	<u>Additional Rent</u>	12
ARTICLE XII		12

<u>Entry on Property by Landlord</u>	12
ARTICLE XIII	12
<u>Indemnification</u>	12
ARTICLE XIV	13
<u>Damage or Destruction</u>	13
<u>Section 14.1 Substantial</u>	13
<u>Section 14.2 No Rent Abatement</u>	13
<u>Section 14.3 Restoration</u>	13
ARTICLE XV	13
<u>Condemnation</u>	13
<u>Section 15.1 Eminent Domain</u>	13
<u>Section 15.2 Substantial</u>	14
<u>Section 15.3 Payment of Proceeds</u>	14
<u>Section 15.4 Restoration</u>	14
<u>Section 15.5 Reduction</u>	14
<u>Section 15.6 Notice</u>	15
ARTICLE XVI	15
<u>Conditional Limitations - Default Provisions</u>	15
<u>Section 16.1 Tenant Events of Default</u>	15
<u>Section 16.2 Surrender of Premises</u>	16
<u>Section 16.3 Reletting</u>	16
<u>Section 16.4 Landlord's Recovery</u>	16
<u>Section 16.5 Landlord Events of Default</u>	16
<u>Section 16.6 Remedies Cumulative</u>	17
ARTICLE XVII	17
<u>Condition of Property; Quiet Enjoyment</u>	17
<u>Section 17.1 No Landlord Warranty</u>	17
<u>Section 17.2 Landlord Representations</u>	17
ARTICLE XVIII	17
<u>Surrender of Premises</u>	17
<u>Section 18.1 Delivery of Possession</u>	17
<u>Section 18.2 Removal of Buildings and Improvements</u>	17
<u>Section 18.3 Non-Removal</u>	18
ARTICLE XIX	18

<u>Assignment of Tenant's Interest; Mortgages</u>	18
<u>Section 19.1 Transfers; Consent</u>	18
<u>Section 19.2 Environmental Condition on Assignment</u>	19
<u>Section 19.3 Mortgages</u>	19
 ARTICLE XX.....	19
<u>Statements, Records, Accounts, and Audit</u>	19
 ARTICLE XXI.....	19
<u>Notices</u>	19
 ARTICLE XXII.....	20
<u>Miscellaneous</u>	20
<u>Section 22.1 Whole Agreement</u>	20
<u>Section 22.2 Strict Performance</u>	20
<u>Section 22.3 Memorandum of Lease</u>	20
<u>Section 22.4 Entire Agreement</u>	20
<u>Section 22.5 Captions</u>	20
<u>Section 22.6 Invalidity</u>	20
<u>Section 22.7 Governing Law</u>	20
<u>Section 22.8 Binding Effect</u>	21
<u>Section 22.9 Time</u>	21

GROUND LEASE

THIS GROUND LEASE made and entered into as of the ____ day of _____, 2024, by and between **CITY OF MEDINA, OHIO**, a municipal corporation organized and operated under the laws of the State of Ohio (“Landlord”), having an address at 132 North Elmwood Avenue, Medina, Ohio 44256, and **UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.**, an Ohio non-profit corporation (“Tenant”), having an address at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122.

WITNESSETH:

WHEREAS, Landlord is the owner of certain land located at the Medina Municipal Airport (the “Airport”) in Sharon Township, Medina County, Ohio, more particularly described or depicted on Exhibit “A” attached hereto (hereinafter referred to as the “Premises”);

WHEREAS, Tenant is leasing from a third party the modular building (the “Modular Building”) currently situated upon a portion of the Premises which is used as the crew headquarters for Tenant’s helicopter medivac operations at the Airport;

WHEREAS, Tenant is currently using or desires to use a single T-hangar space (the “UH T-Hangar”) located within a multiple T-hangar building at the Airport owned by Landlord, which is also described or depicted on Exhibit “A” and which UH T-Hangar is to be included as part of the Premises;

WHEREAS, Tenant previously occupied the Premises, directly or indirectly, pursuant to an existing lease dated June 26, 2012, which existed between Flight Services of Medina, a Division of Olson Products, as Lessee and the Landlord, as City, but which existing lease is being or has been terminated and is being replaced hereby as of the Rent Commencement Date;

WHEREAS, Landlord, in furtherance of carrying out its public purpose in the ownership and operation of the Airport desires to grant a new ground lease to Tenant and Tenant desires to obtain a new ground lease of the Premises for the purposes herein stated;

NOW, THEREFORE, Landlord and Tenant, intending to be legally bound hereby, do agree that Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved on the part of the Tenant to be paid, kept and performed, does hereby demise and lease unto Tenant, and Tenant does hereby take and hire from Landlord, all such interest of Landlord in and to the Premises for the uses and purposes hereinafter set forth and upon the following covenants, agreements, terms, provisions, conditions and limitations:

ARTICLE I

Definitions

For the purpose of this Lease, unless the context otherwise clearly requires:

(a) The term "Air Operator", as used herein, shall mean the FAA certificated aviation company providing the helicopter(s), pilots and mechanics under agreement with Tenant to provide Tenant with air transportation services staged at the Premises.

(a) The term "Base Rent", as used herein, means that portion of the Rent specified in Section 2.1 hereof.

(b) The term "Event of Default", as used herein, means any event set forth in paragraphs (a) or (b), inclusive, of Section 16.1 hereof.

(c) The term "Field Market Rent", as used herein means the base rent per square foot of land charged by the Landlord on an annualized basis for five (5) year ground leases. The per square foot rate is determined in good faith by Landlord based upon a review of market conditions at the Airport and the rates charged upon ground leases entered into by the Landlord or which have had rent adjustments within the past eighteen (18) month period.

(d) The term "Imposition", as used herein, means any tax, assessment, ad valorem real property tax, excise, levy, license or permit fee or other governmental charge, general and specific, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on (a) the Premises or any part thereof, or (b) the rent, income or other payments received by Tenant or anyone claiming by, through or under Tenant, or (c) any use or occupation of the Premises or any part thereof.

(e) The term "Institution", as used herein, means a savings bank, bank, trust or insurance company, pension fund (whether or not managed by a state agency), or lending institution authorized to make mortgage loans and supervised or regulated by the United States of America or any state thereof.

(f) The term "Landlord", as used herein, means City of Medina, Ohio, its successors or assigns.

(g) The term "Lease Year", as used herein, means a period of twelve (12) full consecutive months commencing upon the Rent Commencement Date.

(h) The term "Manager" as used herein, means any manager of the Airport operations as designated by the Landlord from time to time.

(i) The term "Premises", as used herein, means real property described on Exhibit "A" attached hereto and made a part hereof.

(j) The term "Rent", as used herein, means the sum of the Base Rent and such other sums as are payable to Landlord in accordance with the terms hereof.

(k) The term "Rent Commencement Date", as used herein, shall mean _____, 2024.

(l) The term "Tenant", as used herein, means University Hospitals Health System, Inc.

(m) The term "Term", as used herein, means the period of time described in Section 3.1 hereof, or if applicable, any extension term referenced in Section 3.2 hereof which has been exercised. The "Initial Term" is five (5) years from the Rent Commencement Date.

ARTICLE II

Rent

Section 2.1 Base Rent. As part of Rent, Tenant shall pay to Landlord Seventy-Two Thousand Dollars (\$72,000.00), as Base Rent for the Premises, during the Term, payable in advance in sixty (60) monthly installments each in the amount of One Thousand Two Hundred Dollars (\$1,200.00) with the first due on the Rent Commencement Date and successive monthly installments due on the first day of each and every month thereafter during the Term.

