

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

November 27, 2023
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (November 13, 2023)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Ord. 172-23

An Ordinance authorizing the Finance Director to waive certain unpaid utility accounts.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 172-23, Ord. 190-23, Res. 191-23, Ord. 192-23, Ord. 193-23, Ord. 194-23, Ord. 195-23, Ord. 196-23, Ord. 197-23, Ord. 198-23, Ord. 199-23

Ord. 190-23

An Ordinance to make appropriations for current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2024.

Res. 191-23

A Resolution adopting a Five-Year Budget for the City of Medina, Ohio for the period beginning January 1, 2024 through December 31, 2028.

Ord. 192-23

An Ordinance authorizing the Job Creation Grant payments to Carlisle Brake & Friction / Friction Products.

Medina City Council
November 27, 2023

Ord. 193-23

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina for the period of January 1, 2024 through August 31, 2025.

Ord. 194-23

An Ordinance authorizing the Mayor to enter into a Settlement Agreement and Release between the City of Medina and Olson Products, Inc. pertaining to the Medina Municipal Airport.

Ord. 195-23

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Emergency Management Agency to install an amateur radio repeater in/on the Progress Drive Water Tower.

Ord. 196-23

An Ordinance authorizing the purchase of three (3) 2023 Ford Explorers including Upfitting, from Montrose Ford for the Police Department.

Ord. 197-23

An Ordinance authorizing the Mayor to enter into a Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement.

Ord. 198-23

An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending various sections of Part 11 – Planning and Zoning Code.

Ord. 199-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, November 13, 2023

Public Hearing.

To consider various amendments to the Zoning Code, Chapter 1105, related to uses, definitions, and Conditionally Permitted Use requirements. Also included are clarifications that new buildings may be constructed in the M-U zoning district (1129.06), a requirement for parking exempt areas to include a parking plan (1145.04(d)), an increase to driveway width in the I-1 zoning district (1145.10(e)), a reduction in dumpster setbacks (1155.05), and adjustments to outdoor storage/bulk storage and display regulations (1155.11).

No one spoke in favor or opposition to the amendments of the Zoning Code.
Public Hearing closed at 7:04 p.m.

Call to Order:

Medina City Council met in regular session on Monday, November 13, 2023 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Mr. John Coyne III, President of Council who also led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Mayor Hanwell, Keith Dirham, Chief Kinney, Greg Huber, Jansen Wehrley, Chief Walters, Kimberly Marshall, Dan Gladish, and Andrew Dutton.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, October 23, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and passed by the yeas votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they will meet again on November 27th and one more time before the end of the year.

Public Properties Committee: Mr. Shields had no report.

Health, Safety & Sanitation Committee: Mr. Simpson had no meeting scheduled and reported that the LST advisory meeting is scheduled for this Thursday, November 16th and he and the Mayor will be attending.

Special Legislation Committee: Mr. Lamb had no report.

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

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

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

- 23-215-10/23 – Management Agreement/Operation Lease/Settlement Agreement - Airport
- 23-216-11/13 – Budget Amendments
- 23-217-11/13 – Rollover Outstanding Advances
- 23-218-11/13 – Rollover Outstanding Advances – TIF Fund
- 23-219-11/13 – Fund Transfer Request
- 23-220-11/13 – Fund Advance Request
- 23-221-11/13 – MOU w/County EMA – Progress Drive Water Tower – Police
- 23-222-11/13 – MOU – Medina County Public Transit
- 23-223-11/13 – Grant Application – Building Demolition – OH Dept. of Development
- 23-224-11/13 – Purchase (3) 2023 Ford Explorers – Police
- 23-225-11/13 – Job Creation Grant Payment – Carlisle Brake & Friction
- 23-226-11/13 – Increase P.O. 23-1266 – Design2Wellness – MCRC
- 23-227-11/13 – Agreement w/ Cleveland Clinic Health & Fitness – MCRC
- 23-228-11/13 – Workout Room Upgrade
- 23-229-11/13 – Expenditure – Koppenberg Enterprises – Cemetery
- 23-230-11/13 – Increase P.O. 23-1671 – HSH Construction – Granger Rd. Emergency Repairs

Reports of Municipal Officers:

Dennis Hanwell, Mayor,

- A. Election was held Tuesday, November 7th. Congratulations to re-elected Council President John Coyne III, Ward 4 Council Member Jim Shields, and Ward 2 Council Member Dennie Simpson and At-Large Council elect Natalie DiSalvo.
- B. Unofficial election results show the deer culling archery program passed by the voters. We will await the formal certification of election by the Medina County Board of Elections before sharing the applications and specific location approval process with interested parties.
- C. Issue 15, Human Services Levy that supports the Medina County Office of Older Adults, The Medina County Alcohol Drug and Mental Health Board and the Medina County Job and Family Services was passed. Thank you to all for your support for these needed services.
- D. 39th Annual Candlelight Walk activities are posted on the Main Street Medina website www.mainstreetmedina.com Tree and Downtown lighting ceremony will be Friday, November 17th at 7 p.m. The Parade of Lights will be Saturday, the 18th at 5:30 p.m. following the parade and once clear zone is made safe the Fireworks will be displayed, weather permitting.

Keith Dirham, Finance Director, congratulated the newly elected and re-elected council persons and the Finance Department is looking forward to working with all of you.

Kimberly Marshall, Economic Development Director, had no report.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, gave updates on the Memorial Dog Park closing on November 20th. The Ray Mellert Dog Park is now open. The leisure pool at the Rec Center is scheduled to open December 2nd. There will also be a pool party that is long overdue. Fitness room addition at the Rec Center will be complete this Wednesday. Jansen thanked Paula Banks for her work on the Cemetery Commission.

Dan Gladish, Building Official, had no report.

Nino Piccoli, Service Director, was absent but the Mayor spoke on his behalf stating Nino wanted to apologize for the late asphalt paving activity, but with the warmer weather, the contractor had availability and did a good amount on East Friendship Street and some patching on Lafayette Road and North Court Street. The leaf season is in full swing with truck rotations in the four quadrants of the city. The Street Department crew is also preparing the square and the lights and decorations for the Candlelight Walk event this weekend.

Patrick Patton, City Engineer, was absent.

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

Confirmation of Mayor's appointments

Jeanne Pritchard – Cemetery Commission – Expiring 12/31/27

Theresa Laffey – Cemetery Commission – Expiring 12/31/24 (Replacing Paula Banks)

Mr. Shields moved to confirm the Mayor's appointments, seconded by Mr. Simpson. The roll was called and the motion passed by the yeas votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Notices, communications and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and consideration of ordinances and resolutions.

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Res. 177-23, Ord. 178-23, Ord. 179-23, Ord. 180-23, Ord. 181-23, Ord. 182-23, Ord. 183-23, Ord. 184-23, Ord. 185-23, Ord. 186-23, Ord. 187-23, Ord. 188-23, Res. 189-23. Motion passes by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

Res. 177-23

A Resolution authorizing the application and acceptance of reimbursements from the Patrick Leahy Bulletproof Vest Partnership Grant for the purchase of body armor for the Medina Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 177-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 177-23, seconded by Mr. Simpson. Chief Kinney stated this is their annual grant for their body armor. Emergency is requested due to time restrictions. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 177-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

Ord. 178-23

An Ordinance authorizing the payment to Green Home Solutions for the Private Home Rehabilitation at 137 Oakleigh Drive, Brunswick, as part of the PY22 CHIP Grant Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 178-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 178-23, seconded by Mr. Simpson. Mr. Dutton stated the cost is \$46,085. Emergency clause is requested as the contractor is ready to begin the project. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 178-23 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

Ord. 179-23

An Ordinance authorizing the payment to Green Home Solutions for the Private Home Rehabilitation at 1244 Hadcock Road, Brunswick, as part of the PY22 CHIP Grant Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 179-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 179-23, seconded by Mr. Simpson. Mr. Dutton stated this is for \$71,925. Emergency is requested as the contractor is ready to begin work. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 179-23 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 180-23

An Ordinance amending Ordinance No. 134-23, passed September 11, 2023, relative to the expenditure to Green Home Solutions for home rehabilitation work at 1495 McKinley

Avenue, Brunswick. Mr. Shields moved for the adoption of Ordinance/Resolution No. 180-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 180-23, seconded by Mr. Simpson. Mr. Dutton stated there was additional work that was identified for \$1,125.00 for new interior doors and basement drain pipe bringing the total to \$66,670.00 and emergency clause is requested as project is underway and contractor needs paid. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 180-23 passed by the yeas votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 181-23

An Ordinance repealing Ordinance No. 203-21, passed December 13, 2021, and replacing Section 161.13 of the codified ordinances of the City of Medina, Ohio, relative to the Allocation of Income Tax Funds. Mr. Shields moved for the adoption of Ordinance/Resolution No. 181-23, seconded by Mr. Simpson. Mr. Dirham stated this is a minor adjustment to the income tax, the allocation of the portion of the income tax that council has the authority to allocate. Mr. Coyne stated the allocation has been modified as the income tax collections in the City of Medina through the efforts of the Economic Development group and the administration have increased up to about \$20 million dollars of the income tax that is being collected in the City of Medina of which about \$15 million is subject to this ordinance that allocated through action of council and the percentages as outlined in the ordinance. The roll was called and Ordinance/Resolution No. 181-23 passed by the yeas votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 182-23

An Ordinance authorizing the increase of the expenditure to Paul Davis Restoration for the PY22 CHIP Rehabilitation at 30 Circle Drive. Mr. Shields moved for the adoption of Ordinance/Resolution No. 182-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 182-23, seconded by Mr. Simpson. Mr. Dutton stated the request is to increase the P.O. by \$19,540 to a total of \$44,789.08. Emergency is requested because the work has already begun. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 182-23 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

Ord. 183-23

An Ordinance amending the Pavilion Rental Fees for the Parks and Recreation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 183-23, seconded by Mr. Simpson. Mr. Wehrley stated this amends the rental fees that pertain to the Gazebo in the uptown park. The fee is charging for additional spider boxes. The roll was called and Ordinance/Resolution No. 183-23 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

Ord. 184-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments

to 2023 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 184-23, seconded by Mr. Simpson. Mr. Dirham stated as the closing of another year comes around there are extensive appropriation adjustments to square things away through the end of the year. The roll was called and Ordinance/Resolution No. 184-23 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Ord. 185-23

An Ordinance authorizing the Finance Director to rollover certain outstanding advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 185-23, seconded by Mr. Simpson. Mr. Dirham stated these are advances mostly for grants and we have to roll them over annually to show that we intend to repay them. The roll was called and Ordinance/Resolution No. 185-23 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

Ord. 186-23

An Ordinance authorizing the Finance Director to rollover certain outstanding advances related to the TIF Fund. Mr. Shields moved for the adoption of Ordinance/Resolution No. 186-23, seconded by Mr. Simpson. Keith stated this is for the TIF project. The roll was called and Ordinance/Resolution No. 186-23 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 187-23

An Ordinance authorizing the Finance Director to make certain fund transfers. Mr. Shields moved for the adoption of Ordinance/Resolution No. 187-23, seconded by Mr. Simpson. Keith stated this was previously an advance but we have not collected the money because these are uncollectable so we are making this into a transfer. The roll was called and Ordinance/Resolution No. 187-23 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 188-23

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 188-23, seconded by Mr. Simpson. Mr. Dirham stated these are new advances. The roll was called and Ordinance/Resolution No. 188-23 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Res. 189-23

A Resolution authorizing the filing of an application for grant assistance from the Ohio Department of Development for a Building Demolition Site Revitalization Grant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 189-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 189-23, seconded by Mr. Simpson. Ms. Marshall stated this is to demo the Totts house and accessory structures located at the Medina Municipal Airport. Budget estimates for the project are at roughly at \$40,000 and still working on getting the necessary quotes for the project. The State of Ohio just released the second round of funding for this program, however there are some remaining funds from the

Medina City Council
November 13, 2023

first round of funding and we are respectfully requesting to submit the grant application with the flexibility to apply for both rounds of funding to give us the best chance of the grant award. This will be subject to the Law Director's approval. The roll was called on adding the emergency clause and was approved by the yeas of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 189-23 passed by the yeas of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

Council comments:

Mr. Simpson spoke to honor all of our veterans. He stated he appreciated all the candidates that ran for election on election day. Be kind and pray for the people of Israel and Palestine.

Ms. Haire thanked all that came out to vote and was quite pleased at the turnout.

Ms. Hazeltine acknowledged the fact that this is men's mental health month. Congratulations to her colleagues on council and incoming new councilwoman, more women are always good. Thank you to all the volunteers that came out to decorate the square, she enjoys doing it every year.

Mr. Rose thanked all the veterans. Congratulations to all those that were just elected. A very special thank you to Nathan Case, Bill Kuehar, Erica Graffain and Jennifer Rose for getting the word out on Issue 17 and keeping the facts straight so people knew what they were voting for on the deer referendum.

Mr. Coyne spoke on Issue 17 stating even though there will be bow hunting permitted in the city limits, that Issue 17 alone and the ordinance that was adopted will not solve the problem of deer. Just remember that there are probably two to three hundred new fawns that are born every year and the number will continue to increase, this is just one tool to help manage the number of deer that we have in our city. It will take a collaborative effort of the residents to plant deer resistant plants, not to feed the deer and do all the things we need to do to help keep the control of the population down and it will be a challenge in the coming years. We are going to have to keep working to developing different tools to manage this.

There being no further business, Council adjourned at 8:07 p.m.

Teresa Knox, Deputy Clerk of Council

John Coyne III, President of Council

ORDINANCE NO. 172-23

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO WAIVE CERTAIN UNCOLLECTIBLE UTILITY ACCOUNTS.

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

SEC. 1: That the Finance Director is hereby authorized to waive certain utility accounts that are deemed to be uncollectible due to bankruptcy or sheriff sale as identified on Exhibit A, attached hereto and incorporated herein.

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

SEC. 3: That this 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

2023 BANKRUPTCIES - SHERIFF SALES - FORECLOSURES

ORD. 172-23

DISPLAY NAME	SERVICE LOCATION	MAILING ADDRESS	BALANCE	END DATE
2013				
00845-001 (EVANS, ERIC)	1017 S COURT ST	2235 LITTLE JOHN LANEWOOSTER, OH 44691	\$ 102.20	07/09/13 Sheriff
04164-001 (KEENER, CANDIS)	937 OAK ST	937 OAK STMEDINA, OH 44256	\$ 91.21	12/03/13 certified
04560-001 (BLACKBURN, DIANE)	453 BAXTER ST	964 STURBRIDGE DRMEDINA, OH 44256	\$ 75.74	06/11/13 Sheriff
05863-001 (DAVIS, BRITTANY)	601 BIRCH HILL DR	931 RIVER RDHINCKLEY, OH 44233	\$ 277.30	08/06/13 GREED TO ON 4/10/23
07384-001 (RICE, GREG)	691 CORNWALLIS CT	691 CORNWALLIS CTMEDINA, OH 44256	\$ 240.17	11/06/13 FORECLOSED
08653-001 (LORA, SUSAN)	236 W FRIENDSHIP ST	4908 BRYENTON RDLITCFIELD, OH 44253	\$ 79.19	09/09/13 FORECLOSED
09267-001 (IKERD, ROBERT)	113 W UNION ST	PO BOX 1767MEDINA, OH 44258	\$ 204.76	12/11/13 Sheriff
			\$	1,070.57

2014				
01020-001 (HIGDON, T WADE)	810 RIDGEVIEW DR	810 RIDGEVIEW DRMEDINA, OH 44256	\$ 90.29	03/05/14 Sheriff
01490-001 (COLEMAN, AMY)	950 RED OAK CIR	5730 GREAT NORTHERN BLVD #12NORTH OLM	\$ 312.06	05/07/14 Sheriff
07097-001 (SHELLENBARGER, JENNIFER)	930 DAWN CT	5 EXCHANGE PARK DRMEDINA, OH 44256	\$ 130.76	09/11/14 Sheriff
07412-001 (PAUL, BRIAN)	775 WINSTON CIR	775 WINSTON CIRMEDINA, OH 44256	\$ 216.00	09/18/14 BANKRUPT
07423-001 (RUBINOW, CARRIE)	959 CHADWICK LN	5112 ESHER CTVIRGINIA BEACH, VA 23464	\$ 180.00	04/04/14 BANKRUPT
11042-001 (KOVACH, STEVEN SR)	1150 CHAPMAN LN #24	1150 CHAPMAN LN #24MEDINA, OH 44256	\$ 187.14	03/10/14 FORECLOSED
09651-001 (KARECKI, LISBETH H)	505 N BROADWAY ST	505 N BROADWAY STMEDINA, OH 44256	\$ 310.57	03/10/14 Sheriff
			\$	1,426.82

2015				
11528-001 (SOUTHSIDE BURGERS)	249 LAFAYETTE RD	JOHN GOULANDRIS SR7470 STONE RDMEDINA	\$ 609.42	08/12/15 BANKRUPT
01364-001 (SIEDLARCZYK, BILLIE)	1035 BRIMFIELD DR	1035 BRIMFIELD DRMEDINA, OH 44256	\$ 206.37	08/05/15 BANKRUPT
01952-001 (BOTSFORD, JASON)	1167 BRYNNMAR LN	7499 FARNUM AVECLEVELAND, OH 44130-644	\$ 261.88	11/04/15 FORECLOSURE
02072-001 (KAMPA, SHAWN)	927 WIMBLETON DR	5486 WEEPING WILLOW DRHUDSON, OH 4423	\$ 175.01	02/04/15 FORECLOSURE
03853-001 (PRATER, MARISA)	920 RYAN RD	2504 PEARL RD UNIT AMEDINA, OH 44256	\$ 121.69	10/07/15 FORECLOSURE
05591-001 (DICKENS, TED)	50 BRADLEY CT	50 BRADLEY CTMEDINA, OH 44256	\$ 146.48	12/09/15 SHERIFF
07672-001 (LUDWIG, MAUREEN)	1212 DOVER DR	4816 WETZEL AVECLEVELAND, OH 44109-5354	\$ 158.82	07/08/15 SHERIFF
08685-001 (MORGAN, DONALD)	240 N HUNTINGTON ST	240 N HUNTINGTON STMEDINA, OH 44256	\$ 75.83	02/24/15 BANKRUPT
09652-001 (LOWERY-CHRISE, LORETTA)	505 N BROADWAY ST	740 LAFAYETTE ROADMEDINA, OH 44256	\$ 124.60	05/11/15 SHERIFF
			\$	1,880.10

2016				
00462-001 (OAS, SHELLY A)	730 PLEASANT VALLEY DR	730 PLEASANT VALLEY DRMEDINA, OH 44256	\$ 119.13	10/05/16 SHERIFF
00740-001 (MO MI LTD)	241 S COURT ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$ 52.11	04/17/16 BANKRUPT
00740-002 (MO MI LTD)	241 1/2 S COURT ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$ 60.86	04/17/16 BANKRUPT
00740-004 (MO MI LTD)	281 S COURT ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$ 167.49	04/17/16 BANKRUPT
00744-001 (WASHINGTON PROPERTIES)	321 S COURT ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$ 925.98	04/17/16 BANKRUPT
00744-003 (WASHINGTON PROPERTIES)	18 1/2 PUBLIC SQ	23 PUBLIC SQ #200MEDINA, OH 44256	\$ 80.01	04/17/16 BANKRUPT
00744-005 (WASHINGTON PROPERTIES)	431-459 W LIBERTY ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$ 291.85	04/17/16 BANKRUPT
10969-001 (GEANNESSE, CHRISTINE)	1122 HILLVIEW WAY	633 E REAGAN PKWY APT 96MEDINA, OH 4425	\$ 128.14	10/05/16 FORECLOSURE
01774-001 (DJUKIC, CATHERINE)	905 TY DR	905 TY DRMEDINA, OH 44256	\$ 77.93	05/27/16 BANKRUPT
02539-001 (MIHALKO, DAVID A)	901 LAUREL GLENS DR	901 LAUREL GLENS DRMEDINA, OH 44256	\$ 154.24	10/13/16 SHERIFF

05257-001 (ROSE, MICHAEL)	46-47 PUBLIC SQ	23 PUBLIC SQ #200MEDINA, OH 44256	\$	728.90	04/17/16	BANKRUPT
05257-004 (ROSE, MICHAEL)	801-7 E WASHINGTON ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$	613.61	04/17/16	BANKRUPT
05731-001 (SANDERS, THOMAS & JENNIFER)	120 ROSHON DR	1582 ROSEWOOD BLVD AVON, OH 44011	\$	200.73	08/10/16	FORECLOSURE
08936-001 (CRESS, LOLA MARIE *)	115 N SPRING GROVE ST	115 N SPRING GROVE ST MEDINA, OH 44256	\$	223.75	11/09/16	SHERIFF
09653-001 (POLKE, DENNIS)	505 N BROADWAY ST	1169 GLEN COVE COMMONS BRUNSWICK, OH 44256	\$	51.64	02/10/16	SHERIFF
11483-001 (TOWN SQUARE COMMONS)	23 PUBLIC SQ	23 PUBLIC SQUARE #200MEDINA, OH 44256	\$	523.05	04/17/16	BANKRUPT
11753-003 (WASHINGTON SQUARE)	750 E WASHINGTON ST	23 PUBLIC SQ #200MEDINA, OH 44256	\$	394.44	04/17/16	BANKRUPT
\$ 4,793.86						

2017

01113-001 (SMITH JR, CHARLES)	860 KENNER CIR	968 N HIGHLAND AVE GIRARD, OH 44420-2024	\$	68.73	11/09/17	SHERIFF
04546-001 (ARTWELL, JAMES)	409 BAXTER ST	409 BAXTER ST MEDINA, OH 44256	\$	214.89	05/18/17	BANKRUPT
06170-001 (SKOLNY, DALE)	507 W STURBRIDGE DR	4345 QUARRY RD LOUISVILLE, TN 37777-3428	\$	274.75	07/12/17	SHERIFF
06390-001 (CHRISTIANAKIS, JILL)	676 W STURBRIDGE DR	5244 W 45TH ST PARMA, OH 44134-1006	\$	246.93	08/04/17	FORECLOSED
08089-001 (HANKO, LOUISE)	237 JASPER LN	237 JASPER LN MEDINA, OH 44256	\$	206.14	03/08/17	SHERIFF
08779-001 (SILVAGGIO, SHANA **)	544 BRONSON ST	2049 S CARPENTER RD BRUNSWICK, OH 44212	\$	62.04	11/08/17	SHERIFF
11204-001 (STAPLETON JR, MARTY)	1252 JOSHUA WAY	1252 JOSHUA WAY MEDINA, OH 44256	\$	228.78	08/09/17	SHERIFF
\$ 1,302.26						

2018

01527-001 (STRICKLETT, JENNIFER)	901 TWIN OAKS CIR	11215 QUIET WATER WAY COOPER CITY, FL 330	\$	146.26	05/09/18	SHERIFF
01707-001 (SHERMAN, KATHRYN)	865 GREENFIELD DR	755 MINER DR APT D9 MEDINA, OH 44256-149	\$	219.65	10/03/18	SHERIFF
06417-002 (LEWIS, DIANE)	141 HARTFORD DR	141 HARTFORD DR MEDINA, OH 44256	\$	154.22	02/06/18	SHERIFF
09446-001 (CARDUCCI, DONALD V)	235 FREDERICK ST	CAROLYN POLINKO 7460 FRIENDSVILLE RD LODI, IL	\$	202.71	04/04/18	SHERIFF
01161-001 (HICKEY, HUGH)	150 MONTVIEW DR	JILL GORDON 150 MONTVIEW DR MEDINA, OH 44256	\$	201.67	12/05/18	SHERIFF
09914-001 (LAPOSSY, STEVEN)	437 HARDING ST	RONALD LAPOSSY 10551 FORESTVIEW DR STROUB, OH	\$	185.05	09/12/18	FORECLOSURE
09914-002 (LAPOSSY, STEVEN)	437 HARDING ST	RONALD LAPOSSY 10551 FORESTVIEW DR STROUB, OH	\$	270.00	09/24/18	FORECLOSURE
\$ 1,379.56						

2019

00316-001 (FULLER, JOHN)	660 SHAKER DR	660 SHAKER DR MEDINA, OH 44256	\$	158.00	01/03/19	SHERIFF
02248-001 (LAMBERT, MITCHELL)	1120 KEMPTON OVAL	2089 BYRON DR BRUNSWICK, OH 44212-4070	\$	232.48	09/11/19	FORECLOSURE
05004-001 (SCHNEIDER, CHRIS)	903 BUNKER HILL	903 BUNKER HILL MEDINA, OH 44256	\$	113.63	09/18/19	SHERIFF
05152-001 (HICKS, MORRIS R / SHIRLEY)	934 VAN BUREN WAY	934 VAN BUREN WAY MEDINA, OH 44256	\$	146.88	06/05/19	SHERIFF
07354-001 (STONE, BURG G)	852 PATRIOTS WAY	1814 MARY ELLEN DR BRUNSWICK, OH 44212	\$	133.49	05/09/19	SHERIFF
08792-001 (SCOTT, MONICA)	450 BRONSON ST	450 BRONSON ST MEDINA, OH 44256	\$	347.72	09/24/19	BANKRUPT
\$ 1,132.20						

2020

02097-001 (CLEGG, KEVIN)	888 WIMBLETON DR	5752 LAFAYETTE DR MEDINA, OH 44256	\$	128.24	01/08/20	SHERIFF
08761-001 (KELLEY, MACK *)	330 FOUNDRY ST	881 NOTTINGHAM DR MEDINA, OH 44256	\$	64.91	07/07/20	FORECLOSURE
08793-001 (SCOTT, MONICA & JULIAN)	450 BRONSON ST	450 BRONSON ST MEDINA, OH 44256	\$	97.63	04/01/20	BANKRUPT
09058-001 (RASPER, LISA)	227 N EAST ST	130 BRADWAY ST MEDINA, OH 44256-1711	\$	65.80	11/04/20	BANKRUPT
11607-001 (FRONTIER COMMUNICATIONS)	111 S ELMWOOD AVE	ECOVA INC - MS 3605 PO BOX 2440 SPOKANE, WA	\$	171.61	04/14/20	BANKRUPT
11958-002 (HERTZ LOCAL EDITION)	1235 N COURT ST	HERTZ MS #2PO BOX 182590 COLUMBUS, OH 43204	\$	90.46	05/22/20	BANKRUPT
\$ 618.65						

2021

\$

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2022

11911-001 (REGAL ENTERTAINMENT GRP #	200 W REAGAN PKWY	REGAL CINEMASPO BOX 5651 BISMARCK, ND 581	\$	466.82	09/13/22	BANKRUPT
06377-001 (STEINKER, PAULA)	606 W STURBRIDGE DR	606 W STURBRIDGE DR MEDINA, OH 44256	\$	122.05	06/27/22	SHERIFF
			\$	14,192.89		
			\$			588.87
			\$			14,192.89

ORD 172-23

DISPLAY NAME	RUBBISH ONLY SERVICE LOCATION	DELINQUENT ACCOUNTS MAILING ADDRESS	BALANCE	STATUS	END DATE
12007-001 (69 TAPS)	1120 N COURT ST	1120 N COURT ST MEDINA, OH 44256	\$ 81.47	Finald	10/23/2013
12252-001 (COLEMAN, MICHELLE)	7160 FRIENDSVILLE RD	MICHELLE COLEMAN 7160 FRIENDSVILLE RDMEDINA, OH 44256	\$ 350.73	Finald	11/13/2013
12253-001 (ANDERSON, RHONDA)	4049 POE RD	900 DAWN CT APT 35 MEDINA, OH 44256	\$ 455.27	Finald	11/13/2013
12267-001 (S2 ENTERPRISES LTD)	6470 W SMITH RD	190 2ND STREET NW BARBERTON, OH 44203	\$ 1,634.02	Finald	Finald
12277-001 (LANDRETH, DEANALYN)	6911 WOOSTER PIKE	DEANALYN LANDRETH 4253 SHARON COPLEY RDMEDINA, OH 44256	\$ 360.01	Finald	Finald
12386-001 (COLEMAN, MICHELLE)	7160 FRIENDSVILLE RD	7160 FRIENDSVILLE RDMEDINA, OH 44256	\$ 344.50	Finald	Finald
12437-001 (TOLER, KEVIN L)	5909 LAFAYETTE RD	KEVIN TOLERS 909 LAFAYETTE RDMEDINA, OH 44256	\$ 343.70	Finald	Finald
12448-001 (CURETON, BETH & ERIN)	4296 BAGDAD RD	4296 BAGDAD RDMEDINA, OH 44256	\$ 292.01	Finald	Finald
12444-001 (CHANEY, ELLEN)	50 RICHARD DR	D B SCHILLER 3567 COPLEY RDCOPLEY, OH 44321	\$ 131.00	Finald	4/16/2013
12496-001 (MARTIN, TONY)	137 N VINE ST	944 WADSWORTH RD #IMEDINA, OH 44256	\$ 70.40	Finald	7/15/2013
			\$ 4,063.11		
11773-001 (ALLCOM CIS)	620 E SMITH RD E8	3060 ALT 19 NORTH STE B8 PALM HARBOR, FL 34683	\$ 1,476.40	Finald	4/15/2014
11786-001 (LEAD GENERATING SYSTEMS LLC)	620 E SMITH UNIT 23	MATTHEW DILDAY 4787 RIVERROCK WAY MEDINA, OH 44256	\$ 153.52	Finald	7/28/2014
11804-001 (MEDINA POWER SPORTS)	567 N STATE RD	JOHN SEYMOUR 567 N STATE RDMEDINA, OH 44256	\$ 131.62	Finald	11/6/2014
12316-001 (TATTER, SHAWN)	4944 DEBBIE DR	4944 DEBBIE DR MEDINA, OH 44256	\$ 227.57	Finald	Finald
12372-001 (FAUR, HORIA)	3207 SHARON COPLEY RD	3207 SHARON COPLEY RDMEDINA, OH 44256	\$ 338.86	Finald	Finald
12457-001 (FEAR CHAMBER FEATURE LLC)	635 N HUNTINGTON ST	1221 SECOND ST 3RD FLOOR SANTA MONICA, CA 90401	\$ 204.27	Finald	4/4/2014
12479-001 (PHILLIPS, WILLIAM)	5989 W SMITH RD	5989 W SMITH RDMEDINA, OH 44256	\$ 235.34	Finald	Finald
12494-001 (MONTANA JAKE)	415 E FRIENDSHIP ST	SEAN RITCHIE 2197 S MEDINA LINE RD WADSWORTH, OH 44281	\$ 54.00	Finald	5/6/2014
			\$ 2,821.58		
12233-001 (GREENE, MELINDA)	1166 LAFAYETTE RD #D8	1166 LAFAYETTE RD LOT #B55 MEDINA, OH 44256	\$ 453.80	Finald	12/10/2015
			\$ 453.80		
11805-001 (ROD IRON CREW INC)	865 W LIBERTY ST #270	865 W LIBERTY ST #270 MEDINA, OH 44256	\$ 102.86	Finald	8/23/2016
			\$ 102.86		
05238-001 (H A R T S)	940 W LIBERTY ST #A	940 W LIBERTY ST #A MEDINA, OH 44256	\$ 65.79	Finald	1/20/2017
			\$ 65.79		
12243-001 (DINER 42)	665 W LAFAYETTE RD	665 W LAFAYETTE RDMEDINA, OH 44256	\$ 127.94	Finald	Finald
			\$ 127.94		
12333-001 (TOTAL RESTORATION & PAINTING L)	815 W LIBERTY ST #5-#6	4711 BROOKPARK RDPARMA, OH 44134	\$ 1,056.33	Finald	10/3/2019
12438-001 (NEWTON, GERALD)	533 VALLEY DR B-6	533 VALLEY DR B-6 MEDINA, OH 44256	\$ 417.21	Finald	8/6/2019
			\$ 1,473.54		
05029-002 (BACHO, KATHRYN)	887 ALDEN CT	3961 BURGUNDY BAY BLVD WMEDINA, OH 44256-8278	\$ 174.90	Finald	3/25/2020
05861-002 (TEPER, DAVID R)	236 N STATE RD	236 N STATE RDMEDINA, OH 44256	\$ 579.00	Finald	7/22/2020
12398-001 (SIVAPATHAM, THUSHAN)	6410 SILVERSTONE LN	6410 SILVERSTONE LN MEDINA, OH 44256	\$ 162.00	Finald	6/9/2020
			\$ 915.90		
			\$ 10,024.52		

ORDINANCE NO. 190-23

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF
THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR
ENDING DECEMBER 31, 2024.**

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

SEC. 1: That to provide for the current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2024, the following appropriations are hereby authorized as follows:

That there is hereby appropriated from the General Fund:

001-0101 – Police Department

52215	Contractual Service	5,000.00
		<u>5,000.00</u>

001-0140 - Street Lighting

52212	Utilities/Communications	175,000.00
53322	Maintenance of Facilities	<u>20,000.00</u>
		195,000.00

001-0210 – Cemetery

50111	Straight Time	125,662.00
50112	Overtime	3,000.00
50114	Holiday Time	4,665.00
50115	Vacation	6,361.00
50116	Sick Time	4,241.00
50117	Longevity	828.00
51121	Employee Retirement	20,266.00
51122	Employee Hospitalization	51,806.00
51123	Workers' Compensation	4,343.00
51126	Medicare	2,099.00
51131	Uniform/Clothing Allowance	800.00
52212	Utilities/Communications	13,000.00
52213	Insurance/Taxes	1,500.00
52215	Contractual Services	7,500.00
52226	Professional Services	200.00
52232	Rental of Equipment	400.00
53311	Office Supplies	400.00
53313	Operating Supplies	6,000.00
53314	Gasoline and Oil	6,000.00
53315	Tools & Minor Equipment	2,500.00
53321	Maintenance of Equipment	21,800.00

53322	Maintenance of Facilities	5,000.00
54413	Equipment	6,500.00
54417	Vehicles	<u>7,500.00</u>
		302,371.00

001-0410 - Planning & Zoning

50111	Straight Time	110,131.00
50114	Holiday Time	5,409.00
50115	Vacation Time	7,376.00
50116	Sick Time	4,917.00
50141	Boards & Commissions	800.00
51121	Employee Retirement	18,009.00
51122	Employee Hospitalization	38,855.00
51123	Workers' Compensation	3,859.00
51126	Medicare	1,866.00
52211	Education and Travel	3,000.00
52212	Utilities and Communications	1,600.00
52213	Insurance and Taxes	800.00
52214	Advertising Expense	1,800.00
52215	Contractual Service	12,650.00
52226	Professional Services	3,000.00
53311	Office Supplies	750.00
53313	Operating Supplies	100.00
53314	Gasoline and Oil	1,000.00
53315	Tools and Minor Equipment	500.00
53321	Maintenance of Equipment	<u>5,350.00</u>
		221,772.00

001-0420 - Forestry/Shade Tree

50111	Straight Time	107,812.00
50112	Overtime	2,500.00
50114	Holiday Time	5,295.00
50115	Vacation	7,220.00
50116	Sick Time	4,813.00
50117	Longevity	324.00
51121	Employee Retirement	17,915.00
51122	Employee Hospitalization	36,401.00
51123	Workers' Compensation	3,839.00
51126	Medicare	1,856.00
51131	Uniform and Clothing Allowance	1,500.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	1,000.00
52213	Insurance/Taxes	1,000.00
52215	Contractual Services	5,959.00
52226	Professional Services	125.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	300.00

53313	Operating Supplies	4,000.00
53314	Gasoline and Oil	7,800.00
53315	Tools & Minor Equipment	3,500.00
53321	Maintenance of Equipment	16,000.00
54411	Land and Improvements	17,000.00
54417	Vehicles	<u>5,000.00</u>
		254,159.00

001-0430 – Building

50111	Straight Time	301,645.00
50114	Holiday Time	13,258.00
50115	Vacation	18,078.00
50116	Sick Time	12,052.00
50117	Longevity	1,152.00
51121	Employee Retirement	48,466.00
51122	Employee Hospitalization	70,139.00
51123	Workers' Compensation	10,386.00
51126	Medicare	5,020.00
51131	Clothing Allowance/Uniform	1,000.00
52211	Education/Travel	10,000.00
52212	Utilities/Communications	9,440.00
52213	Insurance/Taxes	15,000.00
52214	Advertising Expenses	200.00
52215	Contractual Service	7,160.00
52226	Professional Services	21,000.00
53311	Office Supplies	7,300.00
53313	Operating Supplies	800.00
53314	Gasoline & Oil	5,400.00
53315	Tools and Minor Equipment	4,000.00
53321	Maintenance of Equipment	10,500.00
54417	Vehicles	20,000.00
56612	Refunds	<u>750.00</u>
		592,746.00

Building Official's vehicle approved to go home.