Section 2.2 Place of Payments. Tenant shall make payment of each installment of Rent, without notice or demand, to Landlord in lawful money of the United States of America at Landlord's offices which, until Tenant shall be otherwise notified in writing by Landlord, shall be ATTN: Airport Manager, Medina Municipal Airport, 2050 Medina Road, Medina, Ohio 44256. All such payments of Rent, except as otherwise provided herein, shall be made without deduction, counterclaim, abatement, suspension, deferment, defense, diminution or setoff for any reason whatsoever.

Section 2.3 Delinquent Payment; Handling Charges. In the event Tenant is more than ten (10) days late in paying any amount of Rent or any other payment due under this Lease, then without the need for any further notice to Tenant, Tenant shall pay Landlord, within ten (10) business days of Landlord's written demand therefor, a late charge equal to five percent (5%) of the delinquent amount. In addition, any amount due from Tenant to Landlord hereunder which is not paid within thirty (30) days of the date due shall bear interest at a monthly rate of one and one-half percent (1.5%). The payment of such late charge or interest by Tenant shall not constitute a waiver of any default by Tenant hereunder.

ARTICLE III

Term

Section 3.1 Initial Term. The covenants, conditions and obligations of the parties under this Lease and possessory rights hereunder shall become effective upon the Rent Commencement Date and shall continue for five (5) years.

Section 3.2 Extension. Tenant may extend the Initial Term of this Lease for one (1) additional period of three (3) years, and a subsequent additional period of two (2) years upon the same terms and conditions herein contained, provided, however, that Base Rent for each such renewal period shall be the shall be the Field Market Rent determined at the commencement of such renewal period multiplied by the number of years in the renewal period. Each option shall be exercised upon written notice received by Landlord not later than ninety (90) days prior to the expiration of the then existing Term of this Lease as it would expire without such an extension. Tenant's right to extend shall terminate if this Lease or Tenant's right to occupy the Premises shall be terminated on default of Tenant or as otherwise provided herein.

ARTICLE IV

Ownership of Improvements; Additional Improvements

Section 4.1 Ownership of Improvements. It is understood the Modular Building is not owned by Landlord and is owned by Tenant or a third-party providing the use of same to Tenant. The UH T-Hangar is owned by Landlord and including as part of the Premises leased to Tenant "AS IS" and without warrant whatsoever. Upon termination or expiration of the Term other than in the event of Tenant default, ownership of buildings and improvements shall be determined by reference to Article XVIII.

Section 4.2 Additional Improvements. Tenant shall not make any additional improvements upon the Premises, nor shall Tenant materially alter the exterior of any existing improvements upon the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. All additional improvements and/or alterations under this section shall be made in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, codes and ordinances.

ARTICLE V

Uses and Conduct of Business

Section 5.1 Purposes. Tenant shall use and occupy the Premises solely for the following purposes and none others: (a) operation, staging and parking of a single medivac helicopter (the "Helicopter") provided for service to Tenant by Tenant's Air Operator and operated solely by Tenant's Air Operator for the transport of health care related patients on behalf of Tenant; (b)

service and maintenance of the Helicopter; (c) storage of necessary items in support of the operation of the medivac hospital (not, however, including fuel or fuel storage; provided, however, Tenant may maintain means approved by the Manager to transport jet fuel for the Helicopter from the jet fuel A facility by means of a bowser); and (d) office purposes in direct support of only the foregoing purposes. In the event Tenant has the Helicopter provided by Tenant's Air Operator for the above purposes that is inside the adjacent helicopter maintenance hangar undergoing maintenance and/or repair, Tenant may during the period of maintenance and repair have a substitute operable Helicopter at the Premises for operation by the Tenant's Air Operator for air transport of health care related patients on behalf of Tenant. In connection with the air transport of health-related patients on behalf of Tenant, Tenant's Air Operator may have an ambulance provided, owned and operated by Tenant's Air Operator (the "Tenant Ambulance") at the Premises subject to any rules and regulations or dictates of the Airport manager pertaining to the parking of vehicles at the Airport.

It is understood that the UH T-Hangar is included as part of the Premises as an accommodation to Tenant. Landlord reserves the right to recapture the UH T-Hangar in the event Landlord elects to either (1) demolish the building of which the UH T-Hangar is a part or (2) renovate the building of which the UH T-Hangar is a part, or (3) is needed for other aircraft storage by reason of demand therefor at the Airport. Landlord will give Tenant ten (10) business days' notice of recapture of the UH T-Hangar. Base Rent shall not be reduced by reason of any such recapture of the UH T-Hangar. In the event the UH T-Hangar is recaptured Landlord will, or will cause the Airport Manager to, cooperate with Tenant to explore alternate options for accommodating the need for staging/storage of the Tenant Ambulance.

Section 5.2 Prohibited Purposes. In addition to other uses that are prohibited, Tenant shall not use or occupy the Premises or any part thereof, nor permit any portion of the Premises to be used, for any of the following purposes: (a) service or maintenance on any aircraft or aircraft component not owned by Tenant other than the Helicopter; (b) outside storage of aircraft or other items other than the Helicopter (for example, "tie-downs" of other aircraft at the Premises are not permitted) and temporary parking of an ambulance servicing the medivac operations provided the same is permitted under FAA rules and regulations and any Airport rules and regulations (including, but not limited to any minimum standards for aeronautical activity adopted by the Airport); (c) fueling of any aircraft other than Jet A fueling of the Helicopter utilizing a bowser to obtain Jet A fuel from the fuel farm located at the Fix Base Operator premises at the Airport; and (d) any use that is not specifically authorized in Section 5.1 above.

Section 5.3 No Exclusive Rights. It is agreed between the parties hereto that Tenant will not grant to any person, firm or corporation or permit any persons, firms or corporations to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or carrying on of any other exclusive right forbidden by 49 United States Code, Section 40103(e). It is specifically agreed that nothing herein contained shall be construed as granting or authorizing the granting of any exclusive right within the meaning of such Section of said Federal Aviation Act.

Section 5.4 No Discrimination. In Tenant's use of, and operations in connection with, the Premises during the term of this Lease and any and all renewals thereof, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or

national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Tenant agrees that in the sale of goods, or rendering of services to the public, it will sell or furnish such goods or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and that it will charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rates or price reductions to volume users or purchasers. Nothing herein is intended to infer or be construed as expanding the purposes for which Tenant may use the Premises.

Section 5.5 Tenant's Responsibility. Except as otherwise provided in this Ground Lease, Tenant's use and occupancy of the Premises shall be at its sole cost and expense.

Section 5.6 Conduct of Business, etc. Tenant shall (a) conduct its business and operate the Premises at all times in a reasonable, safe and reputable manner, (b) keep or cause to be kept the Premises and improvements thereon, including entry ways, signage, graphics, and exterior and interior portions of doors, windows and other glass and plate glass fixtures thereon, in a neat, clean, sanitary and attractive condition, and (c) not unreasonably interfere with, hinder or obstruct Landlord's operations or other Tenants of Landlord on adjacent or nearby property.

Section 5.7 Hazardous Materials; Indemnity. (a) Tenant shall conduct its business and shall cause all persons occupying all or any portion of the Premises and all of their respective agents, employees, contractors and invitees to act in such a manner as to (i) not release or permit the release of any Hazardous Material, and (ii) not create any nuisance or unreasonable interference with or disturbance of other tenants of the Project or Landlord in its management of the Project. "Hazardous Material" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises is located or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen. The foregoing is not intended to prohibit the proper use of fuel for the Helicopter operations otherwise in compliance with this Lease.

(b) In addition to any other indemnity contained in this Lease, Tenant hereby shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses and costs arising from or asserted in connection with: (i) Tenant's breach of any of the covenants set forth in this Section 5.7, and/or (ii) to the extent caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant, the presence on, under, or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises, the building, the land surrounding, the atmosphere, or any watercourse, body of water or ground water, of any Hazardous Material. The undertaking and indemnification set forth in this Section

5.7 shall survive the termination of this Lease and shall continue to be the personal liability and obligation of Tenant.

Section 5.8 Rules and Regulations. Tenant shall comply with all rules and regulations issued by Landlord or by the Manager with the consent of the Landlord, including, but not limited to regulations concerning signage, parking, minimum standards of operation, architectural and aesthetic, security, safety, and operations. In addition, Tenant understands that Landlord receives funds from FAA administered financial assistance programs and is subject to various grant assurances ("Grant Assurances") in connection therewith. This Lease is subject to the Grant Assurance and any rules or regulation adopted by the Landlord requiring Tenant's compliance with requirements dictated by the Grant Assurances as applicable to Tenant or Tenant's operations at the Airport.

ARTICLE VI

Impositions

Section 6.1 Payment by Tenant. Tenant shall pay, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all pro-rata Impositions related to the Premises during the Term; provided, however, that if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition) Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the Term as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, further, however, that the amount of all installments of any such Imposition which are to become due and payable after the expiration of the Term shall be paid on or before the date of such expiration. It is further provided that any Imposition, other than Impositions which have been converted into installment payments by Tenant as aforesaid relating to a fiscal period of the taxing authority, a part of which period is included in a period of time after the expiration of the Term, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect to or become a lien upon the Premises or shall become payable during the Term) be apportioned between Landlord and Tenant as of the expiration of the Term.

Section 6.2 Landlord's Obligations. Nothing herein contained shall require Tenant to pay municipal, state, county, or federal income taxes assessed against Landlord, or any municipal, state, county, or federal capital, levy, succession, or transfer taxes of Landlord.

Section 6.3 Right to Contest. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 6.1 hereof, Tenant may postpone or defer payment of such Imposition if neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings the

payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

Section 6.4 Separate Assessments. Landlord shall use reasonable efforts to obtain real estate tax assessments for the Premises which are segregated from the remainder of Landlord's properties. In the event that such segregated assessments are obtained, Landlord shall cooperate with Tenant in requesting the appropriate public authorities to send all notices relating to Impositions directly to Tenant during the Term; Tenant shall promptly deliver to Landlord copies of all such notices received by Tenant.

Section 6.5 No Joinder in Proceedings. Landlord shall not be required to join in any proceedings referred to in Section 6.3 hereof unless the provisions of any law, rule, or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, in which case Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify, protect, and save harmless Landlord from any such costs and expenses. Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

ARTICLE VII

Insurance

Section 7.1 Liability Insurance. Tenant shall, in addition to any other insurance required to be maintained by Tenant under the provisions of this Article VII, beginning with the commencement of the Term, maintain standard contractual liability insurance covering Tenant's indemnification of Landlord as provided in Article 13 hereof with limits of not less than those provided for in Section 7.3 hereof.

Section 7.2 Insurance; Hangar Keeper's Insurance Coverage. Tenant shall keep the Premises, together with any alterations, additions or improvements thereon (including but not limited to the Crew Building thereon) and all fixtures, contents, personal property and equipment contained therein and belonging to Tenant or Tenant's sublessees insured during the Term against loss or damage by perils insured under extended coverage policy and any such other risks and casualties for which insurance is customarily provided for improvements of similar character in an amount not less than the greater of (a) eighty percent (80%) of the current full replacement value of such property or (b) the outstanding principal balance existing from time to time of any indebtedness secured by a lien upon the Tenant's leasehold interest in the Premises. In addition, Tenant shall maintain (i) Hangar Keeper's Liability Insurance with respect to any aircraft storage uses in such amounts as will adequately protect against loss or casualty to aircraft stored in any hangar, and (ii) property and casualty insurance coverage for the full value of property housed or stored at any time in or about the Premises and/or the UH T-Hangar. Tenant agrees that Landlord shall have no responsibility for loss of or damage to any property, including but not limited to, personal property or fixtures, kept at or about the Premises or UH T-Hangar whether owned by Tenant or any invitee or licensee of Tenant.

Section 7.3 Public Liability Insurance. Tenant shall maintain during the Term comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring on or in the Premises, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00), or the equivalent thereof. Notwithstanding the foregoing and without regard to whether Tenant is financing any portion of the Premises, at no time shall the aforesaid limits be less than the minimum limits from time to time recommended by Landlord's insurance advisor.

Section 7.4 Violation. Tenant shall not knowingly violate or knowingly permit to be violated any of the conditions or provisions of any policy provided for in this Article VII.

Section 7.5 Type of Policies. All insurance provided for in this Article VII shall be affected under valid and enforceable policies issued by insurers rated at least "A" by Best's Rating Guide which are licensed to do business in the State of Ohio. If at any time the said Rating Guide shall cease to be published, there shall be substituted therefor the most similar rating guide then published. Insurer certified duplicates or originals of such policies bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord at Landlord's written request. Notwithstanding the forgoing provisions of this Section 7.5, in the event Tenant in the ordinary course of its business and having sufficient financial wherewithal regularly self-insures risks of the nature as would be covered by the policies of insurance required in this Article VII via self-insurance policies, Tenant may do so. Upon request by Landlord, Tenant shall provide reasonable substantiation of its capacity to self-insure.

Section 7.6 Tenant as Insured. All policies of insurance and self-insurance provided for in Sections 7.1 and 7.3 hereof shall name Tenant as an insured. Such policies shall also name Landlord as an additional insured. Each such policy shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord. The loss, if any, under any policies provided for in Section 7.2 hereof shall be adjusted with the insurance companies by Tenant; the proceeds of any such insurance, as so adjusted, shall be payable to Tenant for the purposes set forth in Article XIV hereof.

Section 7.7 Blanket Policies. Any insurance provided for in this Article VII may be affected by a policy or policies of blanket insurance; provided, however, that the amount of the total insurance allocated to the Premises shall be such as to furnish the equivalent of separate policies in the amounts herein required; and provided further that in all other respects, any such policy or policies shall comply with all other provisions of this Article VII.

Section 7.8 Waiver. Tenant and Landlord hereby mutually waive to the fullest extent permitted by law any right of subrogation that either of their respective insurance carriers may have from time to time against the other party hereto, said party's directors, officers, employees, agents, tenants and visitors and their respective heirs, personal representatives, and assigns. For the purposes of this Section 7.8, Tenant and Landlord will cause to be delivered to each other certificates issued by their respective insurance carriers acknowledging the foregoing waiver by them of such right of subrogation.

ARTICLE VIII

Services to, and Repairs and Maintenance of, the Premises

Section 8.1 Landlord Obligations. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations, additions, or improvements in or to the Premises. Landlord shall use reasonable efforts to cause its Airport Manager to reasonably maintain common areas such as runways, common taxiways, access roadways, security gates and fencing, and equipment owned by the Landlord at the Airport necessary for aeronautical operations conducted at the Airport.