001-0510 – Utility Rate Review Commission

50141	Board & Commissions	1,000.00
51121	Employee Retirement	140.00
51123	Workers' Compensation	30.00
51126	Medicare	<u>15.00</u>
		1,185.00

001-0701 – Council

50111	Straight Time	151,103.00
51121	Employee Retirement	21,155.00
51123	Workers' Compensation	4,534.00

51126	Medicare	2,191.00
51129	Misc. Personal Services	700.00
52211	Education and Travel	3,000.00
52212	Utilities and Communications	1,500.00
52213	Insurance/Taxes	3,273.00
52214	Advertising Expenses	8,000.00
52215	Contractual Service	5,000.00
53311	Office Supplies	3,200.00
53313	Operating Supplies	100.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>2,163.00</u>
		206,919.00

001-0702 – Mayor

50111	Straight Time	145,441.00
50114	Holiday Time	2,563.00
50115	Vacation Time	3,495.00
50116	Sick Time	2,330.00
50117	Longevity	324.00
51121	Employee Retirement	21,582.00
51122	Employee Hospitalization	51,806.00
51123	Workers' Compensation	4,625.00
51126	Medicare	2,236.00
52211	Education and Travel	1,800.00
52212	Utilities/Communications	2,500.00
52213	Insurance/Taxes	2,000.00
53311	Office Supplies	1,200.00
53315	Tools and Minor Equipment	800.00
53321	Maintenance of Equipment	<u>400.00</u>
		243,102.00

001-0703 – Finance

50111	Straight Time	247,825.00
50112	Overtime	32,500.00
50114	Holiday Time	8,575.00
50115	Vacation	11,693.00
50116	Sick Time	7,795.00
50117	Longevity	1,476.00
51121	Employee Retirement	43,381.00
51122	Employee Hospitalization	90,661.00
51123	Workers' Compensation	9,296.00
51126	Medicare	4,494.00
52211	Education/Travel	6,750.00
52212	Utilities/Communications	3,500.00
52213	Insurance/Taxes	3,200.00

52215	Contractual Services	46,500.00
53311	Office Supplies	9,500.00
53313	Operating Supplies	150.00
53315	Tools and Minor Equipment	4,750.00
53321	Maintenance of Equipment	<u>9,750.00</u>
		541,796.00

001-0704 – Law

50111	Straight Time	419,870.00
50114	Holiday Time	2,872.00
50115	Vacation	3,917.00
50116	Sick Time	2,611.00
50117	Longevity	324.00
51121	Employee Retirement	60,144.00
51122	Employee Hospitalization	41,782.00
51123	Workers' Compensation	12,888.00
51126	Medicare	6,230.00
52211	Education/Travel	8,500.00
52212	Utilities/Communications	8,250.00
52213	Insurance/Taxes	5,500.00
52215	Contractual Services	4,500.00
52225	Legal Services	52,500.00
53311	Office Supplies	6,000.00
53315	Tools and Minor Equipment	<u>3,900.00</u>
		639,788.00

001-0705 - Municipal Court

50111	Straight Time	922,613.00
50112	Overtime	8,000.00
50114	Holiday Time	50,367.00
50115	Vacation Time	80,129.00
50116	Sick Time	48,536.00
50117	Longevity	4,500.00
50119	Miscellaneous	5,000.00
50141	Boards & Commissions	3,000.00
51121	Employee Retirement	157,101.00
51122	Employee Hospitalization	316,955.00
51123	Workers' Compensation	33,665.00
51125	Insurance Benefits	1,500.00
51126	Medicare	16,272.00
51127	Muni Court SS FICA	350.00
51131	Uniform Allowance	5,000.00
52211	Education and Travel	8,000.00
52212	Utilities and Communications	50,000.00
52213	Insurance and Taxes	12,500.00

52214	Advertising Expense	500.00
52215	Contractual Service	10,000.00
52226	Professional Services	30,000.00
52234	Rental of Facilities	500.00
53311	Office Supplies	15,000.00
53313	Operating Supplies	10,000.00
53314	Gasoline and Oil	7,500.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	10,000.00
53322	Maintenance of Facilities	10,000.00
54417	Vehicles	<u>10,000.00</u>
		1,836,988.00

001-0707 - General Administration

51123	Workers' Compensation	5,000.00
52211	Education/Travel	21,000.00
52212	Utilities/Communications	26,000.00
52213	Insurance/Taxes	41,600.00
52214	Advertising Expense	1,000.00
52215	Contractual Services	155,000.00
52221	State Examiner	46,800.00
52222	County Auditor	32,200.00
52223	Election Expenses	13,600.00
52224	Engineering Services	1,500.00
52225	Legal Services	1,000.00
52226	Professional Services	36,900.00
52232	Rental of Equipment	2,700.00
52234	Rental of Facilities	500.00
53311	Office Supplies	15,000.00
53313	Operating Supplies	2,000.00
53315	Tools and Minor Equipment	5,000.00
53321	Maintenance of Equipment	22,500.00
53322	Maintenance of Facilities	1,500.00
54413	Equipment	17,000.00
56611	Transfers	<u>125,000.00</u>
		572,800.00

001-0708 - Cash Control

50111	Straight Time	17,764.00
50112	Overtime	725.00
50114	Holiday Time	651.00
50115	Vacation	976.00
50116	Sick Time	651.00
50117	Longevity	198.00
51121	Employee Retirement	2,936.00

51122	Employee Hospitalization	5,094.00
51123	Workers' Compensation	629.00
51126	Medicare	304.00
52211	Education/Travel	133.00
52212	Utilities/Communications	230.00
52213	Insurance/Taxes	296.00
52215	Contractual Services	5,100.00
52226	Professional Services	20.00
53311	Office Supplies	7,395.00
53313	Operating Supplies	18.00
53315	Tools and Minor Equipment	332.00
53321	Maintenance of Equipment	1,275.00
54413	Equipment	<u>400.00</u>
		45,127.00

001-0710 – Clerk Municipal Court

50111	Straight Time	555,678.00
50112	Overtime	5,000.00
50114	Holiday Time	19,317.00
50115	Vacation Time	28,976.00
50116	Sick Time	19,317.00
50117	Longevity	4,356.00
51121	Employee Retirement	88,571.00
51122	Employee Hospitalization	192,293.00
51123	Workers' Compensation	18,980.00
51126	Medicare	9,174.00
52211	Education and Travel	3,300.00
52213	Insurance and Taxes	5,473.00
52215	Contractual Service	28,000.00
52232	Rental of Equipment	7,600.00
53311	Office Supplies	76,000.00
53315	Tools and Minor Equipment	650.00
53321	Maintenance of Equipment	2,700.00
56612	Refunds	<u>300.00</u>
		1,065,685.00

001-0711 - Income Tax

52214	Advertising Expense	600.00
52215	Contractual Service	<u>700,000.00</u>
		700,600.00

001-0723 - Civil Service

50111	Straight Time	64,489.00
50112	Overtime	2,500.00

50114	Holiday Time	3,167.00
50115	Vacation	4,319.00
50116	Sick Time	2,879.00
50117	Longevity	1,080.00
50141	Boards & Commissions	1,950.00
51121	Employee Retirement	11,254.00
51122	Employee Hospitalization	5,381.00
51123	Workers' Compensation	2,412.00
51126	Medicare	1,166.00
51127	Social Security	125.00
52211	Education and Travel	250.00
52212	Utilities/Communications	1,000.00
52213	Insurance/Taxes	1,200.00
52214	Advertising Expenses	14,750.00
52215	Contractual Services	10,250.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	50.00
53315	Tools and Minor Equipment	500.00
53321	Maintenance of Equipment	<u>500.00</u>
		131,222.00

001-0741 - Service Director

50111	Straight Time	113,491.00
50114	Holiday Time	5,574.00
50115	Vacation	7,600.00
50116	Sick Time	5,067.00
50117	Longevity	1,080.00
51121	Employee Retirement	18,594.00
51122	Employee Hospitalization	25,903.00
51123	Workers' Compensation	3,985.00
51126	Medicare	1,926.00
52211	Education and Travel	600.00
52212	Utilities/Communications	3,570.00
52213	Insurance/Taxes	2,200.00
52214	Advertising Expenses	150.00
52215	Contractual Services	3,500.00
52226	Professional Services	150.00
53311	Office Supplies	3,000.00
53314	Gasoline and Oil	4,000.00
53315	Tools and Minor Equipment	2,000.00
53321	Maintenance of Equipment	<u>2,200.00</u>
		204,590.00

Service Director's vehicle approved to go home.

001-0742 – Engineering

50111	Straight Time	363,342.00
50112	Overtime	3,248.00
50114	Holiday Time	15,991.00
50115	Vacation	21,805.00
50116	Sick Time	14,538.00
50117	Longevity	2,160.00
51121	Employee Retirement	58,952.00
51122	Employee Hospitalization	83,090.00
51123	Workers' Compensation	12,633.00
51126	Medicare	6,106.00
51131	Uniform and Clothing Allowance	700.00
52211	Education/Travel	3,000.00
52212	Utilities/Communications	6,000.00
52213	Insurance/Taxes	5,500.00
52214	Advertising Expenses	300.00
52215	Contractual Services	15,000.00
52224	Engineering Services	3,000.00
52226	Professional Services	5,000.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	10,500.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>4,000.00</u>
		641,365.00

001-0743 - Maintenance of Public Buildings

50111	Straight Time	67,889.00
50112	Overtime	4,500.00
50114	Holiday Time	3,334.00
50115	Vacation	4,547.00
50116	Sick Time	3,031.00
51121	Employee Retirement	11,663.00
51122	Employee Hospitalization	38,855.00
51123	Workers' Compensation	2,500.00
51126	Medicare	1,208.00
52212	Utilities/Communications	160,000.00
52213	Insurance/Taxes	4,850.00
52214	Advertising Expense	325.00
52215	Contractual Service	6,500.00
52226	Professional Services	250.00
52232	Rental of Equipment	500.00
53313	Operating Supplies	20,500.00

53322	Maintenance of Facilities	20,000.00
54414	Street Resurfacing/Maintenance	<u>20,000.00</u>
		370,452.00

001-0748 - Economic Development

50111	Straight Time	137,392.00
50114	Holiday Time	6,748.00
50115	Vacation Time	9,201.00
50116	Sick Time	6,134.00
50117	Longevity	900.00
50119	Miscellaneous	27,796.00
51121	Employee Retirement	26,344.00
51122	Employee Hospitalization	21,260.00
51123	Workers' Compensation	5,646.00
51126	Medicare	2,729.00
51129	Misc. Personal Services	1,000.00
52211	Education & Travel	12,000.00
52212	Utilities/Communications	2,000.00
52213	Insurance/Taxes	2,400.00
52214	Advertising Expense	12,000.00
52215	Contractual Services	7,000.00
52225	Legal Services	5,000.00
53311	Office Supplies	1,500.00
53315	Tools and Minor Equipment	<u>2,000.00</u>
		289,050.00

001-0749 - Grants for Economic Development

56630	Economic Development Grants	<u>139,008.00</u>
		139,008.00

GRAND TOTAL GENERAL FUND: \$9,200,725.00

SEC. 2: That there is hereby appropriated from the Street M&R Fund:

102-0145 - Traffic Control

50111	Straight Time	37,557.00
50112	Overtime	1,344.00
51121	Employee Retirement	5,447.00
51123	Workers' Compensation	1,168.00
51126	Medicare	565.00
52212	Utilities/Communications	41,000.00
53311	Office Supplies	125.00
53313	Operating Supplies	3,150.00
53315	Tools and Minor Equipment	300.00

53321	Maintenance of Equipment	7,500.00
53322	Maintenance of Facilities`	<u>13,000.00</u>
		111,156.00

102-0190 – Weigh Station

52212	Utilities and Communications	3,000.00
52215	Contractual Service	<u>1,500.00</u>
		4,500.00

102-0545 - Leaf Program

50111	Straight Time	85,806.00
50112	Overtime	4,246.00
51121	Employee Retirement	12,608.00
51123	Workers' Compensation	2,702.00
51126	Medicare	1,306.00
52212	Utilities and Communications	500.00
52213	Insurance and Taxes	200.00
53311	Office Supplies	125.00
53313	Operating Supplies	110.00
53315	Tools and Minor Equipment	325.00
53321	Maintenance of Equipment	<u>12,500.00</u>
		120,428.00

102-0610 - Street Maintenance and Repair

50111	Straight Time	242,951.00
50112	Overtime	21,595.00
50114	Holiday Time	28,370.00
50115	Vacation	38,686.00
50116	Sick Time	25,791.00
50117	Longevity	5,040.00
51121	Employee Retirement	50,741.00
51122	Employee Hospitalization	182,269.00
51123	Workers' Compensation	10,873.00
51126	Medicare	5,256.00
51131	Uniform Allowance	3,500.00
52211	Education and Travel	220.00
52212	Utilities/Communications	3,500.00
52214	Advertising Expense	51.00
52215	Contractual Service	1,100.00
52226	Professional Services	525.00
53311	Office Supplies	510.00
53313	Operating Supplies	1,938.00
53314	Gasoline and Oil	65,000.00

53315	Tools and Minor Equipment	1,020.00
53321	Maintenance of Equipment	27,500.00
53322	Maintenance of Facilities	3,060.00
54414	Street Resurfacing/Maintenance	<u>12,000.00</u>
		731,496.00

Street Superintendent's vehicle authorized to go home.

102-0615 - Street Cleaning

50111	Straight Time	65,538.00
50112	Overtime	29,693.00
51121	Employee Retirement	13,333.00
51123	Workers' Compensation	2,857.00
51126	Medicare	1,381.00
53311	Office Supplies	125.00
53312	Chemicals	220,000.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	<u>122,500.00</u>
		456,927.00

102-0620 - Storm Sewer Maintenance

50111	Straight Time	190,079.00
50112	Overtime	4,389.00
51121	Employee Retirement	27,226.00
51123	Workers' Compensation	5,835.00
51126	Medicare	2,820.00
52213	Insurance and Taxes	1,400.00
52215	Contractual Service	40,000.00
53313	Operating Supplies	5,500.00
53315	Tools and Minor Equipment	525.00
53321	Maintenance of Equipment	27,500.00
53322	Maintenance of Facilities	<u>45,000.00</u>
		350,274.00

GRAND TOTAL STREET M & R FUND: \$1,774,781.00

SEC. 3: That there is hereby appropriated from the State Highway Fund:

103-0610 - Street Maintenance

50111	Straight Time	28,328.00
50112	Overtime	6,722.00
51121	Employee Retirement	4,907.00
51123	Workers' Compensation	1,052.00
51126	Medicare	509.00

53312	Chemicals (Salt)	<u>65,000.00</u>
		106,518.00

GRAND TOTAL STATE HIGHWAY FUND: \$106,518.00

SEC. 4: That there is hereby appropriated from the Parks & Recreation Fund:

104-0301 - Park Maintenance

50111	Straight	511,438.00
50112	Overtime	10,000.00
50114	Holiday Time	11,818.00
50115	Vacation	16,116.00
50116	Sick Time	10,744.00
50117	Longevity	2,556.00
51121	Employee Retirement	78,775.00
51122	Employee Hospitalization	67,685.00
51123	Workers' Compensation	16,881.00
51126	Medicare	8,159.00
51131	Uniform and Clothing Allowance	3,400.00
52211	Travel and Education	2,000.00
52212	Utilities/Communications	30,000.00
52213	Insurance/Taxes	9,000.00
52214	Advertising Expenses	50.00
52215	Contractual Services	52,420.00
52224	Engineering Services	1,500.00
52226	Professional Services	1,000.00
52232	Rental of Equipment	1,500.00
52234	Rental of Facilities	6,000.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	32,272.00
53314	Gasoline and Oil	28,000.00
53315	Tools and Minor Equipment	9,000.00
53321	Maintenance of Equipment	28,000.00
53322	Maintenance of Facilities	30,000.00
54412	Building and Structures	5,000.00
54413	Equipment	5,000.00
54417	Vehicles	25,000.00
56612	Refunds	<u>400.00</u>
		1,004,714.00

Parks Director's vehicle and Superintendent approved to go home.

104-0303 - Splashpads

50111	Straight Time	8,638.00
50112	Overtime	200.00

51121	Employee Retirement	1,238.00
51123	Workers' Compensation	266.00
51126	Medicare	129.00
52212	Utilities and Communication	3,000.00
52213	Insurance and Taxes	200.00
52215	Contractual Services	3,920.00
53312	Chemicals	2,000.00
53313	Operating Supplies	10,272.00
53315	Tools and Minor Equipment	150.00
53321	Maintenance of Equipment	3,000.00
53322	Maintenance of Facilities	<u>2,000.00</u>
		35,013.00

104-0305 - Uptown Park

50111	Straight Time	22,369.00
50112	Overtime	4,856.00
51121	Employee Retirement	3,812.00
51123	Workers' Compensation	817.00
51126	Medicare	395.00
52212	Utilities and Communications	3,200.00
52213	Insurance and Taxes	150.00
52215	Contractual Services	14,700.00
53313	Operating Supplies	18,272.00
53322	Maintenance of Facilities	<u>4,000.00</u>
		72,571.00

104-0309 - Sport Field Maintenance

50111	Straight Time	40,904.00
50112	Overtime	3,400.00
51121	Employee Retirement	6,203.00
51123	Workers' Compensation	1,330.00
51126	Medicare	643.00
52212	Utilities and Communications	22,000.00
52232	Rental of Equipment	1,000.00
52234	Rental of Facilities	1,000.00
53313	Operating Supplies	31,272.00
53321	Maintenance of Equipment	16,000.00
53322	Maintenance of Facilities	10,000.00
54411	Land and Improvements	8,000.00
54412	Building and Structures	20,000.00
54413	Equipment	<u>12,000.00</u>
		173,752.00

GRAND TOTAL PARKS & RECREATION FUND:

\$1,286,050.00

SEC. 5: That there is hereby appropriated from the Local License Fee Fund:

105-0610 - Street Maintenance/Repair

52213	Insurance and Taxes	1,050.00
54417	Vehicles	<u>275,000.00</u>
		276,050.00

GRAND TOTAL LOCAL LICENSE FEE FUND: \$276,050.00

SEC. 6: That there is hereby appropriated from the Police Special Fund:

106-0101- Police

50111	Straight Time	3,424,101.00
50112	Overtime	280,000.00
50114	Holiday Time	157,907.00
50115	Vacation	215,327.00
50116	Sick Time	143,552.00
50117	Longevity	22,968.00
50118	Shift Premium	23,000.00
50119	Miscellaneous	204,417.00
51121	Employee Retirement	37,873.00
51122	Employee Hospitalization	680,252.00
51123	Workers' Compensation	134,139.00
51126	Medicare	64,834.00
51131	Uniform/Clothing Allowance	70,000.00
52211	Education/Travel	60,000.00
52212	Utilities/Communications	12,000.00
52213	Insurance/Taxes	32,000.00
52215	Contractual Services	5,000.00
52226	Professional Services	20,000.00
53311	Office Supplies	10,000.00
53313	Operating Supplies	15,000.00
53314	Gasoline and Oil	78,000.00
53315	Tools & Minor Equipment	60,000.00
53321	Maintenance of Equipment	95,000.00
53322	Maintenance of Facilities	20,000.00
54413	Equipment	42,000.00
54417	Vehicles	<u>105,000.00</u>
		6,012,370.00

106-0102- Police Communications

50111	Straight Time	663,681.00
50112	Overtime	48,000.00

50114	Holiday Time	32,592.00
50115	Vacation	44,443.00
50116	Sick Time	29,629.00
50117	Longevity	5,364.00
50118	Shift Premium	10,000.00
50119	Miscellaneous	21,336.00
51121	Employee Retirement	119,707.00
51122	Employee Hospitalization	200,548.00
51123	Workers' Compensation	25,652.00
51126	Medicare	12,399.00
51131	Uniform/Clothing Allowance	20,000.00
52211	Education/Travel	10,000.00
52212	Utilities/Communications	40,000.00
52213	Insurance/Taxes	10,000.00
52215	Contractual Service	70,000.00
52226	Professional Services	10,000.00
53311	Office Supplies	8,000.00
53313	Operating Supplies	1,500.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	20,000.00
54413	Equipment	<u>60,000.00</u>
		1,472,851.00

106-0103 - Special Police Unit

51123	Workers' Compensation	1,000.00
51131	Uniform/Clothing Allowance	10,000.00
52211	Education/Travel	1,000.00
52213	Insurance and Taxes	<u>1,000.00</u>
		13,000.00

GRAND TOTAL POLICE SPECIAL FUND: \$7,498,221.00

SEC. 7: That there is hereby appropriated from the Fire Special Fund:

107-0110 - Fire Special

50111	Straight Time	800,322.00
50112	Overtime	12,000.00
50114	Holiday Time	11,561.00
50115	Vacation	15,764.00
50116	Sick Time	10,509.00
50117	Longevity	1,080.00
50119	Miscellaneous	20,369.00
51121	Employee Retirement	122,025.00
51122	Employee Hospitalization	77,709.00

51123	Workers' Compensation	26,149.00
51126	Medicare	12,639.00
51131	Uniform and Clothing Allowance	10,000.00
52211	Travel and Education	20,000.00
52212	Utilities/Communications	48,000.00
52213	Insurance/Taxes	15,000.00
52215	Contractual Services	40,000.00
52226	Professional Services	12,000.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	22,000.00
53314	Gasoline and Oil	25,000.00
53315	Tools and Minor Equipment	20,000.00
53321	Maintenance of Equipment	78,000.00
53322	Maintenance of Facilities	25,000.00
54413	Equipment	<u>20,000.00</u>
		1,448,127.00

Fire Chief & Assistant Fire Chief vehicles approved to go home.

GRAND TOTAL FIRE SPECIAL FUND: \$1,448,127.00

SEC. 8: That there is hereby appropriated from the Street M & R Special Fund:

108-0610 – Street Maintenance

54411	Land and Improvements	<u>2,211,000.00</u>
		2,211,000.00

108-0808 – Debt Service

55511	Payment of Principal	814,450.00
55512	Payment of Interest	<u>344,100.00</u>
		1,158,550.00

GRAND TOTAL STREET M & R SPECIAL FUND: \$3,369,550.00

SEC. 9: That there is hereby appropriated from the County Local License Fee Fund:

115-0610 - Street Maintenance/Repair

53313	Operating Supplies	40,000.00
53315	Tools and Minor Equipment	12,000.00
53321	Maintenance of Equipment	<u>17,500.00</u>
		69,500.00

GRAND TOTAL COUNTY LOCAL LICENSE FEE FUND: \$69,500.00

SEC. 9: That there is hereby appropriated from the Police & Fire Disability/Pension Fund:

126-0120 - Police & Fire Pension

51121	Employee Retirement	805,000.00
52213	Insurance and Taxes	3,500.00
52215	Contractual Service	1,000.00
52222	County Auditor/Treasurer	<u>15,000.00</u>
		824,500.00

GRAND TOTAL POLICE & FIRE DISABILITY/PENSION FUND: \$824,500.00

SEC. 10: That there is hereby appropriated from the Emergency Medical Service Fund:

135-0130 - Emergency Medical Service

52212	Utilities and Communications	950.00
52215	Contractual Service	1,600,000.00
52222	County Auditor/Treasurer	<u>27,500.00</u>
		1,628,450.00

GRAND TOTAL EMERGENCY MEDICAL SERVICE FUND: \$1,628,450.00

SEC. 11: That there is hereby appropriated from the Parking Fund:

140-0640 - On Street Meters

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	<u>107.00</u>
		8,729.00

140-0641 - OPNB Lot #1

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	107.00
52234	Rental of Facilities	<u>19,725.00</u>
		28,454.00

140-0642 – City Hall Parking Deck

52212	Utilities and Communications	<u>10,000.00</u>
		10,000.00

140-0643 - Feckley Lot #3

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	<u>107.00</u>
		8,729.00

140-0644 - Town Square Commons Lot #4

50111	Straight Time	7,368.00
51121	Employee Retirement	1,032.00
51123	Workers' Compensation	222.00
51126	Medicare	107.00
52234	Rental of Facilities	<u>8,400.00</u>
		17,129.00

140-0645 – Parking Deck

50111	Straight Time	2,111.00
50112	Overtime	373.00
51121	Employee Retirement	348.00
51123	Workers' Compensation	75.00
51126	Medicare	37.00
52212	Utilities and Communications	10,000.00
52213	Insurance and Taxes	700.00
53313	Operating Supplies	1,000.00
53322	Maintenance of Facility	<u>2,000.00</u>
		16,644.00

GRAND TOTAL PARKING FUND: \$89,685.00

SEC. 12: That there is hereby appropriated from the Medina Square Christmas Lighting Fund:

141-0310 – Medina Square Christmas Lighting

53313	Operating Supplies	<u>11,500.00</u>
		11,500.00

GRAND TOTAL MEDINA SQUARE CHRISTMAS LIGHTING TOTAL: \$11,500.00

SEC. 13: That there hereby appropriated from the Economic Development Fund:

143-0748 – Economic Development Fund

50111	Straight Time	22,925.00
50114	Holiday Time	1,126.00
50115	Vacation Time	1,536.00
50116	Sick Time	1,024.00
50117	Longevity	324.00
51121	Employee Retirement	3,771.00
51122	Employee Hospitalization	2,691.00
51123	Workers' Compensation	809.00
51126	Medicare	391.00
52215	Contractual Service	<u>30,000.00</u>
		64,597.00

GRAND TOTAL ECONOMIC DEVELOPMENT FUND: \$64,597.00

SEC. 14: That there is hereby appropriated from the Cable TV Fund:

144-0730 - Cable TV Fund

50111	Straight Time	263,252.00
50112	Overtime	10,000.00
50114	Holiday Time	11,035.00
50115	Vacation Time	15,047.00
50116	Sick Time	10,032.00
50117	Longevity	2,484.00
51121	Employee Retirement	43,659.00
51122	Employee Hospitalization	77,709.00
51123	Workers' Compensation	9,356.00
51126	Medicare	4,522.00
52211	Education and Travel	250.00
52212	Utilities and Communications	3,500.00
52213	Insurance and Taxes	2,500.00
52215	Contractual Service	15,000.00
52226	Professional Services	250.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	2,000.00
53314	Gasoline and Oil	250.00
53315	Tools and Equipment	10,000.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		482,846.00

GRAND TOTAL CABLE TV FUND: \$482,846.00

SEC. 15: That there is hereby appropriated from the Railroad Renovation Fund:

145-0630 – Railroad Renovation Fund

50111	Straight Time	11,869.00
51121	Employee Retirement	1,662.00
51123	Workers' Compensation	357.00
51126	Medicare	173.00
52212	Utilities and Communications	3,500.00
52213	Insurance and Taxes	20,000.00
52215	Contractual Service	35,000.00
54411	Land and Improvements	<u>17,441.00</u>
		90,002.00

GRAND TOTAL RAILROAD FUND: \$ 90,002.00

SEC. 16: That there is hereby appropriated from the Pre-Trial Drug Testing Fund:

157-0705 – Pre-Trial Drug Testing Fund

52226	Professional Services	2,000.00
53313	Operating Supplies	1,500.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		4,500.00

GRAND TOTAL PRE-TRIAL DRUG TESTING FUND: \$ 4,500.00

SEC. 17: That there is hereby appropriated from the Presentence Investigations Fund:

159-0705 – Presentence Investigations Fund

50111	Straight Time	9,679.00
50114	Holiday Time	476.00
50115	Vacation Time	649.00
50116	Sick Time	433.00
51121	Employee Retirement	1,574.00
51122	Employee Hospitalization	5,181.00
51123	Workers' Compensation	338.00
51125	Insurance Benefits	63.00
51126	Medicare	163.00
52211	Education and Travel	1,500.00
52215	Contractual Service	1,000.00
52226	Professional Services	2,500.00
53313	Operating Supplies	1,000.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		27,056.00

GRAND TOTAL PRESENTENCE INVESTIGATIONS FUND: \$27,056.00

SEC. 18: That there is hereby appropriated from the Computer Legal Research Fund:

160-0705 - Municipal Court Computer Legal Research

50111	Straight Time	14,486.00
50114	Holiday Time	712.00
50115	Vacation Time	970.00
50116	Sick Time	647.00
51121	Employee Retirement	2,355.00
51122	Employee Hospitalization	6,476.00
51123	Workers' Compensation	505.00
51126	Medicare	244.00
53315	Tools and Minor Equipment	<u>10,000.00</u>
		36,395.00

GRAND TOTAL COMPUTER LEGAL RESEARCH FUND: \$36,395.00

SEC. 19: That there is hereby appropriated from the Municipal Court Probation Service Fund:

161-0705 - Municipal Court Probation Service

50111	Straight Time	77,930.00
51121	Employee Retirement	10,911.00
51123	Workers' Compensation	2,338.00
51126	Medicare	1,130.00
51131	Uniform Allowance	1,500.00
52211	Education and Travel	3,000.00
52226	Professional Services	12,000.00
53315	Tools and Minor Equipment	<u>2,000.00</u>
		110,809.00

GRAND TOTAL MUNICIPAL COURT PROBATION SERVICE FUND: \$110,809.00

SEC. 20: That there is hereby appropriated from the Community Service Fee Fund:

164-0705 - Community Service Fee Fund

52213	Insurance and Taxes	<u>1,500.00</u>
		1,500.00

GRAND TOTAL COMMUNITY SERVICE FEE FUND: \$1,500.00

SEC. 21: That there is hereby appropriated from the Indigent Driver Alcohol Treatment Fund:

165-0705 - Municipal Court Indigent Driver

52215	Contractual Service	<u>70,000.00</u>
		70,000.00
GRAND TOTAL INDIGENT DRIVER FUND:		\$ 70,000.00

SEC. 22: That there is hereby appropriated from the Indigent Driver Interlock Monitoring Fund:

166-0705 - Municipal Court Indigent Driver Interlock Monitoring

52226	Professional Services	<u>30,000.00</u>
		30,000.00

GRAND TOTAL MUNICIPAL COURT INDIGENT DRIVER INTERLOCK MONITORING FUND: **\$ 30,000.00**

SEC. 23: That there is hereby appropriated from the Municipal Court Clerk Computer Fund:

167-0705 - Municipal Court Clerk Computer

50111	Straight Time	43,475.00
50114	Holiday Time	2,135.00
50115	Vacation Time	2,912.00
50116	Sick Time	1,941.00
51121	Employee Retirement	7,065.00
51122	Employee Hospitalization	19,428.00
51123	Workers' Compensation	1,514.00
51126	Medicare	732.00
52215	Contractual Service	35,000.00
53315	Tools and Minor Equipment	7,000.00
53321	Maintenance of Equipment	<u>10,000.00</u>
		131,202.00

GRAND TOTAL COURT CLERK FUND: **\$131,202.00**

SEC. 24: That there is hereby appropriated from the Court Case Management Fund:

168-0705 - Court Case Management

52215	Contractual Services	35,000.00
53315	Tools and Minor Equipment	<u>12,000.00</u>
		47,000.00

GRAND TOTAL COURT CASE MANAGEMENT FUND: **\$47,000.00**

SEC. 25: That there is hereby appropriated from the Court Special Projects Fund:

169-0705 – Court Special Projects

52234	Rental of Facilities	<u>200,000.00</u>
		200,000.00

GRAND TOTAL COURT SPECIAL PROJECTS FUND: \$200,000.00

SEC. 26: That there is hereby appropriated from the General Purpose Capital Fund:

301-0707 – General Purpose Capital

55511	Payment of Principal	200,000.00
55512	Payment of Interest	<u>45,588.00</u>
		245,588.00

GRAND TOTAL GENERAL PURPOSE CAPITAL FUND: \$ 245,588.00

SEC. 27: That there is hereby appropriated from the Fire Capital Replacement Fund:

307-0110 – Fire Capital Replacement

54413	Equipment	<u>40,000.00</u>
		40,000.00

GRAND TOTAL FIRE CAPITAL REPLACEMENT FUND: \$ 40,000.00

SEC. 28: That there is hereby appropriated from the Computer/Electronic Technology Fund:

388-0714 – Computer/Electronic Technology

53315	Tools and Minor Equipment	52,000.00
54413	Equipment	<u>175,000.00</u>
		227,000.00

GRAND TOTAL COMPUTER/ELECTRONIC TECHNOLOGY FUND: \$227,000.00

SEC. 29: That there is hereby appropriated from the Special Assess Projects Fund:

428-0201 – Weed Control

52215	Contractual Service	10,000.00
52222	County Auditor/Treasurer	150.00

52226	Professional Services	<u>500.00</u>
		10,650.00

GRAND TOTAL SPECIAL ASSESS PROJECTS FUND: \$10,650.00

SEC. 30: That there is hereby appropriated from the Water Fund:

513-0531 - Water Office

50111	Straight Time	71,181.00
50112	Overtime	2,000.00
50114	Holiday Time	2,293.00
50115	Vacation	3,127.00
50116	Sick Time	2,085.00
50117	Longevity	576.00
51121	Employee Retirement	11,377.00
51122	Employee Hospitalization	25,903.00
51123	Workers' Compensation	2,438.00
51126	Medicare	1,179.00
53315	Tools & Minor Equipment	100.00
53321	Maintenance of Equipment	6,000.00
56612	Refunds	<u>4,000.00</u>
		132,259.00

513-0533 - Water Treatment Plant

50111	Straight Time	578,538.00
50112	Overtime	118,000.00
50114	Holiday Time	28,411.00
50115	Vacation	38,742.00
50116	Sick Time	25,828.00
50117	Longevity	5,796.00
51121	Employee Retirement	111,345.00
51122	Employee Hospitalization	233,601.00
51123	Workers' Compensation	23,860.00
51126	Medicare	11,533.00
51131	Uniform/Clothing Allowance	5,000.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	2,900,000.00
52213	Insurance and Taxes	15,000.00
52214	Advertising Expense	200.00
52215	Contractual Services	43,000.00
52226	Professional Services	250.00
52232	Rental of Equipment	10,000.00
53311	Office Supplies	1,200.00
53312	Chemicals	1,200.00
53313	Operating Supplies	275,000.00

53314	Gasoline and Oil	24,000.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	35,000.00
53322	Maintenance of Facilities	50,000.00
54412	Building and Structures	280,000.00
54414	Street Resurfacing/Maintenance	40,000.00
54417	Vehicles	40,000.00
54418	Water System Maintenance	<u>12,000.00</u>
		4,919,504.00

One (1) vehicle authorized to go home.

513-0708 – Water-Cash Control

50111	Straight Time	87,040.00
50112	Overtime	3,350.00
50114	Holiday Time	3,187.00
50115	Vacation Time	4,779.00
50116	Sick Time	3,187.00
50117	Longevity	971.00
51121	Employee Retirement	14,352.00
51122	Employee Hospitalization	29,452.00
51123	Workers' Compensation	3,076.00
51126	Medicare	1,487.00
52211	Education and Travel	680.00
52212	Utilities and Communications	1,300.00
52213	Insurance and Taxes	1,560.00
52215	Contractual Service	20,400.00
52226	Professional Services	99.00
53311	Office Supplies	39,015.00
53313	Operating Supplies	104.00
53315	Tools and Minor Equipment	1,695.00
53321	Maintenance of Equipment	6,350.00
54413	Equipment	<u>1,980.00</u>
		224,064.00

GRAND TOTAL WATER FUND: \$5,275,827.00

SEC. 31: That there is hereby appropriated from the Sanitation Fund:

514-0541 - Sanitation Office

50111	Straight Time	47,550.00
51121	Employee Retirement	6,657.00
51123	Workers' Compensation	1,427.00
51126	Medicare	690.00
52212	Utilities and Communications	300.00
52213	Insurance and Taxes	400.00

52215	Contractual Service	3,000.00
53311	Office Supplies	500.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	3,500.00
56612	Refunds	<u>1,000.00</u>
		66,024.00

514-0543 - Sanitation Collection

50111	Straight Time	970,542.00
50112	Overtime	77,000.00
50114	Holiday Time	40,058.00
50115	Vacation	54,624.00
50116	Sick Time	36,416.00
50117	Longevity	9,180.00
51121	Employee Retirement	166,295.00
51122	Employee Hospitalization	246,037.00
51123	Workers' Compensation	35,635.00
51126	Medicare	17,224.00
51131	Uniform and Clothing Allowance	8,950.00
52212	Utilities and Communications	4,200.00
52213	Insurance and Taxes	22,000.00
52215	Contractual Services	1,350,000.00
52226	Professional services	1,000.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	175,000.00
53315	Tools & Minor Equipment	40,000.00
53321	Maintenance of Equipment	290,000.00
53322	Maintenance of Facilities	1,500.00
54417	Vehicles	<u>395,000.00</u>
		3,945,161.00

514-0708 - Utility Billing

50111	Straight Time	72,829.00
50112	Overtime	2,740.00
50114	Holiday Time	2,667.00
50115	Vacation Time	3,999.00
50116	Sick Time	2,667.00
50117	Longevity	812.00
51121	Employee Retirement	12,000.00
51122	Employee Hospitalization	24,682.00
51123	Workers' Compensation	2,572.00
51126	Medicare	1,243.00
52211	Education and Travel	561.00
52212	Utilities and Communications	1,082.00
52213	Insurance and Taxes	1,367.00

52215	Contractual Service	17,850.00
52226	Professional Services	94.00
53311	Office Supplies	32,722.00
53313	Operating Supplies	86.00
53315	Tools and Minor Equipment	1,357.00
53321	Maintenance of Equipment	5,233.00
54413	Equipment	<u>1,683.00</u>
		188,246.00

GRAND TOTAL SANITATION FUND: \$ 4,199,431.00

SEC. 32: That there is hereby appropriated from the Water Capital Improvement Fund:

546-0530 - Water Capital Improvements

55511	Payment of Principal	415,000.00
55512	Payment of Interest	<u>37,950.00</u>
		452,950.00

GRAND TOTAL WATER CAPITAL IMPROVEMENT FUND: \$ 452,950.00

SEC. 33: That there is hereby appropriated from the Municipal Airport Fund:

547-0650 - Municipal Airport

52212	Contractual Services	1,000.00
52213	Insurance and Taxes	12,500.00
52215	Contractual Service	2,000.00
53314	Gasoline and Oil	<u>105,000.00</u>
		120,500.00

547-0656 – Municipal Airport FY02-07-12-17

54411	Land and Improvements	<u>15,000.00</u>
		15,000.00

GRAND TOTAL MUNICIPAL AIRPORT FUND: \$135,500.00

SEC. 34: That there is hereby appropriated from the Rec. Center Administration Fund:

574-0303 – Municipal Pool

50111	Straight Time	62,551.00
51121	Employee Retirement	8,758.00
51123	Workers' Compensation	1,877.00
51126	Medicare	907.00
51131	Uniform Allowance	300.00

52211	Education and Travel	200.00
52212	Utilities and Communications	14,000.00
52213	Insurance and Taxes	1,200.00
52215	Contractual Service	800.00
52226	Professional Services	350.00
53311	Office Supplies	200.00
53312	Chemicals	10,000.00
53313	Operating Supplies	7,500.00
53315	Tools and Minor Equipment	1,500.00
53321	Maintenance of Equipment	1,000.00
53322	Maintenance of Facilities	<u>2,000.00</u>
		113,143.00

574-0350 – Administration

50111	Straight Time	384,265.00
50112	Overtime	5,000.00
50114	Holiday Time	17,509.00
50115	Vacation	23,876.00
50116	Sick Time	15,918.00
50117	Longevity	2,808.00
51121	Employee Retirement	62,913.00
51122	Employee Hospitalization	84,764.00
51123	Workers' Compensation	13,482.00
51126	Medicare	6,516.00
51131	Uniform Allowance	1,200.00
52211	Education/Travel	1,000.00
52212	Utilities/Communications	150,000.00
52213	Insurance/Taxes	8,000.00
52214	Advertising Expense	20,000.00
52215	Contractual Services	50,600.00
52226	Professional Services	2,700.00
53311	Office Supplies	4,000.00
53313	Operating Supplies	2,500.00
53315	Tools & Minor Equipment	10,000.00
53321	Maintenance of Equipment	10,000.00
56611	Transfers	<u>130,000.00</u>
		1,007,051.00

574-0351 – Facilities

50111	Straight Time	222,783.00
51121	Employee Retirement	31,190.00
51123	Workers' Compensation	6,684.00
51126	Medicare	3,231.00
52213	Insurance and Taxes	1,000.00
52215	Contractual Service	12,650.00

53311	Office Supplies	300.00
53313	Operating Supplies	7,400.00
53315	Tools & Minor Equipment	35,000.00
53321	Maintenance of Equipment	14,000.00
53322	Maintenance of Facility	<u>230,000.00</u>
		564,238.00
		22,521.00

574-0353 – Café

52213	Insurance and Taxes	400.00
52215	Contractual Services	600.00
53313	Operating Supplies	3,500.00
53315	Tools and Minor Equipment	200.00
53321	Maintenance of Equipment	<u>100.00</u>
		4,800.00

574-0356 – Aquatics

50111	Straight Time	326,099.00
51121	Employee Retirement	45,654.00
51123	Workers' Compensation	9,783.00
51126	Medicare	4,729.00
51131	Uniform Allowance	800.00
52211	Education/Travel	500.00
52215	Contractual Services	9,000.00
53312	Chemicals	40,000.00
53313	Operating Supplies	3,000.00
53315	Tools & Minor Equipment	2,000.00
53321	Maintenance of Equipment	1,500.00
53322	Maintenance of Facility	<u>500.00</u>
		443,565.00

574-0357 – Programs

50111	Straight Time	126,446.00
51121	Employee Retirement	17,703.00
51123	Workers' Compensation	3,794.00
51126	Medicare	1,834.00
52211	Education and Travel	500.00
52215	Contractual Services	42,000.00
53311	Office Supplies	100.00
53313	Operating Supplies	21,000.00
53314	Gasoline and Oil	500.00
53315	Tools & Minor Equipment	4,000.00
53321	Maintenance of Equipment	<u>2,000.00</u>
		219,877.00

GRAND TOTAL REC. CENTER ADMINISTRATION: \$2,352,674.00

SEC. 35: That there is hereby appropriated from the MCRC Capital Fund:

575-0350 – MCRC Capital

54412	Building and Structures	<u>130,000.00</u>
		130,000.00

GRAND TOTAL MCRC CAPITAL FUND: \$ 130,000.00

SEC. 36: That there is hereby appropriated from the Section 125 Fund:

616-0915 - Section 125 Fund

59938	Section 125	<u>100,000.00</u>
		100,000.00

GRAND TOTAL SECTION 125 FUND: \$100,000.00

SEC. 37: That there is hereby appropriated from the Payroll Fund:

625-0915 – Payroll

59911	Net Payroll	10,293,000.00
59912	Federal Withholding Taxes	1,606,000.00
59913	Police Disability	351,000.00
59915	Public Employee Retirement	1,145,000.00
59916	Medical Mutual of Ohio	194,000.00
59918	OML Group Accident	1,000.00
59919	Garnishments	72,000.00
59922	State Withholding	401,000.00
59923	Local Withholding	198,000.00
59924	OPBA	20,000.00
59925	Colonial Life Insurance	48,000.00
59928	Deferred Compensation	518,000.00
59929	Employee Share Medicare	207,000.00
59930	City Share Medicare	207,000.00
59931	Teamsters	40,000.00
59932	School District Income Tax	11,000.00
59933	Medina County Credit Union	392,000.00
59935	Employee Share FICA	11,000.00
59936	City Share FICA	16,000.00
59937	Guardian Life Insurance	16,000.00
59938	IWS/Section 125 Plan	<u>41,000.00</u>
		15,788,000.00

GRAND TOTAL PAYROLL FUND: \$15,788,000.00

SEC. 38: That there is hereby appropriated from the Agency Revolving Fund:

637-0920 – Agency

52211	Education and Travel	350.00
52212	Utilities and Communications	1,000.00
52215	Contractual Service	5,500.00
53311	Office Supplies	750.00
53313	Operating Supplies	1,000.00
53321	Maintenance of Equipment	1,500.00
53322	Maintenance of Facilities	5,500.00
56612	Refunds	32,500.00
56613	Reimbursements	<u>310,000.00</u>
		358,100.00

GRAND TOTAL AGENCY REVOLVING FUND: \$358,100.00

SEC. 39: That there is hereby appropriated from the Auto Mechanics Revolving Fund:

676-0746 - Auto Mechanic

50111	Straight Time	253,280.00
50112	Overtime	4,000.00
50114	Holiday Time	12,438.00
50115	Vacation Time	16,961.00
50116	Sick Time	11,308.00
50117	Longevity	1,800.00
51121	Employee Retirement	41,971.00
51122	Employee Hospitalization	103,612.00
51123	Workers' Compensation	8,994.00
51126	Medicare	4,347.00
51131	Uniform Allowance	3,000.00
52211	Education and Travel	1,000.00
52212	Utilities and Communications	1,100.00
52213	Insurance and Taxes	4,200.00
52215	Contractual Service	6,000.00
52226	Professional Services	400.00
53311	Office Supplies	300.00
53313	Operating Supplies	12,500.00
53314	Gasoline and Oil	12,500.00
53315	Tools and Minor Equipment	15,000.00
53321	Maintenance of Equipment	6,000.00
53322	Maintenance of Facilities	<u>3,000.00</u>
		523,711.00

GRAND TOTAL AUTO MECHANIC REVOLVING FUND: \$523,711.00

SEC. 40: That there is hereby appropriated from the IT Maintenance Fund:

688-0714 – IT Maintenance

50111	Straight Time	63,254.00
50114	Holiday Time	3,107.00
50115	Vacation Time	4,236.00
50116	Sick Time	2,824.00
51121	Employee Retirement	10,279.00
51122	Employee Hospitalization	10,498.00
51123	Workers' Compensation	2,203.00
51126	Medicare	1,065.00
52211	Education and Travel	500.00
52212	Utilities and Communications	1,550.00
52213	Insurance and Taxes	1,550.00
53311	Office Supplies	500.00
56615	Advances	<u>50,000.00</u>
		151,566.00

GRAND TOTAL IT MAINTENANCE FUND: \$151,566.00

SEC. 41: That there is hereby appropriated from the Developer Deposits Fund:

723-0983 – Grading Deposits

56612	Refunds	<u>17,000.00</u>
		17,000.00

GRAND TOTAL DEVELOPER DEPOSITS FUND: \$17,000.00

SEC. 42: That there is hereby appropriated from the Utility Deposit Fund:

741-0945 - Utility Deposits

56612	Refunds	<u>30,000.00</u>
		30,000.00

GRAND TOTAL UTILITY DEPOSIT FUND: \$30,000.00

SEC. 43: That there is hereby appropriated from the Cemetery Endowment Fund:

819-0220 – Cemetery Endowment

53313	Operating Supplies	<u>1,500.00</u>
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1,500.00

GRAND TOTAL CEMETERY ENDOWMENT FUND: \$1,500.00

SEC. 44: That there is hereby appropriated from the Cemetery Investment Fund:

820-0225 – Cemetery Investment

56612 Refunds 5,000.00
5,000.00

GRAND TOTAL CEMETERY ENDOWMENT FUND: \$5,000.00

SEC. 45: That there is hereby appropriated from the Law Library Fund:

924-0930 - Law Library

56612 Refunds 65,000.00
65,000.00

GRAND TOTAL LAW LIBRARY FUND: \$65,000.00

SEC. 46: That there is hereby appropriated from the Bid & Performance Bond Fund:

938-0940 – Bid & Performance Bond

56612 Refunds 100,000.00
100,000.00

GRAND TOTAL BID & PERFORMANCE BOND FUND: \$100,000.00

SEC. 47: That there is hereby appropriated from the Board of Building Standards Fund:

939-0430 - Board of Building Standards

52213 Insurance and Taxes 14,500.00
14,500.00

GRAND TOTAL BOARD OF BUILDING STANDARDS FUND: \$14,500.00

GRAND TOTAL ALL FUNDS: \$59,103,561.00

SEC. 48: That all expenditures against the appropriation hereinabove authorized shall be made in accordance with the Code of Accounts set forth in the 2024 Annual City Budget.

SEC. 49: That no department head is permitted to transfer funds into or out of **Line Item**

50119, Miscellaneous (Retirement/Termination Payouts), Line Item 51122, Employee Hospitalization or line item 51123, Workers Compensation, without the legislative authority of Council.

SEC. 50: That the Finance Director is hereby authorized to draw his warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefor, approved by the Board of Officers authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures in accordance with the Code of Accounts of the 2024 Annual City Budget.

SEC. 51: That the Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Medina County Auditor.

SEC. 52: 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. 53: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 191-23

A RESOLUTION ADOPTING A FIVE-YEAR BUDGET FOR THE CITY OF MEDINA, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2024 THROUGH DECEMBER 31, 2028.

WHEREAS: Resolution No. 98-08, passed May 27, 2008 adopted the 2008 Strategic Plan Update for the City of Medina to formulate a clear, concise and comprehensive vision of the desired future for the City; and

WHEREAS: As part of the planning process, the City has also prepared a Five-Year Budget for each department to serve as a planning tool to identify and prepare for future needs and funding; and

WHEREAS: While the Plan incorporates the ability to carry forward unspent funds for the purpose of future planning for each department, with the exception of **Line Item 50119 – Miscellaneous (Retirement/Termination Payouts)**, Line Item 51121-Employee Hospitalization and Line Item 51123-Workers Compensation, Council reserves the authority to annually review and discuss the carry forward balances as set forth in a separate process to be established and adopted.

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

SEC. 1: That the Medina City Council hereby adopts the financial report entitled Five-Year Budget for the period beginning January 1, 2024 through December 31, 2028.

SEC. 2: That a full copy of said Five-Year Budget including projected revenues and estimates shall be kept on file in the Council Offices for official use and reference.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 192-23

AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT PAYMENTS TO CARLISLE BRAKE & FRICTION / FRICTION PRODUCTS.

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

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

WHEREAS: Ordinance No. 63-17, passed May 8, 2017, authorized the Job Creation Grant Agreement #JCG13 for Carlisle Brake & Friction; and

WHEREAS: Ordinance No. 114-20, passed June 22, 2020, authorized the Job Creation Grant Agreement #JCG21 for Carlisle Brake & Friction; and

WHEREAS: The Business Development Committee met to review the progress of these two grants and is recommending the payment of \$53,491.89 (\$18,750.06 for JCG13 & \$34,741.83 for JCG21).

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

SEC. 1: That the Job Creation Grant payment of \$53,491.89 to Carlisle Brake & Friction is hereby authorized.

SEC. 2: That the funds to cover this payment in the amount of \$53,491.89 are available in Account No. 001-0749-56630.

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

ORDINANCE NO. 193-23

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS TO PROVIDE FIXED ROUTE PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF MEDINA FOR THE PERIOD OF JANUARY 1, 2024 THROUGH AUGUST 31, 2025.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2024 through August 31, 2025 as part of the PY23 Community Development Block Grant (CDBG).

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the City’s bi-annual share of this is \$90,000.00 and will be available as follows: \$75,000.00 in Account No. 125-0542-52215 (CDBG Allocation Grant) and \$15,000.00 in Account No. 001-0707-52215.

SEC. 4: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

MEMORANDUM OF UNDERSTANDING

ORD. 193-23
EKH. A

Medina County Public Transit, acting on behalf of the Medina County Board of Commissioners, hereby agrees to provide public transportation services and complementary paratransit services within the City of Medina during the operating period of January 1, 2024 through August 31, 2025.

Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through the use of Medina County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

Hours of operation for these services shall be approximately 6:00 a.m. through 6:00 p.m., Monday through Friday, and 10:00 a.m. through 5:00 p.m., on Saturdays.

Medina County Public Transit acknowledges that transit services will be provided for Low To Moderate Income/Limited Clientele (i.e., elderly, disabled, etc.) in Medina.

Medina County Public Transit will be responsible for tracking ridership numbers in Medina.

No later than October 17, 2025 (two weeks prior to the end of the grant period on October 31, 2025) Medina County Public Transit will provide ridership numbers for Low To Moderate Income/Limited Clientele in Medina to the City of Medina.

The City of Medina, in recognition of the importance of providing these services to its residents, shall contribute the total amount of \$90,000.00 toward the overall costs of operation of these transit services during the aforementioned period. Medina County will commit \$300,000 towards the Medina County Transit Services for the aforementioned period.

An annual invoice will be sent by Medina County Public Transit to the City of Medina for transit services.

Either party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.

Colleen Swedyk, President
Medina County Board of Commissioners

Dennis Hanwell, Mayor
City of Medina

Date: _____

Date: _____

ORDINANCE NO. 194-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF MEDINA AND OLSON PRODUCTS, INC. PERTAINING TO THE MEDINA MUNICIPAL AIRPORT.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Settlement Agreement and Release between the City of Medina and Olson Products, Inc. dba Flight Services of Medina pertaining to the Medina Municipal Airport.

SEC. 2: That a copy of the Settlement Agreement and Release is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT and RELEASE ("Agreement") is made by and among the **CITY OF MEDINA**, a municipal corporation organized and operated under the laws of the State of Ohio ("City"), **OLSON PRODUCTS, INC.**, an Ohio corporation, d/b/a Flight Services of Medina ("Olson Products"), **PRIVATE HANGARS MMA LLC**, an Ohio limited liability company ("Private Hangars LLC"), and Earle Olson (collectively Earle Olson, Private Hangars and Olson Products, the "Olson Entities"). City and the Olson Entities are each referenced herein as a "party" or collectively as the "parties." This Agreement shall be effective the date the last party to sign executes this Agreement (the "Effective Date").

I. RECITALS

- A. City is the owner of the Medina Municipal Airport and the lands upon which Medina Airport operates and is situated (collectively, the "Medina Airport").
- B. City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Lease and Fixed-Base Operating Agreement on or about December 12, 2001 (the "FBO Lease"). A copy of the FBO Lease is attached to this Agreement as Exhibit A.
- C. City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Lease Agreement on or about December 12, 2001 (the "Master Land Lease"). A copy of the Master Land Lease is attached to this Agreement as Exhibit B. Pursuant to the Master Land Lease, Olson Products constructed certain aircraft hangars upon the land described in the Master Land Lease.
- D. On or about March 10, 2014, City authorized Olson Products (d/b/a Flight Services of Medina) to sublease a portion of the land leased from City under the Master Land Lease (the "Private Hangars Land") to Private Hangars LLC. A sublease was concurrently entered on March 10, 2014 (the "Private Hangars Sublease"). A copy of the Private Hangars Sublease is attached to

this Agreement as **Exhibit C**. A series of hangars or buildings with individual hangars were constructed by one or more of the Olson Entities upon the land subleased to Private Hangars LLC (each a "Hangar" or collectively the "Hangars").

- E. On or about November 12, 1994, City and Olson Products (d/b/a Flight Services of Medina) entered into a certain lease agreement (the "1994 Land Lease"). A copy of the 1994 Land Lease is attached to this Agreement as **Exhibit D**. The 1994 Land Lease was amended by a certain Lease Amendment dated on or about June 11, 1998 (the "1994 Lease Amendment"). A copy of the 1994 Lease Amendment is attached to this Agreement as **Exhibit E**. The 1994 Land Lease and the 1994 Lease Amendment are collectively referenced herein as the "1994 Amended Land Lease."
- F. On or about July 10, 2012, City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Agreement (the "Jet Fuel Depot Agreement") with respect to a jet fuel depot and related equipment located in, on, or under the Medina Airport (collectively, the "Jet Fuel Depot"). A copy of the Jet Fuel Depot Agreement is attached to this Agreement as **Exhibit F**.
- G. Upon certain portions of the Medina Airport land leased to Olson Products (such portions generally near or adjacent to fixed base operation facilities under the FBO Lease) there is located a fuel farm consisting of aviation fueling facilities (the "Fuel Farm"), including, but not limited to, the following items located thereon or used in connection therewith (collectively with the Fuel Farm, the "Fuel Farm and Fueling Equipment"): aviation gas tank and associated fueling apparatus and equipment; credit card reader; and spill containment improvements.
- H. In addition to the other leases referred to in the forgoing recitals, on or about June 26, 2012 City and Olson Products (d/b/a Flight Services of Medina) entered into a certain Lease (the "Helicopter Crew Building Lease"). A copy of the Helicopter Crew Building Lease is attached hereto as **Exhibit I**.

- I. On or about February 24, 2023, City filed a civil action against Olson Products and Olson Products d/b/a Flight Services of Medina in the Court of Common Pleas, Medina County, Ohio, which action was assigned Case No. 23CIV0162 (the "Medina Civil Action").
- J. City and the Olson Entities desire to compromise and resolve all their respective rights, obligations, responsibilities, demands, claims, causes of action, and disputes between City and each of the Olson Entities as of the Effective Date, including, but not limited to, all their respective rights, obligations, responsibilities, demands, claims, causes of action, and disputes among each other as of the Effective Date, including those arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, Helicopter Crew Building Lease and all causes of action that are raised, or could have been raised, in the Medina Civil Action.

Now, therefore, in consideration of the foregoing recitals, the mutual promises set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

II. AGREEMENT

1. FBO Lease Termination; Helicopter Crew Building Lease Termination.
 - (a) As of the Effective Date, the term of the FBO Lease shall expire, and Olson Products shall surrender the premises therein described to City in the condition required by the FBO Lease. The entire premises under the FBO Lease shall revert to the City on the Effective Date. Olson Products shall pay all utilities, real estate taxes and assessments attributable to or for the premises for periods prior to the Effective Date. Real estate taxes and assessments due shall be paid at the time bills are issue by the county with the City providing proration calculations to Olson Products at that time.
 - (b) To the extent the FAA, or rules and regulations promulgated by the FAA, require the keeping of Airport records or recording of Airport operations and

activity, Olson Products shall turn over all current and historic copies of such records which may be in its possession and control.

- (c) As of the Effective Date, the term of the Helicopter Crew Building Lease shall expire, and Olson Products shall surrender the premises therein described to City in the condition required by the Helicopter Crew Building Lease. The entire premises under the Helicopter Crew Building Lease shall revert to the City on the Effective Date. Olson Products shall pay all utilities, real estate taxes and assessments attributable to of for the premises for periods prior to the Effective Date. Real estate taxes and assessments due shall be paid at the time bills are issue by the county with the City providing proration calculations to Olson Products at that time.

2. Lease Amendments.

- (a) Concurrent with the Effective Date, Olson Products shall enter into the Lease Modification Agreement (Private Hangars MMA LLC Facility) attached to this Agreement as Exhibit G (the "Master Lease Modification"), thereby amending the Master Land Lease. Private Hangers LLC shall concurrently consent in writing to the Master Lease Modification by executing the Consent of Sublessee attached to the Master Lease Modification. The Master Lease Modification, *inter alia*, revises the land included as the premises under the Master Land Lease such that said premises shall include only the land upon which each Hangar (existing as of the Effective Date) is located together with the portion of apron areas shown as part of the premises on Amended Exhibit A referenced in the Master Lease Modification.
- (b) Concurrent with the Effective Date, Olson Products shall enter into the Lease Modification Agreement (Hangar F-1, F-2, F-3 and Helicopter Maintenance Hangar) attached to this Agreement as Exhibit H (the "1994 Lease Modification"), thereby amending the 1994 Amended Land Lease. The 1994 Lease Modification, *inter alia*,

revises the land included as the premises under the 1994 Amended Land Lease such that said premises shall include only the land upon which each Hangar (existing as of the Effective Date) is located together with the portion of apron areas shown as part of the premises on Amended Exhibit A referenced in the 1994 Amended Land Lease.

3. Acquisition of Fuel Farm and Fueling Equipment.

- (a) Concurrent with the Effective Date, City shall purchase from Olson Products the Fuel Farm and Fueling Equipment together with any and all interests Olson Products or any of the Olson Entities has or may have in the Jet Fuel Depot (collectively, the "Fuel Farm and Jet Fuel Depot Interests"). For avoidance of doubt, the purchase also includes all aviation and jet fuel contained in, on, or under the Fuel Farm, the Fueling Equipment, and the Jet Depot as of the Effective Date.
- (b) As of the Effective Date the Jet Fuel Depot Agreement shall terminate. Within thirty (30) days after the Effective Date the parties shall reconcile the amounts due and payable among the parties as of the Effective Date pursuant to Sections 6 and 8 of the Jet Fuel Depot Agreement. Any party owing any sum to any other party based upon said reconciliation shall fully pay the party entitled to any such sum within fifteen (15) days of the completion of the reconciliation. The parties shall cooperate in good faith in reconciling the amounts due.
- (c) As of the Effective Date, City shall pay Olson Products a purchase price for the Fuel Farm and Jet Fuel Depot Interests equal to \$153,000 minus a credit to City of \$53,000 (for resolution of amounts claimed to be due from Olson Products for runway lighting project expenses) resulting in a net purchase price of \$100,000.
- (d) To evidence the transfer of ownership of the Fuel Farm and Jet Fuel Depot Interests to City, within three (3) business days of the Effective Date, Olson Products d/b/a Flight Services of Medina shall deliver a Bill of Sale with warranty of title and authority transferring good and marketable title to City (the "Bill of Sale"). Notwithstanding

anything to the contrary contained in this Agreement, fuel in the tanks at the time of the Title Transfer is included in the sale, but City will reimburse Olson Products d/b/a Flight Services of Medina for the verified actual cost (without any mark-ups) of the fuel included in the sale. City shall have the right to verify the quantity of fuel transferred on the Effective Date. Under no circumstance shall Olson Products d/b/a Flight Services of Medina owe any money to City related to fuel in the tanks or fuel quantity at the time of Title Transfer.

4. Access Fee Obligations.

(a) The Olson Entities acknowledge the right of City to impose access fees (“Access Fee(s)”) at the Medina Airport chargeable monthly on a per occupied aircraft hangar basis. For the purposes of this Agreement, the term “occupied aircraft hangar basis” or “occupied hangar basis” means any aircraft hangar or hangar unit that is in use with an aircraft being stored/hangered for any period of time during the particular billing month. The Access Fee is not prorated for any partial month or partial storage period during a month. For avoidance of doubt, each aircraft storage space in a larger building (such as a T-hangar having multiple individual aircraft storage units) is treated as an aircraft hangar. As of the Effective Date, the Access Fee is charged at \$100.00 per month (or portion of a month) per aircraft hangar on an occupied hangar basis. It is understood that the Access Fee is fixed on a non-discriminatory/uniform basis and may be reasonably adjusted from time to time by the City.

(b) Olson Products agrees to pay (or cause to be paid) to City the monthly Access Fee relative to aircraft hangars on Medina Airport land leased by City to any of the Olson Entities on an occupied hangar basis, including, but not limited to, the hangars within the buildings commonly known as F1, F2 and F3 (twenty-three (23) hangars in the aggregate at this time). Each hangar on the Private Hangars Land shall similarly be assessed the monthly Access Fee, and the Olson Entities shall cause such monthly

Access Fee on an occupied hangar basis to be remitted by the person, firm or entity that has the right of possession of each hangar on the Private Hangars Land (each a "Private Hangar User"). At City's election, City may bill each Private Hangar User directly and may receive such payments directly or may continue to bill such Access Fees through Private Hangars. Failure to pay Access Fees within five (5) business days after such payment is due shall constitute a breach of the applicable lease pertaining to the premises upon which the subject hangar is situated. With respect to hangars on land leased by City to any of the Olson Entities where Access Fees have not been previously assessed, the obligation shall commence on a monthly basis going forward basis immediately as of the first day of the month subsequent to the Effective Date. Individual hangar space or any T-hangar space leased to a third-party shall be presumed to be occupied on an occupied hangar basis during each month unless either of the Olson Entities or said third-party provides satisfactory evidence that the leased hangar space or T-hangar space had no particular occupancy/storage during the particular billing month.

5. Dismissal of Medina Civil Action; Releases.

- (a) Within five (5) business days after the Effective Date, subject to compliance by the Olson Entities with their obligations under this Agreement to be performed prior to said time, City shall cause the Medina Civil Action to be dismissed with prejudice.
- (b) City represents and warrants to the Olson Entities that it has no knowledge of any unasserted causes of action or claims City has or may have against any of the Olson Entities as of the Effective Date in any way arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter

Crew Building Lease any other causes of action other than those raised in the Medina Civil Action, or any other act or omission occurring prior to the Effective Date.

(c) Each of the Olson Entities represents and warrants to City that it has no knowledge of any causes of action or claims it has or may have against City or any City official as of the Effective Date in any way arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter Crew Building Lease or any other act or omission occurring prior to the Effective Date.

(d) Each of the Olson Entities, on behalf of itself and each of its respective partners, shareholders, owners, members, officers, agents, employees, attorneys, joint venture partners, subsidiaries, affiliates, parents, predecessors, sureties, insurers, successors, assigns, and any other person or entity who/that could make a claim through any of the Olson Entities (collectively, "Olson Parties"), does hereby release, waive, dismiss, remise, quitclaim and forever discharge City and its trustees, elected and non-elected officials, mayor, council, partners, officers, agents, employees, attorneys, sureties, insurers, successors, assigns, and any other person or entity through whom City may be liable, from any and all claims, demands, causes of action, third party claims, claims for indemnity, judgments, awards, damages, costs, expenses, obligations, liabilities, executions of every name and nature, and any other loss, whether arising at law or in equity, under common, state or federal law (collectively, "Claims") that Olson Parties ever had, now have, or may have as of the Effective Date, suspected or unsuspected, whether now known or unknown and that may hereinafter become known by Olson Parties, including, but not limited to, Claims arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot

Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter Crew Building Lease and any other act or omission occurring prior to the Effective Date.

- (e) City for itself and, to the extent permitted by applicable law, for any other person or entity who/that could make a claim through City as an agent or representative of City (collectively, "City Parties"), does hereby release, waive, dismiss, remise, quitclaim and forever discharge each of the Olson Entities, on behalf of itself and each of its respective partners, shareholders, owners, members, officers, agents, employees, attorneys, joint venture partners, subsidiaries, affiliates, parents, predecessors, sureties, insurers, successors, assigns, and any other person or entity for whom either of the Olson Entities could be liable from any and all known and suspected Claims that City Parties ever had, now have, or may have as of the Effective Date, arising out of, or relating to, the Medina Airport, the FBO Lease, the Master Land Lease, the Private Hangars Land, the Private Hangars Sublease, each Hangar, the 1994 Amended Lease, the Jet Fuel Depot Agreement, the Jet Fuel Depot, the Fuel Farm and Fueling Equipment, the Helicopter Crew Building Lease and any other known or suspected act or omission occurring prior to the Effective Date.

6. Miscellaneous.

- (a) Each person(s) signing this Agreement as an officer or representative of a party represents to the other parties that such person(s) is either authorized to execute this Agreement without the necessity of obtaining any other signatures of any other officer or representative of such party or is authorized to execute this Agreement having first obtained such authority as is required from any other officer or representative of such party.
- (b) The Recitals above are incorporated herein by reference as an integral part of this Agreement.

- (c) This Agreement will be construed in accordance with the laws of the State of Ohio.
- (d) This Agreement will be binding upon and inure to the benefit of the parties and their respective, successors, permitted assigns and permitted transferees.
- (e) This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement unless such subsequent agreement is in writing and signed by all the parties. Except as provided herein, all previous communications or agreements, whether written or oral, between or among the parties and/or their attorneys, relative to the matters addressed herein, are superseded unless expressly incorporated and made a part of this Agreement.
- (f) This Agreement may be executed on separate signature pages by each party and will be deemed fully executed when each party has signed and delivered a signature page to the other parties. Original signatures transmitted electronically or by facsimile are acceptable. All executed signature pages will be aggregated and attached to this Agreement and will constitute the entire Agreement of the parties.
- (g) The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.
- (h) It is distinctly understood among the parties that this Agreement is being executed for the sole purpose of effecting a compromise and accord in settlement of disputed claims, and that in making this settlement, none of the parties admit, have admitted, nor do they now admit, any liability for any losses, injuries or damages claimed to have been sustained by any of the other parties, the parties expressly deny that they are liable in any respect or amount whatsoever, and this Agreement is not deemed to be evidence of an admission of liability by any party.
- (i) This Agreement is intended to constitute an integrated plan for the resolution of all Claims asserted, or that could have been asserted, by each party against any other party

as of the Effective Date. This Agreement evidences settlement of Claims disputed as to both liability and damages. The parties agree to each bear their own fees and costs associated with this Agreement as well as the claims and defenses raised in the Medina Civil Action.

- (j) No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver of the right, power or remedy of this Agreement or shall be construed as a waiver of any other term, condition or default.
- (k) Any provision of this Agreement that may be deemed invalid or unenforceable by a court of competent jurisdiction shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
- (l) All amounts identified herein are agreed to by the parties and are not subject to audit or modification absent agreement of the parties.

SIGNATURE PAGES FOLLOW

CITY OF MEDINA, a municipal corporation

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of **CITY OF MEDINA**, a municipal corporation, on behalf of same.

Notary Public

Document and Form Approved By:

By: _____

Name: Gregory A. Huber

Title: Law Director

FISCAL OFFICER CERTIFICATION

As the fiscal officer of the City of Medina, Ohio, I certify that as of the date of execution of the within Agreement for the amount required to satisfy payment under the Agreement has been fully appropriated or directed for such purpose and is in the treasury or is in the process of collection and is free from any obligation or certification now outstanding.

Keith Dirham, Director of Finance

OLSON PRODUCTS, INC., an Ohio corporation and
d/b/a Flight Services of Medina

By: _____
Name: _____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of **OLSON PRODUCTS, INC.**, an Ohio corporation, on behalf of the corporation.

Notary Public

PRIVATE HANGARS MMA LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of **PRIVATE HANGARS MMA, LLC**, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

Earle Olson, Individually

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Earle Olson.

Notary Public

**EXHIBIT A
TO
SETTLEMENT AGREEMENT**

ORD. 199-01
EXHIBIT A

LEASE
AND
FIXED-BASE OPERATING AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

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

WITNESSETH:

WHEREAS, the City of Medina is the owner of Medina Municipal Airport, Medina, Ohio, and is the owner of certain buildings and improvements thereon, and Medina Municipal Airport is operated under the direction and supervision of the City of Medina; and

WHEREAS, the City of Medina desires to delegate the major portion of its responsibilities for the day-to-day operation and maintenance of this airport facility to the Lessee, and

WHEREAS, Ordinance No. 199-01 passed by the Medina City Council on November 12, 2001, has authorized and directed the Mayor of said City to enter into this agreement; and

WHEREAS, the City of Medina, in furtherance of carrying out its public purpose of the operation of Medina Municipal Airport desires to grant and Lessee desires to obtain an agreement to operate a fixed-base operations business for profit on said airport; and

WHEREAS, the leasing does not constitute an abandonment of the public use of such premises but is the employment of the use of such premises in furtherance of the public purpose of the operation and maintenance of said airport; NOW, THEREFORE

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

SECTION 1 - PREMISES

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

(a) The exclusive use of a plot totaling about 2.7548 acres (200'x 600') including a City owned steel 70' x 100' maintenance hangar with attached shop, and a City owned 24'x 50' administration-office building. The remaining area is available to lessee for conduct of his operations, subject to all F.A.A. regulations.

(b) The exclusive use of a plot totaling about 2.8122 acres (350'x 350') including three City owned T-Hangar buildings as follows: Hangar "A" (10 unit) 28'x 294', Hangar "B" (10 unit) 28'x 294', Hangar "C" (10 unit) 32' x 310'. The remaining area is available to lessee for conduct of his operations, subject to all F.A.A. regulations.

(c) The exclusive use of a plot totaling about 2.0661 acres (150'x 600') including a City owned T-Hangar building as follows: Hangar "E" (18 unit) 32'x 582'. The remaining area is available to lessee for conduct of his operations, subject to all F.A.A. regulations.

Title to all leasehold improvements constructed by City to remain with the City subject to the right of the Lessee to their use during the term of lease or any renewal thereof, for which the additional rental, if any, shall be determined by negotiation.

SECTION 2 - TERM

The term of this agreement shall be for a period of 35 years, commencing on January 1, 2001. Lessee at termination of this agreement shall have the option to renew subject to the provisions of Section 24.

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

A. The annual rental rate, payable on January 1st of each year, for the Lease of Premises shall be \$200.00 (Two Hundred Dollars). Note: The rent has been prepaid thru 12-31-2005.

B. Checks or money orders or drafts are to be made payable to the City of Medina, and submitted to the Office of the Finance Director, Medina Municipal Building, 132 N. Elmwood Ave., Medina, Ohio 44256.

SECTION 4 - SCOPE OF REQUIRED SERVICES AND OPERATIONS

A. The Lessee under this agreement will provide the following services to the users of Medina Municipal Airport:

1. Adequate and competent personnel for the operation of the facility, and the offering of the required services at a standard comparable to that of other similar fixed-base operations at airports in Ohio. Such employees will wear identifying dress or insignia when on duty, and be clean and neat in their appearance.

2. Qualified personnel available for general aviation aircraft users, 7 days a week, except, Thanksgiving, Christmas, New Years and Easter. The airport will be open from 8:00 a.m. to sunset during months of Daylight Savings Time and between 8 a.m. and 5:00 p.m. during all other months, except the above days, unless weather or some other emergency dictate otherwise.

3. Qualified personnel available for flight line servicing of aircraft locally based or itinerant, including sale and delivery of recognized brands of aviation fuel, oils, lubricants, and related aviation petroleum products.

4. Qualified personnel available for repair and maintenance services for general aviation aircraft, aircraft engines, as well as maintenance of a reasonable inventory of the necessary aircraft parts and accessories to maintain and repair general aviation aircraft.

5. Provide F.A.A. approved flight instruction.

6. Provide rental of aircraft.

Note: Items 4, 5 and 6 may be operated under a sub-lease, providing the sub-lessee is licensed and qualified and subject to all appropriate rules and regulations of the Federal Aviation Administration, and the State of Ohio. And provided further that any sub-lease must first be approved in writing by the City.

B. In addition to the services which the Lessee must provide, as authorized above, within the capability of the facilities, Lessee may provide other aviation services which may include, but not necessarily be limited to:

1. The wholesale and retail sale of new and used aircraft, new and used radio and electronic equipment and airman's supplies and accessories.

2. Operation of air taxi and sight-seeing services.

3. Represent a major general aviation aircraft manufacturer as a distributor or dealer offering sales and services of both new and used aircraft.

SECTION 5 - HANGAR AND PARKING SPACE

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

B. The Lessee must obtain from all aircraft owners and operators based in its leased premises a photocopy of their certificate of insurance showing that these tenants are covered with property damage and public liability insurance.

C. Lessee shall furnish the City as of January 1st of each year the names of all hanger tenants and parking and tie-down customers on leased premises, and the names of parking and tie-down customers on assigned non-leased premises.

SECTION 6 - MAINTENANCE

Lessee is to accept the premises in their present condition and without any expense to the City.

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

B. Lessee agrees to keep the hangar and assigned building premises clean, dispose of all debris and other waste matter which may accumulate, and provide metal containers with proper covers for waste within the building or buildings on said premises. If, in the opinion of the City, the Lessee fails to keep the premises in good order, or fails to provide adequate containers with proper covers for waste, the Lessee agrees that the City may, at its option, take appropriate action to correct the condition. Such action may include but is not limited to, the cleaning of the premises, the disposing of debris and the supplying of metal containers with proper covers all at Lessee's cost.

C. Lessee shall be responsible for the security of the premises described in Section 1 during established hours of operations.

D. Lessee shall be responsible in winter for the removal of snow from the exterior paved portions of the T-Hangar premises, the runways, ramp areas and taxiways. However, the City agrees to assist Lessee with heavier equipment in the event snowfall exceeds 6" in any 24-hour period, but only after the other snow demands, in the opinion of the Service Director have been met.

E. Lessee agrees to keep the premises adequately lighted for the safe and proper operation of the premises.

F. Lessee agrees to mow grass on leased premises and on areas contiguous to runways and taxiways and clear zone areas as shown on Exhibit "B" attached, which is fully incorporated herein by reference.

G. Lessee shall have the right to bring to and into Hangar area, subject to City approval, additional sources of power and/or electric current as it is determined by Lessee that the same is necessary for its operation, such additional sources of power to be at the expense of Lessee, including installation thereof.

H. Lessee shall pay for all utilities used on the leased premises, including electric service, water and sewer and heat. Utilities will be prorated as of the date of the occupancy by the Lessee.

I. Lessee also agrees to provide power for all airport lighting, runway and taxiway lights and to be responsible for the purchase and replacement of lamps, lenses, and frangible covers for all airport lighting, runway and taxiway lights.

SECTION 7 - INDEMNITY

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, its agents, servants and employees and from all loss and damages by reason of such acts or omissions, and Lessee shall provide insurance coverage for this purpose as stated in Article 19 hereof.

SECTION 8 - USE AND COMPLIANCE

The Lessee shall not use or permit the use of the Lessee's exclusive premises or any part thereof for any purpose or use other than those authorized by this agreement.

Lessee, its officers, agents, employees and any other persons whom Lessee has control, shall comply with all State and Federal laws and with any rules and regulations governing or related to the use of the Airport or Lessee's exclusive premises as may be promulgated by the City in the interests of health, safety, sanitation and good order.

SECTION 9 - ASSIGNMENT AND SUBLETTING

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

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

SECTION 10 - REMEDIES

All rights and remedies of the City herein set forth are in addition to any and all rights and remedies allowed by law and equity.

A. If any voluntary or involuntary petition or similar pleading under any Act of Congress relating to bankruptcy shall be filed by or against Lessee or if any voluntary or involuntary proceedings in any court or tribunal shall be instituted by or against the Lessee to declare Lessee insolvent or unable to pay Lessee's debts, then and in any such event the City may, if the City so elects, with or without notice of such election and with or without entry or other action by the City, forthwith terminate this lease, and, notwithstanding any other provisions of this lease, the City shall forthwith upon such termination be entitled to recover damages in an amount equal to the then present value of the rent reserved in this lease for the entire residue of the stated term of hereof.

B. Upon the termination of this lease, or upon the termination of the Lessee's right to possession without termination of the lease, the Lessee shall surrender possession without termination of the lease, the Lessee shall surrender possession and vacate the premises immediately, and the City may enter into and repossess said premises with or without process of law and remove all persons and property therefrom in the same manner and with the same right as if this lease had not been made, and for the purpose of such entry and repossession, the Lessee waives any notice provided by law or otherwise to be given in connection therewith.

C. If the Lessee abandons the premises, or if the City elects to terminate Lessee's right to possession only, without terminating the lease as above provided, the City may remove from the premises any and all property found therein and such repossession shall not release the Lessee from Lessee's obligation to pay the rent herein reserved. After any such repossession by the City without termination of the lease, the City may, but need not, relet the premises or any part thereof as agent of Lessee to any person, firm, or corporation and for such time and upon such terms as the City, in the City's sole discretion, may determine. The City may make repairs, alterations and additions in and to the premises and redecorate the same to the extent deemed by the City

necessary or desirable, and the Lessee shall, upon demand, pay the cost thereof together with the City's expenses or reletting. If the rent collected by the City upon any such reletting are not sufficient to pay monthly the full amount of the rent reserved herein together with the costs of such repairs, alterations, additions, redecorating and expenses, the Lessee shall pay to the City the amount of each monthly deficiency upon demand, and if the rent so collected from any such reletting is more than sufficient to pay the full amount of the rent reserved herein together with such costs and expenses of the City, the City, at the end of the stated term of the lease, shall account for any surplus to the Lessee.

D. Any and all property which may be removed from the premises by the City may be handled, removed, stored or otherwise disposed of by the City at the risk and expense of the Lessee, and the City shall in no event be responsible for the preservation or safekeeping thereof. The Lessee shall pay to the City, upon demand, any and all expenses incurred in such removal and all storage charges, as determined by the City, against such property so long as the same shall be in the City's possession or under the City's control. If any property shall remain in the premises or in the possession of the City and shall not be retaken by the Lessee within a period of ten days from and after the time when the premises are either abandoned by Lessee or repossessed by the City under the terms of this lease, said property shall conclusively be deemed to have been forever abandoned by the Lessee.

E. With the exception of the fuel storage and dispensing system, it is agreed that all of the fixtures which are or may be put into the premises during said term, whether exempt or not from sale under execution or attachment, shall at all times be bound with a lien in favor of the City and shall be chargeable for all rents hereunder and for the fulfillment of the other covenants and agreements herein contained. In the event that the Lessee shall have abandoned any personal property, the City shall have the right to sell all or any part of said property at public or private sale, without giving any notice to the Lessee or any notice of the sale, all notices required by statute or otherwise being hereby expressly waived, and to apply the proceeds of such sale, first, to the payment of all costs and expenses of conducting the sale and/or caring for or storing said property; secondly, toward the payment of any indebtedness which may be or may become due from the Lessee to the City; and thirdly, to pay to the Lessee on demand in writing any surplus remaining after all indebtedness of Lessee to city has been fully paid.