Section 8.2 Tenant Obligations. Tenant shall furnish at its sole cost and expense all services and facilities and make any repairs or alterations, additions, or improvements on or to the Premises which are necessary to maintain the Premises in good condition and repair and in slightly condition, all in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, rules and ordinances. Without limiting the foregoing, Tenant shall take good care of and make necessary repairs, structural or otherwise, to the Premises, and the buildings, fixtures, equipment and furnishings thereon, roadways and parking areas thereon, utility lines and the appurtenances thereto.

Section 8.3 Tenant's Neglect. In the event that after thirty (30) days prior written notice Tenant refuses or neglects to make the repairs and perform the maintenance specified in Section 8.2 hereof, Landlord shall have the right, but shall not be obligated, to make such repairs and perform such maintenance on behalf of and for the account of Tenant. In the event that Landlord shall make such repairs and perform such maintenance, such work shall be paid for by Tenant at cost plus ten percent (10%) for Landlord's overhead and supervision.

Section 8.4 Triple Net Lease. The parties intend that this Lease be a "triple net lease," meaning that Tenant shall pay all real estate taxes, all special assessments (if any), all insurance premiums, and without limitation each and every other cost and expense pertaining to Tenant's use and possession of the Premises and maintenance and repair thereof and all buildings or improvements thereon.

ARTICLE IX

Compliance with Laws

Section 9.1 Tenant's Covenant. Tenant shall promptly comply with or shall cause each occupant of the Project and Premises to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to the use or manner of use of the Premises or any part thereof.

Section 9.2 Right to Contest. Tenant shall have the right to contest by appropriate proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 9.1 hereof. If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien of any kind against the Premises or Tenant's leasehold interest therein and without subjecting Landlord to any criminal liability for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding, provided that Tenant prosecutes the contest with due diligence. Landlord shall join in any proceedings referred to in this Section 9.2 if the provisions of any applicable law, rule, or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, provided that Tenant shall advance all costs and expenses to be incurred as a result.

ARTICLE X

Liens

Section 10.1 No Liens. Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Under no circumstances shall the interest of Landlord in and to the Premises be subject to liens for improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Tenant.

Section 10.2 Discharge of Liens. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant shall with all due diligence cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

Section 10.3 No Landlord Privity. Nothing in this Lease shall be deemed or construed in any way as constituting the request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof.

ARTICLE XI

Right to Perform Covenants

Section 11.1 Landlord's Rights as to Insurance. If Tenant shall at any time fail to pay for or maintain any of the insurance policies provided for in Article VII hereof or cause the same to be done, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving or

releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) pay for and maintain any of the insurance policies provided for in Article VII hereof. Tenant may, at its election, replace any such insurance so obtained by Landlord with substitute policies which satisfy the requirements of Article VII.

Section 11.2 Landlord's Rights as to Impositions. If Tenant shall at any time fail to make payment of any Imposition as and when required in Article VII hereof, then Landlord, after thirty (30) days' prior written notice to Tenant, and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any such payment as provided for in Article VI hereof.

Section 11.3 Tenant's Lack of Diligence. If Tenant shall at any time fail to make any payment or perform with due diligence any other act on its part to be made or performed under the terms the Lease, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any payment or perform any other act on Tenant's part to be made or performed.

Section 11.4 Additional Rent. All sums paid by Landlord pursuant to this Article XI and all costs and expenses incurred by Landlord in connection with the performance of any such act shall constitute additional Rent payable by Tenant under this Lease within ten (10) business days after demand.

ARTICLE XII

Entry on Property by Landlord

Landlord shall have the right to enter the Premises at all reasonable times. Except in the event of an emergency, Landlord shall endeavor to provide twenty-four (24) hour advance notice of entry.

ARTICLE XIII

Indemnification

Tenant shall indemnify, protect and save harmless Landlord and Landlord's trustees, officers, and employees, and their respective heirs, personal representatives, successors and assigns from and against all liabilities, damages, penalties, claims, costs and expenses, including reasonable architect's and attorney's fees, which may be imposed upon or incurred by, or asserted against them, or any of them, arising out of or in connection with any intentional, willful or negligent act of Tenant or its sublessees during the period of Tenant's use and/or occupancy of the Premises, or otherwise arising out of any failure by Tenant to perform or comply with the terms hereof, or to cause its sublessees' or subtenants' agents, employees or assigns to perform and comply with the covenants, agreements, terms or conditions contained herein which are to be performed or complied with by Tenant.

ARTICLE XIV

Damage or Destruction

Section 14.1 Substantial. In the event of casualty to the Premises or Modular Building resulting in damage or destruction exceeding in the aggregate fifty percent (50%) of the then replacement cost thereof, Tenant shall have the option of (a) restoring, repairing, replacing, rebuilding or altering the Premises or Modular Building or (b) terminating this Lease by written notice to Landlord given within thirty (30) days after such damage or destruction accompanied by payment to Landlord of the Rent and other charges payable by Tenant under this Lease to the date of such termination.

Section 14.2 No Rent Abatement. Except as provided in Section 14.1 hereof, no damage to or destruction of the Premise, the Modular Building, or any part thereof by fire or other casualty shall terminate or permit Tenant to surrender this Lease, or shall relieve Tenant from its liability to pay the Rent and other charges payable under this Lease.

Section 14.3 Restoration. In case of the damage to or destruction of the Premises or any part thereof by fire or other casualty, subject to the rights of the mortgagee, if any, the rights of Landlord and Tenant to share in the proceeds, if any, of casualty insurance with respect to the Premises shall be as follows and in the following order of priority:

(a) If Tenant shall restore, repair, replace, or rebuild Premises and Modular Building as nearly as possible to their values, condition, and character immediately prior to such event, Tenant shall receive all of such proceeds.

(b) If Tenant shall terminate this Lease in accordance with the provisions of Section 14.1 hereof, there shall first be set aside for the benefit of Landlord an amount necessary to demolish or repair (in Landlord's discretion) any improvements made to the Premises including but not limited to the Modular Building, which have suffered casualty and, if not repaired, remove them from the land. Tenant shall next be entitled to receive any balance of such proceeds.

(c) Notwithstanding anything to the contrary, any shortfall in insurance proceeds necessary to accomplish the restoration, repair, replacement, rebuilding, or restoration under subsection (a) above or to demolish/remove or repair under subsection (b) above shall be due and payable by Tenant and Landlord shall have the same rights and remedies to recover sums from Tenant in the same manner as available for the recovery of unpaid Rent.

ARTICLE XV

Condemnation

Section 15.1 Eminent Domain. In the event that the Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement

between Landlord and Tenant and those authorized to exercise such right, or shall incur a compensable injury under the eminent domain, the Landlord and Tenant and any person or entity having an interest in the Landlord's or Tenant's share of the award shall have the right to participate in any condemnation proceedings or agreement as aforesaid for the purpose of protecting their respective interests hereunder.

Section 15.2 Substantial. If at any time during the Term title to the whole or substantially all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain, or by agreement between the Landlord and Tenant, and those authorized to exercise such right, this Lease may be terminated by Tenant on the date of such taking and the Rent provided to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, Impositions shall be apportioned only to the extent actually collected by Landlord, and, if uncollected, Landlord shall assign to Tenant any claim to recover such Impositions. For the purposes of this Section 15.2 "substantially all of the Premises" shall be deemed to have been taken if the portion of the Premises not so taken and taking into consideration the amount of the net award available for such purpose, cannot be so repaired or reconstructed as to constitute a complete, usable structure. If this Lease is not terminated by Tenant hereunder, then Tenant shall be entitled to a proportionate abatement of rent equal to the percentage of the Premises which has been taken.