SECTION 11 - NOTICES

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

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To the City:
Office of the Mayor
City of Medina
P.O. Box 703
Medina, Ohio 44258-0703

To the Lessee:
Flight Services of Medina
ATTN: Barle Olson
P.O. Box 1043
Medina, Ohio 44258-1043

SECTION 12 - HOLDING OVER

Should the Lessee remain in possession of said premises after the date of the expiration of this lease, with the consent of the City, it is hereby agreed and understood that unless a new agreement in writing shall be entered into between the parties thereto, the Lessee shall then be held to be a tenant on a yearly basis at a yearly rental equal to the last yearly rental payable hereunder and otherwise subject to all of the terms and conditions of this lease, and that said tenancy may be terminated by either party at the end of any such yearly period by sending written notice not less than five (5) days before the end of such period.

SECTION 13 - EMPLOYEE CONDUCT

The City reserves the right and Lessee agrees that any employees of the Lessee who conducts himself in a manner to be found to be detrimental to the best interests of the Airport shall, be disciplined or dismissed from the employment of the Lessee by the Lessee upon the request of the City. Any employee who is convicted of a felony while in the employment of the Lessee shall be dismissed from the service of the Lessee upon request of the City.

Failure to comply with the City's request in the instances cited in the immediate foregoing paragraph shall constitute a breach and violation of Section 6 of this agreement, in addition to a breach and violation of this section, and be deemed sufficient to effect a cancellation of this agreement at the City's option.

SECTION 14 - INDEPENDENT CONTRACTOR

The Lessee shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, Workman's Compensation Act, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Lessee on work performed under the terms of this contract and further agrees to obey all rules and regulations and to meet all requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Lessee also agrees to indemnify and save the City harmless from any such contributions or taxes or liability therefore.

SECTION 15 - NONDISCRIMINATION CLAUSE

In connection with the performance of work under this contract, the Lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The Lessee is to post in conspicuous places, available for employees and applicants for employment a notice to be provided by the City setting forth the provisions of nondiscrimination in accordance with law.

SECTION 16 - PAYMENT OF TAXES

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

Notification of taxes must be paid within the time as shown on the notification. Lessee agrees that failure to pay either taxes or assessments within this time will be sufficient cause for the City to cancel this lease without legal process and all rental obligations and other charges shall become due and payable immediately.

SECTION 17 - RIGHTS OF ENTRY RESERVED

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon Lessee's exclusive premises for the following purposes:

- A. During the course of their official duties.
- B. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such premises.
- C. During the last month of any lease term, to alter, renovate and redecorate the premises, provided the Lessee shall have removed all or substantially all of its property from the premises, and provided further that such alterations, renovation and redecoration can be accomplished without interfering unreasonably with the operations of the Lessee.

No such entry by or on behalf of the City upon the Lessee's exclusive premises shall cause or constitute a termination of the letting by way of concession thereof, or be deemed to constitute an interference with the possession thereof nor constitute a revocation of, or interference with, any right in Lessee in respect thereto of exclusive use.

SECTION 18 - LIENS

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

SECTION 19 - INSURANCE

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

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

In the event the building on the premises is destroyed by fire or other casualty so as to be wholly untenable and such loss is covered by insurance provided by the Lessee in accordance with the terms of the lease, the insurer may provide repairs or replacement or the City may elect to replace said damage or destroyed buildings at its expense. In the event that the building is not repaired or replaced, Lessee may, at its option, cancel the remaining portion of the lease.

Even though the Lessee agrees to pay the regular monthly rental in the manner set forth herein, said rental shall abate during those periods of time following the destruction of said premises until the completion of the repairs or replacement.

If the premises shall by reasons of fire or other casualty not resulting from negligent conduct of the Lessee, its agents, servants, or employees, or those acting with permission and authority of the Lessee, be partially damaged in such a manner that the balance thereof may be used by the lessee for the purposes of its business, then from the date of such damage until the completion of the restoration thereof, a fair and just portion of the rents herein based upon the proportion of the premises which shall not be usable by the Lessee for its purposes, shall abate. The amount of such abatement is to be determined by negotiation and if not agreed to within 60 days, then it shall be determined by a panel of arbitrators appointed by the presiding Judge of the Common Pleas Court of Medina County.

A. Airport Liability Insurance

Said Lessee shall purchase and maintain in force Airport Liability Insurance, covering the entire premises, its operations, its sales and service hazards. This shall include, but not limited to its use, maintenance and storage of aircraft, vehicles and motor equipment in conjunction with its operations. Lessee shall provide limits of insurance that are not less than the amounts scheduled below.

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

If separate limits of liability apply:

Bodily injury minimum limit per person:.....\$1,000,000.00
Property Damage:.....\$1,000,000.00
Each Occurrence:.....\$2,000,000.00

If single Limit B.I. & P.D. apply:

Minimum single limit:.....\$2,000,000.00

B. Hangar Keepers Liability Insurance

For Hangar Keepers Legal Liability insurance the minimum limits shall be in the following amount:

For each aircraft.....\$250,000.00
For each occurrence.....\$500,000.00

C. Fire and Extended Coverage Insurance

Insurance shall be provided on all buildings and appurtenances on a 80% coinsurance basis against perils of fire, lightning, extended coverage and vandalism. The amount of coverage required will be approved by the City Board of Control upon recommendation of the insurance company for the following City owned buildings: Administration Building, Maintenance and Storage Hangar and Hangars "A", "B", "C", and "E" and for all non-City owned buildings.

SECTION 20 - ADDITIONAL RENT

If the City is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect, or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants and agreements, contained in this agreement or as a result of an act or omission of the Lessee contrary to said conditions, covenants and agreements, or if the City is required to pay any lawful taxes or assessments for or an account of the premises, or other taxes lawfully payable by Lessee other than those levied by the City solely for its benefit, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest,

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costs, damages, and penalties, and the same may be added equally to the next six installments of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent, it being understood that the portion of the real property taxes levied and assessed upon any premises which is paid over by the City to the County shall not be considered taxes levied by the City solely for its benefit.

SECTION 21 - IMPROVEMENTS

A. Lessee shall provide, construct and install at the premises, at its sole cost and expense, such additional structures and fixtures and/or renovations and modifications of existing structures as shall be necessary for the operational maintenance of a first-class fixed base operation. Such construction, installation, renovations and modifications, unless otherwise designated, are hereinafter referred to as permanent improvements.

B. Before commencing any construction or installation of any improvements or fixtures in connection with the leased premises, Lessee shall submit final drawings, specifications, costs and contract documents to the City for review and written authority to proceed with the project. Lessee shall insure that the facility as actually constructed conforms substantially with the approval, and shall report any deviations from that approval to the City for authorization.

C. All buildings, alterations, additions, or permanent facilities which presently exist or are hereafter constructed upon the premises shall become part of the real estate when completed, and shall become the property of the City and title therein shall vest in the City upon expiration of the term. All fixtures and property installed, affixed to or constructed at the premises which are not readily removable without damage to the premises shall become the property of the City.

D. The Lessee shall obtain prior approval, in writing, from the City for authority to erect any exterior advertising signs on its leased premises, and any such sign must conform to the architectural treatment of the area.

E. The fuel storage and dispensing system which has been installed by the Lessee shall remain the property of the Lessee.

SECTION 22 - FORCE MAJEURE

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

any other money payments required by this agreement and provided further, that this provision shall not prevent either party from exercising its right of termination under this agreement.

SECTION 23 - RIGHT TO ADDITIONAL TERM

Lessee is hereby granted a right to an additional term of five (5) years at terms and conditions to be negotiated. Provided, however, Lessee shall notify the City not less than six (6) months prior to the commencing of such renewal term, said notice is to be in writing and addressed to the City of Medina and provided further that Lessee has at all times prior thereto fully complied with the terms and conditions hereof. If the parties cannot agree to terms of the new lease within 90 days prior to the expiration of the base lease, then this lease shall terminate.

SECTION 24 - MISCELLANEOUS

A. No receipt of money by the City from the Lessee with knowledge of the breach of any covenants of this lease, or after this termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the premises, shall be deemed a waiver of such breach, nor shall it reinstate, continue, or extend the term of this lease or effect any such notice, demand or suit.

B. No delay on the part of the City in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

C. No act done or thing said by the City or the City's agents shall constitute a cancellation, termination, or modification of this lease, or a waiver of any covenant, condition or provision hereof; nor relieve the Lessee of Lessee's obligation to pay the rents herein reserved. Any waiver or release by the City and any cancellation, termination, or modification of this lease must be in writing signed by the City.

D. Each provision hereof shall bind and insure to the benefit of the City and the lessee as the case may be, and their respective heirs, executors, administrators, successors, and City's assigns. In the event that the City consents to the assignment of this lease notwithstanding the terms hereof Lessee will not either directly or indirectly exercise or grant to any person, firm or corporation 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 the carrying on of any other services or operation requiring the use of aircraft, or any other exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. Lessee shall:

(1) Furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;

(2) Furnish said service on a fair, equal, and non-discriminatory basis to all users thereof;

(3) Charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; Provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(4) During the time of war or national emergency declared by the United States Government, the City shall have the right to lease the premises to the United States Government for military use, upon thirty (30) days prior written notice to Lessee, and if any such lease is executed, the terms and provisions of this lease shall upon the expiration of said thirty (30) day period terminate; provided, however, City shall give written notice to Lessee at the termination of such Government lease and Lessee shall for thirty (30) days after the receipt of said notice have the option, upon written notice to lease the premises at the same rental, terms, and conditions set forth herein for a term equal to the unexpired period of this lease.

(5) This lease shall be subordinate to the provisions of any existing or future laws, rules and regulations of the City of Medina, State of Ohio and the United States, relative to the operation and maintenance of the airport; provided, however, that nothing herein shall be construed to authorize the taking or use of the hangar improvements, or of the leasehold estate hereby created without fair and reasonable compensation therefore.

SECTION 26 - ADDITIONAL COSTS

If the City conducts operations or allows operations or activities on the premises adjoining the leased premises and the same results in increased costs to the Lessee, then the person, firm or corporation conducting these operations or activities will be responsible for such amounts equal to the increase in costs.

SECTION 27 - DISPUTE RESOLUTION

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

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

Signed in the presence of:

Catherine Plummer

CITY OF MEDINA

By: James S. Roberts
JAMES S. ROBERTS, Mayor

Thomas A. ...

Date: 12-12-01

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

Sworn to and subscribed in my presence by James S. Roberts on this 12 day of December, 2001.

Catharine L. Horn
NOTARY PUBLIC
CATHARINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-18-06

LESSEE:

FLIGHT SERVICES OF MEDINA

Dane P. Patcher
DANE P. PATCHER
Kimberley Case
KIMBERLEY CASE
STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

By: [Signature]
EARLE OLSON
Date: 12-19-01



MIRANDA R. WATSON
Notary Public, State of Ohio
My Commission Expires May 20, 2003

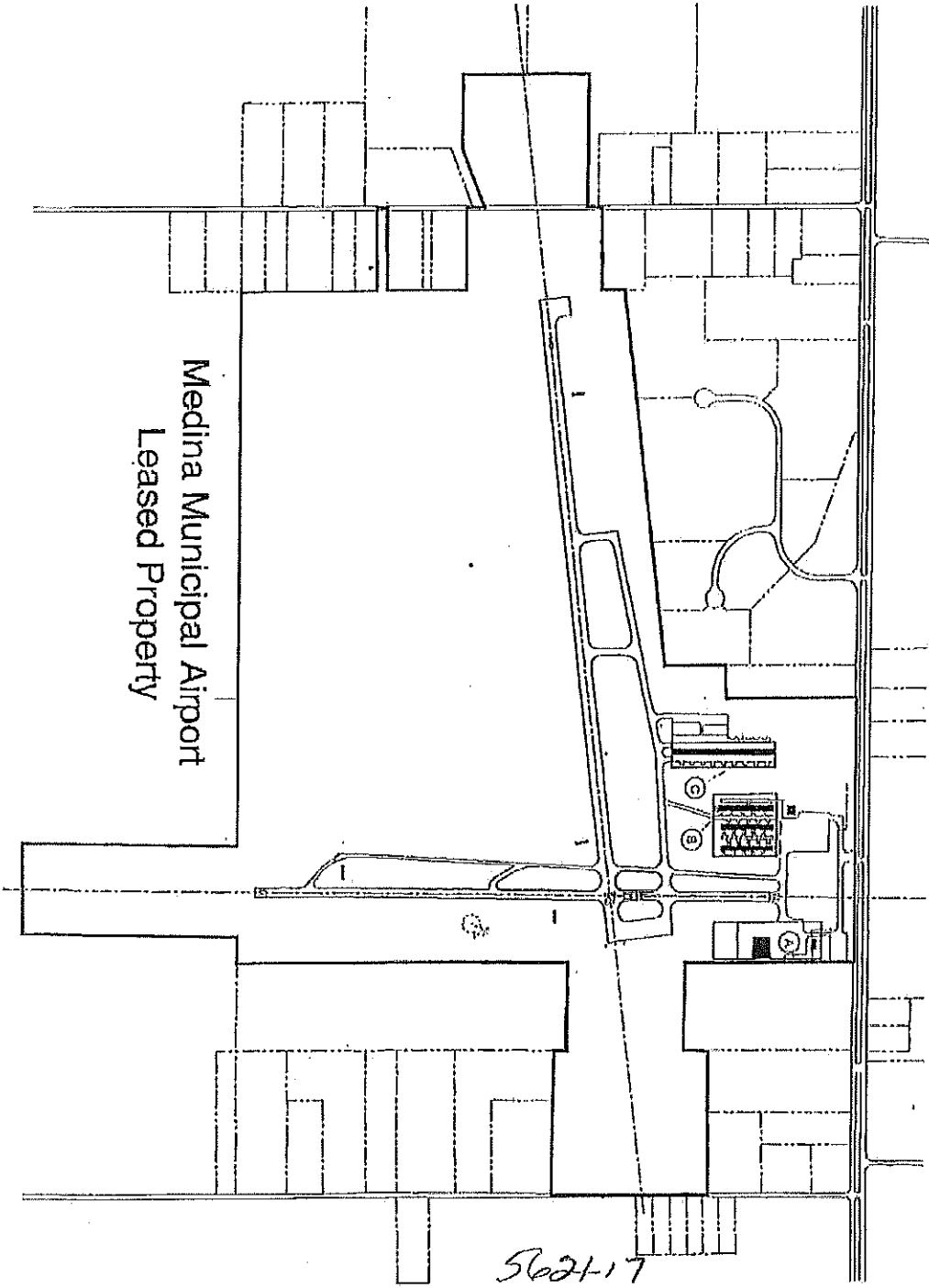
Sworn to and subscribed in my presence by Earle Olson on this 19 day of December, 2001.

Miranda R. Watson
NOTARY PUBLIC

Document and Form approved by:

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

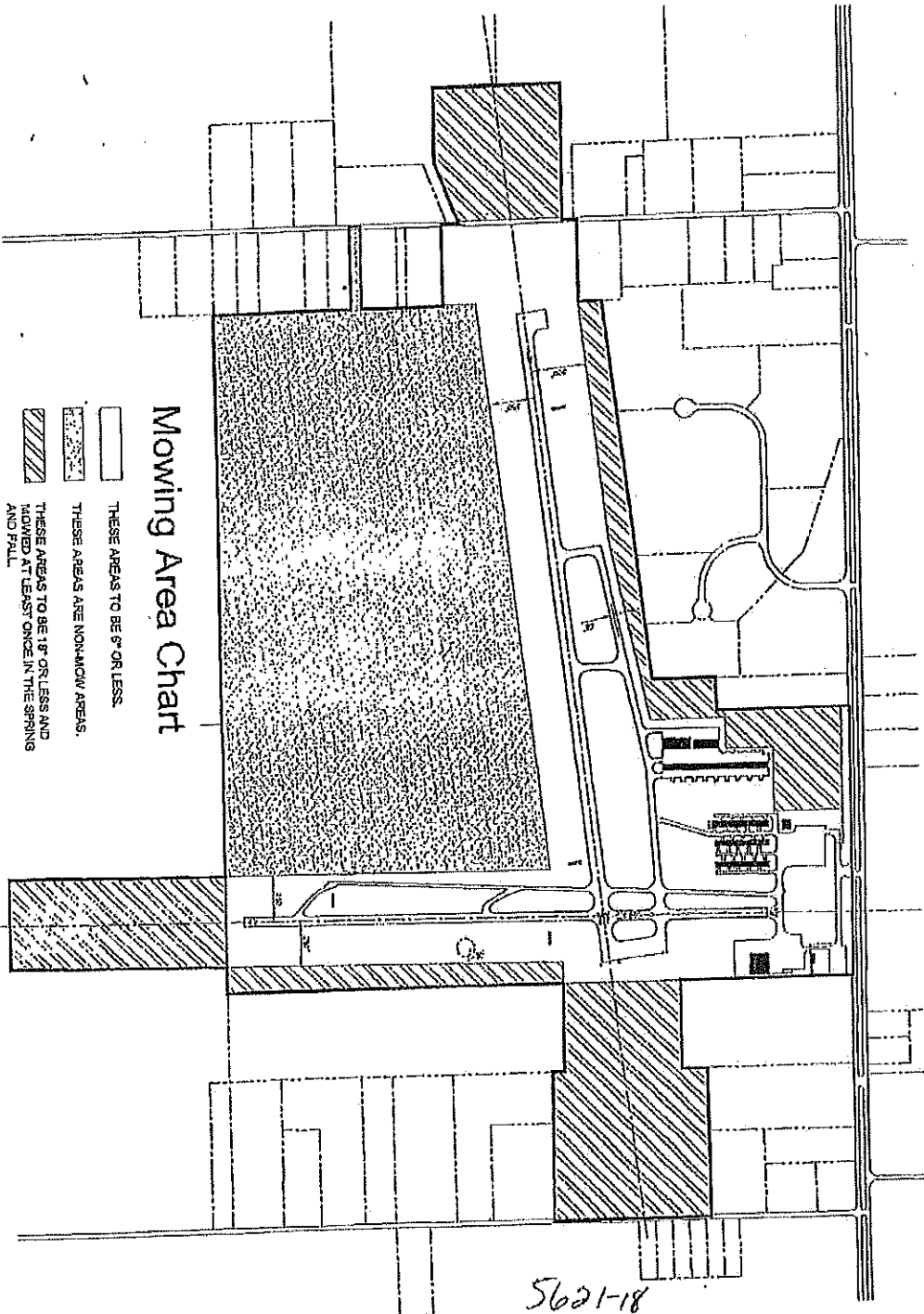
EXHIBIT "A"



Medina Municipal Airport
Leased Property

562-17

EXHIBIT "B"



Mowing Area Chart

- Stippled pattern: THESE AREAS TO BE 6" OR LESS.
- Diagonal hatching (top-left to bottom-right): THESE AREAS ARE NONMOWING AREAS.
- Diagonal hatching (bottom-left to top-right): THESE AREAS TO BE 18" OR LESS AND MOWED AT LEAST ONCE IN THE SPRING AND FALL.

5621-18

**EXHIBIT B
TO
SETTLEMENT AGREEMENT**

ORDINANCE NO. 198-01

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH FLIGHT SERVICES OF MEDINA, A DIVISION OF OLSON PRODUCTS, FOR THE PREMISES LOCATED AT 2050 MEDINA ROAD ALSO KNOWN AS THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a Lease Agreement with Flight Services of Medina, a Division of Olson Products, for the premises located at 2050 Medina Road also known as the Medina Municipal Airport.
- SEC. 2: That a copy of the Lease Agreement is marked Exhibit A attached hereto and incorporated herein.
- SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 12, 2001 SIGNED: Michael C. Morse
President of Council

ATTEST: Catherine L. Horn APPROVED: November 13, 2001
Clerk of Council

SIGNED: James S. Roberts
Mayor

Effective date - December 12, 2001

EXHIBIT A

ORD. 198-01
EXHIBIT A

LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

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

WITNESSETH:

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

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

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

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

SECTION 1 - PREMISES

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

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

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

SECTION 2 - TERM

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

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

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

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

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

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

SECTION 4 - MAINTENANCE AND UTILITIES

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

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

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

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

SECTION 5 - INDEMNITY

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

SECTION 6 - USE AND COMPLIANCE

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

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

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

SECTION 7 - ASSIGNMENT AND SUBLETING

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

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

SECTION 8 - NOTICES

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

To the City:

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

To the Lessee:

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

SECTION 9 - PAYMENT OF TAXES

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

SECTION 10 - RIGHTS OF ENTRY RESERVED

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

A. During the course of their official duties.

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

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

SECTION 11 - LIENS

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

SECTION 12 - INSURANCE

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

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

A. Public Liability Insurance

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

If separate limits of liability apply:

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

B. Fire and Extended Coverage Insurance

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

SECTION 13 - IMPROVEMENTS

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

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

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

SECTION 14 - FORCE MAJEURE

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

SECTION 15 - DISPUTE RESOLUTION

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

SECTION 16 - MEMORANDUM OF LEASE

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

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

Signed in the presence of:

CITY OF MEDINA

Richard P. ...

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

Thomas P. ...

Dated: 12-12-01

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

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

Catherine L. Horn
NOTARY PUBLIC

CATHERINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-18-06

Signed in the presence of:

LESSOR: FLIGHT SERVICES
OF MEDINA

By: _____
EARLE OLSON

Dated: _____

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

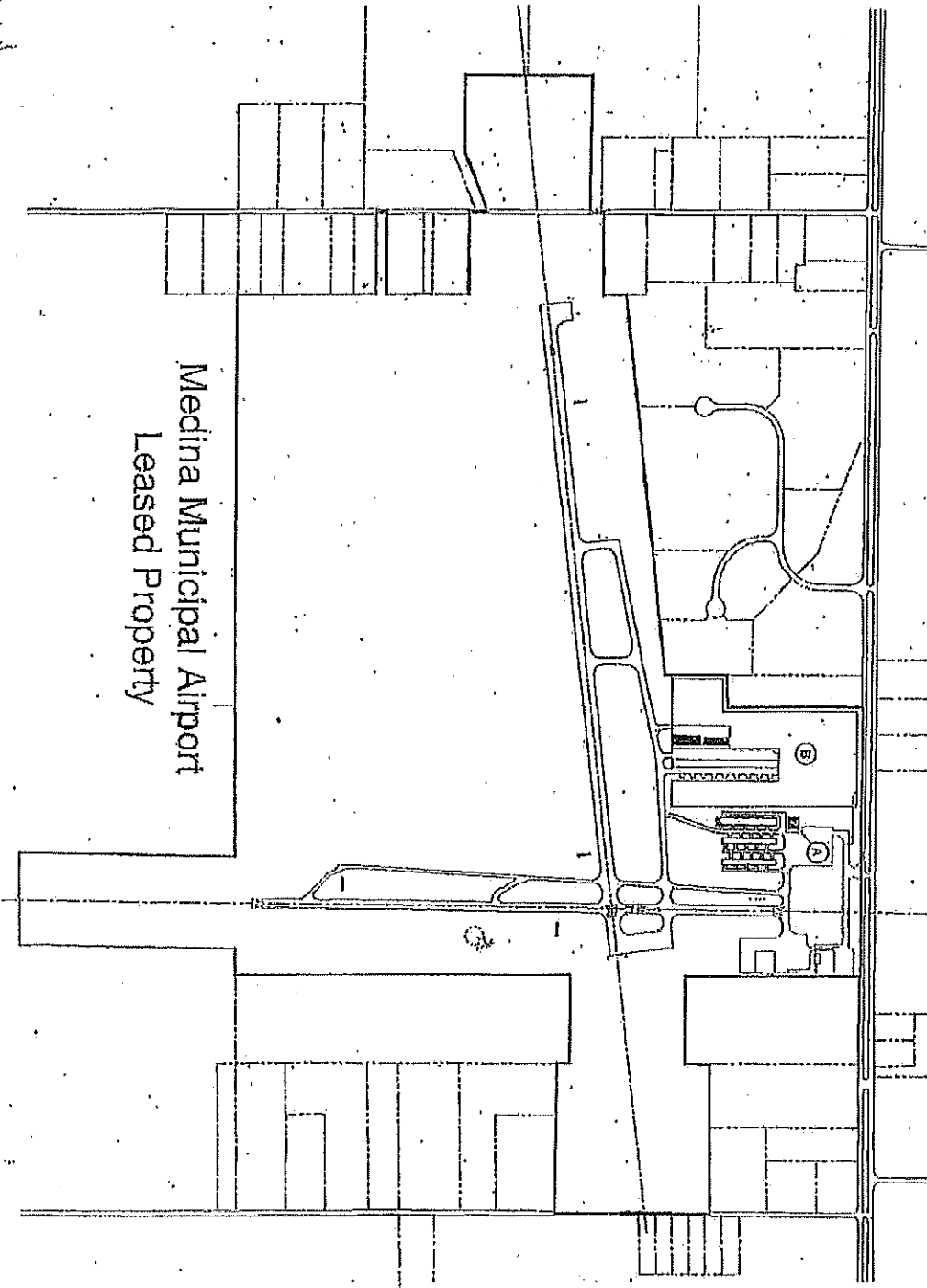
Sworn to before me and subscribed in my presence by
Earl Olson of Flight Services of Medina, on this _____ day of
_____, 2001.

NOTARY PUBLIC

Document and Form approved by:

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

EXHIBIT "A"



**EXHIBIT C
TO
SETTLEMENT AGREEMENT**

ORDINANCE NO. 39-14

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

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

WHEREAS: Private Hangars MMA LLC, an Ohio Limited Liability Company desires to lease two 12,000 square foot parcels of land which is a portion of the land at which the Airport is located from Flight Services of Medina, A Division of Olsen Products, Inc.

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

SEC. 1: That City Council does hereby authorize and consent to a Sublease Agreement between Flight Services of Medina, a Division of Olson Products, Inc. and Private Hangars MMA LLC, an Ohio Limited Liability Company for the lease of two 12,000 square foot parcels of land, which is a portion of the land at the Medina Municipal Airport.

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

SEC. 3: That this Ordinance is subject to the Law Director's final approval.

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

PASSED: March 10, 2014 SIGNED: [Signature]
President of Council

ATTEST: [Signature] APPROVED: March 11, 2014
Clerk of Council

SIGNED: [Signature]
Mayor

SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into this 10th day of March, 2014, by and between FLIGHT SERVICES OF MEDINA, a division of OLSON PRODUCTS, INC., an Ohio corporation, with a mailing address of POB 1043, Medina, Ohio 44258, attention Earle Olson, President ("Sublessor") and PRIVATE HANGARS MMA LLC, an Ohio limited liability company, with a mailing address of _____, Medina, Ohio _____ ("Sublessee"; Sublessee and Sublessor are collectively the "Parties" or individually a "Party").

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

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

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

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

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

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

2. Term. The term of this Sublease shall be for a period commencing on April 9 2014, and ending on the earlier of: (a) at 11:59 PM EST on December 31, 2035; or (b) such earlier date that Sublessor no longer holds a leasehold interest in the Premises.

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

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

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

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

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

8. Surrender/Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Miscellaneous.

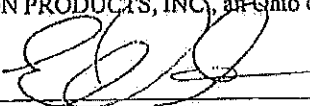
- a. This Sublease: (i) contains the entire agreement of the Parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings and agreements of, by or between the Parties, which shall be deemed fully merged in this Sublease;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

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

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

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

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

By: 
Earle Olson, President

PRIVATE HANGARS MMA LLC, an Ohio
limited liability company

By: 
[Managing Member]

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio this 31 day of March, 2014.



Cassandra L. Newell
Notary Public, State of Ohio
My Commission Expires Dec. 18, 2015

Cassandra L. Newell
NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 31 day of March, 2014.



Cassandra L. Newell
Notary Public, State of Ohio
My Commission Expires Dec. 18, 2015

Cassandra L. Newell
NOTARY PUBLIC

This Instrument Prepared By:

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

Exhibit A to Flight Services of Medina Sublease with Private
Hangars MMC LLC

RCA1011

ORDINANCE NO. 198-01

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH FLIGHT SERVICES OF MEDINA, A DIVISION OF OLSON PRODUCTS, FOR THE PREMISES LOCATED AT 2050 MEDINA ROAD ALSO KNOWN AS THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a Lease Agreement with Flight Services of Medina, a Division of Olson Products, for the premises located at 2050 Medina Road also known as the Medina Municipal Airport.
- SEC. 2: That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 12, 2001 SIGNED: Michael C. Morse
President of Council

ATTEST: Catherine L. Horn APPROVED: November 13, 2001
Clerk of Council

SIGNED: James S. Roberts
Mayor

Effective date - December 12, 2001

ORD. 198-01
EXHIBIT A

LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

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

WITNESSETH:

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

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

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

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

SECTION 1 - PREMISES

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

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

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

SECTION 2 - TERM

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

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

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

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

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

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

SECTION 4 - MAINTENANCE AND UTILITIES

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

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

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

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

SECTION 5 - INDEMNITY

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

SECTION 6 - USE AND COMPLIANCE

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

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

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

SECTION 7 - ASSIGNMENT AND SUBLETTING

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

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

SECTION 8 - NOTICES

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

To the City:

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

To the Lessee:

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

SECTION 9 - PAYMENT OF TAXES

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

SECTION 10 - RIGHTS OF ENTRY RESERVED

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

A. During the course of their official duties.

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

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

SECTION 11 - LIENS

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

SECTION 12 - INSURANCE

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

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

A. Public Liability Insurance

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

If separate limits of liability apply:

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

B. Fire and Extended Coverage Insurance

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

SECTION 13 - IMPROVEMENTS

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

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

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

SECTION 14 - FORCE MAJEURE

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

SECTION 15 - DISPUTE RESOLUTION

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

SECTION 16 - MEMORANDUM OF LEASE

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

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

Signed in the presence of:

CITY OF MEDINA

Adeline Stern

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

Ronald P. ...

Dated: 12-12-01

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

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

Catherine L. Horn
NOTARY PUBLIC

CATHERINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-18-06

Signed in the presence of:

LESSEE: FLIGHT SERVICES
OF MEDINA

By: _____
EARLE OLSON

Dated: _____

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

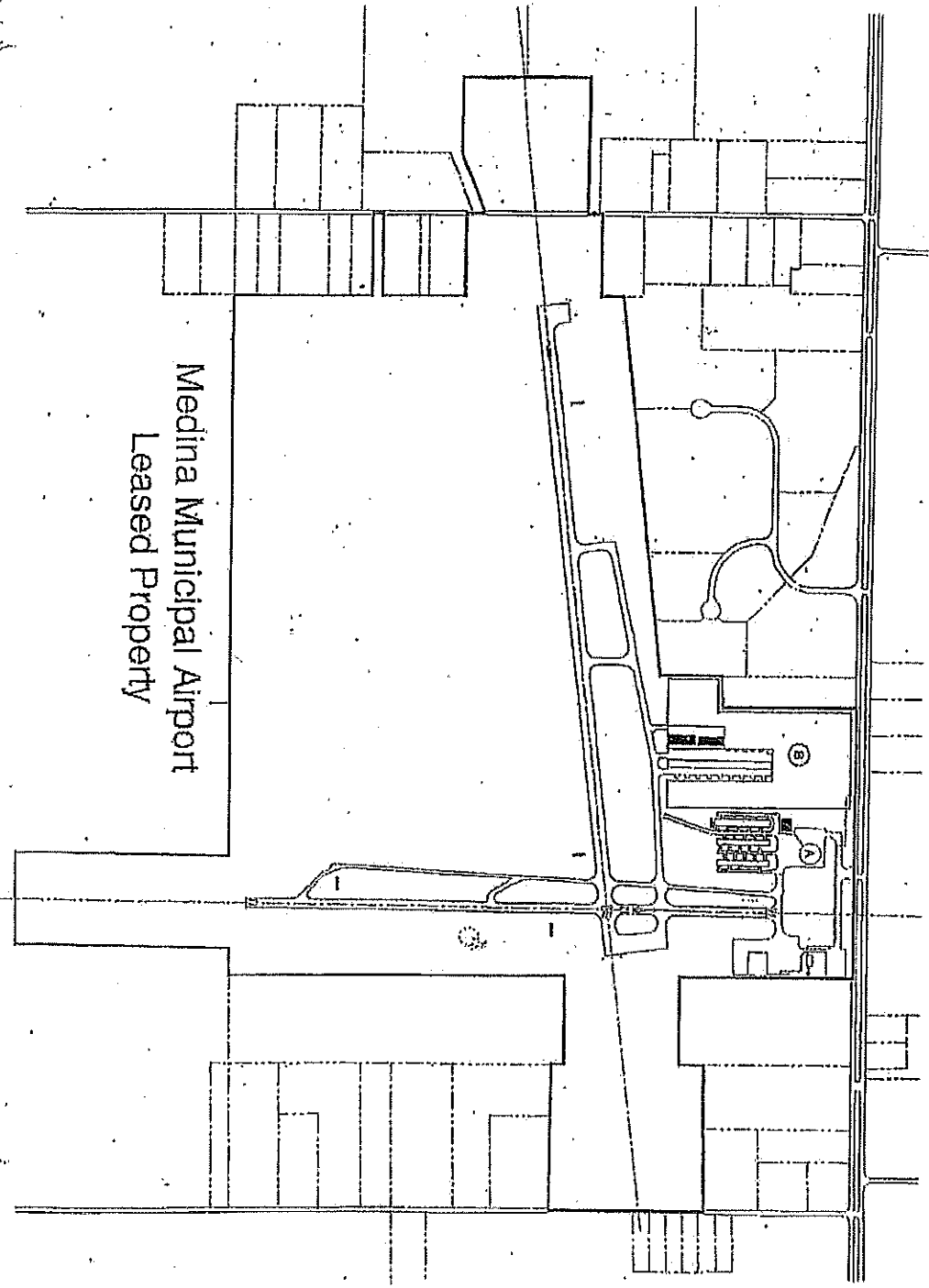
Sworn to before me and subscribed in my presence by
Earl Olson of Flight Services of Medina, on this _____ day of
_____, 2001.

NOTARY PUBLIC

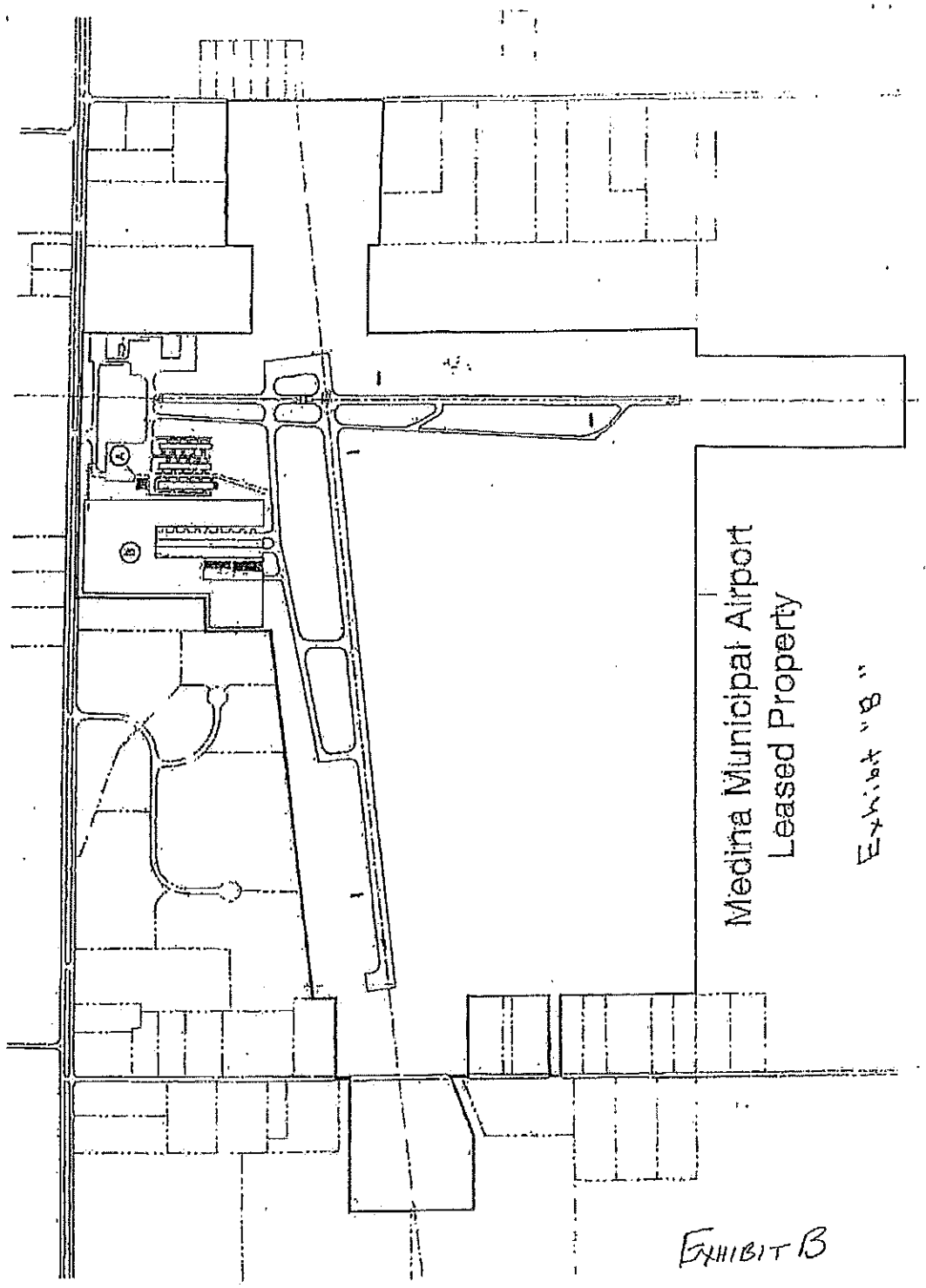
Document and Form approved by:

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

EXHIBIT "A"



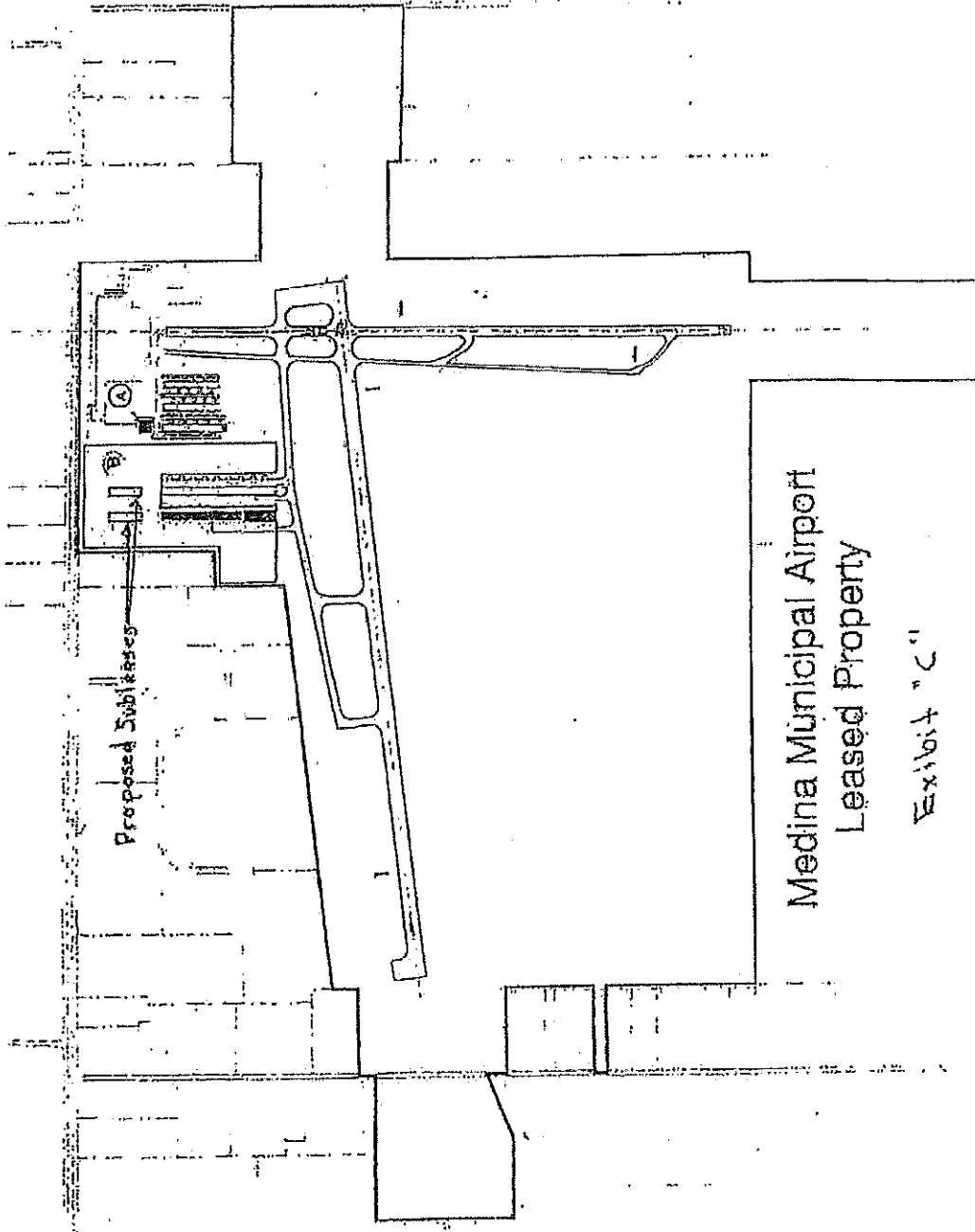
Medina Municipal Airport
Leased Property



Medina Municipal Airport
Leased Property

Exhibit "B"

EXHIBIT B



Medina Municipal Airport
Leased Property

Exhibit "C"

EXHIBIT C

**EXHIBIT D
TO
SETTLEMENT AGREEMENT**

**LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO**

Land Lease

Till 2034

This Lease Agreement (hereinafter called Agreement) is hereby made and entered into this ~~14th day of November~~ 1994 by and between the City of Medina, Ohio, (hereinafter sometimes referred to as the "City") and Flight Services of Medina, a division of Olson Products (hereinafter sometimes referred to as "Lessee").

WITNESSETH:

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

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

WHEREAS, Ordinance No. 185-94 passed by the Medina City Council on October 31, 1994 has authorized and directed the Mayor of said City to enter into this agreement;

NOW, THEREFORE

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

SECTION 1 - PREMISES

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

(a) The exclusive use of a plot totally about .6887 acres (150'x 200') for an aircraft hangar "F". The remaining area is available to lessee for conduct of his operations subject to all FAA regulations. All taxiways existing or installed are the property of the City of Medina.

SECTION 2 - TERM

The term of this agreement shall be for a period of ~~40~~ years, commencing on Nov. 1st, 1994. Additional terms may be entered into at the option of the City.

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

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

A. \$1.00 payable to the City for rent.

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

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

SECTION 4 - MAINTENANCE AND UTILITIES

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

B. Lessee shall have the right to bring to the leased premises, subject to City approval, additional sources of power and/or electric current as it is determined by Lessee that the same is necessary for its operation, such additional sources of power to be at the expense of Lessee, including installation thereof.

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

SECTION 5 - INDEMNITY

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or

omission on the part of Lessee, its agents, servants and employees and from all loss and damages by reason of such acts or omissions, and Lessee shall provide insurance coverage for this purpose as stated in Section 12 hereof.

SECTION 6 - USE AND COMPLIANCE

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

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

C. The Lessee and/or sublessee shall not store any fuel on the premises.

SECTION 7 - ASSIGNMENT AND SUB LETTING

A. ~~Lessee shall not be able to assign and/or sublet~~ the whole or any part of the subject premises or to permit any other person, corporation or business entity or firm, whether or not such person, corporation or business entity is a parent, subsidiary or any other type affiliate with or of Lessee, to occupy the same.

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

SECTION 8 - NOTICES

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

To the City:

Richard Grice
Planning Director
City of Medina
P.O. Box 703
Medina, Ohio 44258-0703

To the Lessee:

Flight Services of Medina,
a division of Olson Products
ATTN: Earle Olson
P.O. Box 1043
Medina, Ohio 44258-1043

SECTION 9 - PAYMENT OF TAXES

A. Lessee agrees to pay all taxes levied against the leased premises, for the period of the lease.

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

SECTION 10 - RIGHTS OF ENTRY RESERVED

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

A. During the course of their official duties.

B. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such premises.

SECTION 11 - LIENS

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

SECTION 12 - INSURANCE

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

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

A. Public Liability Insurance

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

If separate limits of liability apply:

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

B. Fire and Extended Coverage Insurance

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

SECTION 14 - IMPROVEMENTS

A. Before commencing any construction or installation of any improvements or fixtures in connection with the leased premises, Lessee shall submit final drawings, specifications, costs and contract documents to the City for review and written authority to proceed with the project, Lessee shall insure that the facility as actually constructed conforms substantially with the approval, and shall report any deviations from that approval to the City for authorization.

B. All buildings, alterations, additions, or permanent facilities hereafter constructed upon the premises ~~and not removed as set forth herein~~ shall become part of the real estate and shall become the property of the City and title therein shall vest in the City upon expiration of the term. All fixtures and property installed, affixed to or constructed at the premises, other than the concrete flooring, may be removed by Lessee or sublessee upon the expiration of this Lease.

C. The Lessee shall not install any exterior signs on the leased area.

SECTION 15 - FORCE MAJEURE

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

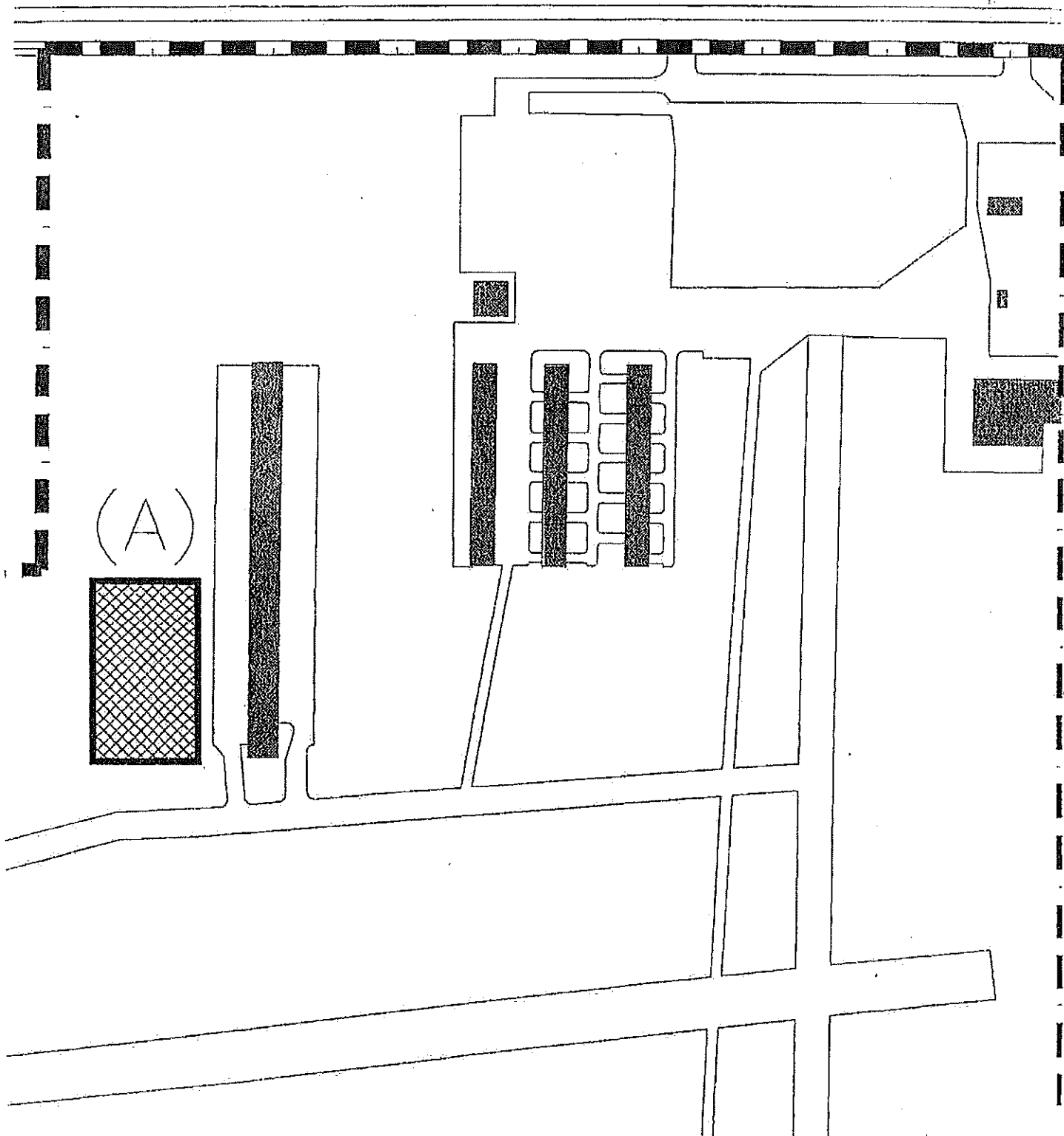
SECTION 16 - DISPUTE RESOLUTION

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

SECTION 17 - MEMORANDUM OF LEASE

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

EXHIBIT "A"



ORDINANCE NO. 185-94

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH FLIGHT SERVICES OF MEDINA, A DIVISION OF OLSON PRODUCTS, FOR THE PREMISES LOCATED AT 2050 MEDINA ROAD AT THE MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

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

- SEC. 1: That the Mayor be and he is hereby authorized and directed to enter into a Lease Agreement with Flight Services of Medina, a division of Olson Products, for the premises located at 2050 Medina Road at the Medina Municipal Airport.
- SEC. 2: That a copy of the Lease Agreement is marked Exhibit A, attached hereto and made a part hereof.
- SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to allow the airport operator to begin construction before winter prohibits building, wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: October 31, 1994

SIGNED: Michael C. Carbone
President of Council

ATTEST: Catherine L. Hill
Clerk of Council

APPROVED: November 2, 1994

SIGNED: Michael E. Carbone
Mayor

1st reading - October 24, 1994
2nd and 3rd reading - October 31, 1994

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

Signed in the presence of

City of Medina

Richard S. [Signature]
Linda R. Turner

By: [Signature]
James S. Roberts, Mayor
Date: 11/2/97

State of Ohio)
) ss.
County of Medina)

Sworn to and subscribed in my presence by James S. Roberts on this 3 day of November, 1997.

KIMBERLY A. WALTER
Notary Public, State of Ohio
My Commission Expires June 18, 1998

[Signature]
Notary Public, State of Ohio

Lessee: Flight Services of Medina

Richard S. [Signature]
Linda R. Turner

By: [Signature]
Earle Olson
Date: 11-14-97

State of Ohio)
) ss.
County of Medina)

Sworn to and subscribed in my presence by Earle Olson on this 14 day of November, 1997.

Document and Form approved by:

[Signature]
Thomas Y. Filous, Law Director

[Signature]
Notary Public, State of Ohio

KIMBERLY A. WALTER
Notary Public, State of Ohio
My Commission Expires June 18, 1998

INSTRUMENT PREPARED BY:
Ray E. Laribee
Laribee, Hertrick & Bougher
325 N. Broadway
P.O. Box 445
Medina, Ohio 44258
(216) 725-0531

**EXHIBIT E
TO
SETTLEMENT AGREEMENT**

LEASE AMENDMENT

This lease amendment is entered into this 11th day of June, 1998, by and between the City of Medina, an Ohio municipal corporation ("Lessor") and Flight Services of Medina, a division of Olson Products ("Lessee").

WHEREAS, on November 14, 1994 the parties entered into a lease agreement for a parcel of ground at the Medina Municipal Airport for the construction for hangars ("Lease") as approved by City of Medina Ordinance #185-94.

WHEREAS, Lessee desires to expand the leased property to build additional hangars.

WHEREFORE, the parties agree as follows:

- 1) In consideration of Lessee's construction of new hangars, Lessor agrees to amend the lease at section 1(a) to expand the lease premises to be a plot of land approximately 150' x 600' (see attached map).
- 2. All other terms and conditions of the lease not inconsistent herewith are hereby reaffirmed.

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

Signed in the presence of:

James M. Verduan
Kimberly A. Walter

Lessor: City of Medina

By: James S. Roberts
James S. Roberts, Mayor

Date: June 11, 1998

Sworn to and subscribed in my presence by James S. Roberts on this 11th day of June, 1998.

Richard Spivey
Notary Public, State of Ohio

Catherine L. Horn
Richard Spivey

Lessee: Flight Services of Medina, a division of Olson Products, Inc.

By: Earle Olson
Earle Olson, President

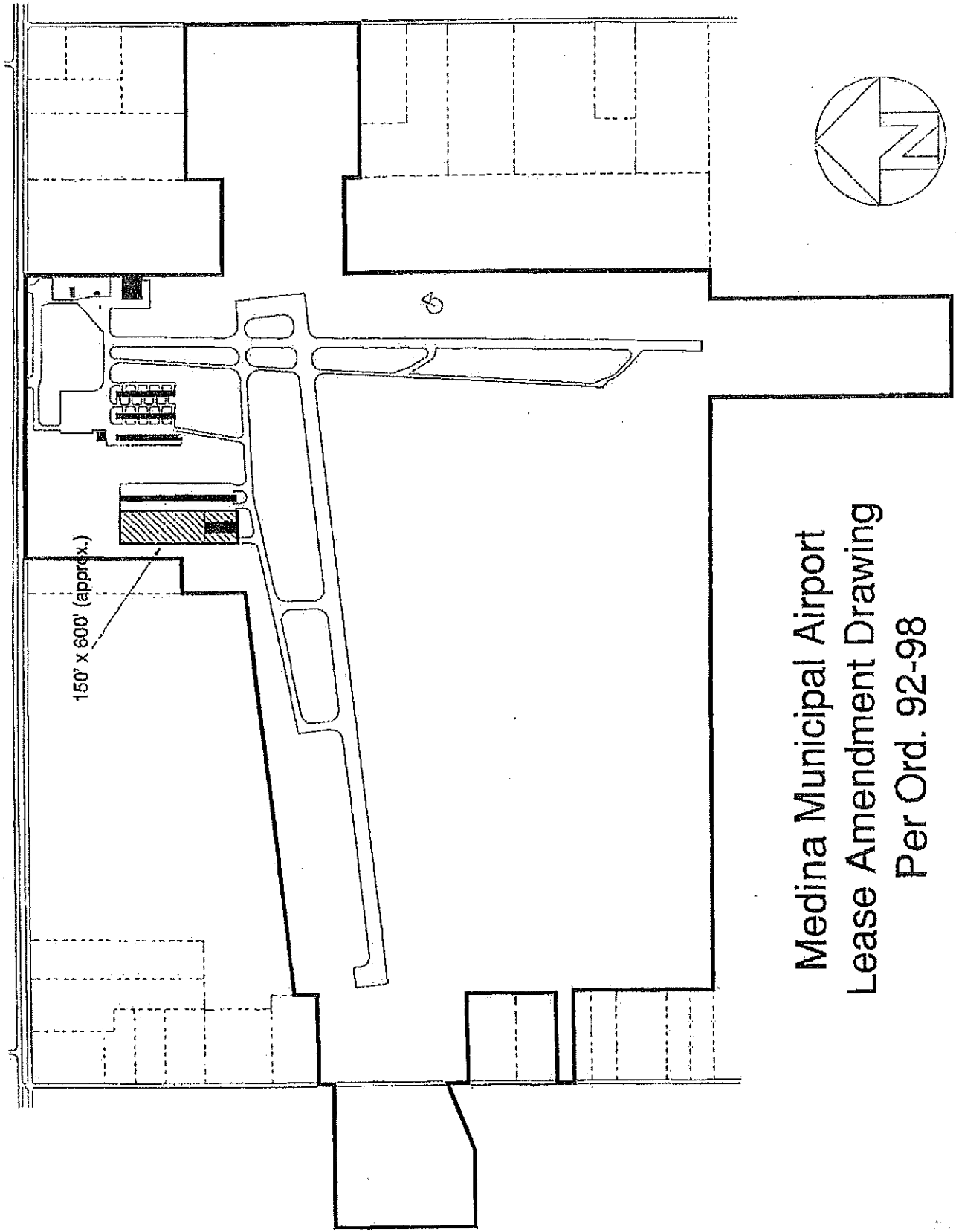
Date: 6-11-98

Sworn to and subscribed in my presence by Earle Olson on this 11 day of June, 1998.

Catherine L. Horn
Notary Public, State of Ohio

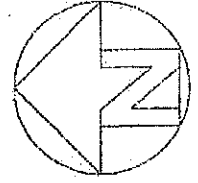
Document and Form approved by:

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



150' x 600' (approx.)

Medina Municipal Airport
Lease Amendment Drawing
Per Ord. 92-98



**EXHIBIT F
TO
SETTLEMENT AGREEMENT**

AGREEMENT

This Agreement is hereby made and entered into this 10 day of July, 2012, by and between the **CITY OF MEDINA, OHIO**, an Ohio Municipal Corporation, (hereinafter referred to as the "City"), and **FLIGHT SERVICES OF MEDINA**, a Division of Olson Products, (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the City of Medina is the owner of Medina Municipal Airport, Medina, Ohio, and is the owner of certain buildings and improvements thereon, and Medina Municipal Airport is operated pursuant to the direction and supervision of the City of Medina; and

WHEREAS, the City of Medina desires to reach agreement with Lessee with respect to the use, regular servicing, and maintenance of a jet fuel depot that shall be located at the Medina Municipal Airport property; and

WHEREAS, this Agreement does not constitute an abandonment of the public use of said property and jet fuel depot, but is an agreement involving the use of said property in furtherance of the public purpose with respect to operation and maintenance of the Airport;

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

1. OWNERSHIP.

The City of Medina shall purchase and own a jet fuel depot that shall be constructed and utilized on the Medina Municipal Airport property located at 2050 Medina Road, Medina, Ohio 44256. Title and ownership of the jet fuel depot shall remain with the City of Medina subject to Lessee's right of use as set forth in this Agreement.

2. USE.

The City does hereby grant the Lessee a right of use with respect to the jet fuel depot where Lessee shall dispense and sell jet fuel to any and all parties who wish to purchase jet fuel at the Medina Municipal Airport.

3. TERM.

The term of this Agreement shall be for a period of ten (10) years commencing on 10th day of August, 2012.

4. SALE PRICE.

The sale price for jet fuel shall be established pursuant to mutual agreement as between the City and Lessee. The sale price of fuel shall be adjusted by Lessee as necessary and so to be competitive with jet fuel sale prices at other area General Aviation Airports and to promote jet fuel sales business at the Medina Municipal Airport; an adjustment in the sale price of jet fuel shall occur by way of notice from Lessee to the City with an agreement thereupon being reached as between Lessee and the City Airport Manager. Bulk rate discounts for jet fuel sales may be granted by Lessee or the City but only by way of written notice from Lessee to the City and with an agreement thereupon being reached as between Lessee and the City Airport Manager. The City shall notify the Lessee in writing if a bulk rate discount for jet fuel sales is granted by the City.

5. MAINTENANCE.

The City agrees to be responsible for any and all extraordinary maintenance required so as to maintain the operational integrity of the jet fuel depot. Extraordinary maintenance includes, but is not limited to, hose replacement, nozzle replacement, floating suction replacement, pump motor replacement, and monitoring equipment replacement. Daily, week-to-week, month-to-month, etc., type maintenance involving maintaining the integrity of the jet fuel, depot and the jet fuel filters shall be the responsibility of Lessee. The Lessee shall adhere to recommended daily, weekly, monthly, etc., jet fuel storage, handling, training and dispensing practices as recommended by the jet fuel supplier and the FAA as prescribed in FAA Advisory Circular (AC) 150/5230-4A or current edition (Attachment A).

6. DIVISION OF GROSS MARGIN.

Sale of jet fuel through the Medina Municipal Airport jet fuel depot shall be recorded by the gallon so that the amount of jet fuel sold may properly be determined. The Lessee shall be responsible for accurate recordkeeping so that the amount of jet fuel sold may be properly determined. It is agreed that Lessee shall be entitled to twenty-five percent (25%) of the profit gross margin on all jet fuel sales. The City shall be entitled to seventy-five percent (75%) of the profit gross margin on all jet fuel sales. The twenty-five percent (25%) profit gross margin accorded to Lessee shall be capped so as not to exceed an amount of One Thousand Dollars (\$1,000) per month until such time as the City of Medina is paid back its initial investment in the jet fuel depot installation. Lessee shall submit to the City a monthly written report and an annual written summary setting forth year-to-date totals and properly outlining the amount of total jet fuel gallons sold, total gallons available, sales price per gallon sold, average sales price per gallon sold, supplier wholesale delivered cost per gallon of jet fuel sold, and properly outlining the amount of profit gross margin payable to the City and payable to the Lessee.

7. FUEL DISPENSING.

Lessee agrees to provide an attendant from 9:00 a.m. to 5:00 p.m., seven days a week, who shall fuel and provide assistance with the fueling of aircraft, helicopters, and/or any

other mechanical devices where the fuel is being purchased at the jet fuel depot. It is understood by and between the parties that the jet fuel depot may be utilized on a self-serve basis, but that Lessee shall provide a fueling service through an attendant upon request of a potential fuel purchaser. The City agrees to pay to the Lessee the necessary jet fuel storage, handling safety and dispensing training to Lessee-designated jet fuel attendants. Training shall be provided by a qualified and certified training facility within the State of Ohio and as per the guidance in FAA AC 150/5230-4A or current edition. Training shall be completed within one (1) year.

8. PURCHASING JET FUEL.

Lessee agrees to stand the costs of any and all jet fuel purchased, and upon purchase, shall bill the City of Medina for the cost of the jet fuel. Lessee shall be responsible for maintaining reasonable quantities of jet fuel in the jet fuel depot tanks. The City of Medina agrees to pay Lessee for the wholesale cost of the jet fuel when the fuel must be purchased. Lessee agrees to be responsible for accurate recordkeeping so that wholesale purchases of jet fuel and the cost incurred for same can be accurately determined.

Checks, money orders, or drafts are to be made payable to the City of Medina and submitted to the office of the Finance Director, Medina City Hall, 132 North Elmwood Avenue, Medina, Ohio 44256.

Checks payable to Flight Services of Medina should be sent to P.O. Box 1043, Medina, Ohio 44258.

9. USE AND COMPLIANCE.

Lessee shall not use or permit the use of the jet fuel depot and equipment named herein or any part thereof for any purpose or use other than those authorized by this Agreement.

Lessee, its officers, agents, employees, and other persons whom Lessee has control over shall comply with all state and federal laws and with any rules and regulations governing or related to use of the Airport and/or the equipment named herein as may be promulgated by the City in the interests of health, safety, sanitation, and good order.

10. INDEPENDENT CONTRACTOR.

Lessee shall be and shall remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workman's Compensation Act, unemployment insurance, or old age retirement benefits, pensions, or annuities, now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Lessee on work performed pursuant to this Agreement, and further agrees to obey all rules and regulations and to meet all requirements, which now or hereafter may be issued or promulgated pursuant to said respective laws, by any duly authorized state or federal officials; and said Lessee agrees to indemnify and save the City harmless for any such contributions or taxes or liability therefore.

11. INSURANCE.

Lessee shall purchase and maintain during the entire term of this Agreement, insurance coverage as required pursuant to Medina City Ordinance No. 199-01 and the terms of the Fixed-Base Agreement as between the City and Lessee that is incorporated and adopted pursuant to Ordinance No. 199-01. Insurance coverage liability limits shall apply as set forth in the Fixed-Base Agreement adopted pursuant to Ordinance No. 199-01.

12. FORCE MAJEURE.

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

13. INDEMNITY.

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, its agents, servants, and employees and from all loss or damages by reason of such acts or omissions; and Lessee shall provide insurance coverage as required pursuant to Section 11 of this Agreement.

14. DISPUTE RESOLUTION.

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

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

Signed in the presence of:

CITY OF MEDINA

William Bennett
Kathy Patton

By: *Dennis Hanwell*
DENNIS HANWELL, Mayor *7-11-12*

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Dennis Hanwell, the Mayor of the City of Medina, an Ohio municipal corporation, who acknowledged that he did execute the foregoing instrument, and that the same is his free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Medina, Ohio,
this *11th* day of *July*, 2012.

Sandra Davis
NOTARY PUBLIC

LESSEE:

Signed in the presence of:

**FLIGHT SERVICES OF MEDINA,
A Division of Olson Products**

Kathy Patton
Kimberly H. Walter

By: [Signature]
EARLE OLSON
Its: President

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Earle Olson, President of Flight Services of Medina, a Division of Olson Products, who acknowledged that he did execute the foregoing instrument, and that the same is his free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Medina, Ohio, this 17th day of July, 2012.

Kimberly H. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2013

Document & Form Approved by:

[Signature]
GREGORY A. HUBER, Law Director
City of Medina

**EXHIBIT G
TO
SETTLEMENT AGREEMENT**

**LEASE MODIFICATION AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO
(Private Hangars MMA LLC)**

This **LEASE MODIFICATION AGREEMENT** (this "Modification") is hereby made and entered into this ___ day of _____ 2023 (the "Effective Date"), by and between the **CITY OF MEDINA, OHIO**, a municipal corporation organized and operated under the laws of the State of Ohio (the "City") and **OLSON PRODUCTS OF MEDINA, INC.**, an Ohio corporation, dba **FLIGHT SERVICES OF MEDINA** ("Lessee").

WITNESSETH:

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

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

WHEREAS, pursuant to Ordinance No. 198-01 passed on November 12, 2001 by the Medina City Council, the City authorized a certain Lease Agreement with Lessee, a copy of which Lease Agreement dated December 12, 2001, is attached as Exhibit 1 (the "Lease"); and

WHEREAS, pursuant to a Settlement Agreement between the City, Lessee and Private Hangars MMA, LLC dated effective September __, 2023, the parties agreed to modify the Lease to redefine the Premises described under Section 1 of the Lease and to replace Exhibit "A" to the Lease.

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

SECTION 1 – REVISIONS TO PREMISES

A. Revised Premises. Section 1 of the Lease is replaced with the following:

"The City hereby leases to Lessee and Lessee does hereby rent from the City the premises located on the site of the Medina Municipal Airport, with a street address of 2050 Medina Road, Medina, Ohio 44256 described and shown on the attached "Amended Exhibit A."

B. Surrender. The portions of the Premises not included in the **Amended Exhibit A** depiction of the Premises (the "Surrendered Portion") are removed from the Lease and surrendered to the City. Lessee represents that the Surrendered Portion is in the condition required by the Lease.

C. Removal of Hangars at Expiration. Lessee shall have ninety (90) days from the date of any termination or expiration of the Lease (the "Removal Deadline") to remove buildings, hangars, structures, or other improvements installed by Lessee ("Improvement(s)"). If any Improvement is not removed by Lessee by the Removal Deadline, then such Improvement shall be the property of the City at the City's discretion. If the City elects not to take responsibility for ownership of the Improvements, then Lessee shall be responsible for the expenses of demolishing and removing the

Improvements. If the Improvements are to be removed, then Lessee shall return the Premises to its original condition with the understanding that the concrete pads will be left in place.

SECTION 2 - GENERAL

- A. Access Fee. The Lessee acknowledges the right of the City to impose access fees (“Access Fee(s)”) at the Airport chargeable monthly on a per occupied aircraft hangar basis. For the purposes of this Agreement, the term “occupied aircraft hangar basis” or “occupied hangar basis” means any aircraft hangar or hangar unit that is in use with an aircraft being stored/hangered for any period of time during the particular billing month. The Access Fee is not prorated for any partial month or partial storage period during a month. For avoidance of doubt, each aircraft storage space in a larger building (such as a T-hangar having multiple individual aircraft storage units) is treated as an aircraft hangar. As of the Effective Date, the Access Fee is charged at \$100.00 per month (or portion of a month) per aircraft hangar on an occupied hangar basis. It is understood that the Access Fee is fixed on a non-discriminatory/uniform basis and may be reasonably adjusted from time to time by the City.

As of the date hereof, there are _____ aircraft hangars on the Premises shown on **Amended Exhibit A.**

- B. Lease in Effect. Except as hereby modified, the Lease remains in effect.
- C. Memorandum of Lease. A revised Memorandum of Lease in form satisfactory to the Law Director of the City of Medina may be filed with the Medina County, Ohio Recorder’s Office in the real estate records for Medina County, Ohio.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties executed this Modification each for themselves and their transferees, successors, and assigns, as of the Effective Date.

CITY OF MEDINA

By: _____

Name: Dennis Hanwell

Title: Mayor

Dated: _____

LESSEE:

OLSON PRODUCTS, INC., an Ohio corporation and dba Flight Services of Medina

By: _____

Name: _____

Its: _____

Document and Form Approved By:

By: _____

Name: Gregory A. Huber

Title: Law Director

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Dennis Hanwell, the Mayor of **CITY OF MEDINA**, a municipal corporation, on behalf of same.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of **OLSON PRODUCTS, INC.**, an Ohio corporation, on behalf of the corporation.

Notary Public

**CONSENT
OF
SUBLESSEE**

The undersigned, **PRIVATE HANGARS MMA LLC**, an Ohio limited liability company, being a party as "Sublessee" to that certain Sublease dated March 10, 2014, between Sublessee and **FLIGHT SERVICES OF MEDINA**, a division of **OLSON PRODUCTS, INC.**, an Ohio corporation, as "Sublessor" (the "Sublease"), hereby consents to the preceding attached Lease Modification Agreement dated _____, 2023, related to the Master Lease as defined in the Sublease.

SUBLESSEE:

PRIVATE HANGARS MMA, LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of **PRIVATE HANGARS MMA, LLC**, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT 1 TO LEASE MODIFICATION AGREEMENT
(Master Lease - Private Hangars)

ORD. 198-01
EXHIBIT A

LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

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

WITNESSETH:

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

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

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

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

SECTION 1 - PREMISES

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

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

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

EXHIBIT A

SECTION 2 - TERM

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

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

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

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

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

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

SECTION 4 - MAINTENANCE AND UTILITIES

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

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

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

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

SECTION 5 - INDEMNITY

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

SECTION 6 - USE AND COMPLIANCE

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

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

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

SECTION 7 - ASSIGNMENT AND SUBLetting

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

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

SECTION 8 - NOTICES

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

To the City:

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

To the Lessee:

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

SECTION 9 - PAYMENT OF TAXES

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

SECTION 10 - RIGHTS OF ENTRY RESERVED

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

A. During the course of their official duties.

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

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

SECTION 11 - LIENS

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

SECTION 12 - INSURANCE

The Lessee and any sublessee shall purchase and maintain during the entire term of lease, insurance as listed in Section 4 below. All policies shall name the City and the FBO as an insured, with all policies being delivered to the City for custody within thirty (30) days of execution of the lease. Such insurance shall not be subject to cancellation upon less than ten (10) days' notice to the City.

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

A. Public Liability Insurance

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

IF separate limits of liability apply:

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

B. Fire and Extended Coverage Insurance

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

SECTION 13 - IMPROVEMENTS

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

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

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

SECTION 14 - FORCE MAJEURE

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

SECTION 15 - DISPUTE RESOLUTION

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

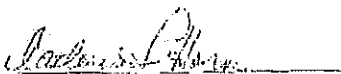
SECTION 16 - MEMORANDUM OF LEASE

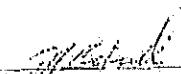
A memorandum of this lease, in a form satisfactory to the Law Director of the City of Medina, shall be filed with the Medina County Recorder.

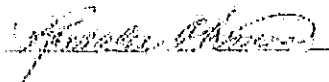
IN WITNESS WHEREOF, the parties hereto have executed these presents, each for themselves and their successors and assigns, as of the date and year first above written.

Signed in the presence of:

CITY OF MEDINA



By: 
JAMES S. ROBERTS, Mayor



Dated: 12-10-01

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

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





NOTARY PUBLIC

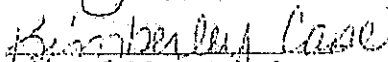
CATHERINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-13-02

Signed in the presence of:

LESSEE: FLIGHT SERVICES
OF MEDINA


DANIEL PRITCHARD

By: 
EARLE OLSON


KIMBERLEY CASE

Dated: 12-19-01

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

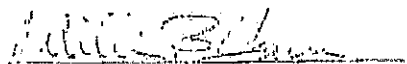


MIRANDA R. WATSON
Notary Public, State of Ohio
My Commission Expires May 31, 2003

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

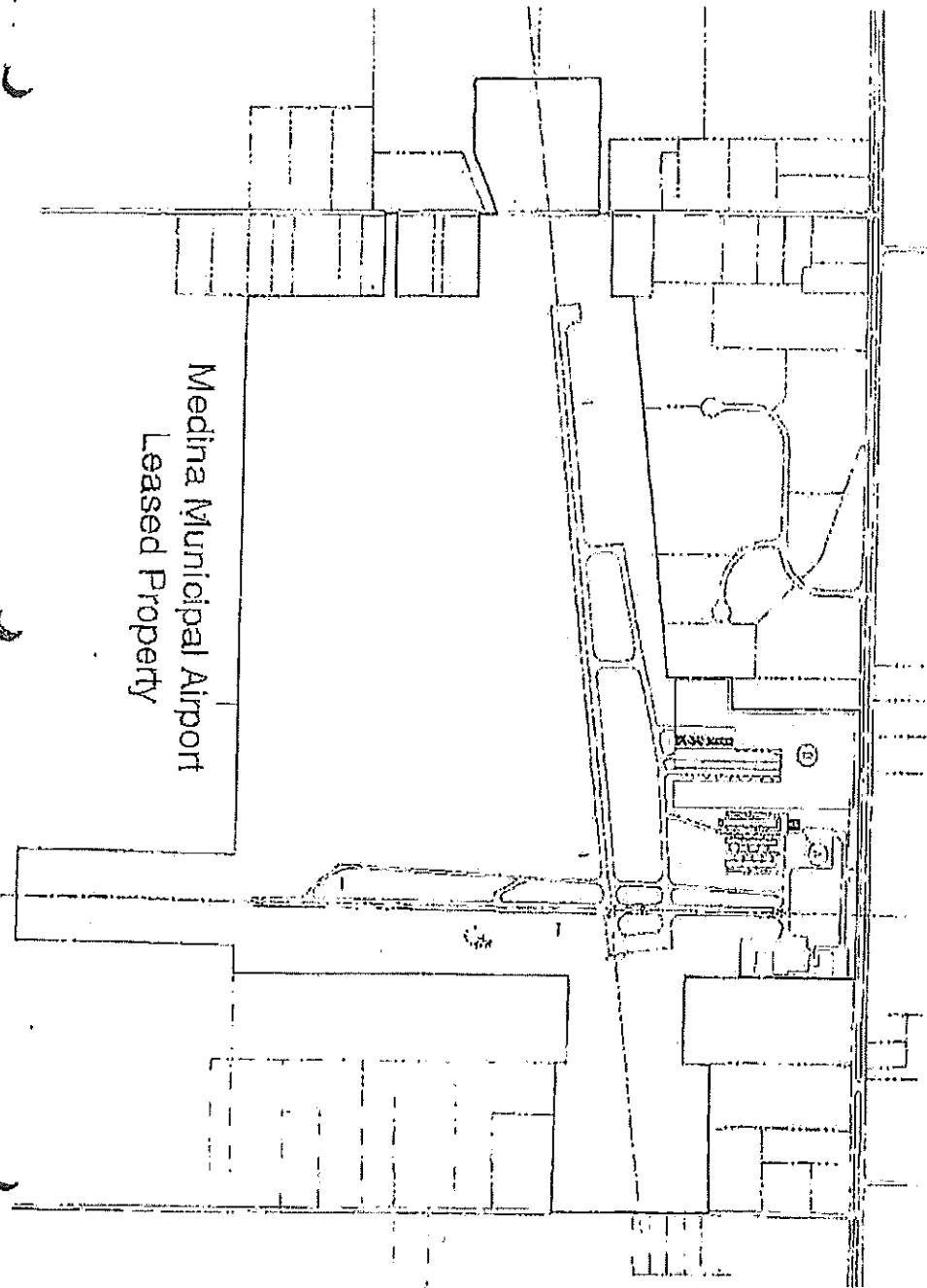

NOTARY PUBLIC

Document and Form approved by:

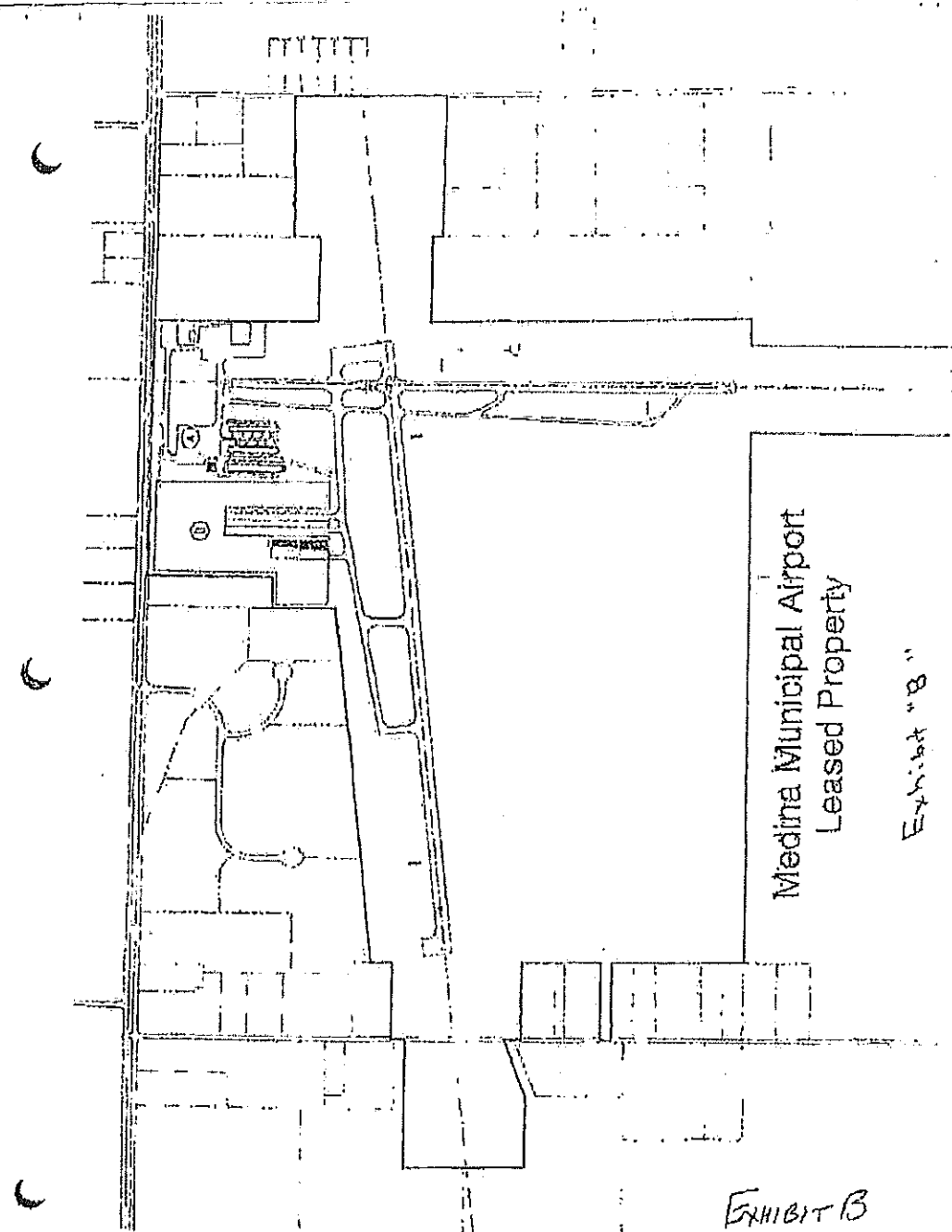

WILLIAM B. YOUNG, Law Director
City of Medina, Ohio

NOTE: THIS IS AN EXHIBIT TO LEASE NOT AN EXHIBIT TO LEASE MODIFICATION

EXHIBIT "A"