Section 15.3 Payment of Proceeds. In the event of the taking of the whole or substantially all of the Premises, subject to the rights of the mortgagee, if any, the rights of Landlord and Tenant to share in the proceeds of any award received for the Premises upon any such taking or injury shall be as follows and in the following order of priority:

(a) Landlord shall be entitled to a sum equal to the then current fair market value of the land and the UH T-Hangar;

(b) Tenant shall be entitled to a sum equal to the then current fair market value of Tenant's leasehold estate created hereunder, plus improvements (excluding the UH T-Hangar but including the Modular Building if then owned by Tenant) not included in the market value of the land as in (a) above.

Section 15.4 Restoration. If any time during the Term title to less than the whole or substantially all of the Premises shall be taken as aforesaid, Tenant or its sublessees or successors, to the extent that condemnation proceeds, if any, shall be sufficient for the purpose, shall restore, repair, replace, rebuild or alter the Premises as nearly as possible to their value, condition and character immediately prior to such event and subject to the rights of the mortgagee, if any, all of the award or awards collected therefor shall first be applied and paid over toward the cost of such demolition, repair, and restoration. Any balance remaining after payment of such costs of demolition, repairs, and restoration shall be applied and paid over substantially in the same manner and subject to the same conditions as those provided in Section 15.3 hereof as such provisions related to the portion of the Premises so taken.

Section 15.5 Reduction. Except as herein otherwise specifically provided, if title to less than the whole or substantially all of the Premises shall be taken or injured as aforesaid, this Lease shall continue, and Tenant shall continue to pay the Rent and other charges herein reserved with

appropriate abatement based upon the portion of the Premises taken or rendered unusable by the taking.

Section 15.6 Notice. If the temporary use of the whole or any part of the Premises shall be taken by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord, the Term shall not be reduced or affected in any way, Tenant shall continue to pay in full the Rent and other charges herein reserved, without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payment made for such use during the Term, subject to the rights of any mortgagee.

ARTICLE XVI

Conditional Limitations - Default Provisions

Section 16.1 Tenant Events of Default. If any one or more of the following events shall happen:

(a) if default shall be made in the due and punctual payment of Rent when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord to Tenant; or

(b) if default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing paragraph (a), and such default shall not be cured within a period of thirty (30) days after written notice thereof from Landlord to Tenant (except that in connection with a default under subparagraph (b) not susceptible of being cured with due diligence within forty-five (45) days, the time of Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Tenant commences and proceeds diligently to cure the same within the aforesaid forty-five (45) day period and further provided that such period of time shall not be so extended as to subject Landlord to any criminal liability); and

(c) whether or not the same shall have been cured, if Tenant shall have defaulted upon any covenants, agreements, terms, or conditions contained in this Lease (including, but not limited to violations of Landlord's rules and regulations) on more than three (3) occasions in any five (5) year period;

then, and in case of such event under (a), (b) or (c) ("Events of Default"), Landlord at any time thereafter during the continuance of such event or Events of Default may give written notice to Tenant, specifying such event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice or that Landlord may at its election cure such default at Tenant's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate.

Section 16.2 Surrender of Premises. Upon any expiration or termination of this Lease, pursuant to the provisions of Section 16.1 hereof, Tenant shall quietly and peacefully surrender the Premises to Landlord, and Landlord, upon or any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and by summary proceeding, judgment or otherwise, and may have, hold and enjoy the Premises, and all buildings and improvements thereon, and the right to receive all rental income from the Premises. Notwithstanding the foregoing, in the event the Modular Building is not currently owned by Tenant or an affiliate of Tenant and not acquired by the Tenant or an affiliate of Tenant at the date of expiration or termination pursuant to the provisions of Section 16.1, the owner of the Modular Building will be permitted to promptly remove the Modular Building provided it repairs all damage to the remaining Premises, caps all utilities and restores the site to a level, properly soil compacted, buildable condition with sod, or seeded topsoil.

Section 16.3 Reletting. At any time or from time to time after expiration or termination pursuant to the provisions of Section 16.1 hereof, Landlord may rent the Premises or any part thereof not then being occupied by any of the above-referenced parties in the name of Landlord or otherwise for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive all rental income of and from the Premises.

Section 16.4 Landlord's Recovery. In the event of any such expiration or termination by reason of Tenant's default, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to Landlord and Landlord shall recover from Tenant, the Rent for the entire Term then in effect reduced, however, to present value using a three percent (3%) discount rate, and all other charges required to be paid by Tenant, together with all repossession costs, brokerage commissions, legal expenses (including reasonable attorneys' fees), and expenses of preparation for reletting. The Modular Building shall be addressed in the same manner as provided upon surrender under Section 16.1.

Section 16.5 Landlord Events of Default. If substantial and material default shall be made by Landlord in the performance of or compliance with any of the material covenants, agreements, terms, or conditions contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord;

Then and in any such event ("Events of Default") Tenant at any time thereafter during the continuance of such event or Events of Default may give written notice to Landlord, specifying such event or Events of Default and stating that this Lease shall terminate on the date specified in such notice or that Tenant may at its election cure such default at Landlord's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease shall terminate unless the Landlord shall have cured same within said forty-five (45)-day period; (except that in connection with a default not susceptible of being cured with due diligence within forty-five (45) days, the time of Landlord within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Landlord commences promptly and proceeds diligently to cure the same and further provided that such period of time shall not be so extended as to subject Tenant to any criminal liability).

Section 16.6 Remedies Cumulative. The rights of the Landlord upon default as aforesaid are cumulative and are in addition to all others allowed at law or in equity, including but not limited to rights of specific performance.

ARTICLE XVII

Condition of Property; Quiet Enjoyment

Section 17.1 No Landlord Warranty. Except as expressly provided in this Lease, Landlord hereby expressly disclaims any warranties of any nature, expressed or implied, as to the integrity or suitability of the Premises and any other warranties of any nature, expressed, implied or otherwise, except as expressly set forth in the Lease. **TENANT HEREBY ACCEPTS THE PREMISES IN "AS IS" CONDITION.** Tenant represents that it has made complete inspection of the Premises and that it has conclusively determined therefrom that the Premises is suitable for Tenant's intended use thereof.

Section 17.2 Landlord Representations. Landlord represents and warrants that it has the power and authority to enter into this Lease and to grant the tenancy hereby created. If and so long as Tenant pays the Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may, peaceably and quietly have, hold, and enjoy the Premises without interference by Landlord or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease. Notwithstanding the foregoing, Tenant understands and acknowledges that there are tenants and uses of property adjacent to or near the Premises. Landlord shall have no liability for failing to regulate, enforce regulations against, or prevent interference from such uses and tenants.

ARTICLE XVIII

Surrender of Premises

Section 18.1 Delivery of Possession. Upon the expiration or termination of this Lease, Tenant shall immediately deliver to Landlord actual possession of the Premises, free and clear of any and all liens or encumbrances.

Section 18.2 Removal of Buildings and Improvements. Provided Tenant is not in default at the time of expiration or termination of this Lease, Tenant may, at its option and expense, remove Tenant's buildings and improvements; provided, however, the Modular Building must be removed unless Landlord consents otherwise. Removal of Tenant's buildings and improvements shall be concluded not later than the date of termination or expiration and the Premises must be restored to level, safe and clean condition, reseeded and with all utilities appropriately capped or otherwise secured, all in accordance with Landlord's reasonable specifications. Notwithstanding the foregoing, prior to removing the buildings and improvements, Tenant shall give Landlord thirty (30) days written notice of its intention to remove the buildings and improvements. Landlord may, at that time, contact the owner of the modular building Tenant leases from a third party, to discuss transferring the lease to Landlord or otherwise purchasing the modular building.