NOTE: THIS IS AN EXHIBIT TO LEASE NOT AN EXHIBIT TO LEASE MODIFICATION

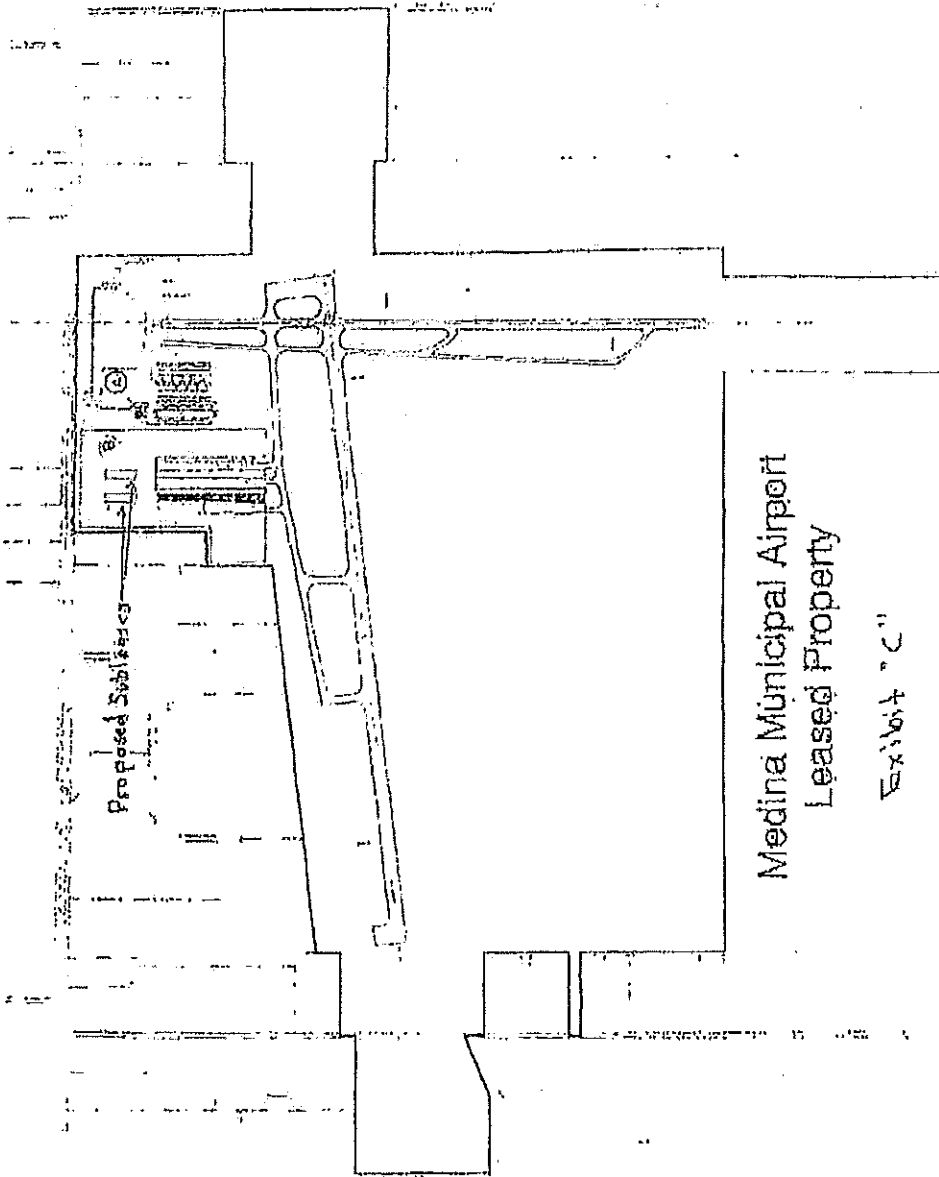


Medina Municipal Airport
Leased Property

Exhibit "B"

EXHIBIT B

NOTE: THIS AN EXHIBIT TO LEASE NOT AN EXHIBIT TO LEASE MODIFICATION



Medina Municipal Airport
Leased Property

Exhibit "C"

EXHIBIT C

HANGAR RULES

For

Private Hangars MWVA LLC ("PHMMA") (at the Medina Municipal Airport)

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

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

General Hangar Rules:

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

Allowed Limited Maintenance:

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

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

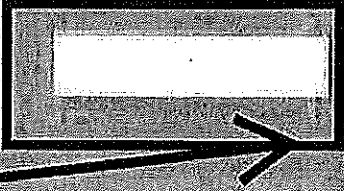
All hangars are required to be inspected as often as necessary for possible fire and safety hazards. Summit Township Fire Department, in conjunction with Airport staff, will periodically inspect all hangars and storerooms for hazards. If an unsafe condition is found, you will receive written notification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

Insurance:

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

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

EXHIBIT D
EXHIBIT C



Premises is area bounded with/ bold border. East boundary is at edge of existing paved area. West boundary is at east edge of access road. South boundary line is at edge of boundary with Hangar F lease boundary. Airport users have reasonable right to ingress and egress over and upon paved areas on the Premises subject to airport management rules adopted from time to time.

**EXHIBIT H
TO
SETTLEMENT AGREEMENT**

**LEASE MODIFICATION AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO**
(Hangar F-1, F-2, F-3 and Helicopter Maintenance Hangar)

This **LEASE MODIFICATION AGREEMENT** (this "Modification") is hereby made and entered into this ___ day of _____ 2023 (the "Effective Date"), by and between the **CITY OF MEDINA, OHIO**, a municipal corporation organized and operated under the laws of the State of Ohio (the "City") and **OLSON PRODUCTS OF MEDINA, INC.**, an Ohio corporation, dba **FLIGHT SERVICES OF MEDINA** ("Lessee") (each a "party" or collectively the "parties.").

WITNESSETH:

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

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

WHEREAS, pursuant to Ordinance No. 185-94 passed on October 31, 1994 by the Medina City Council, the City authorized a certain Lease Agreement (the "Lease") with Lessee, a copy of which Lease dated November 14, 1994 is attached hereto as Exhibit 1, and which Lease was later amended by Lease Amendment dated June 11, 1998 (the "Amendment"), a copy of which Amendment is similarly attached hereto as part of Exhibit 1 (with the Lease, collectively, the "Amended Lease"); and

WHEREAS, pursuant to a Settlement Agreement between the City, Lessee and Private Hangars MMA, LLC effective September __, 2023, the parties agreed to modify the Amended Lease to revise the Premises described therein and to replace Exhibit "A" to the Amended Lease.

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

SECTION 1 – REVISIONS TO PREMISES

A. Revised Premises. Section 1 of the Lease, together with the description of the expansion of the Premises in Section 1 of the Amendment, are replaced with the following:

"The City hereby leases to Lessee, and Lessee does hereby rent from the City the premises located on the site of the Medina Municipal Airport, with a street address of 2050 Medina Road, Medina, Ohio 44256 described and shown on the attached "Amended Exhibit A."

B. Surrender. The portions of the Premises not included in the **Amended Exhibit A** depiction of the Premises (the "Surrendered Portion") are removed from the Lease and surrendered to the City. Lessee represents that the Surrendered Portion is in the condition required by the Lease.

C. Removal of Hangars at Expiration. Lessee shall have ninety (90) days from the date of any termination or expiration of the Lease (the "Removal Deadline") to remove buildings, hangars, structures, or other improvements installed by Lessee ("Improvement(s)"). If any Improvement is not removed by Lessee by the Removal

Deadline, then such Improvement shall be the property of the City at the City's discretion. If the City elects not to take responsibility for ownership of the Improvements, then Lessee shall be responsible for the expenses of demolishing and removing the Improvements. If the Improvements are to be removed, then Lessee shall return the Premises to its original condition with the understanding that the concrete pads will be left in place.

SECTION 2 - GENERAL

- A. Access Fee. The Lessee acknowledges the right of the City to impose access fees ("Access Fee(s)") at the Airport chargeable monthly on a per occupied aircraft hangar basis. For the purposes of this Agreement, the term "occupied aircraft hangar basis" or "occupied hangar basis" means any aircraft hangar or hangar unit that is in use with an aircraft being stored/hangered for any period of time during the particular billing month. The Access Fee is not prorated for any partial month or partial storage period during a month. For avoidance of doubt, each aircraft storage space in a larger building (such as a T-hangar having multiple individual aircraft storage units) is treated as an aircraft hangar. As of the Effective Date, the Access Fee is charged at \$100.00 per month (or portion of a month) per aircraft hangar on an occupied hangar basis. It is understood that the Access Fee is fixed on a non-discriminatory/uniform basis and may be reasonably adjusted from time to time by the City.

As of the date hereof, there are _____ aircraft hangars on the Premises shown on **Amended Exhibit A.**

- B. Lease in Effect. Except as hereby modified, the Lease remains in effect.
- C. Memorandum of Lease. A revised Memorandum of Lease in form satisfactory to the Law Director of the City of Medina may be filed with the Medina County, Ohio Recorder's Office in the real estate records for Medina County, Ohio.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties executed this Modification each for themselves and their transferees, successors, and assigns, as of the Effective Date.

CITY OF MEDINA

By: _____

Name: Dennis Hanwell

Title: Mayor

Dated: _____

LESSEE:

OLSON PRODUCTS, INC., an Ohio corporation and dba Flight Services of Medina

By: _____

Name: _____

Its: _____

Document and Form Approved By:

By: _____

Name: Gregory A. Huber

Title: Law Director

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Dennis Hanwell, the Mayor of **CITY OF MEDINA**, a municipal corporation, on behalf of same.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of **OLSON PRODUCTS, INC.**, an Ohio corporation, on behalf of the corporation.

Notary Public

EXHIBIT 1 TO LEASE MODIFICATION
(HANGAR F-1, F-2, F-3)

LEASE AMENDMENT

This lease amendment is entered into this 11th day of June, 1998, by and between the City of Medina, an Ohio municipal corporation ("Lessor") and Flight Services of Medina, a division of Olson Products ("Lessee").

WHEREAS, on November 14, 1994 the parties entered into a lease agreement for a parcel of ground at the Medina Municipal Airport for the construction for hangars ("Lease") as approved by City of Medina Ordinance #185-94.

WHEREAS, Lessee desires to expand the leased property to build additional hangars.

WHEREFORE, the parties agree as follows:

- 1) In consideration of Lessee's construction of new hangars, Lessor agrees to amend the lease at section 1(a) to expand the lease premises to be a plot of land approximately 150' x 600' (see attached map).
2. All other terms and conditions of the lease not inconsistent herewith are hereby reaffirmed.

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

Signed in the presence of:

James M. Verduan
Kimberly A. Walter

Lessor: City of Medina

By: James S. Roberts
James S. Roberts, Mayor

Date: June 11, 1998

Sworn to and subscribed in my presence by James S. Roberts on this 11th day of June, 1998.

Richard H. Hines
Notary Public, State of Ohio

Catherine L. Olson
Earle Olson

Lessee: Flight Services of Medina, a division of Olson Products, Inc.

By: Earle Olson
Earle Olson, President

Date: 6-11-98

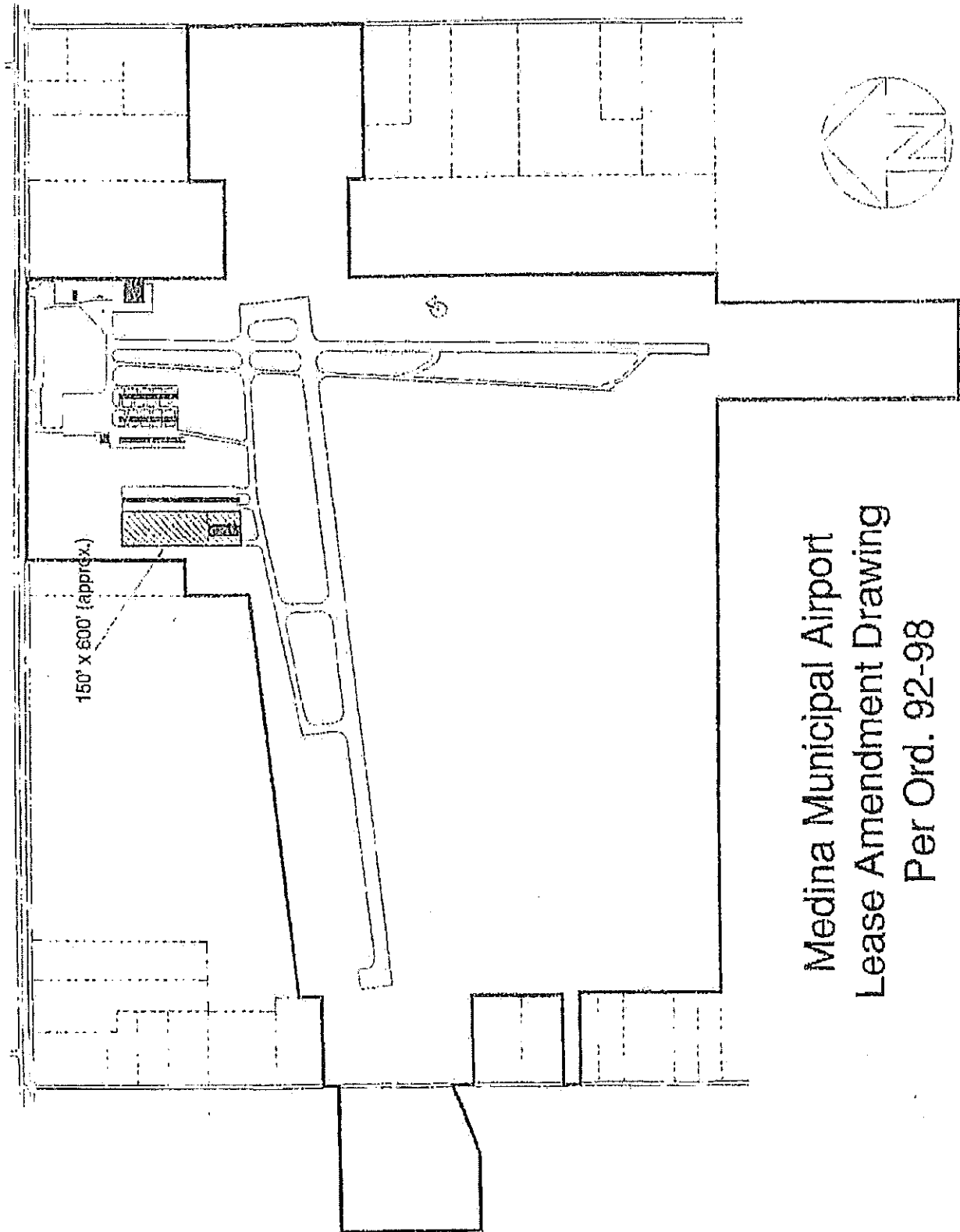
Sworn to and subscribed in my presence by Earle Olson on this 11 day of June, 1998.

Catherine L. Hines
Notary Public, State of Ohio

Document and Form approved by:

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

Note: This is an exhibit to F hangar lease and amendment; not an exhibit to lease modification



Medina Municipal Airport
Lease Amendment Drawing
Per Ord. 92-98

**LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO**

*Land Lease
Till 2034*

This Lease Agreement (hereinafter called Agreement) is hereby made and entered into this ~~14th day of November~~ 1994 by and between the City of Medina, Ohio, (hereinafter sometimes referred to as the "City") and Flight Services of Medina, a division of Olson Products (hereinafter sometimes referred to as "Lessee").

WITNESSETH:

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

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

WHEREAS, Ordinance No. 185-94 passed by the Medina City Council on October 31, 1994 has authorized and directed the Mayor of said City to enter into this agreement;

NOW, THEREFORE

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

SECTION 1 - PREMISES

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

(a) The exclusive use of a plot totally about .6887 acres (150'x200') for an aircraft hangar "F". The remaining area is available to lessee for conduct of his operations subject to all FAA regulations. All taxiways existing or installed are the property of the City of Medina.

SECTION 2 - TERM

The term of this agreement shall be for a period of 40 years, commencing on Nov. 1st, 1994. Additional terms may be entered into at the option of the City.

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

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

A. \$1.00 payable to the City for rent.

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

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

SECTION 4 - MAINTENANCE AND UTILITIES

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

B. Lessee shall have the right to bring to the leased premises, subject to City approval, additional sources of power and/or electric current as it is determined by Lessee that the same is necessary for its operation, such additional sources of power to be at the expense of Lessee, including installation thereof.

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

SECTION 5 - INDEMNITY

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or

omission on the part of Lessee, its agents, servants and employees and from all loss and damages by reason of such acts or omissions, and Lessee shall provide insurance coverage for this purpose as stated in Section 12 hereof.

SECTION 6 - USE AND COMPLIANCE

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

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

C. The Lessee and/or sublessee shall not store any fuel on the premises.

SECTION 7 - ASSIGNMENT AND SUB LETTING

A. ~~Lessee shall be able to~~ assign and/or sublet the whole or any part of the subject premises or to permit any other person, corporation or business entity or firm, whether or not such person, corporation or business entity is a parent, subsidiary or any other type affiliate with or of Lessee, to occupy the same.

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

SECTION 8 - NOTICES

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

To the City:

Richard Grice
Planning Director
City of Medina
P.O. Box 703
Medina, Ohio 44258-0703

To the Lessee:

Flight Services of Medina,
a division of Olson Products
ATTN: Earle Olson
P.O. Box 1043
Medina, Ohio 44258-1043

SECTION 9 - PAYMENT OF TAXES

A. Lessee agrees to pay all taxes levied against the leased premises, for the period of the lease.

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

SECTION 10 - RIGHTS OF ENTRY RESERVED

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

A. During the course of their official duties.

B. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such premises.

SECTION 11 - LIENS

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

SECTION 12 - INSURANCE

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

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

A. Public Liability Insurance

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

If separate limits of liability apply:

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

B. Fire and Extended Coverage Insurance

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

SECTION 14 - IMPROVEMENTS

A. Before commencing any construction or installation of any improvements or fixtures in connection with the leased premises, Lessee shall submit final drawings, specifications, costs and contract documents to the City for review and written authority to proceed with the project. Lessee shall insure that the facility as actually constructed conforms substantially with the approval, and shall report any deviations from that approval to the City for authorization.

B. All buildings, alterations, additions, or permanent facilities hereafter constructed upon the premises ~~and not removed as set forth herein;~~ shall become part of the real estate and shall become the property of the City and title therein shall vest in the City upon expiration of the term. All fixtures and property installed, affixed to or constructed at the premises, other than the concrete flooring, may be removed by Lessee or sublessee upon the expiration of this Lease.

C. The Lessee shall not install any exterior signs on the leased area.

SECTION 15 - FORCE MAJEURE

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

SECTION 16 - DISPUTE RESOLUTION

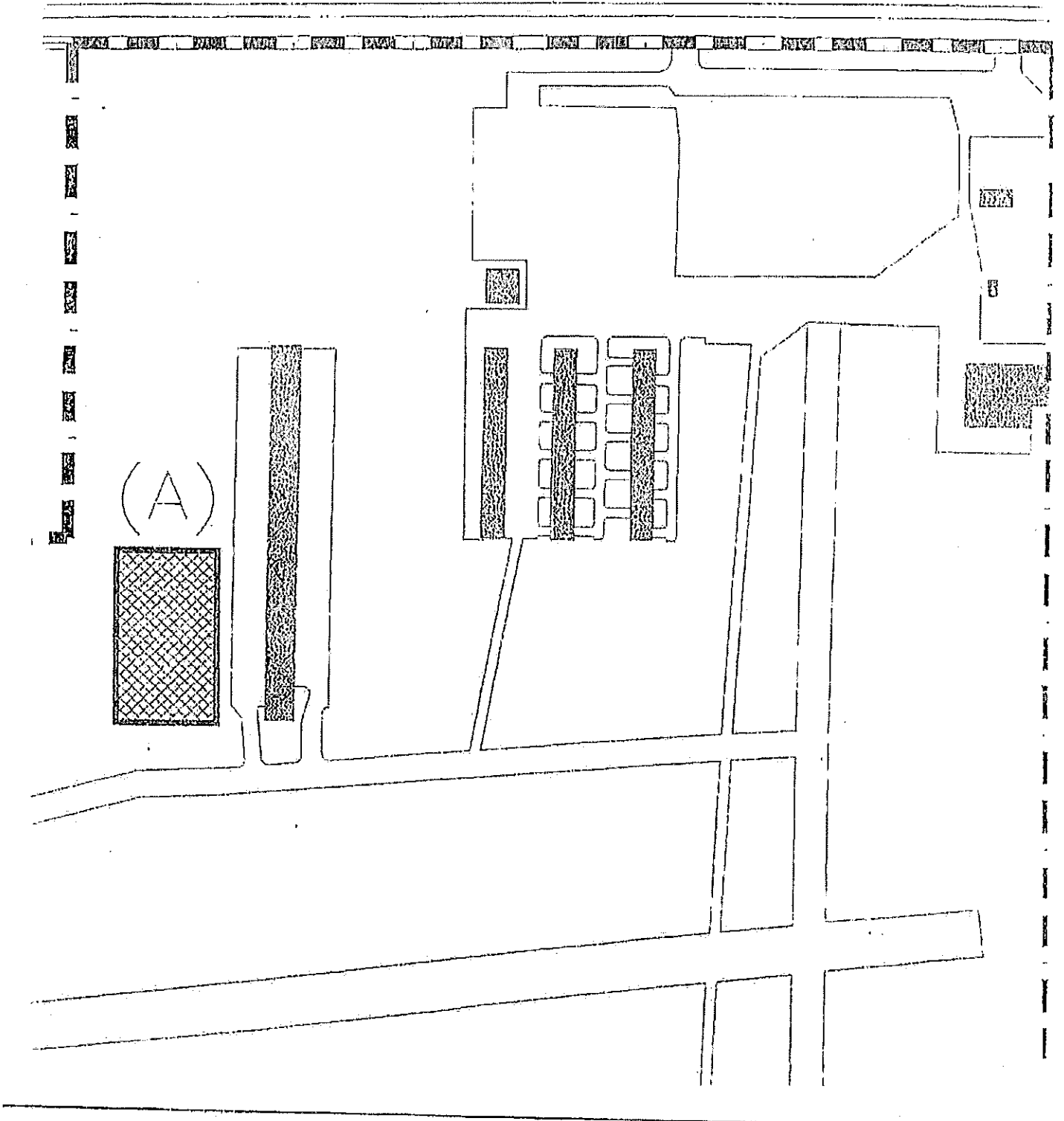
The parties agree that all disputes which may arise under the terms of this agreement shall be decided by a panel of three (3) arbitrators appointed by the presiding Judge of the Common Pleas Court of Medina County.

SECTION 17 - MEMORANDUM OF LEASE

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

Note: This is an exhibit to F hangar lease; not an exhibit to lease modification

EXHIBIT "A"



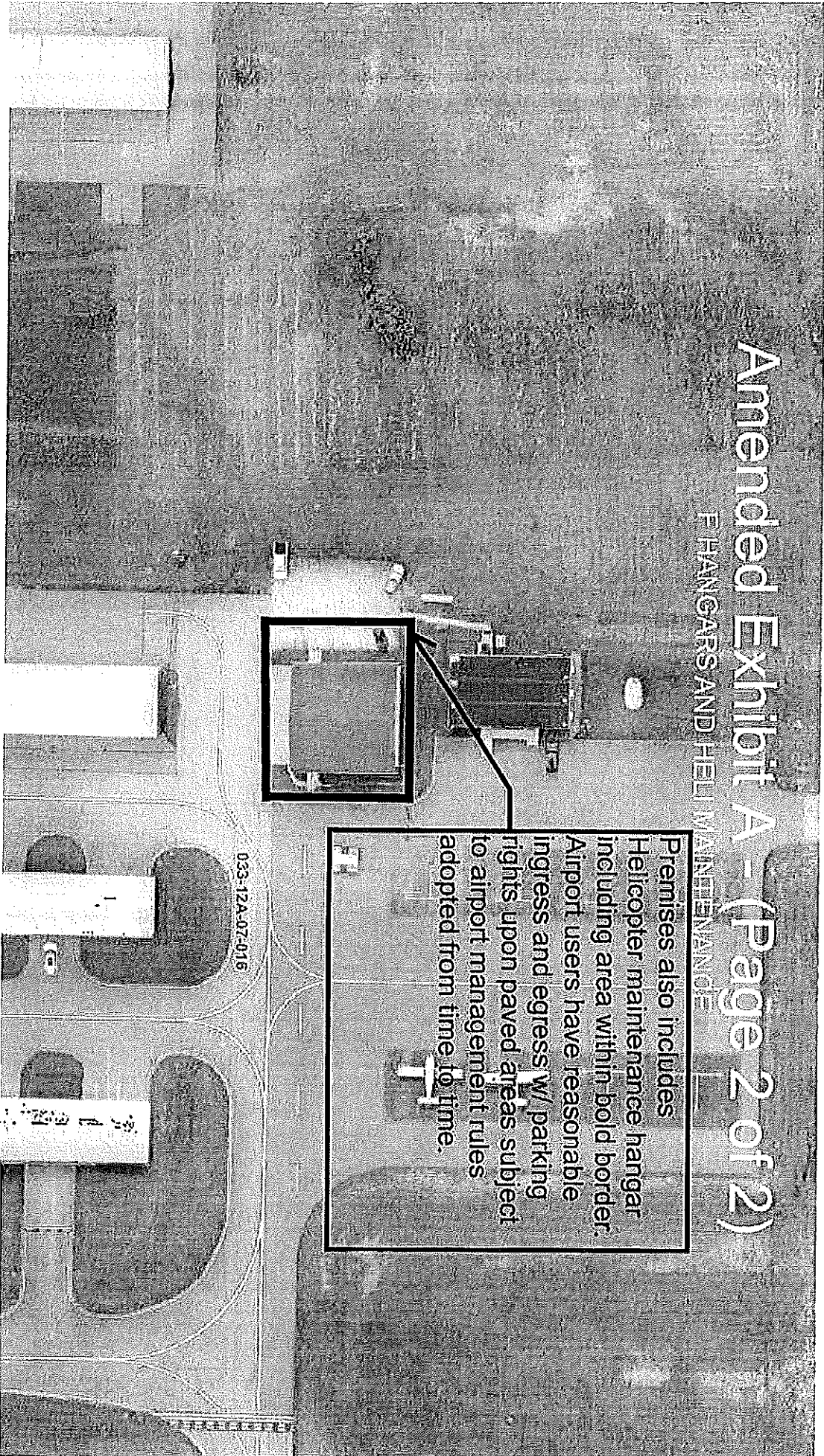
AMENDED EXHIBIT A TO LEASE MODIFICATION
F HANGARS AND HELI MAINTENANCE (Page 1 of 2)

Premises is area bounded w/bold border and follows the paved areas around the building. East boundary line is centerline between F Hangars and adjacent hangars. Airport users have reasonable right to ingress and egress over and upon paved areas on the Premises subject to airport management rules adopted from time to time.



Amended Exhibit A - (Page 2 of 2)

F HANGARS AND HELI MAINTENANCE



Premises also includes
Helicopter maintenance hangar
including area within bold border
Airport users have reasonable
ingress and egress w/ parking
rights upon paved areas subject
to airport management rules
adopted from time to time.

033-12A-07-016

**EXHIBIT I
TO
SETTLEMENT AGREEMENT**

LEASE

This Lease is hereby made and entered into this 26th day of June, 2012, by and between the CITY OF MEDINA, OHIO, an Ohio Municipal Corporation, (hereinafter referred to as the "City"), and FLIGHT SERVICES OF MEDINA, a Division of Olson Products, (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the City of Medina is the owner of Medina Municipal Airport, Medina, Ohio, and is the owner of certain buildings and improvements thereon, and Medina Municipal Airport is operated pursuant to the direction and supervision of the City of Medina; and

WHEREAS, the City of Medina desires to lease a portion of the land more fully described herein to Lessee for the purpose of locating a modular building to be used by Air Methods Corporation, a wholly owned subsidiary of Rocky Mountain Holdings, LLC, dba University Medivac; and

WHEREAS, the leasing does not constitute an abandonment of the public use of such land, but is the employment of the use of such land in furtherance of the public purpose with respect to operation and maintenance of the Airport;

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

1. PREMISES.

The City of Medina hereby leases to Lessee and Lessee does hereby rent and hire from the City the following land located on the site of the Medina Municipal Airport, with a street address of 2050 Medina Road, Medina, Ohio 44256, and further described on "Exhibit A," attached hereto and incorporated herein.

Title to all leasehold improvements constructed by the City to remain with the City subject to the right of the Lessee to its use during the term of the Lease or any renewal thereof, for which the additional rental, if any, shall be determined by negotiation.

2. TERM.

The term of this Lease shall be for a period of five (5) years commencing on April 1, 2012.

3. RENTAL RATE AND PAYMENT.

Lessee and the City agree:

- A. The monthly rental rate payable on the first (1st) day of each month of each year shall be in the sum of Five Hundred Dollars (\$500) per month.
- B. Checks, money orders, or drafts are to be payable to the City of Medina and submitted to the office of the Finance Director, Medina Municipal Building, 132 North Elmwood Avenue, Medina, Ohio 44256.

4. SUBLEASE.

Lessee shall be permitted a sublease to Air Methods Corporation, a wholly owned subsidiary of Rocky Mountain Holdings, LLC, dba University Medivac.

Lessee shall not permit any activity on the leased land or areas under its control which might interfere with the safe flight of aircraft or with the operation or further development of the Airport.

5. MAINTENANCE.

Lessee agrees to accept the leased land in its present condition and shall maintain it in as good a condition as it is upon acceptance without any expense to the City of Medina.

Lessee shall be responsible for the security of the land described herein during established hours of operation.

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

The City of Medina shall not be responsible for utilities used on the leased land, including electric service, water, sewer, and heat.

Lessee agrees to mow grass on the leased land and on areas contiguous to runways and taxiways and clear zone areas.

6. INDEMNITY.

Lessee agrees to hold the City free and harmless from loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, its agents, servants, and employees and from all loss or damages by reason of such acts or omissions; and Lessee shall provide insurance coverage for the leased land as required pursuant to the agreement between Lessee and the City of Medina outlined in Ordinance No. 199-01.

7. TERMINATION.

This Lease may be terminated by the City of Medina for any reason upon ninety (90) days' prior written notice to the Lessee.

8. NOTICES.

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

To the City:

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

To the Lessee:

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

9. PAYMENT OF TAXES.

Lessee agrees to pay all taxes levied against the leased land for the period of the Lease.

10. INSURANCE.

Lessee shall purchase and maintain during the entire term of this Agreement, insurance coverage covering the leased land as required pursuant to Medina City Ordinance No. 199-01 and the terms of the Fixed-Base Agreement as between the City and Lessee that is incorporated and adopted pursuant to Ordinance No. 199-01. Insurance coverage liability limits shall apply as set forth in the Fixed-Base Agreement adopted pursuant to Ordinance No. 199-01.

11. FORCE MAJEURE.

Neither City nor Lessee shall be deemed to be in breach of this agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God,

acts of the public enemy, acts of government authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstance for which it is not responsible and which are not within its control; provided that this provision shall not apply to failures by Lessee to pay rents, or make any other money payments required by this agreement and further provided that this provision shall not prevent either party from exercising its right of termination under this agreement.

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

Signed in the presence of:

CITY OF MEDINA

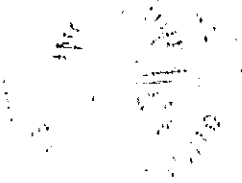
Kimberly A. Walter
Kimberly A. Walter

By: *D Hanwell 6.26.12*
DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Dennis Hanwell, the Mayor of the City of Medina, an Ohio municipal corporation, who acknowledged that he did execute the foregoing instrument, and that the same is his free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Medina, Ohio, this 26th day of June, 2012.



Kimberly A. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2013

LESSEE:

Signed in the presence of:

FLIGHT SERVICES OF MEDINA,
A Division of Olson Products

Kimberly A. Walter

By: [Signature]

EARLE OLSON

[Signature]

Its: President

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Earle Olson, President, of Flight Services of Medina, a Division of Olson Products, who acknowledged that he did execute the foregoing instrument, and that the same is his free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Medina, Ohio, this 27th day of June, 2012.

Kimberly A. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2013

Document & Form Approved by:

Gregory A. Huber / L.A.E.
GREGORY A. HUBER, Law Director
City of Medina

LEGAL DESCRIPTION
CITY OF MEDINA AIRPORT
FLIGHT CREW BUILDING EASEMENT
0.0730 ACRES
3179 Sq.Ft.

Situated in the Township of Sharon, County of Medina and State of Ohio; and being part of Lot 3; also being part of a parcel of land, now or formerly in the name of The City of Medina (237.4516 Ac., 10/20/1987, O.R. 406, Pg. 473); as recorded in the Medina County Recorder's Office; bound and described as follows:

Commencing at a point at the N.W. Corner of said Lot 3;

Thence S 89-53-46 E, along the northerly line of said Lot 3 and the centerline of the east bound lane of Medine Road (S. H. 95; S.R. 18, width varies), 595.70 feet to a point;

Thence S 00-06-14 W, 239.51 feet to a point at the N.W. Corner of subject easement; also being the POINT OF BEGINNING of the easement herein described;

Thence S 00-49-53 W, 70.00 feet to a point;

Thence S 89-10-07 E, 45.42 feet to a point;

Thence N 00-49-53 E, 70.00 feet to a point;

Thence N 89-10-07 W, 45.42 feet to the point of beginning;

And containing 0.0730 Acres of land, more or less, subject to all legal highways and easements; as surveyed by Douglas P. McLaughlin, P.S. 6688 on June 8, 2012.

Basis of bearings is from a survey conducted by Bock & Clark, Inc. on 08/14/1986 (Proj. No. 84314), on file with the City of Medina Planning Department.

EXHIBIT A

16007.

N.W. Corner
Lot 3, Sharon
Medina County, Ohio

MEDINA ROAD S.H. 95; S.R. 18

Centerline of Construction ODOT Med-18-16.08

CENTERLINE OF EAST BOUND HIGHWAY & NORTH LINE LOT 3

S 89°53'46" E 596.70

S 89°53'46" E 25.00

Property Line & Southerly Right of Way

S 89°53'46" E 600.00

N 89°08'57" E 300.04

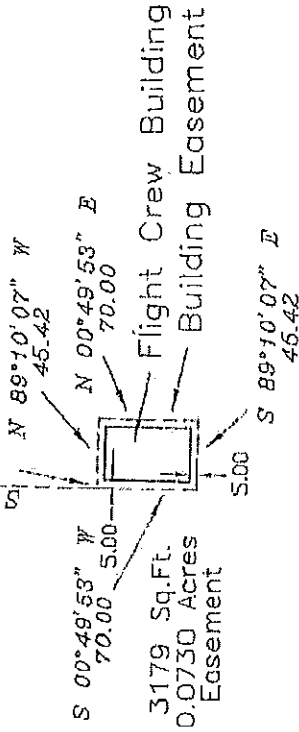
S 89°53'46" E 150.00

N 82°30'33" E 75.66

LOT 3
LOT 2

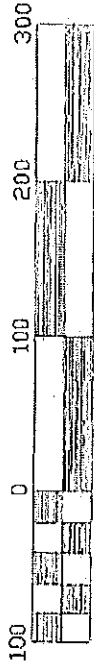
CITY OF MEDINA

237.4516 ACRES
10/20/1987
O.R. 406, PG. 473



BASIS OF BEARINGS IS
FROM A SURVEY 8/14/86
CONDUCTED BY BOCK &
CLARK, INC.; PROJ. NO.
84314, ON FILE WITH THE
CITY OF MEDINA PLANNING.

Building Easement
P.P.N. 033-12A-07-016



DOUGLAS McLAUGHLIN
& ASSOCIATES
Land Surveying
1720 Ridgewood Road
Wadsworth, Ohio 44281
330 239-0135
PROJECT NO. 96081
JUNE 5, 2012



16099.7

ORDINANCE NO. 195-23

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY EMERGENCY MANAGEMENT AGENCY TO INSTALL AN AMATEUR RADIO REPEATER IN/ON THE PROGRESS DRIVE WATER TOWER.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Emergency Management Agency to install an amateur radio repeater in/on the Progress Drive Water Tower.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

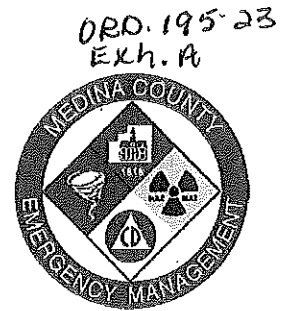
APPROVED: _____

SIGNED: _____
Mayor



Medina County Emergency Management Agency

Phone: (330)722-9240
www.medinacountyema.org



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between The City of Medina ("City") and the Medina County Emergency Management Agency ("EMA"), through its authorized representative.

WHEREAS, The EMA coordinates the efforts of a volunteer communications group (known as the Medina County EMA Communications Unit) that is committed to providing effective and efficient communication services to support the Medina County EMA and emergency response efforts within Medina County, including the coordination of amateur radio operators, which can play a crucial role in disaster preparedness and response by providing a backup communication system when conventional methods fail; and

WHEREAS, The City owns, operates and maintains a Water Tower on North Progress Drive, the elevation and central location of which make it an ideal location to install an amateur radio antenna and repeater to enhance the reach and effectiveness of the amateur radio network as a backup to the County's conventional communication system; and

WHEREAS: The City has determined there is space available on the tower to mount the type of antenna required, and the City and the EMA have determined it would be to the mutual advantage of both parties for the City to allow the EMA to install such an antennae on the Water Tower.

NOW, THEREFORE, the City and the EMA agree as follows:

The City Shall:

1. Furnish access to the site and allow professionally designed and engineered amateur radio antennae and repeater to be installed on the Water Tower, and
2. Furnish electrical power for the operation of the installed equipment.

The EMA Shall:

1. Submit to the City for approval a set of professionally prepared design specifications and drawing for an amateur radio antennae and repeater to be installed on the Water Tower,
2. Furnish the necessary two-way radio equipment,
3. Install the necessary equipment in compliance with all relevant safety regulations and municipal codes, and in a way that will require a minimal physical footprint and will not interfere with any existing infrastructure or services, and
4. Perform all necessary maintenance and upkeep of the equipment.

Term: This MOU shall become effective upon signature by the authorized officials from either organization and will remain in effect until modified by mutual consent of the parties. Either party may terminate this agreement by giving notice to the other party thirty (30) days in advance of the proposed date of termination.

IN WITNESS WHEREOF, each of the Parties hereto has caused the signature of its appropriate official(s) to be set hereto pursuant to the authority of its appropriate legislative authority.

The City of Medina

Medina County Emergency
Management Agency

Signature

Signature

Printed Name

Printed Name

Title

Title

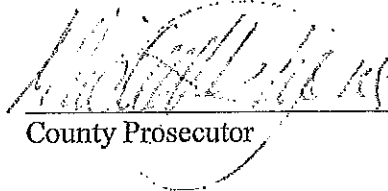
Date: _____

Date: _____

Approved as to form:

Date: _____

City Law Director



County Prosecutor

Date: 11/21/23

ORDINANCE NO. 196-23

AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE (3) 2023 FORD EXPLORERS INCLUDING UPFITTING, FROM MONTROSE FORD FOR THE POLICE DEPARTMENT.

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

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

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

SEC. 1: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 2: That the purchase of three (3) 2023 Ford Interceptors including upfitting, purchased through the Community University & Education (C.U.E.) Purchasing Association and Montrose Ford is hereby authorized for the Police Department.

SEC. 3: That the funds to cover this purchase, in the amount of \$147,476.36, are available as follows, \$21,662.50 (Upfit cost) in Account No. 106-0101-54413 and \$125,813.86 (vehicle cost) in Account No. 106-0101-54417.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 197-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CLEVELAND CLINIC FITNESS CENTER AND MEDINA COMMUNITY RECREATION CENTER HEALTH AND FITNESS AGREEMENT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD 197-23

Cleveland Clinic Fitness Center and Medina Community Recreation Center Health and Fitness Agreement

This Health and Fitness Agreement is made and entered into as of August 1, 2023, between the Cleveland Clinic Foundation (CCF) and the City of Medina, on behalf of its Medina Community Recreation Center (MCRC), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256.

WHEREAS, CCF offers eligible CCF employees and spouses/dependents with certain wellness benefits, including access to fitness centers ("EHP Program"); and

WHEREAS, MCRC would like to allow CCF to use the MCRC as one of these fitness centers, in accordance with this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, CCF and MCRC agree as follows:

1. Use of MCRC

- The MCRC agrees to allow all eligible Cleveland Clinic Caregivers and eligible spouses/dependents (must be over the age of 16) access to their facility.
- All program participants (including spouses and dependents) must comply with Employee Healthcare Plan (EHP) program requirements, CCF requirements, and policies and procedures of the MCRC.
- Membership includes access to and use of MCRC facility and equipment.

2. Duties and Responsibilities of the CCF

- Will assist with communication of program to all Cleveland Clinic Caregivers.
- Coordinate installation and maintenance of any equipment, software or online forms needed for the program, at no cost to the MCRC.
- Work with staff at MCRC to provide logistics for members who sign-up and who need to be cancelled or put on hold.

3. Duties and Responsibilities of the Medina Community Recreation Center

- Provide access to facility for all eligible Cleveland Clinic employees and their eligible dependents over the age of 16 at the agreed upon rates, to be paid by CCF. Non eligible family members, who are not on CCF insurance or are under 16, will still qualify for the CCF rates which include the 30% discount, to be billed to the family.
- Provide Fitness Center with monthly membership list and a visit report.
- Provide space for equipment requested by CCF to track participation in the program, e.g., a card reader.
- The MCRC will book a community room as needed for any Hospital screenings, assessments, or meetings that they may require as part of this program. The Hospital already has Rehabilitation Services Rooms on site for those things, but in the event

those rooms are reserved, or inadequate, the MCRC will make every effort to accommodate the Hospital's needs.

4. Member Rates and Payment Structure

- MCRC agrees to invoice CCF for the agreed upon membership fee outlined below for the eligible CCF program participants. MCRC will invoice CCF on a monthly basis and
- The membership fee charged to CCF will be 30% less than the current membership rate that is offered to the public. Rates are subject to change when the membership rate ordinance changes. The MCRC will notify the CCF of any upcoming rate changes as soon as possible, but no later than October 31st of each year. An annual increase of membership rates is based on the annual Consumer Price Index (CPI-W) for urban wage earners and clerical workers, as per the City of Medina's Membership Rate Ordinance's current verbiage, and the increase is not to exceed 3.0%. If a rate change is determined, it may go into effect on January 1, 2024, or January 1, 2025, and upon the effective date will remain fixed for the term of this Agreement, otherwise the rates below will remain fixed for the term of this Agreement.

CCF rates, as of October 2023, including the 30% discount:

Adult - \$175.00

2- Person: \$298.20

Senior: \$91.00

Youth membership: \$121.20

- Eligible CCF program participants will be able to sign up for an adult, 2-person, senior or youth membership whenever they choose, and the MCRC will invoice the CCF monthly, based on date of registration. CCF will pay all undisputed amounts within forty-five (45) days of receiving the invoice.
- For any member who cancels or becomes ineligible during their membership term, MCRC will prorate the remainder of the membership fees and credit the CCF on the monthly invoice for any remaining membership fees after the membership is terminated.
- Upon cancellation and proration of one member of a 2-person membership, the remaining person would be converted to an adult membership with their original contract date, with no additional charges of fees.
- If either party terminates this Agreement, CCF shall be reimbursed by MCRC a prorated amount of the prepaid annual membership fees paid by CCF for each current membership that will be terminated at such time.

5. Term: This Agreement is effective as of August 1, 2023, and shall continue in full force and effect until the 31st day of December, 2025. Thereafter, the agreement will renew for up to three additional calendar year (each calendar year known as a "Renewal Term").

6. Termination: Either party may terminate this agreement for any or no reason with 30 days written notice to the other party.

7. **Independent Contractor Status.** Nothing in this Agreement shall be construed to render MCRC or CCF, or any of its employees, agents, or officers, an employee, joint venture, agent, or partner of the other party.
8. **Compliance with Laws.** By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws.. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on sixty (60) days written notice to the other party.
9. **Conflict of Interest.** CCF maintains and adheres to a Conflict of Interest Policy. In that connection MCRC represents that no CCF employees, officers or directors are employees, officers or directors of MCRC or serve on any boards or committees of or in any advisory capacity with MCRC except as disclosed herein:_____. Any payments made to such parties listed herein are at fair market value for services rendered.
10. **Debarment.** MCRC represents that it has not been excluded, disbarred, suspended or otherwise declared ineligible to participate in federal health care programs, nor is CCF deemed an Excluded Contractor by the General Services Administration (collectively, "Debarred" or "Debarment"). MCRC shall not knowingly employ or contract with, any individual or entity that has been Debarred. MCRC shall provide CCF with immediate notice if MCRC receives notice of action or threat of action with respect to its Debarment, or MCRC becomes Debarred. Upon receipt of notice from MCRC related to this clause, CCF may terminate this Agreement immediately upon written notice to MCRC.
11. **Tax Exempt Status.** The parties recognize that CCF is a non-profit, tax-exempt organization and agree that this Agreement will take into account and be consistent with CCF's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of CCF and/or any of its exempt affiliates, then CCF will have the right to terminate this Agreement immediately.
12. **Use of Name.** Except as required for purposes of performing its obligations under this Agreement, MCRC shall not use the name, logo, likeness, trademarks, image or other intellectual property of CCF for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of CCF as to each such use.
13. **Compliance Related Changes.** The parties recognize that the law and regulations may change or may be clarified, and that terms of this Agreement may need to be revised, on advice of counsel,

in order to remain in compliance with such changes or clarifications, and the parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party, or earlier if necessary to prevent noncompliance with a deadline or effective date.

14. Liability. Each party is responsible for its own acts and omissions. CCF is not liable for any injuries or harm to anyone at MCRC.

15. Insurance. MCRC will maintain at all times commercial general liability insurance in an amount sufficient to cover its services under this Agreement. Upon request by CCF, MCRC will provide a certificate of insurance evidencing this coverage.

16. Confidentiality. Each party ("Receiving Party") acknowledges that, in the course of the performance of this Agreement, it may learn certain confidential and proprietary information about the other party's ("Disclosing Party") business and operations, including but not limited to, personnel information, financial statements and projections, marketing data, lists of customers and suppliers, procedures, methodologies, techniques, technology and know-how, specifications and designs ("Confidential Information"). Receiving Party agrees that it will keep all such information strictly confidential, and that it will not use it for any other purpose other than to exercise its rights and responsibilities under this Agreement, will not resell, transfer, or otherwise disclose such information to any third party without the Disclosing Party's specific, prior written consent. Receiving Party agrees that Disclosing Party is and shall remain the exclusive owner of Confidential Information disclosed hereunder and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to Receiving Party is granted or implied under this Agreement. Receiving Party shall, upon the request of Disclosing Party, return to Disclosing Party all drawings, documents and other tangible manifestations of Confidential Information received by Receiving Party pursuant to this Agreement (and all copies and reproductions thereof), provided Receiving Party may retain one copy in a secure location for the purpose of evidencing compliance with this Agreement. The obligations in this provision shall remain in effect in perpetuity. Specifically excepted from this is all information that: (a) was in the Receiving Party's legitimate possession prior to receipt of such information; (b) that is independently developed by personnel of the Receiving Party; or (c) was rightfully received from third parties and, to the best knowledge of the Receiving Party, without an obligation of confidentiality to the Disclosing Party; (d) is in the public domain through means other than by breach of this Agreement by the Receiving Party; or (e) is disclosed pursuant to any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party the ability to contest such request, requirement or order. The parties acknowledge that Confidential Information has competitive value, and that irreparable damage may result to the Disclosing Party if the Recipient discloses Confidential Information. The parties agree that legal proceedings at law or in equity, including injunctive relief, are appropriate in the event of a breach hereof without the duty of posting bond. MCRC understands and agrees that the terms and conditions of this Agreement are strictly confidential and may not be shared with any third party without CCF's prior written consent.

17. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission or electronic mail if the necessary information for delivery of such is shown below, addressed as follows:

If to CCF:

Attention: _____

With a copy to:

The Cleveland Clinic Foundation
Law Department
3050 Science Park Drive, AC321
Beachwood, Ohio 44122
Attention: Chief Legal Officer

If to MCRC:

Attention: _____

22. **Non-Assignment.** MCRC shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of CCF.

23. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Ohio, without regard to conflicts of laws provisions, and any legal action concerning the provisions hereof shall be brought in the courts sitting in the State of Ohio, county of Cuyahoga.

24. **General.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. Any amendment to this Agreement must be in writing and must be signed by the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

27. **Integration.** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and warranties, representations and/or agreements between the parties in connection with the subject matter hereof, except as specifically set forth and referred to herein. Other documents referred to in this Agreement are integral parts hereof and by this reference are incorporated herein.

For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect. In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

THE CLEVELAND CLINIC FOUNDATION	CITY OF MEDINA
By: _____ Authorized Signature	By: _____ Authorized Signature
_____ Name (print or type)	_____ Name (print or type)
_____ Title	_____ Title
_____ Date	_____ Date

ORDINANCE NO. 198-23

AN ORDINANCE TO CLARIFY AND UNIFY THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO BY AMENDING VARIOUS SECTIONS OF PART 11 – PLANNING AND ZONING CODE.

WHEREAS: The majority of these proposed amendments are related to uses, definitions, and Conditionally Permitted Use requirements and are necessary as the current Zoning Code includes inconsistencies, errors, and unused definitions and requirements (noted by an *); and

WHEREAS: The amendments also include clarification that new buildings may be constructed in the M-U (Multi-Use) zoning district (1129.06), a requirement for parking exempt areas to include a parking plan (1145.04(d)), an increase to driveway width in the I-1 (Industrial) zoning district (1145.10(e)), a reduction in dumpster setbacks (1155.05), and adjustments to outdoor storage/bulk storage and display regulations (1155.11); and

WHEREAS: The Planning Commission, at its September 14, 2023 meeting, approved a recommendation to City Council to amend the following sections of Part 11 – Planning and Zoning Code of the City of Medina Codified Ordinances, Chapter 1105 and Sections 1113.05, 1113.06, 1115.02, 1115.03, 1115.04, 1121.02, 1121.03, 1121.04, 1123.02, 1123.03, 1123.04, 1125.02, 1125.03, 1125.04, 1127.02, 1127.03, 1127.04, 1129.02, 1129.03, 1129.04, 1129.06, 1130.02, 1130.03, 1130.04, 1131.02, 1131.03, 1131.04, 1133.02, 1133.03, 1133.04, 1135.03, 1135.04, 1135.05, 1137.02, 1137.03, 1137.04, 1141.02, 1141.03, 1141.04, 1145.04, 1145.10, 1153.04, 1155.05, and 1155.11.

WHEREAS: The public hearing relative to these Planning and Zoning Code amendments was duly held November 13, 2023.

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

SEC. 1: That the amendments as set forth by the Planning Commission in their report dated September 14, 2023 are hereby adopted, marked Exhibit A, attached hereto, and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date: December 27, 2023

ORD. 198-23
Exh. A

Proposed Amendments to the Zoning Code: Part Eleven of the City of Medina Codified Ordinances

9/14/2023

Key:

~~Deleted Text~~

Added Text

* Term Not Used In the Planning and Zoning Code

** Note

CHAPTER 1105 – Definitions

1105.01	General provisions.	1105.042	Distribution center.
1105.02	Accessory building or use.	1105.043	District.
1105.03 02	Agriculture.	1105.044	Drive-in or drive through facility.
1105.04 03	Alley.	1105.045	Driveway.
1105.05 04	Apartment.	1105.046	Dwelling.
1105.06 05	Applicant.	1105.047	Dwelling unit.
1105.07 06	Assisted living facility.	1105.048	Easement.
1105.08 07	Bar or tavern.	1105.049	Educational institution.
1105.09 08	Basement.	1105.050	Essential services.
1105.010 09	Bed and breakfast inn.	1105.051	Family.
1105.011 10	Board.	1105.052	Fence.
1105.012 11	Buffer or bufferyard.	1105.053	Financial institution.
1105.013 12	Building.	1105.054	Floor area.
1105.13	<i>Building, accessory.</i>	1105.055	<i>Frontage.</i>
1105.14	<i>Building, principal.</i>	1105.56	<i>Funeral home.</i>
1105.014 15	Building height.	1105.056	Garage, motor vehicle repair.
1105.015 16	Building line.	1105.057	Garage, private.
1105.016 17	Building materials sales yard and lumber yard.	1105.058	Garage, public <i>parking.</i>
1105.017 18	Bulk storage and display.	1105.059	Gas or oil well.
1105.018 19	Carport.	1105.060 59	Grade, finished.
1105.019 20	Car wash.	1105.061 60	Grade, natural.
1105.020 21	Cemetery.	1105.062 61	Greenhouse, plant.
1105.021 22	Centralized sewer system.	1105.063 62	Gross acre.
1105.022 23	Centralized water system.	1105.064 63	Gross floor area.
1105.023 24	Child day care center or nursery.	1105.065 64	Group home.
1105.024 25	Clinic.	1105.65	<i>Heavy duty repair services.</i>
1105.025 26	Club.	1105.066	Home occupation.
1105.026 27	Commission.	1105.067	Hospital.
1105.027 28	Commercial entertainment.	1105.068	Hotel.
1105.028 29	Commercial recreation.	1105.069	Impervious surface.
1105.029 30	Comprehensive Plan.	1105.070	Impervious surface ratio.
1105.030 31	Conditional building or use.	1105.071 70	Independent living facility.
1105.031 32	Conference center, <i>banquet facility, or meeting hall.</i>	1105.072 71	Industrial.
1105.032 33	Conservation use.	1105.073	Industrial, heavy.
1105.033 34	Contractor equipment storage yard.	1105.074	Industrial, light.
1105.034 35	Convenience retail.	1105.075 72	Infill.
1105.035 36	Council.	1105.076 73	In-law suite.
1105.036 37	Court.	1105.077 74	Institution.
1105.037 38	Crematorium.	1105.078 75	Junk.
1105.038 39	Density.	1105.079	Junk yard.
1105.039	Dental clinic.	1105.080 76	Loading space.
1105.040	Developed land.	1105.081 77	Lot.
1105.041	Discarded motor vehicle.	1105.082 78	Lot, corner.
		1105.083 79	Lot, double frontage.
		1105.084 80	Lot, interior

- 1105.085 81** Lot area.
1105.086 82 Lot coverage.
1105.087 83 Lot depth.
1105.088 84 Lot lines.
1105.089 85 Lot line, front.
1105.090 86 Lot line, rear.
1105.091 87 Lot line, side.
1105.092 88 Lot of record.
1105.093 89 Lot width.
1105.094 90 Major thoroughfare and collector thoroughfare.

1105.095 91 Manufactured housing.
1105.096 92 Manufactured housing park.
1105.097-93 Manufacturing, heavy.
1105.098 94 Manufacturing, light.
1105.099 95 Maximum lot coverage.
~~1105.0100~~ Medical clinic.
~~1105.0101~~ Minimum building setback line.
1105.0102 96 Mixed use.
1105.0103 97 Mobile home.
1105.0104 98 Mobile home park.
1105.0105 99 Motel.
1105.0106 100 Motor vehicle filling station.
1105.0107 101 Motor vehicle, truck, trailer or farm implement sales and service.

1105.0108 102 Motor vehicle repair, major.
1105.0109 103 Motor vehicle repair, minor.
1105.104 *Motor vehicle storage.*
1105.105 *Museum*
1105.0110 106 Nonconforming building.
1105.0111 107 Nonconforming lot.
1105.0112 108 Nonconforming use.
~~1105.0113~~ Nursery school.
1105.0114 109 Nursing home.
1105.0115 110 Off-street loading space.
1105.0116 111 Office.
1105.0117 112 Open space.
~~1105.0118~~ Common land.
~~1105.0119~~ Public land.
~~1105.0120~~ Usable open space.
1105.113 *Other similar uses as determined by the Planning Commission.*

1105.114 *Outdoor dining.*
1105.0121 115 Outdoor storage.
1105.0122 116 Overlay District.
1105.0123 117 Park.

1105.0124 118 Parking lot, private.
1105.0125 119 Parking lot, public.
1105.0126 120 Parking space.
1105.0127 121 Passenger transportation agency and terminal.
1105.0128 122 Personal or professional service.
~~1105.0129~~ Deleted.
1105.0130 123 Planning Director.
1105.0131 124 Principal building or use.
1105.0132 125 Public utility.
~~1105.0133~~ Public storage garage and yard.
1105.0134 126 Publicly owned or operated government facility.

1105.0135 127 Recreation facility.
1105.0136 128 Religious place of worship.
1105.0137 129 Research and development laboratory.

1105.0138 130 Restaurant.
~~1105.0139~~ Restaurant, fast food.
1105.0140 131 Retail business.
1105.0141 132 Seating capacity.
1105.0142 133 Self-storage warehouse.
1105.0143 134 Setback.
1105.0144 135 Sexually oriented business.
1105.0145 136 Sign.
1105.0146 137 Sign face.
1105.0147 138 Sign plate.
1105.0148 139 Site plan.
1105.0149 140 Story.
1105.0150 141 Street, public.
1105.0151 142 Street, private.
1105.0152 143 Street right-of-way line.
1105.0153 144 Structural alterations.
1105.0154-145 Structure.
1105.0155 146 Swimming pool, commercial.
1105.0156 147 Swimming pool, private.
1105.0157 148 Tavern.
1105.0158 149 Thoroughfare.
1105.0159 150 Thoroughfare Plan.
1105.0159.1 151 Transitional housing.
1105.0160 152 Truck transfer terminal.
1105.153 *Urban garden.*
1105.0161 154 Use.
1105.155 *Use, accessory.*
1105.156 *Use, principal.*
1105.0162 157 Usable open space.
~~1105.0163~~ Deleted.

1105.0164 158 Variance.
1105.0165 159 Veterinary office.
1105.0166 160 Veterinary hospital.
1105.0167 161 Warehouse.
1105.0168 162 Wholesale establishment.
1105.0169 163 Wireless telecommunication facility.

1105.0170 164 Yard.
1105.0171 165 Zone.
1105.0172 166 Zoning certificate.
1105.0173 167 Zoning Code.
1105.0174 168 Zoning Map.

****THE FOLLOWING AMMENDMENTS TO SECTION 1105 ARE IN ADDITION TO THE ABOVE RENUMBERING**

1105.02 13 ACCESSORY BUILDING OR USE BUILDING, ACCESSORY.

"Accessory building" or "use" means a subordinate building or use customarily incidental to, and located upon the same lot occupied by the principal building or use.

1105.14 BUILDING, PRINCIPAL.

"Principal building" means a building in which the principal use or principal uses of the lot is or are conducted. A lot may have more than one principal building unless otherwise prohibited in this Zoning Code.

1105.015 16 BUILDING LINE.

"Building line" means ~~the line defining the minimum front, side and rear yard requirements outside of which no building or structure may be located, except as otherwise provided herein.~~ **a line parallel to the street right-of-way at a distance equal to the required depth of the front yard, and extending across the full width of the lot.**

1105.019 20 CAR WASH.

"Car wash" ~~is~~ **means** a building or structure where chain conveyors, blowers, steam cleaners, spray wands or hoses or other mechanical devices are employed for the purpose of washing motor vehicles for a fee.

1105.025 26 CLUB.

"Club" means a building or portion thereof or premises owned or operated by a corporation, association, or other person or persons for a social, educational, or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business. **Clubs include, but are not limited to fraternal organizations, lodges, and other similar groups.** Clubs shall exclude religious places of worship or groups organized solely or primarily to render a service customarily carried on as a commercial enterprise.

1105.030 31 CONDITIONAL BUILDING OR USE.

"Conditional building or use" means a use which is permitted in a district only if a Conditional Use Permit is expressly authorized by the Planning Commission in accordance with Chapter 1153, Conditional Zoning Certificates. See also "Accessory Building or Use", "Principal Building or Use" and "Use".

1105.031 32 CONFERENCE CENTER, BANQUET FACILITY, OR MEETING HALL.

"Conference center, *banquet facility, or meeting hall*" means a facility used for conferences, and seminars, meetings, rooms and resource facilities *weddings, receptions, or other similar events* which may include accommodations for food preparation for on-site dining. *For the purposes of this Zoning Code, this definition does not include a "Club".*

1105.032 33 CONSERVATION USE.

"*Conservation use*" means an environmentally sensitive area with characteristics such as steep slopes, wetlands, flood plains, high water tables, forest areas, endangered species habitat, dunes, or areas of significant biological productivity or uniqueness that have been designated for protection from any activity that would significantly alter their ecological integrity, balance or character.

~~1105.039 DENTAL CLINIC.~~

See "Clinic".

1105.040 DEVELOPED LAND.

"*Developed Land*" means all lots and/or parcels that have urban services required for redevelopment (i.e. adequately sized water, sanitary sewer, and/or storm drain lines at the property line).

1105.042 DISTRIBUTION CENTER.

"Distribution center" means a building or facility engaged in the receipt, storage and distribution of goods, products, cargo and, *fuel, or materials. A distribution center may include underground storage.*

1105.049 EDUCATIONAL INSTITUTION.

"Educational institution" means a public or private facility that provides a curriculum of elementary, or secondary, *or collegiate* academic instruction. *An educational institution shall include a pre-school, kindergartens, elementary schools, junior high schools, middle school, intermediate school, high schools, and technical school, vocational school, and collegiate level courses college, or university.* For the purposes of this Zoning Code, a home school is not considered an educational institution.

1105.56 FUNERAL HOME

"*Funeral home*" means an establishment used by a professional licensed by the State of Ohio Board of Embalmers and Funeral Directors for human burial preparation and funeral services.

~~*1105.056 GARAGE, MOTOR VEHICLE REPAIR.~~

~~"Motor vehicle repair garage" means a building or portion of a building, in which repairs are made to motor vehicles, and in which no painting of cars or body and fender work is done.~~

1105.059 GARAGE, PUBLIC PARKING

"Public *Parking* garage" means a building or portion of a building in which more than four (4) motor vehicles are, or are intended to be, housed under arrangements made with patrons for renting or leaving such space and accommodation, and in which no repair work is carried on.

~~*1105.059 GAS OR OIL WELL.~~

~~"Gas or oil well" means any borehole, whether drilled or bored, within the state for production, extraction, or injection of any gas or liquid mineral, excluding potable water to be used as such, but including natural or artificial brines and oil field waters.~~

1105.65 HEAVY DUTY REPAIR SERVICES.

"Heavy duty repair services" means a building or portion of a building in which repairs are made to machinery, equipment, or other similar items. For the purposes of this Zoning Code, this use does not include "Major Motor Vehicle Repair" or "Minor Motor Vehicle Repair".

~~*1105.070 IMPERVIOUS SURFACE RATIO.~~

~~"Impervious surface ratio" means a measure of intensity of land use that is determined by dividing the total area of all impervious surfaces on the site by the total area of the site or lot.~~

~~*1105.073 INDUSTRIAL, HEAVY.~~

~~"Heavy industrial" See "Manufacturing, Heavy".~~

~~*1105.074 INDUSTRIAL, LIGHT.~~

~~"Light industrial" See "Manufacturing, Light".~~

~~*1105.079 JUNK YARD.~~

~~"Junk yard" means the use of more than twenty five (25) square feet of any land, whether for private and/or commercial purposes, where waste, discarded or salvaged materials such as scrap metals, used building materials, used lumber, used glass, discarded motor vehicles, paper, rags, rubber, cordage, barrels, etc., are sold, stored, bought, exchanged, baled, packed, sorted, disassembled, dismantled or handled.~~

1105.093 89 LOT WIDTH.

"Lot width" means the width *of a lot* measured along the *minimum* building setback line.

1105.097 93 MANUFACTURING, HEAVY.

"Heavy manufacturing" means a building or outdoor land used for the assembly, fabrication or processing of goods and materials using processes that ordinarily create one or more of the following: smoke, dust, or other airborne particulates, noise which is plainly audible outside of the boundary lines of the parcel where the noise is being created, fumes, odor, glare or potential safety hazards (e.g., explosive materials processing, hazardous materials being used or created by a process, etc.).

"Heavy manufacturing" means a building or outdoor land used for the assembly, fabrication, or processing of goods and materials that ordinarily creates offensive conditions observable on a lot which is not zoned I-1 (Industrial). Offensive conditions include the presence of smoke, noise, vibration, odors, dust, or glare.

1105.098 94 MANUFACTURING, LIGHT.

"Light manufacturing" means a building or outdoor land used for the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create one or more of the following: smoke, dust, or other airborne particulates, noise which is plainly audible outside of the boundary lines of the parcel where the noise is being created, fumes, odor, glare or potential safety hazards (e.g., explosive materials processing, hazardous materials being used or created by a process, etc.).

"Light manufacturing" means a building or outdoor land used for the assembly, fabrication, or processing of goods and materials that does not ordinarily create offensive conditions observable on a lot which is not zoned I-1 (Industrial). Offensive conditions include the presence of smoke, noise, vibration, odors, dust, or glare.

~~*105.0100 MEDICAL CLINIC.~~

See "Clinic".

~~*1105.0101 MINIMUM BUILDING SETBACK LINE.~~

~~"Minimum building setback line" means a line parallel to the street right-of-way line and at a distance therefrom equal to the required depth of the front yard, and extending across the full width of the lot. Where the right-of-way line is not established, the right of way shall be assumed to be sixty (60) feet.~~

~~1105.0107 101 MOTOR VEHICLE, TRUCK, TRAILER OR FARM IMPLEMENT SALES AND SERVICE.~~

~~"Motor vehicle, truck, trailer or farm implement sales and service" means an open area, other than a street, used for the display and sale or rental of new or used automobiles, passenger trucks, recreational vehicles, motorcycles, or trailers, semi-trucks, and farm equipment in operable condition and where minor repair work may be done.~~

~~1105.104 MOTOR VEHICLE STORAGE.~~

~~"Motor vehicle storage" means an open area, other than a street, used for the storage of new or used automobiles, passenger trucks, recreational vehicles, motorcycles, trailers, semi-trucks, or farm equipment in operable condition and where minor repair work may be done.~~

~~1105.105 MUSEUM.~~

~~"Museum" means a structure or building that displays, preserves, or exhibits objects of community or cultural value intended to be used by members of the public for viewing, with or without an admission charge.~~

~~1105.0114 NURSERY SCHOOL.~~

See "Child day care center and nursery".

~~1105.0117 112 OPEN SPACE.~~

~~"Open space" means the required portion of a lot excluding the required yard area which is unoccupied by principal buildings and available for natural resource protection, recreational and other leisure activities normally carried on outdoors. Open space is further classified as follows: common land, public land, and useable open space.~~

- ~~(a) 1105.0118 COMMON LAND. "Common Land" means land which is designated in covenants or other conditions running with the land, for open space use.~~
- ~~(b) 1105.0119 PUBLIC LAND. "Public Land" means land which is formally offered for dedication and accepted by the City or other public body, for open space use.~~
- ~~(c) 1105.0120 USABLE OPEN SPACE. "Usable Open Space" means any private or common open space land which may be required by this Zoning Code available for recreational use and other leisure activities normally carried on outdoors excluding the required front yard.~~

~~1105.113 OTHER SIMILAR USES AS DETERMINED BY THE PLANNING COMMISSION.~~

~~"Other similar uses as determined by the Planning Commission" means uses not listed as principally permitted uses, accessory uses, or conditionally permitted uses in any chapter of this Zoning Code that have been determined by the Planning Commission to be similar to principally permitted uses in the subject zoning district.~~

1105.114 OUTDOOR DINING.

"Outdoor dining" means areas such as patios, decks, or other similar areas that are designated for outdoor seating where patrons may be served food and beverage for on-site dining.

1105.0128 122 PERSONAL OR PROFESSIONAL SERVICE.

"Personal or professional service" includes means any for profit service enterprise or occupation involving the dispensation of a licensed service (excluding medical services) primarily to the general public such as: health club, day spa, fitness facility, shoe repair, barber shop, beauty salon, bank or other federally insured financial institution, laundromat, real estate *agency*, bookkeeper, tax accountant, plumber, or electrician. Personal or professional services do not include sexually oriented businesses.

~~*1105.0133 PUBLIC STORAGE GARAGE AND YARD.~~

~~"Public storage garage and yard" means any publicly owned building, structure, facility, or land for the purpose of storing and/or repairing government owned vehicles and equipment~~

~~105.0129 DELETED.~~

~~EDITOR'S NOTE: Former Section 1105.0129 was deleted by Ordinance 58-17.~~

~~*1105.0139 RESTAURANT, FAST FOOD.~~

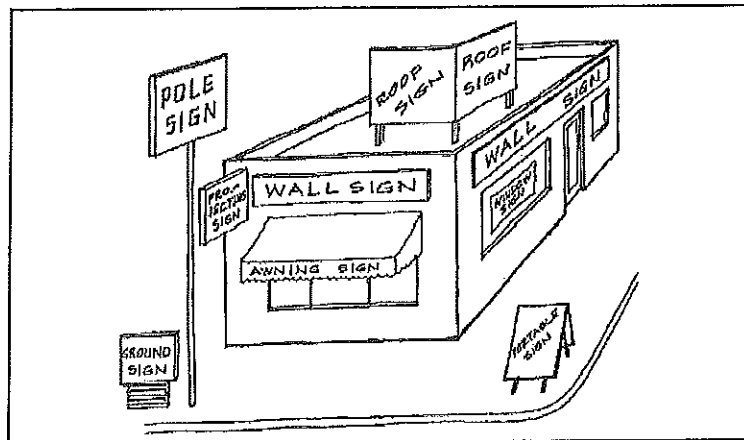
~~"Fast food restaurant" means an eating establishment whose principal business is the sale of pre-prepared or rapidly prepared food, in disposable containers, directly to the customer in a ready-to-consume state for consumption either on or off premises.~~

~~1105.0162 USABLE OPEN SPACE.~~

~~"Usable open space" means the required portion of a lot excluding the required front yard area which is unoccupied by principal or accessory buildings and available to all occupants of the building for use for recreational and other leisure activities normally carried on outdoors.~~

1105.0145 136 SIGN.

"Sign" means any visual communication, display, object, device, graphic, structure or part, situated indoors or outdoors, or attached to, painted on or displayed from a building or structure, in order to direct or attract attention, or to announce or promote, an object, product, place, activity, person, institution, organization, or business or the like, by means of letters, words, model, banner, flag, pennant, insignia, device, designs, colors, symbols, fixtures, images, illuminations or representation used as, or which is in the nature of an announcement, direction, or advertisement. For the purpose of this Code, the word "sign" does not include the flag, pennant, badge or insignia of any government or governmental agency (see graphic following page). For the purpose of this Code, the following sign-related definitions shall also apply in this Code, *as illustrated in the following graphic:*



** (graphic relocated)

~~*(k) FLAG SIGN. "Flag Sign" means a piece of flexible material having a distinctive size, color, and design, used as a symbol, standard, signal or emblem.~~

~~(f k) GROUND OR MONUMENT SIGN. (No Change to Text)~~

~~(m l) ILLUMINATED SIGN. (No Change to Text)~~

~~(n m) INSTRUCTIONAL SIGN. "Instructional Sign" means a sign that has a purpose secondary to the use on the lot and that is intended to instruct employees, customers, or users as to matters of public safety or necessity such as specific parking requirements, the location or regulations pertaining to specific activities on the site or in the building, and including a sign erected by a public authority, utility, public service organization, or private industry that is intended to control traffic; direct, identify or inform the public; or provide needed public service as determined by the rules and regulations of governmental agencies or through public policy. Such sign shall contain text not exceeding two (2) inches in height, shall contain the minimum information and be of the minimum area and height necessary to convey its intended message, and shall be located so as not to attract attention from the perimeter of the site.~~

~~(e n) INTERNALLY ILLUMINATED SIGN. (No Change to Text)~~

~~*(p) MARQUEE SIGN. "Marquee Sign" means a sign attached to a structure, other than an awning or canopy sign, projecting from a wall of a building above an entrance and extending over a street, sidewalk, or part thereof.~~

~~(q o) MOBILE SIGN. (No Change to Text)~~

~~(r p) NONCONFORMING SIGN. (No Change to Text)~~

~~(s q) PERMANENT SIGN. (No Change to Text)~~

~~(t r) POLE SIGN. (No Change to Text)~~

~~*(u) POLITICAL SIGN. "Political sign" means a sign advocating action on a public issue, identifying a candidate for public office or expressing an opinion or belief regarding a public issue or candidate.~~

~~*(v) PORTABLE SIGN. "Portable sign" means a sign which is designed to be transported and is not physically attached to any part of a building or the ground.~~

~~(w s) PROJECTING SIGN. (No Change to Text)~~

~~(x t) REAL ESTATE SIGN. (No Change to Text)~~

~~(y u) ROOFTOP SIGN. "Rooftop Sign" means any sign erected, constructed or maintained wholly or partially upon or over the roof or parapet wall of any building and having its principal support on the roof or walls of the building.~~

~~(z v) SAFETY AND PUBLIC PURPOSE SIGN. (No Change to Text)~~

~~(aa w) TEMPORARY SIGN. (No Change to Text)~~

- (bb x) WALL SIGN. (No Change to Text)
(cc y) WINDOW SIGN. (No Change to Text)

1105.153 URBAN GARDEN.

"Urban garden" means a lot that is gardened collectively by a group of people that may include garden plots designated for individual gardens.

~~1105.0162 USABLE OPEN SPACE.~~

~~"Usable open space" means the required portion of a lot excluding the required front yard area which is unoccupied by principal or accessory buildings and available to all occupants of the building for use for recreational and other leisure activities normally carried on outdoors.~~

~~1105.0164 154 USE.~~

~~"Use" means the purpose for which a building or premises is or may be occupied. In the classification of uses, a use may be a use as commonly understood or the name of an occupation, business, activity or operation carried on, or intended to be carried on, in a building or on premises, or the name of a building, place or thing, which indicates the use or intended use. See also "Accessory building or use", "Conditional building or use" and "Principal building or use".~~

1105.155 USE, ACCESSORY.

"Accessory use" means a subordinate use customarily incidental to and located upon the same lot occupied by the principal use.

~~1105.0131 156 PRINCIPAL BUILDING OR USE, PRINCIPAL.~~

~~"Principal use" means a use which is permitted as of right in a zoning district for which a Zoning Certificate may be issued in accordance with the rules and regulations of this Zoning Code. See also "Accessory building or use", "Conditional building or use" and "Use".~~

~~1105.0170 164 YARD.~~

~~"Yard" means an open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. **On corner lots, there shall be two (2) front yards, a side yard, and a rear yard. The Planning Director shall determine the side yard and rear yard of a corner lot taking into consideration the configuration of the lot and orientation of the building.**~~

- (a) **FRONT YARD.** "Front yard" means a yard extending across the full width of a lot and being the perpendicular distance between the street right-of-way line and the nearest portion of any building or structure existing or proposed for construction on the lot. **Where a building or structure does not exist or is not proposed on a lot, the perpendicular distance shall be between the street right-of-way line and the required minimum front yard of the zoning district.** Where the right-of-way line is not established, the right-of-way shall be assumed to be sixty (60) feet.
- (b) **REAR YARD.** "Rear yard" means a yard extending across the full width of a lot between the side lot lines and being the perpendicular distance between the rear lot line and nearest portions of any building or structure existing or proposed to be constructed on the lot. ~~On corner lots, there shall be two (2) front yards, a side yard and a rear yard.~~ On interior lots the rear yard shall in all cases be at the opposite end of the lot from the front yard.
- (c) **SIDE YARD.** "Side yard" means a yard between the nearest portion of any building or structure existing or proposed to be constructed on the lot and the side lines of the lot, and extending from the front yard to the rear yard.

CHAPTER 1113 – Zoning Districts; General Regulations

1113.05 GENERAL USE REGULATIONS.

- (s) Swimming Pools. Commercial and private in-ground or above-ground swimming, wading or other pools as defined by Sections ~~1105.0155 and 1105.0156~~ shall be considered as accessory structures and shall only be located in the rear yard.

1113.06 OPEN SPACE PROVISIONS.

- (b) Public Open Space Land. Whenever the Comprehensive Plan shows the location of public open space land on a lot, the City shall require the dedication of this land as public open space. If the area of such land exceeds 1,000 square feet per dwelling unit proposed on the lot, or five percent (5%) of the lot area if it is proposed for commercial use, the additional land shall be reserved for one year after the date of approval by the Planning Commission to permit its acquisition by the appropriate public body. If no public open space land is shown on the Comprehensive Plan, or if less than the amount required above is shown on the Plan, the developer of residential or commercial lands shall pay the Municipality one thousand (\$1,000.00) per dwelling unit proposed on the lot, or one thousand dollars (\$1,000) per acre if the lot is proposed for commercial use, in proportion to the amount of public open space land not dedicated in lieu of providing public open space.
- (1) Conversions of existing residential buildings to commercial use and public, institutional, fraternal or community service uses defined in Section ~~1105.76~~ shall be exempt from the public open space requirements of this subsection.