Section 18.3 Non-Removal. If Tenant has not removed the buildings and improvements in accordance with this Section, then Landlord may at its option, either exercise a right to assume ownership of the same or any part thereof, or may have the same or any part thereof removed and the Premises restored with the reasonable cost thereof due and payable by Tenant.

ARTICLE XIX

Assignment of Tenant's Interest; Mortgages

Section 19.1 Transfers; Consent. Tenant shall not, without the prior written consent of Landlord which shall not be unreasonably withheld, (i) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein or in the Premises or buildings or improvements thereon, whether directly, indirectly or by operation of law, (ii) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity other than a corporation whose stock is publicly traded, permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (A) a change in the current control of Tenant or (B) a transfer of ten percent (10%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other than Tenant (each of the events listed in this Section 19.1 being a "Transfer"). If Tenant requests Landlord's consent to any Transfer, then concurrently with such request, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and the following information about the proposed transferee: name and address; information reasonably satisfactory to Landlord about the proposed transferee's business and business history; its proposed use of the Premises which must not deviate from the Lease; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold consent to any assignment or subletting of the Premises, provided that without intending to limit the reasons for withholding consent the parties agree that it shall be reasonable for Landlord to withhold any such consent if Landlord determines in good faith that (i) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (ii) the proposed transferee is of a character or reputation which reasonably may be of concern to existing or prospective tenants at the Airport, (iii) in Landlord's judgment, the proposed transferee is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Airport or which may create an unsuitable tenant mix at the Airport, or (iv) in Landlord's reasonable judgment, the proposed transferee would (a) create increased burdens upon the Airport facilities, (b) cause potential security problems or additional security concerns at the Airport, or (c) result in a material increase in Landlord's potential liabilities. Landlord may reasonably withhold its consent to all other Transfers in its reasonable discretion. Any Transfer made without Landlord's consent shall be void and at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall reimburse Landlord immediately upon request for all of its reasonable attorneys' and consultants' fees and costs incurred in connection with considering any request for consent to a Transfer, provided

Tenant's reimbursement obligation under this Section 19.1 shall not exceed one (1) month's rent for any single Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

Section 19.2 Environmental Condition on Assignment. As a condition to consideration of or consent to any Transfer, Landlord may require that Tenant demonstrate compliance with the provisions of Section 5.7. Such may include Tenant providing at its expense a Phase I Environmental Report (and Phase II Environmental Report, if recommended by the Phase I) demonstrating compliance to Landlord's satisfaction.

Section 19.3 Mortgages. [Intentionally Omitted]

ARTICLE XX

Statements, Records, Accounts, and Audit

At any time and from time to time either party to this Lease, on at least ten (10) days' prior written request by the other party to this Lease, shall execute and deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate, the party requesting such statement is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the executing party may have knowledge.

ARTICLE XXI

Notices

All notices, demands, and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served personally, or by facsimile transmission, private overnight delivery service or if sent by United States certified mail, postage prepaid, addressed as hereinafter provided. All such notices, demands and requests mailed to Landlord shall be addressed to Landlord at Medina Municipal Airport, 2050 Medina

Road, Medina, Ohio 44256, ATTN: Airport Manager, or at such other address (and addressed to the attention of such officer or other person) as Landlord may from time to time designate by written notice to Tenant and any mortgagee. All such notices, demands and requests mailed to Tenant or any of them shall be addressed to Tenant at the Premises. All such notices, demands, and requests mailed to any mortgagee shall be addressed to such mortgagee at the address furnished to Landlord pursuant to the provisions of Section 19.3 hereof, or to such other address as such mortgagee may from time to time designate by written notice to Landlord.

ARTICLE XXII

Miscellaneous

Section 22.1 Whole Agreement. Anything in this Lease or otherwise to the contrary notwithstanding, this Lease shall constitute a lease agreement only between Landlord and Tenant and shall not constitute an agency, partnership, or joint venture, either express or implied.

Section 22.2 Strict Performance. No failure by either party to this Lease to insist upon the strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Lease to be performed or complied with by either party to this Lease, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the other party to this Lease. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 22.3 Memorandum of Lease. [Intentionally Omitted]

Section 22.4 Entire Agreement. This Lease contains the entire agreement and understanding among the parties hereto and shall be deemed to supersede and cancel all other agreements and understandings, written or oral, entered into prior to the date hereof, relating to the transactions herein contemplated.

Section 22.5 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease.

Section 22.6 Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.7 Governing Law. This Lease and all the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Ohio, exclusive of choice of law rules.

Section 22.8 **Binding Effect.** The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, except as otherwise provided herein.

Section 22.9 **Time.** Time is of the essence of this Lease, and of each Section hereof.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease the day and year first above written.

**LANDLORD:
CITY OF MEDINA, OHIO**

By: _____
Print Name: _____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, the _____ of **CITY OF MEDINA**, a municipal corporation, on behalf of same.

Notary Public

TENANT:
UNIVERSITY HOSPITALS HEALTH
SYSTEM, INC.

By: _____
Print Name: _____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

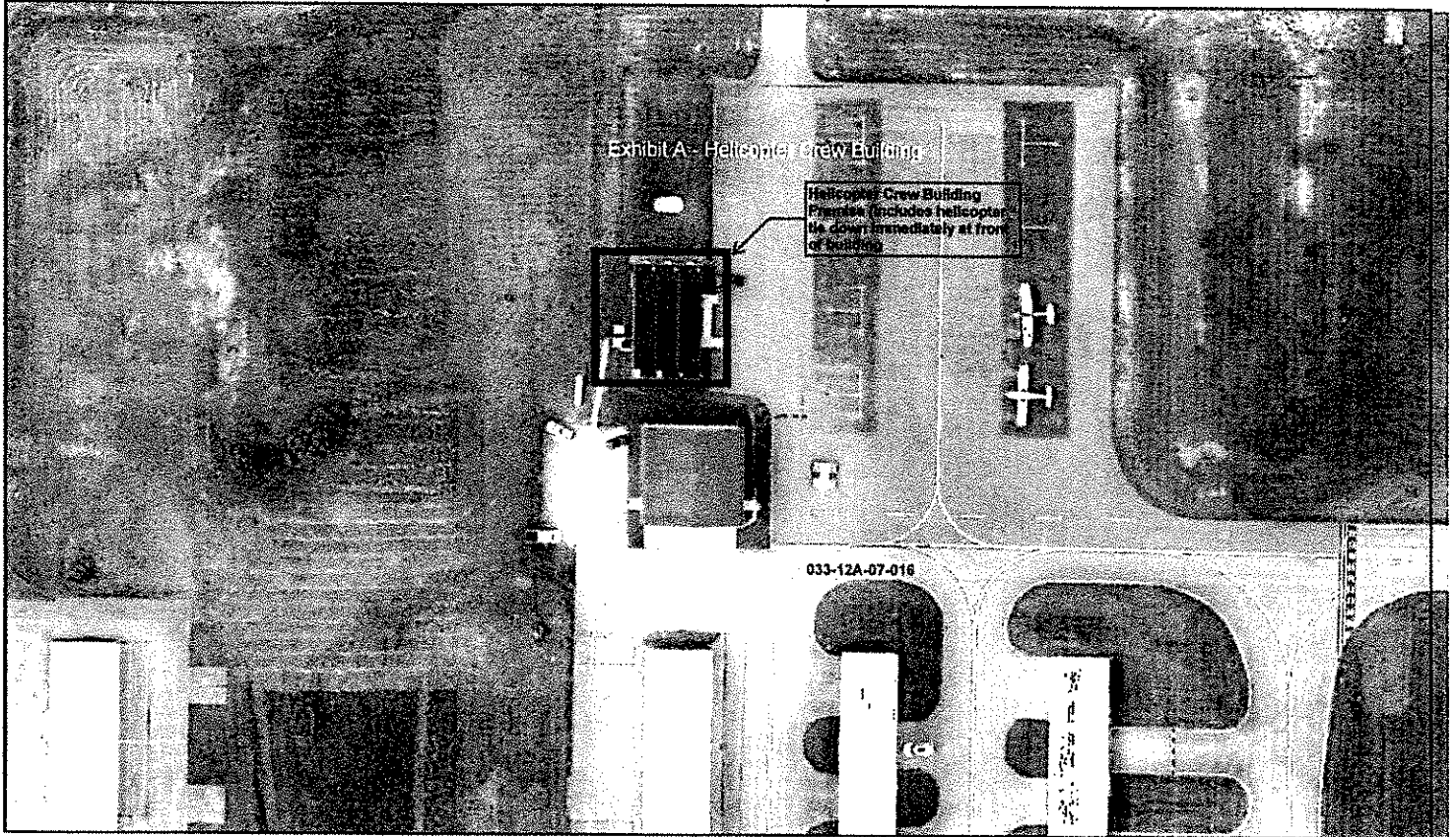
The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, the _____ of **UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.**, an Ohio non-profit corporation, on behalf of the Ohio non-profit corporation.

Notary Public

EXHIBIT "A"

EXHIBIT A TO UNIVERSITY HOSPITALS HEALTH SYSTEM, INC. GROUND LEASE

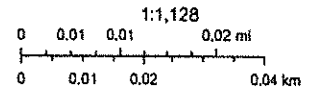
ArcGIS Web Map



9/5/2023, 11:08:44 AM

Parcel Number (Label)

Medina Parcels



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ASA, USGS, EPA, NPS, US Census Bureau, USDA

Medina County Auditor's Office
Medina County Auditor's Office, ESRI

R34 24-189-519
3/1/24

ORDINANCE NO. ~~170-24~~

AN ORDINANCE RATIFYING THE 1976 AGREEMENT WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS PERTAINING TO PROVIDING ADDITIONAL PARKING AT THE COUNTY ADMINISTRATION BUILDING.

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

SEC. 1: That the 1976 Agreement, dated January 5, 1976 between the City of Medina and the Medina County Board of Commissioners pertaining to the Agreement for a sidewalk to be built on cemetery land between East Liberty Street and East Friendship Street to allow for additional parking at the County Administration Building, is hereby ratified.

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

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 76-1 (Con't)
"Exhibit A"

AGREEMENT

THIS AGREEMENT made at Medina, Ohio, this 5th day of January, 1976, between the MEDINA COUNTY BOARD OF COMMISSIONERS, hereinafter called the Commissioners, and the CITY OF MEDINA, OHIO, hereinafter called the City.

In consideration of the mutual promises and agreements of the parties, it is hereby agreed as follows:

1. The City will permit the Commissioners to occupy and use for parking purposes the following described parcel of real estate, to-wit:

Situated in the City of Medina, County of Medina, and State of Ohio, and beginning at an iron pin set in the north line of Medina City Lot 95 at the northeast corner of land owned by the Medina County Commissioners: thence easterly along the north line of Lot 95, a distance of 42.0 feet to a point; thence southerly, parallel with the east line of said Commissioner's land, a distance of 152.7 feet to a point; thence southwesterly, a distance of 93.4 feet to an iron pin set in the south line of Medina City Lot 96 at the southeast corner of said Commissioner's land; thence northerly, along the east line of said Commissioner's land, a distance of 236.25 feet to the point of beginning. Containing therein approximately 8165 feet.

2. The Commissioners agree to construct a four (4) foot sidewalk on the cemetery land between East Liberty Street and East Friendship Street, the said sidewalk location to be approved by the Public Properties Standing Committee of City Council.

3. The Commissioners will submit all plans for construction of the said sidewalk on the cemetery land to the City Engineer for approval and agree to amend said plans if necessary to comply with the requirements of the City Engineer.

4. The commissioners agree maintain said real estate as a parking lot during the term of this agreement.

5. The city agrees to maintain the sidewalk during the term of the lease.

6. The parties agree that this agreement shall continue for a period of ten (10) years after the date of execution and shall be automatically renewed at the end of the said ten (10) year term for an additional ten (10)

RESOLUTION NO. 76-1 (Con't)
" Exhibit A"

year term unless either party shall advise the other party in writing at least thirty (30) days prior to the expiration of the original term or may renewal thereof of the party's intention to cancel the agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement, on the day and year first above written.

Signed in the presence of:

MEDINA COUNTY BOARD OF COMMISSIONERS

Commissioner J. Beckus
Commissioner J. ...

By: Charles L. ...
By: John C. ...
By: Donald B. ...

APPROVED AS TO
FORM
Roger R. ...
PROSECUTOR ATTORNEY

CITY OF MEDINA, OHIO

By: August ...
Mayor

Helene H. ...
Rich. W. ...

Situated in the City of Medina, County of Medina, State of Ohio, and known as being a strip of land 16.00 feet wide in the mid-part of City Lots 96, 97 and 98 further bounded and described as follows:

Commencing at an iron pin found at the southwest corner of City Lot 81, said point also being the intersection of the east right-of-way line of North Broadway and the north right-of-way line of East Liberty Street;

Thence easterly along the north right-of-way line of East Liberty Street, a record distance of 364.60 feet to a point being the southeast corner of a parcel 80.00 feet wide in City Lots 97 & 98 conveyed to the Medina County Board of Commissioners by deed dated May 10, 1985 and recorded in Deed Vol. OR 252 p. 357 of the Medina County Recorder's Office; said point also being the "TRUE PLACE OF BEGINNING" of the easement herein described;

Thence northerly on the east line of the Commissioners' parcel, a record distance of 236.26 feet to a point in the north line of Lot 97 being the north-east corner of said parcel;

Thence northeasterly into City Lot 96 along the south line of an agreement made January 5, 1976 between the City of Medina, Ohio, and the Medina County Board of Commissioners, Resolution No. 76-1, Commissioners' Journal No. 30 pp. 532A-534, a distance of 35.70 feet to a point;

Thence southerly through City Lots 96, 97 and 98 on a line 16 feet east of and parallel to the east line of the aforementioned parcel belonging to the County Commissioners about 268.10 feet to a point in the north right-of-way line of East Liberty Street;

Thence westerly along the north right-of-way line of East Liberty Street, a distance of 16.00 feet to the "TRUE PLACE OF BEGINNING" and containing within said bounds 4,035 sq. ft., 0.0926 acre, more or less.

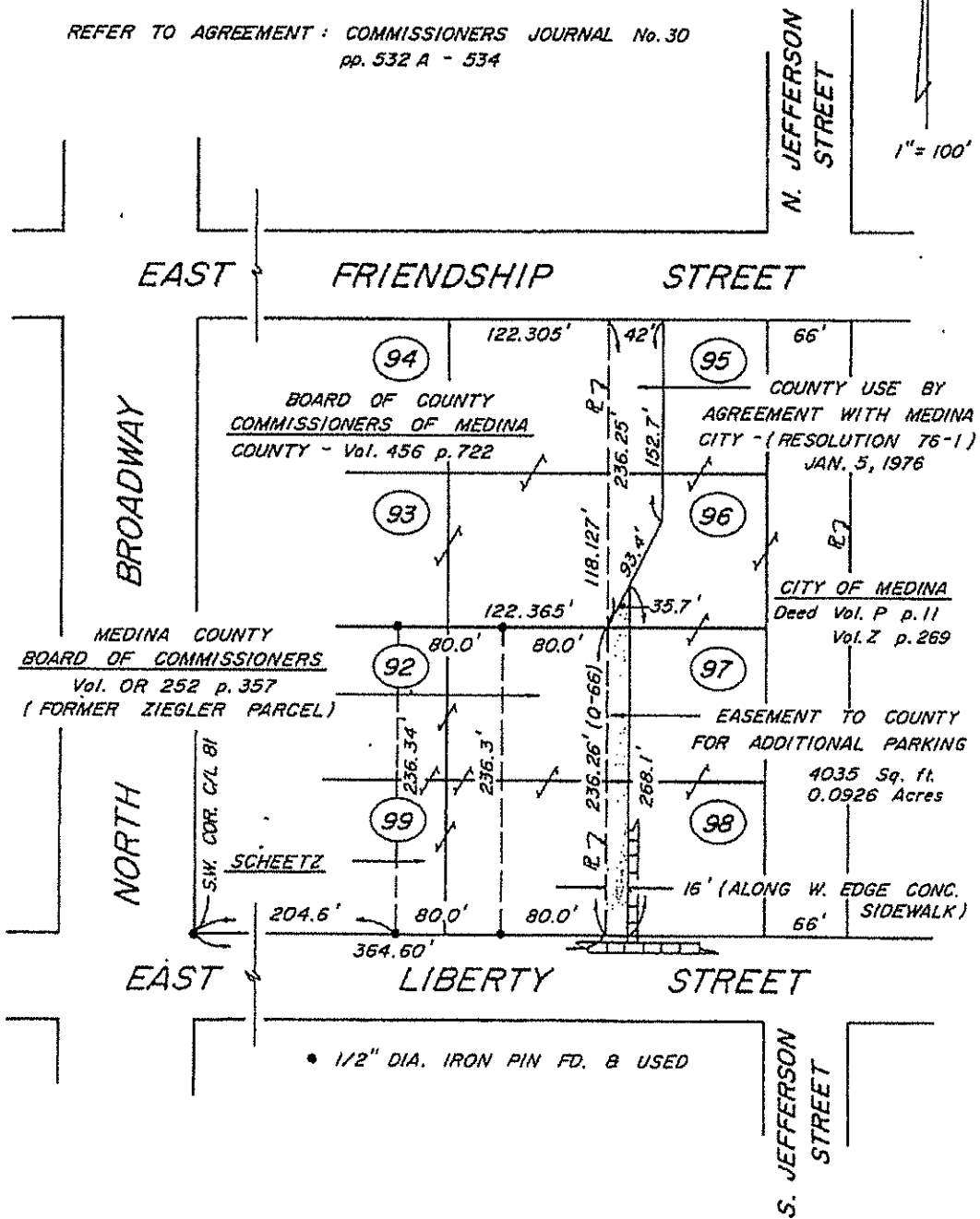
EXHIBIT "A"

AN EASEMENT TO PROVIDE ADDITIONAL PARKING AT THE
 MEDINA COUNTY ADMINISTRATION BUILDING BY THE CITY OF
 MEDINA TO THE MEDINA COUNTY BOARD OF COMMISSIONERS
 SITUATED IN THE MID-PART OF CITY LOTS, 96, 97, AND 98
 IN THE CITY OF MEDINA, COUNTY OF MEDINA, STATE OF OHIO

(PART OF OLD CITY CEMETERY PARCEL)

P.P. No. 028-09B-06-071-00

REFER TO AGREEMENT : COMMISSIONERS JOURNAL No. 30
 pp. 532 A - 534



PREPARED BY
 THE MEDINA COUNTY ENGINEERS OFFICE
 791 W. SMITH RD. MEDINA, OH.

OCTOBER 25, 1985

REGULAR MEETING - MONDAY, JANUARY 5, 1976

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

CHARLES F. CLARK JOHN C. OBERHOLTZER DONALD G. SIMMONS

Mr. Simmons offered the following Resolution and moved the adoption of same, which was duly seconded by Mr. Clark.

RESOLUTION NO. 76-1
RESOLUTION APPROVING AN AGREEMENT WITH THE CITY
OF MEDINA TO PROVIDE ADDITIONAL PARKING AT THE
COUNTY ADMINISTRATION BUILDING.

WHEREAS, it has been determined by the Board of County Commissioners that additional parking is needed for the offices in the County Administration Building, and

WHEREAS, the City of Medina presently owns some property located on the east side of the property owned by the Board of County Commissioners which was previously used as a baseball diamond, and

WHEREAS, the Board of County Commissioners feel that it is in the best interest to lease this property for additional parking.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the Agreement with the City of Medina providing approximately 8165 square feet for parking be and is hereby approved.

BE IT FURTHER RESOLVED by this Board that a copy of this Agreement be attached hereto and marked "Exhibit A".

Voting AYE thereon: Mr. Clark; Mr. Oberholtzer; Mr. Simmons.

Adopted: January 5, 1976.

OK KC H-24-140-77
Harwell
8/28/24

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141


- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 8/28/2024 Department: Police

Amount: \$20,970.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 106-0101-54413

Vendor: Pro-Tech Sales

Department Head/Authorized Signature: 

Item/Description:
Requesting to purchase 6 Stryker ballistic shields (\$3,495.00 each)

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council Date to Finance: _____

- 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.



Pro-Tech Sales
 1313 West Bagley Rd
 Berea OH 44017
 United States
 (800) 888-4002
sales@protechsales.com

Quote
 #QUO4476
 8/23/2024

Bill To:
 Medina Police Department
 150 W. Friendship
 Medina OH 44256
 United States

Ship To:
 Medina Police Department
 150 W. Friendship
 Medina OH 44256
 United States

TOTAL

\$20,970.00

bwagner@medinaoh.org

Expires: 9/22/2024

Expires	Exp. Close	Sales Rep	Sales Rep Email	Sales Rep Phone	Shipping Method
9/22/2024	8/23/2024	Joe Jaracz	jjaracz@protechsales.com	(440) 973-0263	BESTWAY

Quantity	Item	Options	Sell Price	Extended Price
6	STRYKER-X-III-24X34-VP Stryker Shield X, Lvl III, viewport, weapon platforms, straight bar Level III Stryker Shield X with viewport and weapon platforms, 24" x 34", straight bar handle (INCLUDES POLICE ID, CARRY BAG AND SHIPPING/DELIVERY)		\$3,495.00	\$20,970.00

Stryker X shield pricing is good while quantities last! **Subtotal** \$20,970.00

If you would like to officially place an order based on this quotation, please sign and return to your Pro-Tech Sales rep. If you would like an order confirmation, please request at time of order and one will be sent via email once processed internally.

Signature: _____ Date: _____

PO# (if applicable): _____

Thank you very much for your business!

Tax Total (0%)	\$0.00
Total	\$20,970.00



QUO4476