CHAPTER 1115 - O-C Open Space Conservation District

1115.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the O-C Open Space Conservation District:

Residential	Public/Semi-Public	Commercial
Single-Family Detached Dwelling	Conservation <i>Use</i>	Agricultural <i>Agriculture</i>
	<i>Public or Quasi-Public Owned Park or Recreation Facility</i>	

1115.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the O-C Open Space Conservation District:

- (a) Accessory ~~buildings and~~ uses.
- (b) Home occupation.

1115.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the O-C Open Space Conservation District subject to the requirements of Chapter 1153, Conditional ~~Uses~~ *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Bed and Breakfast Inn	Cemetery ^{3, 7, 20 16}	None
In-Law Suite	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	

CHAPTER 1121 - R-1 Low Density Urban Residential District

1121.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the R-1 Low Density Urban Residential District:

Residential	Public/Semi-Public	Commercial
Single-Family Detached Dwelling	None	None

1121.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the R-1 Low Density Urban Residential District:

- (a) Accessory buildings and uses.
- (b) Home occupation.

1121.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-1 Low Density Urban Residential District subject to the requirements of Chapter 1153, *Conditional Uses Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
In-Law Suite	Conservation Use	None
Group Home up to 8 Individuals	Public and Parochial Educational Institution for Primary Education - Pre-School, Kindergarten, and Elementary School ^{1, 2, 3, 5, 6, 11}	
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	
	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 18, 24, 19, 25}	

CHAPTER 1123 - R-2 Medium Density Urban Residential District

1123.03 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the R-2 *Low Medium* Density Urban Residential District:

Residential	Public/Semi-Public	Commercial
Single-Family Detached Dwelling	None	None

1123.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the R-2 Medium Density Urban Residential District:

- (a) Accessory buildings and uses.
- (b) Home occupation.

1123.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-2 Medium Density Urban Residential District subject to the requirements of Chapter 1153, *Conditional Uses Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, *Conditionally Permitted Use Regulations*.

Residential	Public/Semi-Public	Commercial
Nursing Home , Assisted Living Facility, Independent Living Facility, <i>or Nursing Home</i> ^{1, 2, 3, 5, 7, 9, 11, 14, 13}	Cemetery ^{3, 7, 20, 16}	None
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Public and Parochial Educational Institution for Primary Education - Pre-School, Kindergarten, and Elementary School ^{1, 2, 3, 5, 6, 11}	
Two-Family Dwelling	Public and Parochial Educational Institution for Secondary Education - Junior High School, Middle School, Intermediate School, and High School ^{1, 2, 3, 4, 5, 7, 11}	
	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 18, 24, 19, 25}	
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	
	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	

CHAPTER 1125 - R-3 High Density Urban Residential District

1125.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the R-3 High Density Urban Residential District:

Residential	Public/Semi-Public	Commercial
Single-Family Detached Dwelling	None	None

1125.03 ACCESSORY USES

The following uses shall be permitted as accessory uses in the R-3 High Density Urban Residential District:

- (a) Accessory buildings and uses.
- (b) Home occupation.

1125.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-3 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses **Zoning Certificates**. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Nursing Home, Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 2, 3, 5, 7, 9, 11, 14, 13}	Cemetery ^{3, 7, 20, 16}	None
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Public and Parochial Educational Institution for Primary Education - Pre-School, Kindergarten, and Elementary School ^{1, 2, 3, 5, 6, 11}	
Manufactured Housing Park or Mobile Home Park ^{3, 5, 7, 8, 9, 10, 11, 14, 13, 24, 26, 27, 20, 28, 30, 22}	Public and Parochial Educational Institution for Secondary Education - Junior High School, Middle School, Intermediate School, and High School ^{1, 2, 3, 4, 5, 7, 11}	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 18, 24, 19, 25}	
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	
	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	

CHAPTER 1125 - R-4 Multi-Family Urban Residential District

1127.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the R-4 Multi-Family Urban Residential District:

Residential	Public/Semi-Public	Commercial
Single-Family Attached Dwelling	None	None
Single-Family Detached Dwelling		
Two-Family Dwelling		

1127.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the R-4 Multi-Family Urban Residential District:

- (a) Accessory ~~buildings and~~ uses.
- (b) Home occupation.

1127.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
Nursing Home , Assisted Living Facility, Independent Living Facility, <i>or Nursing Home</i> 1, 2, 3, 5, 7, 9, 11, 14, 13	Cemetery 3, 7, 20, 16	None
Group Home up to 8 Individuals	Conservation Use	
Group Home 9 – 16 Individuals	Public and Parochial Educational Institution for Primary Education - Pre-School, Kindergarten, and Elementary School 1, 2, 3, 5, 6, 11	
In-Law Suite	Public and Parochial Educational Institution for Secondary Education - Junior High School, Middle School, Intermediate School, and High School 1, 2, 3, 4, 5, 7, 11	
<i>Manufactured Housing Park or Mobile Home Park</i> 3, 5, 7, 8, 9, 10, 11, 14, 13, 24, 26, 27, 19, 28, 30, 22	Publicly Owned or Operated Governmental Facility 3, 7, 8, 11	
Multi-Family Dwelling 5, 11, 16, 14, 26, 27, 19, 28, 29	Public or Quasi-Public Owned Park or Recreation Facility 1, 2, 3, 4, 5, 9, 11, 14, 22, 18, 24, 19, 25	
Transitional <i>Housing</i> 7, 24, 18	Religious Place of Worship 1, 3, 7, 11, 12, 14	

CHAPTER 1129 - M-U Multi-Family Urban Residential District

1129.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the M-U Multi-Use District:

Residential	Public/Semi-Public	Commercial
Single-Family Attached Dwelling	None	Bed and Breakfast Inn
Single-Family Detached Dwelling		Convenience Retail
Two-Family Dwelling		Funeral Home
		Office –Professional, Medical, and Administrative
		Personal and or Professional Services <i>without a Drive Through</i>

1129.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the M-U Multi-Use District:

- (a) Accessory buildings and uses.
- (b) Home occupation.

1129.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the M-U Multi-Use District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Nursing Home, Assisted Living Facility, Independent Living Facility, <i>or Nursing Home</i> ^{1, 2, 3, 5, 7, 9, 11, 14, 13}	Cemetery ^{3, 7, 20, 16}	Child Day Care Center and or Nursery ^{2, 5, 9, 11, 14, 13}
Group Home up to 8 Individuals	Conservation Use	<i>Clinic</i>
Group Home 9 – 16 Individuals	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	Multiple Uses in a Single Building
In-Law Suite	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 18, 24, 19, 25}	Personal and or Professional Services with <i>a Drive-Thru Through</i>
Multi-Family Dwelling ^{5, 11, 16, 14, 26, 27, 20, 28, 29}	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	
	Urban Garden	

1129.06 SUPPLEMENTAL REGULATIONS.

- (e) ~~All uses shall use the existing residential buildings in the district.~~ Additions made to existing residential buildings after the effective date of this section shall be limited to twenty- five percent (25%) of the area of the principal building as it existed on the effective date of this section or 1,250 square feet, whichever is less.
- (f) When residential buildings are adapted for other uses permitted in the district, the new use shall maintain the same basic residential environment in terms of the building exterior, landscaping and operation of the nonresidential use.
- (g) ***New uses should be located in existing residential buildings when possible.*** All new ***principal*** buildings proposed ~~for~~ ***in*** the M-U District, ~~after the effective date of this section~~ shall not exceed twenty-five percent (25%) of the average of the floor areas of all principal residential buildings on lots adjacent to and across the street from the lot on which the new building is to be located. ~~with~~ ***The source for all such information shall be the Medina County tax parcel records Auditor.*** In addition, all new buildings shall be compatible with the existing residential environment in terms of scale, proportion, facade materials, and color.
- (h) All uses shall be conducted in a manner which is compatible with a residential neighborhood.

CHAPTER 1130 – P-F Public Facilities District

1130.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the P-F Public Facilities District:

Residential	Public/Semi-Public	Commercial
None	Cemetery	Hospital
	Educational Institution for Higher Education	Office -- Professional, Medical, and Administrative
	Public and Parochial Educational Institution for Primary Education	
	Public and Parochial Educational Institution for Secondary Education	
	<i>Museum</i>	
	<i>Off-Street Parking Lot, Deck, or Garage</i>	
	Passenger Transportation Agency and Terminal	
	Publicly Owned or Operated Governmental Facility	
	Public or Quasi-Public Owned Park or Recreation Facility	
	Public Utility	
	Other Similar Uses as Determined by the Planning Commission	

1130.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the P-F Public Facilities District:

- (a) Accessory buildings and uses.
- (b) Commercial entertainment.
- (c) Retail uses incidental to the main recreational use.

1130.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the P-F Public Facilities District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*:

Residential	Public/Semi-Public	Commercial
Nursing Home, Assisted Living Facility, Independent Living Facility, or Nursing Home	Conservation Use	Child Day Care Center and or Nursery
	Urban Garden	Multiple Uses in a Single Building
	Wireless Telecommunication Facility	

CHAPTER 1131 – C-S Commercial Service District

1131.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-S Commercial Service District:

Residential	Public/Semi-Public	Commercial
None	None	<i>Clinic</i>
		Office Professional, Medical, and Administrative
		Personal and <i>or</i> Professional Services <i>without a Drive Through</i>
		Other Similar Uses as Determined by the Planning Commission

1131.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the C-S Commercial Service District:

- (a) Accessory ~~buildings and~~ uses.

1131.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-S Commercial Service District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Bed and Breakfast Inn ^{11, 14}	Cemetery ^{3, 7, 17, 20, 16}	<i>Bed and Breakfast Inn</i> ^{11, 13}
<i>None</i>	Conservation Use	Child Day Care Center and <i>or</i> Nursery ^{2, 5, 9, 11, 14 13}
	Educational Institution for Higher Education - <i>Technical School, Vocational School, College, or University</i> ^{1, 2, 3, 5, 7, 11}	Conference Center, Banquet Facility, or Meeting Hall
	Public and Parochial Educational Institution for Primary Education - <i>Pre-School, Kindergarten, and Elementary School</i> ^{1, 2, 3, 5, 6, 11}	Hospital ^{1, 2, 3, 5, 7, 9, 11, 14 13}
	Public and Parochial Educational Institution for Secondary Education - <i>Junior High School, Middle School, Intermediate School, and High School</i> ^{1, 2, 3, 4, 5, 7, 11}	Personal and <i>or</i> Professional Services with <i>a Drive Thru Through</i> ^{2, 7, 17 15}
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	Research and Development Laboratory and Processing with No External Hazardous, Noxious, or Offensive Conditions
	Public or Quasi Publicly Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22 18, 24 19, 25}	
	Public Utility ^{1, 10, 11}	

Residential	Public/Semi-Public	Commercial
	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	
	Urban Garden	

CHAPTER 1133 – C-1 Local Commercial District

1133.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-1 Local Commercial District:

Residential	Public/Semi-Public	Commercial
None	None	<i>Clinic</i>
		Convenience Retail
		Office Professional, Medical, and Administrative
		Personal and or Professional Services
		Other Similar Uses as Determined by the Planning Commission

1133.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the C-1 Local Commercial District:

- (a) Accessory buildings and uses.

1133.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Nursing Home, Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 2, 3, 5, 7, 9, 11, 44 13}	Club, Lodge or Fraternal Organization ^{9, 11, 44 13, 25}	Bar or Tavern
Bed and Breakfast Inn ^{11, 14}	Conservation Use	<i>Bed and Breakfast Inn</i> ^{11, 13}
	Educational Institution for Higher Education - Technical School, Vocational School, College, or University	Child Day Care Center and or Nursery ^{2, 5, 9, 11, 44 13}
	Publicly Owned or Operated Governmental Facility ^{3, 7}	Hospital ^{1, 2, 3, 5, 7, 9, 11, 44 13}
	Public Utility ^{1, 10, 11}	Motor Vehicle Filling Station with or without Convenience Retail ^{5, 7, 47 15, 29 21, 24 23}
	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	Personal and or Professional Services with Drive-Thru-Through ^{2, 7, 47 15}

Residential	Public/Semi-Public	Commercial
	Urban Garden	Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		Restaurant

CHAPTER 1135 – C-2 Central Business District

1135.03 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-2 Central Business District:

Residential	Public/Semi-Public	Commercial
Attached <i>Single-Family Dwellings</i> within a <i>Mixed Use Building</i> - excluding the first floor in the defined public square area <i>Not including Ground Level Residential Units in the Public Square Area</i>	Club, Lodge or Fraternal Organization	Bar or Tavern
Multi-Family <i>Dwellings</i> within a <i>Mixed Use Building</i> - excluding the first floor in the defined public square area <i>Not including Ground Level Residential Units in the Public Square Area</i>	Passenger Transportation Agency and Terminal	<i>Clinic</i>
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Mixed Use Building - Residential Excluded from Ground Level Floor <i>Not including Ground Level Residential Units in the Public Square Area</i>
		Off-Street Parking Lot, Garage, or Deck
		Office Professional, Medical and Administrative
		Personal and <i>or</i> Professional Services
		Restaurant
		Retail <i>Business</i>
		Other Similar Uses as Determined by the Planning Commission

1135.04 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the C-2 Central Business District:

- (a) Accessory buildings and uses.
- (b) Car wash *for passenger vehicles* if accessory to a motor vehicle filling station.
- (c) *Outdoor storage.*

1135.05 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
First Floor Dwelling Units in Public Square Area ²⁵	Conservation Use	<i>Bed and Breakfast Inn</i> ^{11, 13}
Bed and Breakfast Inn ^{11, 14}	Educational Institution for Higher Education - <i>Technical School, Vocational School, College, or University</i>	Child Day Care Center and or Nursery ^{2, 5, 9, 11, 14, 13}
<i>Attached Single-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area</i> ²⁴	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	Conference Center, Banquet Facility, or Meeting Hall
<i>Multi-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area</i> ²⁴	Public Utility ^{1, 10, 11}	Hospital ^{1, 2, 3, 5, 7, 9, 11, 14, 13}
	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	Hotel or Motel
	Urban Garden	Motor Vehicle Truck, Trailer, and Farm Implements Repair, Service and Storage Major Motor Vehicle Repair, Major (Excluding Body Work, Painting, and Engine Work) <i>Major or Minor Motor Vehicle Repair</i> ^{7, 15, 21, 23}
		<i>Mixed Use Building - Including First Floor Residential Units in the Public Square Area</i>
		Motor Vehicle Filling Station with or without Convenience Retail ^{5, 7, 17, 15, 29, 21, 31, 23}
		Motor Vehicle Truck, Trailer and Farm Implement Sales, Rental or Leasing - New or Used <i>Motor Vehicle Sales</i> ¹⁵

Residential	Public/Semi-Public	Commercial
		<i>Museum</i>
		Outdoor Dining ²⁸
		Personal and or Professional Services with Drive-Thru <i>Through</i> ²
		Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive-Thru <i>Through</i> or Drive-In ^{2, 7, 15}

CHAPTER 1137 – C-3 General Commercial District

1137.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-3 General Commercial District:

Residential	Public/Semi-Public	Commercial
None	Club, Lodge or Fraternal Organization	Bar or Tavern
	Passenger Transportation Agency and Terminal	<i>Clinic</i>
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Drive-In Establishments including Restaurants and Theaters
		<i>Funeral Home</i>
		Heavy Duty Repair Services for Machinery and Equipment including Repair Garages and Specialty Establishments including Motor, Body, Fender, Radiator Work
		Hotel or Motel
		Mixed Use Building - Residential Excluded from Ground Level Floor
		Motor Vehicle Truck, Trailer, and Farm Implements Repair, Service and Storage Major Motor Vehicle Repair, Major (Excluding Body Work, Painting, and Engine Work) <i>Minor Motor Vehicle Repair</i>
		Motor Vehicle Truck, Trailer and Farm Implement Sales, Rental or Leasing - New or Used <i>Motor Vehicle Sales</i>
		Off-Street Parking Lot, Garage, or Deck
		Office Professional, Medical, and Administrative
		Personal and <i>or</i> Professional Services
		Plant Greenhouse
		Restaurant
		Retail <i>Business</i> less than <i>or equal to</i> 80,000 square feet in Size
		Veterinary Office or Hospital in <i>an</i> Enclosed Building
		Other Similar Uses as Determined by the Planning Commission

1137.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the C-3 General Commercial District:

- (a) Accessory buildings and uses.
- (b) Car wash *for passenger vehicles if accessory to a motor vehicle filling station.*
- (c) *Outdoor storage.*

1137.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-3 General Commercial District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Multi-Family Dwelling ¹⁴	Conservation Use	Open Air Building Materials Sales Yard and Lumber Yard
Transitional Housing ^{7, 24} ¹⁹	Educational Institution for Higher Education - <i>Technical School, Vocational School, College, or University</i>	<i>Bulk Storage and Display</i>
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	Car Wash <i>for Passenger Vehicles</i> ²
	Public Utility ^{1, 10, 11}	Child Day Care Center and <i>or</i> Nursery ^{2, 5, 9, 11, 14 13}
	Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	<i>Conference Center, Banquet Facility, or Meeting Hall</i> ^{1, 3, 7, 11, 12, 14 13}
	Wireless Telecommunications Facility	Cremation Facility Crematorium
		<i>Hospital</i> ^{1, 2, 3, 5, 7, 9, 11, 14 13}
		Major Motor Vehicle Repair ^{7, 15, 21, 23}
		Motor Vehicle Filling Station with or without Convenience Retail ^{5, 7, 17 15, 29 21, 24 23}
		Outdoor Dining ²⁸
		Personal and <i>or</i> Professional Services with Drive-Thru <i>Through</i> ²
		Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive-Thru <i>Through</i> or Drive-In ^{2, 7, 15}
		Retail <i>Business</i> Larger than 80,000 square feet in Size
		Sexually Oriented Business ^{26 25}
		Wholesale Establishments Smaller than 10,000 square feet in Size

CHAPTER 1141 – I-1 Industrial District

1141.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the I-1 Industrial District:

Residential	Public/Semi-Public	Commercial
None	Public Utility	<i>Bulk Storage and Display</i>
		Distribution Center for Fuel, Food and Goods, Underground Storage - Must be Completely Enclosed if Facing a Non-Industrial District
		<i>Heavy Duty Repair Services</i> for Machinery and Equipment including Repair Garages and Specialty Establishments including Motor, Body, Fender, Radiator Work
		Light Manufacturing
		<i>Major or Minor Motor Vehicle Repair</i>
		Mixed Use Building
		<i>Motor Vehicle Storage</i>
		Off-Street Parking Lot, Deck and Garage, or Deck
		Office Professional, Medical, and Administrative
		Plant Greenhouse
		Research and Development Laboratory and Processing with No Hazardous, Noxious, or Offensive Conditions
		Self-Storage Warehouse
		Truck or Transfer Terminal - No Closer than 50 feet from a Residential District
		Veterinary Office or Hospital in an Enclosed Building
		Warehousing <i>Warehouse</i>
		Wholesale Establishment
		Other <i>Similar</i> Uses as Determined by the Planning Commission

1141.03 ACCESSORY USES.

The following uses shall be permitted as accessory uses in the I-1 Industrial District:

- (a) Accessory buildings and uses.
- (b) ***Child day care center or nursery with no less than fifty (50) percent of children being direct dependents of adults employed by the principal use.***
- (c) ***Contractor equipment storage yard.***
- (b d) Retail.

1141.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Uses *Zoning Certificates*. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
None	Conservation Use	<i>Building Materials Sales Yard and Lumber Yard</i>
	Educational Institution for Higher Education - <i>Technical School, Vocational School, College, or University</i>	<i>Car Wash</i> ²
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard or Plant, or Storage and Rental of Equipment Commonly Used by Contractors - Must be Completely Enclosed if Facing a Residential District
		Cremation Facility <i>Crematorium</i>
		Heavy Manufacturing ^{17, 37 26, 38 27}
		Motor Vehicle, Truck, Trailer and Farm Implement Repair, Service and Storage (Excluding Body Work, Painting, Engine Overhaul)
		<i>Motor Vehicle Sales - Only including Rental and Minor Repair Work</i>
		<i>Recreation Facility</i>
		Retail <i>Business</i>
		Truck Wash

CHAPTER 1145 – Off-Street Parking and Circulation

1145.04 SCHEDULE OF PARKING REQUIREMENTS AND STANDARDS.

(a) Schedule of Parking Requirements. Accessory off-street parking spaces shall be provided not less than as set forth in the following schedule:

SCHEDULE OF OFF-STREET PARKING REQUIREMENTS

Residential Uses	Formula
<i>Assisted Living, Nursing, Convalescent Home, Assisted Living Facility, Nursing Home, or Transitional Housing</i>	One (1) space for each two (2) resident rooms + one (1) space for every five (5) resident rooms.
Bed and Breakfast	Two (2) spaces for owner + one (1) space for each guest room.
Day Care, Child (In-Home)	See Single Family Detached Dwelling.
Group Home	One (1) space for two (2) beds + one (1) space for every 400 square feet of gross floor area, excluding resident rooms.
Independent Living Facility	One and one-half (1½) spaces for each dwelling unit + one (1) space for every five (5) dwelling units.
In-Law Suite	One (1) space in addition to the requirement of the single family dwelling.
<i>Manufactured Housing or Mobile Home Dwelling</i>	Two (2) spaces for each unit.
Multi-Family Dwelling	Two (2) spaces for each dwelling unit + one (1) space for each five (5) dwelling units for visitor parking.
Single-Family Attached and Single-Family Detached Dwelling	Two (2) spaces for each dwelling.
Two Family Dwelling	Two (2) spaces for each dwelling.

Commercial Uses	Formula
Bar or Tavern	One (1) space for every three (3) seats or one (1) space for each seventy-five (75) square feet of floor area, whichever is greater.
<i>Bed and Breakfast Inn</i>	Two (2) spaces for owner + one (1) space for each guest room.
<i>Building Materials, Contractors Equipment Sales Yard Building Materials Sales Yard and Lumber Yard</i>	One (1) space for 400 square feet of net floor area, and one (1) space For uses solely utilizing outdoor sales yards, one (1) space per 2,000 5,000 square feet of sales outdoor sales yard area.
Car Wash, Automated	Three (3) stacking spaces for each automated car wash lane.
Car Wash, Self Service	Two (2) stacking spaces for each stall + two (2) drying spaces for each stall.

Commercial Uses (Cont.)	Formula
<i>Child Day Care Center or Nursery, Child</i>	One (1) space for each 200 square feet of licensed capacity plus sufficient space for child drop-off/loading area.
<i>Office, Medical/Dental Clinic</i>	One (1) space per 200 300 square feet.
Commercial Entertainment	One (1) space for each three (3) seats or one space for each 100 square feet of floor area, whichever is greater.
Commercial Recreation	One (1) space for each fifty (50) square feet of pool area including deck. One (1) space for each 500 square feet of outdoor playground area. Four (4) spaces per lane for a bowling alley. Five (5) spaces for each trail head. Six (6) spaces for each tennis, racquet ball or handball court. Ten (10) spaces for each basketball court. Twenty (20) spaces for each baseball, softball or soccer field.
<i>Banquet, Conference Center, Banquet Facility, or Meeting Halls</i>	One (1) space for each three (3) seats or one (1) space per 150 square feet of banquet or meeting gross floor area where fixed seating is not available.
Convenience Store Retail	One (1) space for each 300 square feet of net floor area + one (1) space per every two (2) pumps.
<i>Distribution Center for Fuel, Food and Goods, Wholesale Establishment, Heavy Duty Repair Services, Manufacturing (Heavy or Light) Uses, Public Utility, Self-Storage Warehouse, Truck Transfer Terminal, and Warehousing, Wholesale Establishment</i>	The required parking for these uses shall be enough to satisfy all the parking needs of the proposed use. No parking, loading or servicing shall be done on the street right-of-way or landscaped area.
Drive-In Establishments Facility	One (1) space for each 100 square feet of gross floor area if entirely drive-through. If drive-in facility, one (1) space for each ordering space + one (1) space per 100 square feet of gross floor area.
Financial Institution	One (1) space for each 2 300 square feet of floor area + four (4) stacking spaces for each drive-in service window.
<i>Funeral Home or Mortuary</i>	One (1) space for each fifty (50) square feet of parlor or chapel space or one (1) per four (4) seats, whichever is greater, but not less than twenty (20) spaces.
Hotel or Motel	One (1) space for each room + one space for each 200 square feet of lobby space + one (1) space for each 100 square feet of meeting area and/or restaurant space or bar/cocktail lounge

Commercial Uses (Cont.)	Formula
Mixed Uses	The sum of spaces of each use reduced by fifteen percent (15%).
Motor Vehicle Filling Station (Without Convenience Retail)	Two (2) spaces for each two (2) fuel pumps + one (1) space for each fifty (50) square feet of attendant facility.
Motor Vehicle Repair or Service Station (Major or Minor)	Two (2) spaces for each service bay (excluding the bay) + two (2) spaces for every two (2) fuel pumps.
Motor Vehicle, Truck, Trailer and Farm Implement Sales	One (1) space for each 300 square feet of net floor area of the showroom.
Office, Professional and Administrative (excluding medical)	One (1) space for each 400 square feet.
Outside Storage	Two (2) spaces for the first 2,000 square feet + one (1) space for each additional 2,000 square feet of outdoor storage area.
Personal and or Professional Services	One (1) space for each 300 square feet of gross floor area + one (1) space for each service vehicle parked on site
Plant Greenhouse (Commercial)	One (1) space for each 800 square feet of indoor/outdoor sales space.
Research and Development Laboratory	One (1) space for each 400 square feet of gross floor area.
Restaurant	One (1) space for each two (2) seats of seating capacity + four (4) stacking spaces for each drive through window.
Retail Business	One (1) space for each 400 square feet of gross floor area.
Sexually Oriented Business	One (1) space for each 200 square feet of gross floor area.
Veterinary Office or Hospital	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

Public and Semi-Public Uses	Formula
Cemetery	One (1) space for each fifty (50) square feet of parlor or chapel space or one (1) per four (4) seats, whichever is greater, but not less than twenty (20) spaces.
Club, Fraternity, Lodge or Similar Organization	One (1) space for each 100 square feet of floor area.
Community Center or Recreation Center	One (1) space for each 250 square feet of floor area.
Educational Institution for Primary Education (Pre-K-8) - Pre-school, Kindergarten, Elementary School, Junior High School, Middle School, and Intermediate School	Two (2) spaces for each classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.

Public and Semi-Public Uses (Cont.)	Formula
Educational Institution for Secondary Education (9-12) - High School	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
Educational Institution for Higher Education - Technical School, Vocational School, College, or University	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium.
Hospital	One (1) space for each bed + one (1) space for each 500 square feet of administrative, office and laboratory space.
Library or Museum	One (1) space for each 400 square feet of floor area.
Public Park or Recreation or Park Facility	<p>One (1) space for each fifty (50) square feet of pool area including deck.</p> <p>One (1) space for each 500 square feet of outdoor playground area.</p> <p>Four (4) spaces for each acre for unimproved recreation area.</p> <p>Five (5) spaces for each trail head.</p> <p>Six (6) spaces for each tennis, racquet ball or handball court.</p> <p>Ten (10) spaces for each basketball court.</p> <p>Twenty (20) spaces for each baseball, softball or soccer field.</p> <p>Forty (40) spaces for each football field.</p>
Passenger Transportation Agency and Terminal	One (1) space for each 400 square feet of floor area + one (1) space for each transit vehicle + sufficient space for pick up and drop-off of passengers.
Publicly Owned or Operated Government Facility (Not Including Community Center, Recreation Center, or Library)	<p>One (1) space for each 400 square feet of floor area for administrative use + one (1) space for each government vehicle parked on site.</p> <p>One (1) space for each 800 square feet of indoor maintenance use.</p>
Religious Place of Worship	<p>One (1) space for each five (5) seats or bench seating in the main assembly area.</p> <p>If an educational institution is part of the church, follow guidelines for respective educational institution requirements.</p>

- (d) Parking District. Uses within the ~~Downtown~~ **Medina** Parking District Number 1, as established in Ordinance 26-78 **and amended in Ordinance 136-84, Ordinance 123-19**, or such other subsequent legislation, shall be exempt from the requirements of this section ~~(see appendix)~~. **In Parking District Number 1, new uses with a formulaic increase in minimum off-street parking from the previous use shall submit information indicating the intended location of parking.**

1145.10 DRIVEWAYS TO PARKING AREAS.

- (e) Driveway Width. The width of driveways at the curb line and at the right-of-way line shall comply with the requirements in Table 2. The Commission may permit wider driveways for three or more entrance/exit lanes for those drives with a high volume of traffic. In the case of a four-lane drive, the lanes shall be designed as two adjacent entrance and exit lanes divided by a minimum six-foot wide barrier.

**TABLE 2
WIDTH OF DRIVEWAYS**

	Maximum Width at Curb Line (feet)	Width at R.O.W. Line (feet)	
		Minimum	Maximum
Residential	22	10	20
Commercial or Public Facility	38	12	24
Industrial	120	24	60 75

CHAPTER 1153 – Conditional Zoning Certificates

1153.04 CONDITIONALLY PERMITTED USE REGULATIONS.

- (a) Regulations applicable to conditionally permitted uses are as follows:
- (1) All structures and activity areas should be located at least 100 feet from all property lines.
 - ~~*(13) Truck routes shall be established for movement in and out of the development in such a way that it will minimize the wear on public streets and prevent hazards and damage to other properties in the community.~~
 - ~~(14 13) (No Change to Text)~~
 - ~~*(15) Such developments should be located on or immediately adjacent to State highways.~~
 - ~~(16 14) (No Change to Text)~~
 - ~~(17 15) (No Change to Text)~~
 - ~~*(18) Any temporary structures must be indicated as such on site plans submitted to the Planning Commission for approval. Such structures shall not be continued as permanent structures. The period of continuance shall be set by the Planning Commission.~~
 - ~~*(19) Such uses should be located on a major thoroughfare, adjacent to nonresidential uses such as commerce, industry or recreation, or adjacent to sparsely settled residential uses.~~
 - (20 16) The area proposed for a cemetery shall be used for cemetery purposes only, and shall meet the following requirements:
 - L. Location of cemetery buildings and all other structures shall conform to front, side and rear yard building lines setbacks of the particular district in which it is located.
 - ~~(21 17) (No Change to Text)~~
 - ~~(22 18) (No Change to Text)~~
 - ~~*(23) All facilities and structures shall meet all City and/or State health, building, electrical and other applicable codes.~~
 - ~~(24 19) (No Change to Text)~~
 - ~~(25) The proposed site plan for the project shall comply with all of the standards, criteria and regulations of Chapter 1109.~~
 - ~~(26) No zoning certificate shall be issued until final site plans have been submitted and approved by the Planning Commission. Site plans shall show the following: drainage, including storm water, location of all buildings, fuel tanks, if any, off-street parking and service facilities, water supply, sanitation, walks, fences, walls, landscaping, outside lighting, traffic flow and its relation to abutting streets, and topography. No zoning certificate shall be issued until the approval by the appropriate State, County and City health departments has been obtained concerning the proposed sanitary sewerage facilities.~~
 - ~~(27 20) (No Change to Text)~~
 - ~~(28) A performance bond or other financial guarantee acceptable to the Planning Commission shall be placed with the City to insure that the landscaping is installed, that the hard-surfacing of the access drives and parking and service areas is installed, and that adequate storm water drainage is installed, all in accordance with the plans approved by the Planning Commission.~~
 - ~~(29 21) (No Change to Text)~~

(30 22) ~~It is the intent of this subsection to permit trailer parks that house only independent trailers, and such trailer parks should be located on or have direct access to major thoroughfares. The area shall be in one ownership, or if in several ownerships the application shall be filed jointly by all the owners of the properties included in the plan. The following conditions shall apply to all Manufactured Housing Parks and Mobile Home Parks. For the purposes of this section, Manufactured Housing Parks and Mobile Home Parks shall be referred to as "Parks" and Manufactured Housing Homes or Mobile Homes shall be referred to as "Homes".~~

~~A. Parks shall house only detached homes.~~

~~B. The park shall be in one ownership, or if in several ownerships, the application shall be filed jointly by all the owners of the properties included in the plan.~~

~~A C. In addition to the other requirements of this subsection, the application shall include any other data the Planning Commission may require.~~

~~B D. Each boundary of the park must be at least 200 feet from any permanent residential building outside the park, unless separated therefrom by a natural or artificial barrier.~~

~~C. The park shall be graded to be well drained.~~

~~D E. Trailer spaces shall be Each home shall have a clearly identified space a minimum of 4,000 square feet in area and for each space and at least forty (40) feet wide in width and clearly defined.~~

~~F. The density of the development shall not exceed eight (8) trailers homes per acre of total project site; area and the minimum size of the project to be developed shall be at least ten (10) acres.~~

~~E G. There shall be at least a twenty (20) feet of clearance between trailers homes. No trailers home shall be closer than twenty (20) feet from any building within the park or fifty (50) feet from any property line building the park which is not located in the park.~~

~~D H. All trailer home spaces shall abut upon a driveway of not less than twenty (20) feet in pavement width, which shall have unobstructed access to a public thoroughfare. All paving and street lighting shall meet the requirements of City street standards.~~

~~G I. Each park shall provide service buildings to house laundry, storage facilities and offices. Construction shall meet the standards of the City and/or County Building Code. Walkways not less than four (4) feet wide and paved shall be provided from the trailer home spaces to the service buildings.~~

~~H J. Each trailer home shall be provided with a three (3) wire 240 volt electric service, and City and/or County approved water and sewer connections, and all utility lines within the park shall be installed underground.~~

~~I K. Adequate garbage and rubbish cans shall be provided no further than 300 feet from any trailers home's space.~~

~~J. Each park shall be equipped at all times with adequate fire extinguishing equipment as determined by the Fire Department which serves that area.~~

~~K. No pet animal shall run at large or commit any nuisance within the limits of any trailer park, on adjacent properties or the surrounding area.~~

~~L. In addition to the 4,000 square feet of each trailer lot home's space, recreation and open space shall be provided within the overall trailer park tract at the rate of at least 1,500 square feet per trailer-site home. The shape, location, design and landscaping of recreation and open spaces shall be approved by the Planning Commission. All recreation and open spaces shall be maintained in a neat, orderly~~

and safe condition so as not to create a menace to the health and safety of any park occupant, visitor, neighboring land occupant or the general public.

~~(31 23)~~ (No Change to Text)

~~*(32) It is the intent of this subsection to permit appropriately located senior citizen's housing developments a variation in density and parking regulations. The area proposed shall be in single ownership, or if in several ownerships, the application shall be filed jointly by all of the owners of the properties included in the plan. The following conditions shall apply:~~

~~A. The development shall be located within convenient walking distance of shopping community facilities.~~

~~B. Each dwelling unit shall be occupied by a household in which the head is sixty-two (62) years of age or older; except that one dwelling unit may be occupied by a custodian for the development without regard to age.~~

~~C. The density of the development shall not exceed eighteen (18) dwelling units per acre.~~

~~D. No dwelling unit in the development shall include more than two (2) bedrooms.~~

~~*(33) Veterinary Offices.~~

~~A. There shall be no burial or incineration of animals on the premises.~~

~~B. All activities shall be conducted within a totally enclosed and air conditioned building.~~

~~C. Animals treated shall be those ordinary household pets capable of being cared for entirely within the confines of a dwelling unit.~~

~~D. Trash storage areas shall be screened from view from adjacent dwellings. All parking areas and driveways shall be separated from adjacent dwellings by a landscaped strip at least five (5) feet wide. The landscaped strip shall be improved with shrubs, hedges, trees or a decorative fence to screen paved areas from adjacent dwellings.~~

~~E. No animals shall be kept overnight on the premises.~~

~~(34 24)~~ (No Change to Text)

~~(35 25)~~ (No Change to Text)

~~(37 26)~~ (No Change to Text)

~~(38 27)~~ (No Change to Text)

~~(39 28)~~ (No Change to Text)

CHAPTER 1155 – Supplemental Regulations

1155.05 DUMPSTERS, RECYCLING AND DONATION BOXES.

The following requirements shall apply to all uses that utilize dumpsters, recycling and trash handling areas, donation boxes and related service entrances. Dumpsters, recycling and donation boxes shall be accessory to a principal building on a lot.

- (a) Dumpsters, Recycling, Trash Handling Areas and Related Service Equipment.
- (1) **Setbacks.** ~~Dumpsters, recycling, trash handling areas and related service equipment, shall be in compliance with the setback requirements for accessory structures as determined by the zone district in which such structure is constructed~~ **located a minimum of five (5) feet from an adjacent lot with nonresidential zoning and a minimum of twenty (20) feet from an adjacent lot with residential zoning. In the C-2 zoning district or the Public Square Area, as defined in Section 1135.07(a), the Planning Commission or Planning Director may waive such setback requirements if compliance is determined to be infeasible.** The dumpster and/or related equipment shall be located on a concrete pad constructed of sufficient strength for the dumpsters, recycling, equipment and vehicles that will empty the units.

1155.11 OUTDOOR STORAGE AND OUTDOOR DISPLAY OF BULK GOODS STORAGE AND DISPLAY IN COMMERCIAL AND INDUSTRIAL DISTRICTS.

The following regulations shall apply to outdoor ~~bulk storage or displays~~ **and bulk storage and display** in commercial and industrial districts:

- ~~(a) The outdoor storage of goods including retail and seasonal items such as firewood, landscaping materials, bagged materials, construction materials, mulch and the like shall be controlled by the following regulations:~~
- (1) **a) The Outdoor storage or display of merchandise, inventory or materials and bulk storage and display shall not interfere with required off-street parking or the safe and unobstructed use of vehicular or pedestrian access ways or walkways or block any natural impede drainage.**
- (2) **b) Outdoor storage shall be stored in an orderly manner (e.g. stacked) and shall remain free of stagnant water, weeds, and vermin.**
- (c) **Outdoor storage and bulk storage and display shall remain free of stagnant water, weeds, and vermin.**
- (3) **d) Outdoor storage or display and bulk storage and display locations shall be approved by the Planning Director.**
- (e) **Bulk storage and display shall not be located in the front yard and shall be screened from adjacent land uses in compliance with Section 1149.05.**

ORDINANCE NO. 199-23

**AN ORDINANCE AMENDING ORDINANCE NO. 221-22,
PASSED DECEMBER 12, 2022. (Amendments to 2023 Budget)**

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

SEC. 1: That Ordinance No. 221-22, passed December 12, 2022, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0210-51122	15,000.00 *
001-0708-51122	3,000.00 *
001-0743-52215	6,800.00 *
102-0610-51122	35,000.00 *
106-0101-53315	20,000.00 *
135-0130-52215	75,000.00 *
301-0707-53315	20,000.00 *
513-0708-51122	8,000.00 *
514-0708-51122	6,000.00 *
676-0746-51122	12,000.00 *
106-0101-54413	21,801.95 *

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor