FINANCE COMMITTEE AGENDA
February 23, 2026

<u>Finance Committee</u> (6:00 p.m.)

1. Assignment of Requests for Council Action

2. 26-040-2/23 – Budget Amendments

    a. #2026-009
    b. #2026-010
    c. #2026-011

3. 26-041-2/23 – Collective Bargaining Agreements – Patrol/Communications/Sergeants

4. 26-042-2/23 – 2026 Membership Renewal for Main Street Medina

5. 26-043-2/23 – RFP for Lease of 406 S. Broadway St.

6. 26-044-2/23 – C-1 District Zoning Text Amendment

7. 26-045-2/23 – Public Bid for City-Owned Property – 410 E. Smith Rd.

8. 26-046-2/23 – Expenditure – Software Solutions – VIP Cloud Migration – IT

9. 26-047-2/23 – Amend S&B Code 31.02 – Seasonal Employee Pay Scale – Parks

10. 26-048-2/23 – Repeal & Replace Ord. 73-24 – Municipal Pool Rates

11. 26-049-2/23 – New MCRC Part Time Payscale Group & Activity Leader Deletion

12. 26-050-2/23 – Jog #1123 – Easement to Columbia Gas

13. 26-051-2/23 – Easements – S. Huntington St. Bridge

14. 26-052-2/23 – Agreement with Medina County Park District – "BMW Trail"

15. 26-053-2/23 – Expenditure – TEGOH – IT Dept.

16. 26-054-2/23 – Lease Agreement & Construction Addendum– Medina Municipal Airport

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

26-040-2/23 – Budget Amendments
26-041-2/23 – Ratify Collective Bargaining Agreements – Patrol/Communications/Sergeants
26-042-2/23 – 2026 Membership Renewal for Main Street Medina
26-043-2/23 – RFP for Lease of 406 S. Broadway St.
26-044-2/23 – C-1 District Zoning Text Amendment
26-045-2/23 – Public Bid for City-Owned Property at 410 E. Smith Rd.
26-046-2/23 – VIP Cloud Migration & Hosting Fee – Software Solutions – IT
26-047-2/23 – Amend Section 31.02 – Seasonal Employees Pay Scale Adjustment
26-048-2/23 – Amend Ord. 73-24 Municipal Pool Rates
26-049-2/23 – New MCRC Part Time Pay Scale Group & Activity Leader Position Deletion
26-050-2/23 – Job #1123 – Easement to Columbia Gas
26-051-2/23 – Easements for S. Huntington Street Bridge
26-052-2/23 – Agreement with Medina County Park District – "BMW Trail"
26-053-2/23 – Expenditure to TEGOH – Cyber Security Software Platform – IT
26-054-2/23 – Lease Agreement & Construction Addendum – Medina Municipal Airport

2/23/26

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only) RCA 26-040-2/23 Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2026-009
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0705-53322	Muni - maint of eq	695.40		x	restitiution receivd for damage to bailiff vehicle
		172-0355-52215	Celebrations - contractual	11,750.00		x	America 250 sponsers:Ravago $1,000,Standard Welding $250,Commercial Saving Bank $1,000,Sandridge $5,000, Lloyd's Towing $1,000, Wichert Ins $2,500,Huntington $1,000
131-0320-53315	Open space - tools/minor			1,595.29			Reduce appropriations in 131 fund
			Total increases to fund:	12,445.40			
			Total reductions to fund:	1,595.29			
			Total transfers within fund:				

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers DATE: 2/17/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY) DATE:

COUNCIL/COMMITTEE ACTION:

APPROVED:
DENIED:
RETURNED FOR EXPLANATION:
RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO. 35-26

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

(Finance use only) _____

RCA Number (Council use only) RCA 26-040-2/23

Finance

NO. 2026-010

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT (CHECK ONE)

ADMINISTRATIVE _____
FINANCE COMMITTEE X
COUNCIL x

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		104-0301-53313	Parks Maintenance - Operating	$21.26		*

EXPLANATION:

Accept check #52030 from Mini Melts of America Inc. revenue sharing ice cream machine at Fred Greenwood Park.

DEPARTMENT HEAD: _____ DATE: 01.28.2026

MAYOR'S APPROVAL: (WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____ ORD. NO. _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. 2026-011
(Finance use only)

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE	
FINANCE COMMITTEE	x
COUNCIL	x

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	
		168-0705-53315	Tools/Minor Equipment	70,000.00		*	(1)
							(1)
			Total increases to fund:	70,000.00			
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

This purchase will cover additional switches/hardware/cabeling for the new courthouse renovation.

DEPARTMENT HEAD: C. Castell DATE: 2-13-26

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____ DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED:
DENIED:
RETURNED FOR EXPLANATION:
RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO. _____

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

No. RCA 26-041-2/23

FROM: Jim A. Shields, Mayor

Committee: Finance + Council

DATE: February 17, 2026

SUBJECT: Collective Bargaining Agreement for Patrol Officers, Communications Officers and Sergeants

Repealing Ord. 1-26 + 2-26 passed Jan 6, 2026

SUMMARY AND BACKGROUND:

On 1/6/26, Medina City Council approved the tentative labor agreements between the City and two bargaining units - patrol officers and dispatch.
The third-year wages were increased by 3% for both labor groups with a 1% pension pick up.
The City was later informed that Dispatchers' pension max is 10%. This then changed the 3rd year wages to 4% for dispatchers since the pension pick up was not an option.
Once the patrol group was made aware of this change for dispatchers, they have now requested through their union attorney a change to 4% in year three wages with no pension pick up. If the council agrees, then these two labor agreements need to be approved again.
Most recently, the Police Sergeants bargaining unit settled their contract with 4% wage increases for each year of the three-year agreement.
This would then align all three police labor groups (Patrol, Dispatch and Sergeants) with a 4% wage increase in year three and no pension pick up in any of the three-year agreements.

It is recommended we repeal Ordinances1-26 and 2-26 to accurately reflect that the third year of the patrol and dispatch contracts do not have any pension pick up. Council will then approve the patrol and dispatch contracts again while approving for the first time the three-year agreement with the Police Sergeants.

We would like to request that council approve all three collective bargaining agreements with the emergency clause to assist Finance in getting these payroll changes processed as soon as possible.

Estimated Cost:
Suggested Funding:

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

NEW APPROPRIATION needed in Account No.
Emergency Clause Requested: Yes
Reason: To assist Finance in getting these payroll changes processed soon

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COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

NEGOTIATIONS BETWEEN

CITY OF MEDINA

AND

THE OPBA

(PATROL, SERGEANTS AND DISPATCHERS)

Summary of Tentative Agreements

1. Wages – Wage Increases

- Effective 1/1/2026 4.0%

- Effective 1/1/2027 4.0%

- Effective 1/1/2028 4.0%

· Detective Pay (PATROL)

Institute annual payment of $1500 (or pro-rated where applicable) for officers assigned as Detectives.

· TAC Officer (DISPATCH)

Provide $500 annual payment for Dispatcher designated as TAC Officer and $250 annual payment for Assistant TAC Officer (or pro-rated amounts).

· Training Officers (PATROL/DISPATCH)

Patrol Officers and Dispatchers assigned to train and evaluate probationary employees shall receive a 10% premium for all hours so assigned.

2. Insurance – Article 25 (PATROL/SERGEANTS/DISPATCH)

- Update language to reflect current premium contributions of 15% (wellness) and 20% (non-wellness).

- Update dates of current language addressing premium-contribution inflator of 1% for 2028 if City's costs increase by 1% or more.

- Add language to allow City to institute employee-optional HSA plan.

3. OIC Pay and Court Time – Article 16

· § 2 – Increase premium of Patrol Officers filling in for Sergeant from 5% to 10% of pay for all hours so assigned.

· § 5 – Modify as follows: (PATROL/SERGEANTS)

Every employee called back after normal daily working hours or on a regular day off, including holidays, for a court appearance shall be paid a minimum of three (3) hours at a rate of one and one-half (1½) times the regular rate of pay, provided the employee is not notified by 7:00 P.M. the business day before the court appearance that the court appearance has been cancelled. If the employee is called back to work for more than one (1) court appearance in the same day, he shall be paid a minimum of three (3) hours for the first appearance and the actual time worked for the second appearance, unless there is three (3) hours or more between the beginning of the first appearance and the beginning of the second appearance, in which case the employee shall be paid a minimum of three (3) hours for each appearance.

4. Vacation – Article 18 (PATROL)

NEW SECTION – The City has the discretion to provide new hires, with five or more years of full-time police experience with another police department, credit for that time for the purposes of placement on the accrual table of Section 1 above. For the first year of employment, the City may grant the use of this vacation amount for the first year of employment. A newly hired officer who separates in the first year of having utilized any of this vacation shall reimburse the City of the value thereof.

5. Sick Leave/Funeral Leave – Article 19 (PATROL/DISPATCH)

· § 1 – Add ability to use sick leave for birth or adoption of a child of up to 120 hours.

· § 3 – Allow for employee option to receive cash or compensatory time for current attendance bonus. (Currently comp-time only).

· § 4 – Add language such that utilizing sick leave for funeral leave does not serve as penalty for attendance bonus or holiday pay.

· § 5 – With two weeks' notice to the employer, an employee may elect, at the time of retirement from active service under the Ohio Police and Retirement Pension Fund

and with ten (10) or more years of service with the City, to be paid in cash for 37.5% of the value of his accrued but unused sick leave credit. Such payment shall be based

on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment which may be made under this section shall be four hundred and fifty (450) hours.

6. New Article – Gun Purchase (PATROL/SERGEANTS)

Allow for retiring employee to purchase their service weapon at its fair market value.

7. Part-Time MOU (PATROL)

Update MOU allowing for City to hire part-time officers.

8. Duration – (PATROL/SERGEANTS/DISPATCH)

Three-year (3) Agreement.

REQUEST FOR COUNCIL ACTION

No. RCA 26-049-2/23

Committee: Finance

FROM: Jim Shields , Mayor
DATE: January 30, 2026
SUBJECT: 2026 Membership Renewal for Main Street Medina
SUMMARY AND BACKGROUND:

Respectfully request Council to authorize expenditure of $40,000 to renew membership in Main Street Medina for 2026.

Invoice from Main Street Medina forthcoming.

Estimated Cost:
Suggested Funding:

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

NEW APPROPRIATION needed in Account No. 001-0707-52211
Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 26-043-2/23

Committee: Finance

FROM: Andrew Dutton
DATE: February 13, 2026
SUBJECT: RFP for Lease of 406 S. Broadway St.

SUMMARY AND BACKGROUND:

In 2014, the City of Medina entered into an agreement with Peaceworks, a nonprofit organization that partners with local Medina businesses to offer gainful employment for individuals with developmental disabilities, to lease the city owned building at 406 S. Broadway St. (Ord. 76-14). The lease was extended in 2021 for an additional 5 years, which will expire on May 27, 2026 (Ord. 66-21). The lease:

- Authorized Peaceworks, operating as Spoke's Café, to utilize the building for coffee sales, bike rentals, and similar retail functions staffed by individuals with developmental disabilities.
- Included no rent payment, but required Peaceworks to pay utilities and maintain the building.
- Stated that the building must be used by Peaceworks, as authorized.

Peaceworks' second location at Austin Badger Park (5741 River Styx Rd.) has been successful at attracting customers and accomplishing the organization's mission. However, the S. Broadway St. location has unfortunately not been as successful at drawing customers. Speaking with representatives from the organization, they are amenable to ending the current lease and submitting a new proposal for use of the site.

As there has been interest from other parties regarding use of the site, this request is to issue a Request for Proposals (RFP) to lease the building. A draft RFP has been included, which includes required submittal information and the need for proposals to provide a community benefit.

Estimated Cost: $0
Suggested Funding:

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

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:
Council Action Taken:

Ord./Res.
Date:

CITY OF MEDINA

132 N. Elmwood Ave. Medina, OH 44256
330-722-9023

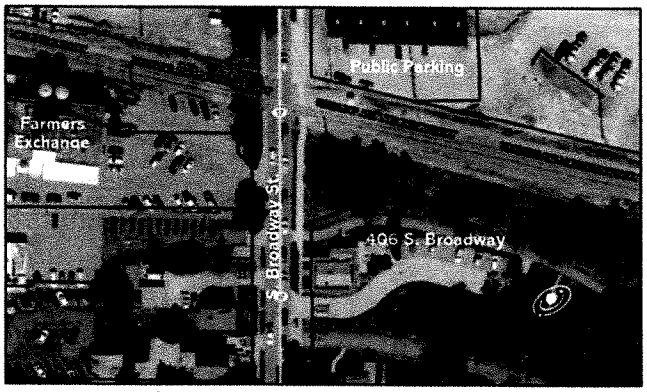
REQUEST FOR PROPOSALS - LEASE OF CITY OWNED PROPERTY
406 SOUTH BROADWAY STREET
DATE, 2026

A. PURPOSE OF REQUEST FOR PROPOSALS (RFP)

The City of Medina (hereinafter referred to as the "City") is the owner of a property located at 406 South Broadway Street, Medina, OH 44256 (Parcel Number 028-19D-01-117). This RFP seeks proposals from interested parties for the lease of the City owned building on the property. Proposals will be considered from both non-profit organizations and commercial businesses interested in tenancy of the building.

B. BUILDING AND PROPERTY DESCRIPTION

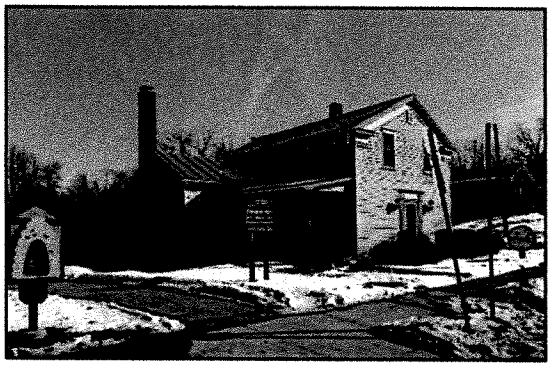
The site is located on the east side of South Broadway Street, south of the railroad tracks, in the City's South Town District, as shown in the adjacent Location Map.



Location Map – 406 S. Broadway St.

The **lease area** will include the building and, if needed for the proposed use, the attached deck and adjacent patio area. Per Medina County Auditor records, the building has a first floor of 1,000 sq. ft., a second floor of 374 sq. ft., and a basement of 818 sq. ft. In addition, the rear of the building includes a 336 sq. ft. deck and a 576 sq. ft. patio.

The City will not authorize demolition of the existing structure, however tenant improvements may be permitted.


Building Picture – 406 S. Broadway St.

The property also includes:

- 11 parking spaces to the east of the building, which are available to the general public.
- A section of a 2.1 mile multi-use path that will be extended by an additional 0.4 miles north of the property in 2026.
- The beginning point of The Helios Project, an educational program that takes visitors on a scaled journey along the multi-use path from the Sun, through the solar system, and beyond.

In addition, the property directly to the north, on the north side of the railroad tracks, includes a 28-space public parking lot.

C. CITY GOALS AND OBJECTIVES

The City has identified the following goals and objectives for the lease area:

1. The site should be activated to support the vibrancy of South Town.
2. The use must provide some community benefit in the form of enhancement of park facilities, public services, economic development purposes, revenue to support City operations, or other similar benefit.
3. The building is of historical significance to the City and there is strong interest in preserving and honoring the history and architecture of the space.
4. The site and any potential proposed tenant within should be viable and sustainable.

The City is committed to ensuring that, through its lease, the building emerges as a vibrant and viable establishment that provides sustained community benefits to the South Town. To that end, the City is accepting proposals from any interested parties (both non-profit organizations and commercial businesses). Based on the criteria set forth in this RFP, City staff will identify the top-ranked proposals and present them to City Council for consideration.

D. SUBMITAL REQUIREMENTS

Three hard copies of the proposal and one electronic copy of the proposal shall be submitted, including:

1. Cover Letter and Executive Summary – A Cover Letter and concise executive summary of the proposal. The letter must be signed by a person authorized to obligate the proposer to fulfil the commitments contained in the proposal.
2. Proposed Use – A detailed description of the proposed use of the property, including the following, as applicable:
   a. A narrative of the proposed project plan for the lease area, including the type(s) of use(s).
   b. Concept floor plan, images, photographs, and/or maps to help convey the vision for the lease area and proposed business program.
   c. A description of any proposed tenant improvement investments, including a preliminary estimate of any anticipated costs.
3. Community Benefits – A description of any community benefits provided by the proposed use and how these benefits may be sustained over time by the proposer.
4. Project Schedule – A preliminary project timeline upon lease, setting forth anticipated dates to conduct any necessary tenant improvements and open for occupancy.
5. Proposed Lease Terms – The proposed lease terms including monthly rent and term of the lease. Monthly rent and lease terms included in the RFP are in no way binding to the City and both will be open to negotiation.
   *The City is seeking no more than a five (5) year initial lease term.

E. EVALUATION CRITERIA

The following criteria, in no particular order of priority, will be used to evaluate proposals:

1. Submittal of all stated "Submittal Requirements" in Section D of this RFP.
2. Quality of proposed use and business plan.
3. Community benefits of the proposal including, but not limited to, park enhancement, facilitation of recreation, historic preservation, education, services to those in need, and employment opportunities for the disadvantaged.
4. Project schedule including the time necessary to commence operations and the proposer's understanding of the necessary steps to open their doors.
5. Proposed lease terms including lease amount, lease length, and necessary tenant improvements (if applicable).

F. SITE WALKTHROUGH

There will be an optional site walkthrough of the building at 406 South Broadway Street, Medina, OH 44256 on *DATE, 2026,* between the hours of *X a.m. and X a.m.*

G. PROPOSAL DELIVERY LOCATION AND DEADLINE

At least three hard copies of the proposal and one digital copy of the proposal in Adobe PDF or Microsoft Word format shall be submitted in a sealed envelope or container. Sealed proposals will be received by the City of Medina Community Development Director at City Hall, 132 North Elmwood Avenue, Medina, OH 44256 until *X pm on DATE, 2026*, at which time proposals will be publicly opened and announced.

H. QUESTIONS

Please direct questions regarding proposals to:

Andrew Dutton
Community Development Director
adutton@medinaoh.org
(330) 722-9023

REQUEST FOR COUNCIL ACTION

No. RCA 26-044-2/23

Committee: Finance

FROM: Andrew Dutton
DATE: 2/13/26
SUBJECT: C-1 District Zoning Text Amendment

SUMMARY AND BACKGROUND:
A Zoning Map Amendment request was recently submitted by Kayleigh Keller to change the zoning of properties on the northeast side of West Liberty Street, northwest of Yorktown Drive, from C-1 (Local Commercial) to C-3 (General Commercial). The request was not approved by City Council's Finance Committee and the Committee directed staff to amend the Conditionally Permitted Uses allowable in the C-1 zoning district to facilitate the project.

Staff has drafted amendments to Section 1133.04 of the Codified Ordinances to allow the following Conditionally Permitted Uses in the C-1 zoning district: (1) Conference Center, Banquet Facility, or Meeting Hall less than or equal to 5,000 square feet in Size, (2) Restaurant with Drive-In or Drive-Through, and (3) Retail Business less than or equal to 20,000 square feet in Size. These amendments would facilitate the proposed project and make the three Conditionally Permitted Uses available to all properties zoned C-1. Further information has been included in the attached submitted documents and Staff Report.

The Planning Commission reviewed the request at its regular meeting on February 12, 2026, and unanimously recommended approval (5–0).

The review of the Zoning Text Amendment follows Sections 1107.06 and 1107.07 of the Codified Ordinances, which require a public hearing prior to City Council's decision.

Estimated Cost: $0
Suggested Funding:

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

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:
Council Action Taken:

Ord./Res.
Date:

Staff Report
Planning Commission
February 12, 2026

P26-05
Zoning Code Text Amendment

BACKGROUND

Recently, Zoning Map Amendment application P25-22 was submitted to change the zoning of properties on West Liberty Street, northwest of Yorktown Drive, from C-1 (Local Commercial) to C-3 (General Commercial). On December 11, 2025, the Planning Commission reviewed the application and recommended approval to City Council.

City Council's Finance Committee reviewed the request at their January 12, 2026 and ~~February~~ January 26, 2006 meetings. Due to concerns with rezoning the properties to C-3, the request was not approved and City Council directed staff to draft a text amendment to the C-1 District Conditionally Permitted Use table to accommodate the proposed uses.

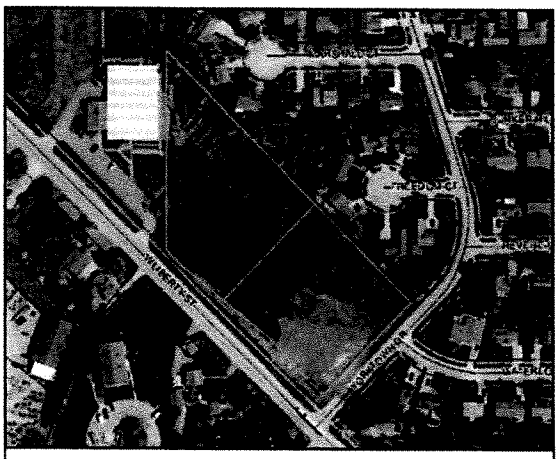
PROPOSED ZONING TEXT AMENDMENT

The attached amendments add the below uses as Conditionally Permitted Uses in the C-1 zoning district. Conditionally Permitted Uses require a public hearing and approval by the Planning Commission to be established. The numbers in superscript reference the corresponding Conditionally Permitted Use Regulations in Section 1153.04:

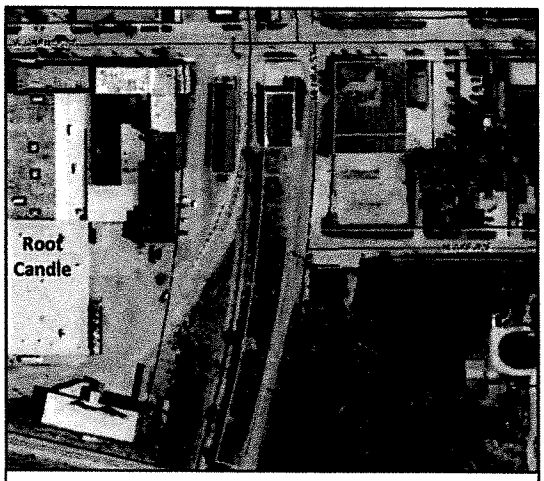
- Conference Center, Banquet Facility, or Meeting Hall less than or equal to 5,000 square feet in Size [3, 7, 11, 13]
- Restaurant with Drive-In or Drive-Through [2, 7, 15]
- Retail Business less than or equal to 20,000 square feet in Size [7, 11,]

CURRENT C-1 PROPERTIES

There are currently 23 properties in the city zoned C-1, in five different areas, as noted below. For reference, there are currently 431 properties in the city zoned C-3.

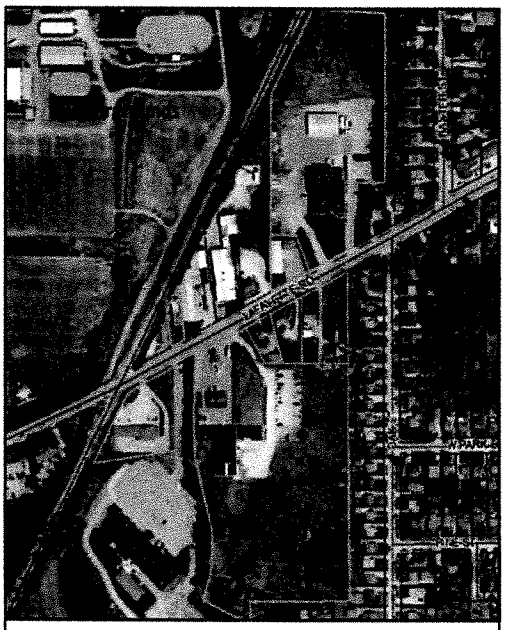


W. Liberty St. and Yorktown Dr.
2 Properties – 3.9 Acres – Vacant



W. Liberty St. – West of Tracks
5 Properties – 1.1 Acres – Retail, Finess, & Restaurant, Uses

Lafayette Rd. – Adjacent to Mobile Home Park
1 Property – 5.4 Acres – Vacant



Lafayette Rd. – East of the Fairgrounds
8 Properties – 16.9 Acres – Many Uses

N. Court St. and Homestead St.
7 Properties – 1.8 Acres – Office & Daycare

BUILDING SIZES FOR COMPARISON (PER THE MEDINA COUNTY AUDITOR)

University Hospitals Urgent Care – 716 N. Court St – 4,502 sq. ft.
First Watch – 1001 N. Court St – 4,402 sq. ft. (Does not include the patio or canopy)
Chik Fil A – 1007 N. Court St. – 5,279 sq. ft. (Does not include the patio or canopy)

City Hall – 132 N. Elmwood Ave. – 19,576 sq. ft.
Aldi – 1150 N. Court St. – 21,178 sq. ft. (Aldi only, does not include the entire shopping center)
Staples – 4029 Pearl Rd. – 24,317 sq. ft.

PLANNING AND ZONING CODE SECTIONS FOR REFERENCE

CHAPTER 1105 - DEFINITIONS

1105.32 CONFERENCE CENTER, BANQUET FACILITY, OR MEETING HALL.
"Conference center, banquet facility, or meeting hall" means a facility used for conferences, seminars, meetings, 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".

1105.44 DRIVE-IN OR DRIVE THROUGH FACILITY.
"Drive-in or drive through facility" means any portion of a building or structure from which business is transacted, or is capable of being transacted, directly with customers located in a motor vehicle during such business transactions.

1105.130 RESTAURANT.
"Restaurant" means an eating establishment where orders are taken at a table or counter and food is prepared and served at counters or tables for consumption on or off premise.

1105.131 RETAIL BUSINESS.
"Retail business" means any business selling goods, wares or merchandise directly to the ultimate consumer for direct consumption and not for resale. See also "Convenience Retail."

CHAPTER 1153 – CONDITIONAL ZONING CERTIFICATES

1153.04 CONDITIONALLY PERMITTED USE REGULATIONS.

(a) Regulations applicable to conditionally permitted uses are as follows:
- (2) Loudspeakers which cause a hazard or annoyance shall not be permitted.
- (3) All points of entrance or exit should be located no closer than 200 feet from the intersection of two (2) major thoroughfares, or no closer than 100 feet from the intersection of a major thoroughfare and a local or collector thoroughfare.
- (7) Such developments should be located on major thoroughfares or at intersections of major and/or collector thoroughfares.
- (11) Such uses should be properly landscaped to be harmonious with surrounding uses, especially if residential uses.
- (13) All permitted installations shall be maintained in a neat, orderly condition so as to prevent injury to any single property, any individual or to the community in general. A bond may be required to insure that this provision will be met.
- (15) Such uses shall be permitted under the following conditions:
  - A. Provided that such facilities are located at the extremity of the business districts so as not to interfere with the pedestrian interchange between stores in the district, and provided further, that it would not limit expansion of the pedestrian-oriented facilities.
  - B. No more than two (2) driveway approaches shall be permitted directly from any thoroughfares and shall not exceed thirty (30) feet in width at the property line.
  - C. If the property fronts on two (2) or more streets, the driveways shall be located as far from the street intersections as is practical.
  - D. At least a six (6)-inch high pedestrian safety curb shall be installed along all street right-of-way lines, except at driveway approaches, where parking and/or service areas adjoin any right-of-way lines.

COMMUNITY DEVELOPMENT DEPARTMENT STAFF RECOMMENDATION

Staff recommends **approval** of application P26-05, as submitted.

AMENDMENTS TO SECTION 1133.04 OF THE PLANNING AND ZONING CODE (C-1 CONDITIONALLY PERMITTED 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 Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home [1, 3, 5, 7, 9, 11, 13]	Club [9, 11, 13]	Bar or Tavern
	Conservation Use	Bed and Breakfast Inn [11, 13]
	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery [5, 9, 11, 13]
	Publicly Owned or Operated Governmental Facility [3, 7]	***Conference Center, Banquet Facility, or Meeting Hall less than or equal to 5,000 square feet in Size*** [3, 7, 11, 13]
	Public Utility [1, 10, 11]	Hospital [1, 3, 7, 9, 11, 13]
	Religious Place of Worship [1, 3, 7, 11]	Motor Vehicle Filling Station [5, 7, 15, 21, 23]
	Urban Garden	Personal or Professional Services with Drive Through [2, 7, 15]
		Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions
		Restaurant
		Restaurant with Drive-In or Drive-Through [2, 7, 15]
		Retail Business less than or equal to 20,000 square feet in Size

REQUEST FOR COUNCIL ACTION

No. RCA 26-045-2/23

FROM: Andrew Dutton
DATE: February 13, 2026
SUBJECT: Public Bid for City-Owned Property at 410 E. Smith Rd.

Committee: Finance

SUMMARY AND BACKGROUND:

In 2012, the City of Medina purchased the property at 410 E. Smith Rd. from Jaeger Family LLC and Lehman Family LLC for $95,000 plus a land donation valued at $70,000 (Ord. 120-12). Since that time, the land has been used for city storage and has experienced a fire, resulting in the loss of structures.

Preliminary proposals have been made to the city for residential development of the site by Habitat for Humanity and the Medina Metropolitan Housing Authority. However, residential development has proved unattainable due to site challenges, including the Champion Creek's bisection of the property, adjacent railroad tracks, an adjacent power substation, and difficulty connecting to public utilities.

Due to interest in purchasing the site for non-residential use, this request is to publicly bid the property. A draft bid package is attached that was modeled after Medina County's recent bid package for the Professional Building at 120/124 West Washington Street, which resulted in multiple bids and a successful sale. A minimum bid amount of a recent appraised value of $355,000 is indicated in the bid package, which was noted at a previous Finance Committee meeting.

The estimated cost below would cover expenses to advertise the bid and transfer the property.

Estimated Cost: $3,000
Suggested Funding:

- **sufficient funds in Account No.** 001-0410-52214 and 52226
- **transfer needed from Account No.** **to Account No.**
- **NEW APPROPRIATION needed in Account No.**

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:
Council Action Taken:

Ord./Res.
Date:

SEALED BID PROCESS FOR:

PURCHASE OF CITY OF MEDINA-OWNED PROPERTY LOCATED AT
410 EAST SMITH ROAD, MEDINA, OH
(PERMANENT PARCEL NO. 028-19D-02-114)

Bid Submission Deadline: *DAY, DATE*, 2026, at 2:00 PM (EST)

Prepared by:
City of Medina
132 North Elmwood Avenue
Medina, OH 44256

Prepared On:
DATE, 2026

Advertised with the Medina Gazette
on: *DATE*, 2026
DATE, 2026
DATE, 2026
DATE, 2026

BID SPECIFICATIONS:
PROPERTY SALE, 410 EAST SMITH ROAD

INDEX

I. Legal Notice to Bidders
II. Instructions to Bidders
III. Bid Form

EXHIBITS

Exhibit A. Medina County Auditor Information
Exhibit B. Parcel Aerial Photo
Exhibit C. Photos of Site and Building
Exhibit D. City of Medina Zoning Map
Exhibit E. City of Medina I-1 (Industrial) Zoning District Regulations
Exhibit F. Preliminary Public Storm Sewer and Champion Creek Access Easement Location
Exhibit G. Site Appraisal
Exhibit H. Phase I Property Assessment
Exhibit I. Phase II Property Assessment

I. LEGAL NOTICE

The City of Medina is accepting sealed bids for the sale of City-owned property located at 410 East Smith Road, Medina, OH 44256. The property consists of 5.43 acres of land and an approximately 4,000 square foot building with a 392 sq. ft. lean-to. The property is currently zoned I-1 (Industrial) and subject to the zoning regulations of the City of Medina. The minimum bid for the property is the recent professionally appraised value of $355,000. Public bids must be received no later than *DAY, DATE*, 2026, at 2:00 p.m. (EST) at City Hall located at 132 North Elmwood Avenue, Medina, OH 44256, at which time all bids will be publicly opened and read aloud. The City of Medina reserves the right to reject and/or accept any and all bids. The property is being sold "As-Is" and collectively as a single bid transaction. This notice, along with detailed bid specifications, may be viewed on the City of Medina website by visiting https://medinaoh.org/city-hall/engineering/active-legal-notices-bids-and-rfps/. All bids must be completed on forms provided in the specifications.

CITY OF MEDINA MAYOR
Jim A. Shields

Published in the Medina Gazette:
DATE, 2026
DATE, 2026
DATE, 2026
DATE, 2026

II. INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Medina, (herein called the "Owner") at City Hall, 132 North Elmwood Avenue, **Medina, Ohio, until 2:00 p.m. (EST), on *DAY, DATE,* 2026,** and then publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City of Medina. Each sealed envelope containing a BID must be plainly marked on the outside as a BID for **"410 East Smith Road Property Purchase"**.

The Owner may waive any informalities, reject any or all bids, and select the highest responsible bidder. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No Bidder may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

Each bid must be accompanied by a bid guaranty payable to the Owner in the form of either:

1. A bond for in the amount of One Hundred Dollars ($100.00).
2. A certified check for One Hundred Dollars ($100.00).
3. A cashier's check for One Hundred Dollars ($100.00).
4. A letter of credit for One Hundred Dollars ($100.00).

As soon as the bid prices have been compared, the Owner will release the bid guarantees of all except the three highest responsible bidders. When the Agreement is executed, the bid guarantee of the two remaining unsuccessful bidders will be returned. The bid guarantee of the successful bidder will be retained until the Agreement has been executed and approved.

The party to whom the bid is awarded will be required to execute a Purchase Agreement and finalize the purchase process within 120 calendar days from the date of bid opening.

The Owner reserves the right to reject a conditional or qualified BID.

The award will be made to the highest and most responsible bidder.

The bidder is encouraged to visit the subject property site. The City of Medina Community Development Director will be available to provide access to the property for prospective bidders on a scheduled basis. Contact Andrew Dutton, at 330-722-9023, or adutton@medinaoh.org to schedule a site visit.

It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the bidder has sufficiently reviewed the bid documents and researched the subject property and is satisfied as to all of the "As-Is" conditions of the property.

END OF INSTRUCTIONS TO BIDDERS

III. BID PROPOSAL FORM

City of Medina:
Sale of Property located at 410 East Smith Road, City of Medina, OH 44256
Permanent Parcel Number 028-19D-02-114

Purchase Price Offer	**Total Bid Amount**
Purchase/Acquisition of Subject Property Referenced Above; Sale of Property in As-Is Condition	$_____

Please Note:

- The City of Medina will not offer financing assistance to any bidders. The property is being sold "As-Is" and as a single bid transaction.
- The minimum bid for the property is the recently professional appraised value of $355,000, which is found in "Exhibit G" of this bid document.
- Purchase process must be finalized/closed within one hundred and twenty days (120) from the bid closing date.
- This property is currently zoned as I-1 (Industrial) by the City of Medina; the purchase offer may not be conditional based on the anticipation of zoning modifications.
- The purchaser agrees to enter into an easement with the City of Medina to authorize the replacement and maintenance of a public storm sewer line and allow access for clearing and maintenance of the Champion Creek. A preliminary location of the easement to access the storm sewer line and Champion Creek is found in "Exhibit F" of this bid document.
- A one hundred dollar ($100.00) bid bond as described in the accompanying legal notice must be provided with the submission of this bid form in order to be considered responsive.

Bid Submitted By:

_____
Individual/Organization/Company Name

_____
Address

_____ / _____
Telephone Number / Email

_____
Printed Name of Individual Submitting Bid

_____
Signature

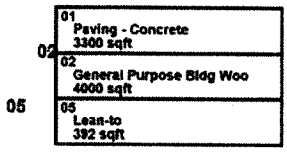
EXHIBIT A. MEDINA COUNTY AUDITOR INFORMATION

028-19D-02-114

2/11/2026

Anthony P. Capretta
County Auditor
Medina County, Ohio
auditor.medinacounty.gov

FIRST SKETCH



LEGAL

OWNER	CITY OF MEDINA		
ADDRESS	410 E SMITH RD MEDINA OH 44256		
DESCRIPTION	CITY LOT 9109 WH 5.4235 AC		
SCHOOL DIST	MEDINA CSD	**TAX DIST**	028
ACREAGE	5.4235		

VALUATION

	APPRAISED	ASSESSED
LAND	$293,050.00	$102,570.00
IMPROVEMENTS	$20,330.00	$7,120.00
CAUV	$0.00	$0.00
TOTAL	$313,380.00	$109,690.00

TAXES

TAXABLE VALUE	$109,690.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	$0.00 / $0.00
YEAR (TOTAL / BALANCE)	$0.00 / $0.00

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	$0.00 / $0.00
TOTAL / BALANCE	$0.00 / $0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/12/2012	CITY OF MEDINA	JAEGER FAMILY LLC & LEHMAN FAMILY LLC	1	$0.00	NO
4/26/2011	JAEGER FAMILY LLC & LEHMAN FAMILY LLC	JAEGER FAMILY LLC & LEHMAN FAMILY LLC	2	$0.00	NO

LAND

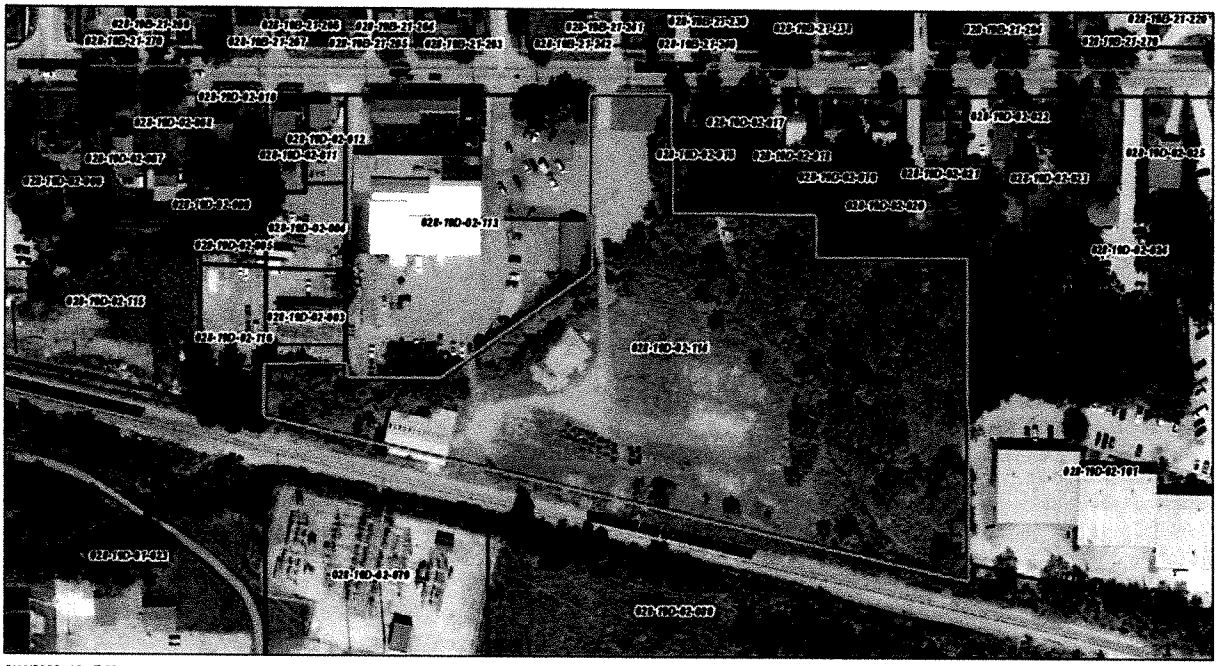
CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	4.4235	0	$178,050.00
0	0	0	1.0000	0	$115,000.00

IMPROVEMENTS

DESCRIPTION	BUILT	DIMS	VALUE
Paving - Concrete	1977	44x75	$2,280.00
Lean-to	1991	14x28	$1,280.00
General Purpose Bldg Wood Pole Frame	1991	50x80	$16,770.00

EXHIBIT B. PARCEL AERIAL PHOTO

Medina County Auditor GIS



2/11/2026, 10:45:26 AM

1:1,513

0 75 150 300 ft

0 20 40 80 m

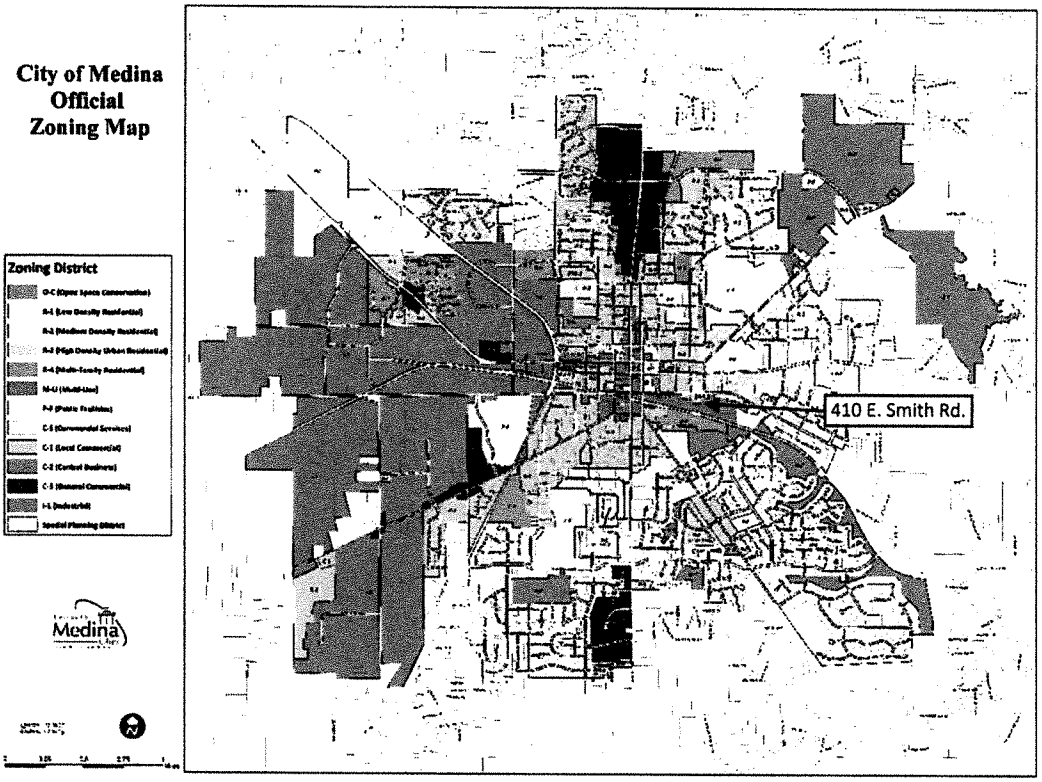
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©

EXHIBIT C. PHOTOS OF SITE AND BUILDING

Photos of the site and building to be added after snow melt

EXHIBIT D. CITY OF MEDINA ZONING MAP

Full Zoning Map



Zoning Map at Site

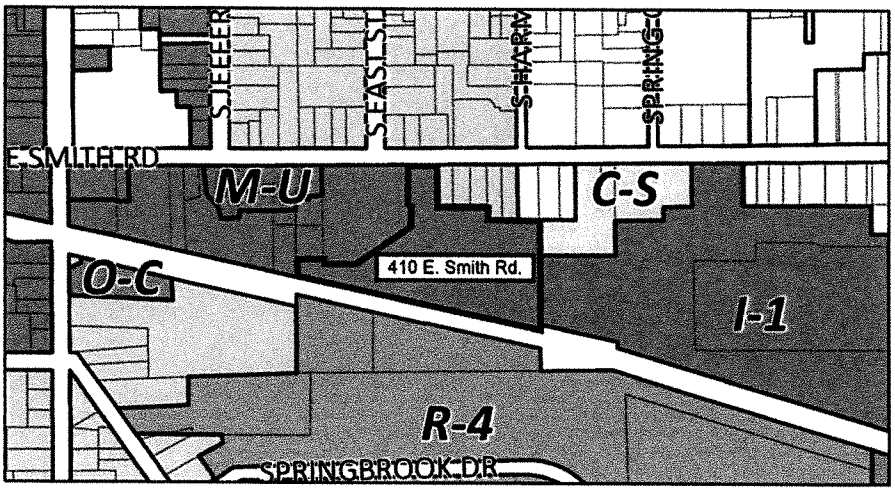


EXHIBIT E. CITY OF MEDINA I-1 (INDUSTRIAL) ZONING DISTRICT REGULATIONS

CHAPTER 1141
I-1 Industrial District

1141.01 Purpose.
1141.02 Principally permitted uses.
1141.03 Accessory uses.
1141.04 Conditionally permitted uses.
1141.05 Lot development standards.
1141.06 Site plan review.
1141.07 Off-street parking and loading.
1141.08 Signage.
1141.09 Landscape and buffering.

CROSS REFERENCES

Definitions - see P. & Z. Ch. 1105
District established - see P. & Z. 1113.01

1141.01 PURPOSE.
The I-1 Industrial District is established to provide for and accommodate industrial uses in the fields of repair, storage, manufacturing, processing, wholesaling and distribution, free from the encroachment of residential and institutional uses. The principally permitted uses are those, because of their normally unobjectionable characteristics, that can be in relatively close proximity to residential and commercial districts.

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	Bulk Storage and Display
		Distribution Center - Must be Completely Enclosed if Facing a Non-Industrial District
		Heavy Duty Repair Services
		Light Manufacturing
		Major or Minor Motor Vehicle Repair
		Mixed Use Building
		Motor Vehicle Storage
		Off-Street Parking Lot, Garage, or Deck
		Office
		Plant Greenhouse
		Research and Development Laboratory with No Hazardous, Noxious or Offensive Conditions

		Self-Storage Warehouse
		Truck Transfer Terminal - No Closer than 50 feet from a Residential District
		Veterinary Office or Hospital in an Enclosed Building
		Warehouse
		Wholesale Establishment
		Other Similar 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 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.

(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 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	Building Materials Sales Yard and Lumber Yard
	Educational Institution- Technical School, Vocational School, College, or University	Car Wash [2]
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Government Facility [3, 7, 8, 11]	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard - Must be Completely Enclosed if Facing a Residential District
		Crematorium
		Fitness Facility
		Heavy Manufacturing [17, 26, 27]
		Motor Vehicle Sales - Only including Rental and Minor Repair Work
		Recreation Facility
		Retail Business

1141.05 LOT DEVELOPMENT STANDARDS.
Lots in the I-1 Industrial District shall adhere to the following standards:

Minimum Lot Size	21,780 Square Feet
Minimum Lot Width at Building Line	100 Feet
Minimum Lot Frontage	100 Feet
Maximum Lot Depth	None
Minimum Usable Open Space	None
Maximum Lot Coverage	85%
Maximum Building Size	None
Maximum Building Width	None
Minimum Front Yard	• 25 Feet • 100 Feet when Adjacent to a Residential District
Minimum Rear Yard	• 25 Feet for Principal Use or Structure • 50 Feet Principal Use or Structure when Adjacent to a Residential District • 15 Feet for Accessory Use or Structure
Minimum Side Yard	• 25 Feet Principal Use or Structure • 50 Feet Principal Use or Structure when Adjacent to a Residential District • 15 Feet for Accessory Use or Structure
Maximum Height	• 50 Feet for Principal Use or Structure • 80 Feet for Principal or Accessory Use or Structure when setback at least 100 feet from any site perimeter property line • 25 Feet for Accessory Use or Structure when located within the minimum rear or side yard for the Principal Use or Structure
Minimum District Size	n/a

1141.06 SITE PLAN REVIEW.
All uses permitted under Section 1141.02 and 1141.04 shall be permitted only after the review and approval of the site plans by the Planning Commission according to the standards, criteria and regulations of Chapter 1109.

1141.07 OFF-STREET PARKING AND LOADING.
Off-street parking and loading shall be regulated pursuant to Chapter 1145, Off-Street Parking and Loading.

1141.08 SIGNAGE.
Signage shall be regulated pursuant to Chapter 1147, Signs.

1141.09 LANDSCAPE AND BUFFERING.
Landscape and buffering shall be regulated pursuant to Chapter 1149, Screening and Landscaping.

EXHIBIT F. PRELIMINARY PUBLIC STORM SEWER AND CREEN ACCESS EASEMENT LOCATION

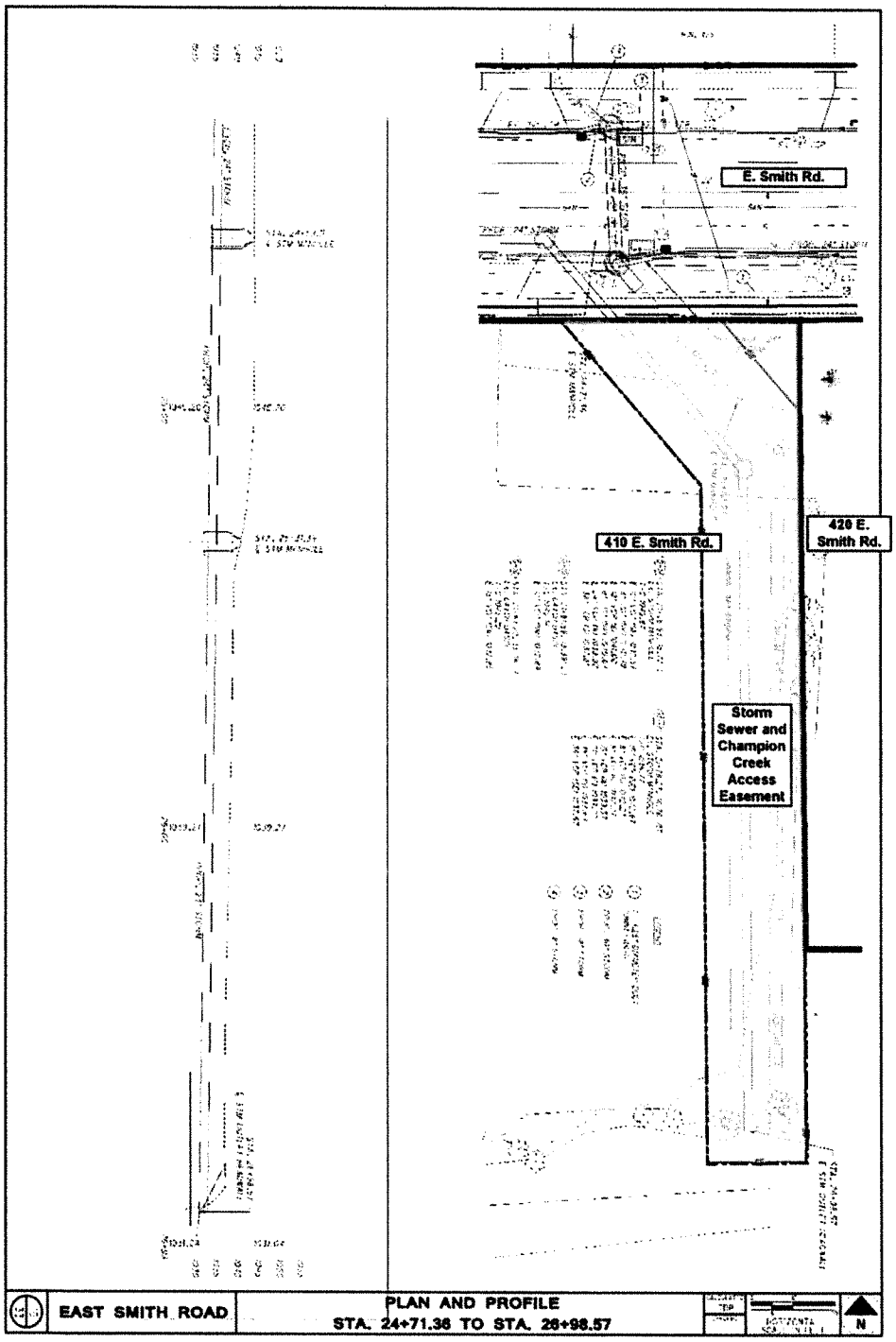


EXHIBIT G. SITE APPRAISAL

The Executive Summary of a site appraisal conducted by Sours, Buie, and Associates, LLC has been included on the following pages. The full 64 page document can be found at WEBSITE ADDRESS.

Sours, Buie and Associates, LLC
Ohio Real Estate Appraisers & Consultants

150 Springside Dr, Suite B-220, Akron, Ohio 44333 · Phone: 330-434-9932 · sharon@neohioappraisers.com, roger@neohioappraisers.com

October 4, 2023

Mayor Dennis Hanwell
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256
dhanwell@medinaoh.org

Dear Mayor Hanwell:

At your request we have prepared an appraisal of a +/-5.4235 acre tract of industrial zoned land, located at 410 East Smith Road, within the City of Medina, in Medina County, Ohio. The purpose of this appraisal is to provide our opinion of the current Market Value of the fee simple title to the subject property, in terms of financial arrangements equivalent to cash.

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 - 2(a) of the Uniform Standards of Professional Appraisal Practice. The client is referred to the forthcoming "Scope of Work", which describes the appraisal procedures used. There are no extraordinary assumptions or hypothetical conditions considered applicable to this report.

This Appraisal Report presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and only for the intended use stated in this report. It is not to be relied upon by any third parties for any purpose, whatsoever. The appraisers are not responsible for unauthorized use or users of this report.

Roger Sours and Keith Walker have personally viewed the subject property, assembled and analyzed, applicable market data, and reformed a final opinion of current market value. The results of this investigation are contained in the accompanying report.

Subject to all conditions and explanations contained in the accompanying report, our opinion of current Market Value of the fee simple title of the subject property, **as of September 26, 2023**, is:

THREE HUNDRED FIFTY FIVE THOUSAND DOLLARS
($355,000)

We hereby certify that we have no interest therein beyond the preparation of this report, that the fee is not contingent on the market value conclusions and that the appraisal conforms to the code of ethics of the Appraisal Institute, of which Roger A. Sours is a member in good standing.

Thank you for the opportunity to have been of service.

Respectfully submitted,

Roger A. Sours, MAI, CCIM
Ohio Certified General Appraiser #380226

Keith E. Walker
Ohio Certified General Appraiser #2006001528

RAS:KEW/dr

EXHIBIT H. PHASE I PROPERTY ASSESSMENT

The Executive Summary of a Phase I Property Assessment conducted by ARCADIS U.S. LLC has been included on the following pages. The full 380 page document can be found at WEBSITE ADDRESS.

Executive Summary

The former James Lumber property (Parcel Number 28-19D-02-114) consists of approximately 5.4 acres (the "Property") and is located along East Smith Road in Medina, Ohio. The Property is currently owned by the Lehman and Jaeger families. The original property consisted of approximately 7.59 acres, and also included Parcel Number 28-19D-02-013 but that parcel was sold to Habitat for Humanity in May 2011 and was renumbered to 28-19D-02-113. Parcel 28-19D-02-114 was renumbered to include both 28-19D-02-014 and 28-19D-02-015. The Property currently includes 8 structures (Structures 7 through 10 and Structures 12 through 15). The Property historically contained two additional structures (Structures 11 and 6); however, one was destroyed in a fire and another was demolished due to its poor condition. The Property was originally developed as a creamery operation in the 1890s and then became a lumber company in the 1910s. Lumber company activities ceased in 2008. The Property was used for storage of lumber and is a hardware/sales building located on the property currently owned by Habitat for Humanity.

A walkover of the site was conducted on July 5, 2012 by Ms. Andrea Golli and Mr. Eric Showalter. Mr. Showalter is an Ohio Environmental Protection Agency (Ohio EPA) Voluntary Action Program (VAP) Certified Professional (CP) #278. The only hindrances to observations during the site walkover included dense vegetation as well as portions of Champions Creek that obscured viewing of areas in the eastern portion of the site, and wood flooring that prevented full observation of a crawl space located beneath Structure 12. Site inspections were also limited by asphalt, concrete, buildings, and vegetation that prevented direct observation of underlying soil. There were no other significant limitations for this Phase I Property Assessment.

Based on the site walkover, an interview with Mr. Roy Lehman (co-owner and former employee at the site), and a review of government databases, the following Recognized Environmental Conditions (RECs) were identified at the site:

- An area of oil staining located in the southwest portion of Structure 9 near a railroad spur that entered the building;

- Apparent creosote-treated wood that was used to construct a railroad spur that entered the property from the Norfolk and Western Railroad located west of the property;

- The location of former Structure 11 that was destroyed by a fire in 2010, where shingles and drywall were stored. Additionally, it is unknown if asbestos containing material (ACM) was present in the building that may have been released to the environment during the fire;

- An apparent crawl space under Structure 12 that contained mechanical equipment and had standing water (observed through a missing floorboard);

- Structures 13 and 14 (both with bare earth floors) where treated lumber was stored;

- Busy Bee Muffler located at 301 South Court Street is a REC due to petroleum impact that might have migrated down Champion Creek to the Property. The status of the release and extent of impact is unknown; and

- The transformer leak on the property currently owned by Habitat for Humanity.

- Potential for the presence of lead-based paint from buildings.

Based on these RECs, the following VAP Identified Areas (IAs) will require further evaluation:

- IA-1: The area of oil staining in the southwest portion of Structure 9. Chemicals of concern (COCs) related to this IA include volatile organic compounds (VOCs), semivolatile compounds (SVOCs), total petroleum hydrocarbons (TPH) carbon range C_{20} to C_{34}, and metals.

- IA-2: Apparent creosote-treated lumber used to construct the railroad spur that enters the property. COCs for this IA include benzene, toluene, ethylbenzene and xylenes (BTEX), SVOCs, and TPH.

- IA-3: The remainder of the Property due to the potential for chemicals to leach from pressure treated lumber that was stored and used at the site. COCs for this IA include arsenic, chromium, copper (constituents of treated lumber), and lead (due to potential for lead-based paint). Also included in this IA is the mechanical equipment in the crawl space of Structure 12.

- IA-4: This IA includes Structure 11 due to the potential presence of treated lumber, lead-based paint and asbestos prior to the fire. COCs for this IA

include arsenic, chromium, copper (constituents of treated lumber), asbestos in soil, combustion byproducts (polynuclear aromatic hydrocarbons and dioxin) and lead (due to potential for lead-based paint).

- IA-5: A section of the northern portion of the Property is the final IA due to the potential for tracking of PCB-impacts from the area of the transformer release onto the Property.

EXHIBIT I. PHASE II PROPERTY ASSESSMENT

The Executive Summary of a Phase II Property Assessment conducted by T & M Associates has been included on the following pages. The full 383 page document can be found at WEBSITE ADDRESS.

EXECUTIVE SUMMARY

This Phase II Property Assessment (PA) Report has been prepared on behalf of the Greater Medina Area Coalition (Coalition) for the Former Bennett Lumber Company Property (Property) under the Coalition's U.S. EPA Hazardous Substances and Petroleum Assessment Grant.

The Property is located on East Smith Road, about 0.3 miles east of South Court Street, Medina, Ohio. Based on information from the Phase I PA, the Property was originally developed in the 1890's as the Harter Brothers' Creamery (at the location of existing Structure 12). The portion of the Property that lies south of Champion Creek has been used as a lumberyard from the 1910's until James Lumber terminated operations in 2008. It is this portion of the Property that is the focus of the Phase II PA.

On September 10, 2012, Arcadis issued a Phase I PA Report for the Property in accordance with the American Society for Testing and Materials (ASTM) Standard E-1527-05. Five Identified Areas (IAs) were listed in the Phase I PA, but one of these was associated with the parcel now owned by Habitat for Humanity. The four remaining IAs recommended for Phase II PA included the following areas:

- IA-1: Soil staining in Structure 9 (located at the end of the rail spur)
- IA-2: The rail spur
- IA-3: The area used to store lumber (south of Champion Creek)
- IA-4: Former Structure 11, which burned down (located near the center of the Property)

On June 5, 2013, Lepi Enterprises, Inc., conducted an asbestos survey to determine whether any asbestos abatement would need to be implemented before existing structures are demolished. T&M conducted the Phase II PA environmental sampling on June 13, 2013, collecting at least one soil sample from each of 17 borings analyzed for Contaminants of Concern (COCs) identified in the Phase I PA. COCs vary at each IA depending on the historical activities, but Property-wide COCs include volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), arsenic (As), copper (Cu), chromium (Cr), and lead (Pb).

Based on field observations, the geology is consistent with descriptions of the upper glacial till units in Medina County: a low to moderately plastic silty clay (CL) to clayey silt (ML). Because of its low permeability, the clayey glacial till tends to restrict the rate of infiltration compared to more sandy soils, and therefore the risk of contaminant migration to groundwater is reduced.

Based on the analytical results, there is no indication that activities associated with the IAs on this Property have had an adverse effect on the environmental quality of near-surface soils. No COCs exceed any Ohio Voluntary Action Program (VAP) Commercial, Industrial, or Construction Scenario Soil Standards for redevelopment. Because no COCs were detected at concentrations exceeding non-Residential standards, and because the clayey soils inhibit migration of potential COCs, it is unlikely that there are any environmental issues related to redevelopment for Commercial or Industrial use.

Arsenic is present at concentrations exceeding Ohio VAP Residential development scenarios but the arsenic concentrations are consistent with published Ohio background concentrations, including recently published background concentrations for Cuyahoga and Franklin Counties (Ohio EPA, 2013). If Residential redevelopment is desired, then a site-specific background assessment for arsenic may be required.

Asbestos was detected in samples representing approximately 80 square feet of concrete wall panels (transite) in Structure 9 (located at the end of the rail spur); this material should be removed by a licensed asbestos abatement contractor before demolition activities commence.

Asbestos was detected at concentrations greater than 1% in roofing materials associated with Structure 9, but because these materials are in good condition, they may remain in place during demolition provided that the demolition contractor is informed of their presence and complies with applicable OSHA and EPA requirements.

REQUEST FOR COUNCIL ACTION

No. RCA 26-046-2/23

FROM: Sgt. Darin Zaremba, IT
Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director

Committee: Finance Only

DATE: February 15, 2026

SUBJECT: VIP Cloud Migration and hosting fee and VIP Cloud Analytics Migration and Hosting – Software Solutions

SUMMARY AND BACKGROUND:

The IT and Finance Departments respectfully request Council's approval of an expenditure of $31,000.00 to Software Solutions, Inc. (SSI) to migrate VIP and VIP Analytics from hosted to VIP Cloud.

See attached from SSI.

Estimated Cost: ~~$31,000.00~~ 33,400.00

Suggested Funding: 388-0714-~~54413~~ 53315

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

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Software Solutions

Medina, OH - VIP & Analytics Cloud Migration

Quote

Prepared For:

Medina, City of
Lori Bowers
132 N. Elmwood
Medina, OH 44258-0703

P: (330) 725-8861
E: lbowers@medinaoh.org

Prepared by:

Software Solutions
Brandon Easterling
8534 Yankee Street, Suite 2B
Dayton, OH 45458

P: 800.686.9578
E: beasterling@mysoftwaresolutions.com

Date Issued:
02.13.2026
Expires:
03.13.2026

Software & Services	Price	Qty	Ext. Price
VIP Cloud Migration Setup and Configuration	$1,000.00	1	$1,000.00
VIP Cloud Migration Annual Hosting Fee	$23,000.00	1	$23,000.00
VIP Cloud Analytics Migration Setup and Configuration	$3,000.00	1	$3,000.00
VIP Cloud Analytics Migration Annual Hosting Fee	$4,000.00	1	$4,000.00
		Subtotal:	**$31,000.00**

Quote Summary	Amount
Software & Services	$31,000.00
Total:	**$31,000.00**

Software Solutions

Additional Terms

VIP Cloud Annual Fees

This subscription requires a minimum one-year commitment.

One-Time technical setup service cost is due on the day of signing.

The Additional Annual subscription fees quoted will begin when customer is provided credentials to hosted site (Estimated to be 1 - 4 weeks after signed proposal)

As quoted VIP Cloud includes one live instance of VIP Database.. If the customer would like to have a VIP sandbox, the annual subscription fee for each sandbox is $2,400.

VIP Cloud Terms of Service

TERMS AND CONDITIONS OF SALE

This subscription requires a minimum one-year commitment.

1. SELLER RESPONSIBILITIES

1.1 Provision of Purchased Services. Seller will (a) provide Web and Cloud Back-up Services of Customer's VIP applications to the applicable Seller Software pursuant to this Agreement, and as specified in the attached Quote, (b) be solely responsible for setting applicable data processing and transmission parameters, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours per day and 7 days a week, except for: (i) planned down (of which Seller shall give notice), (ii) failure of equipment, software or services not under the direct control of Seller and (iii) any unavailability caused by circumstances beyond Seller's reasonable control, including but not limited to, a Force Majeure event (an act of God, act of government, natural disaster, civil insurrection, terrorist act, internet service provider failure or delay, war or other act of military force, epidemic or pandemic, or strike or other labor dispute.)

1.2 Protection of Customer Data. Seller will maintain reasonable administrative, physical, and technical safeguards for protection of the security of Customer data. Those safeguards will include measures designed to prevent unauthorized access of Customer Data (other than by Customer or Authorized Users.) Seller shall have no liability to Customer for any lost data or information, or any data or information accessed via any security breach or unauthorized login. Seller will provide best effort cooperation in response to any data restoration services needed during the term of this agreement.

2. CUSTOMER RESPONSIBILITIES.

2.1 Customer Acknowledgment. Customer acknowledges and agrees that access to these Services will require Customer to agree to the terms and conditions of Seller's designated supplier of hosting services.

2.2 Network Requirements. Customer acknowledges and agrees that the operation of any product Deliverable is dependent upon Customer having and maintaining appropriate hardware, software, and internet capabilities (the "Network Requirements"). The Network Requirements may change as a result of any updates or upgrades to a product Deliverable, and Customer acknowledges and agrees that Customer shall, at its cost, meet those Network Requirements, in order to obtain the applicable hosting services.

3. DISCLAIMER OF CONSEQUENTIAL DAMAGES; LIMITATIONS ON REMEDIES. Seller hereby disclaims any and all consequential and incidental damages arising out of or relating to the agreement, including but not limited to loss of use, downtime, lost profits, cover, recall costs, loss of goodwill, freight expenses, independent contractor expenses, employee wages and benefits, and lost or destroyed data or information. In no event shall Seller's liability to customer or any third party, arising out of or relating to a deliverable or the agreement, whether for breach of warranty, breach of contract, or arising in tort or otherwise, exceed the amount of one month's subscription service fees for the deliverable to which the claim relates, or $1,000, whichever is the greater amount.

4. TERM. The term of this hosting agreement commences on the effective date of the Agreement and is perpetual. Seller may terminate this agreement upon written notice to Customer in the event of Customer's breach of the Agreement. Customer may terminate this agreement at any time after hosting services begin and payment of all fees, upon at least ninety (90) days written notice to Seller; provided, however, no such termination shall result in reimbursement of any fees paid or payable to Seller.

5. POST-TERMINATION OBLIGATIONS. Within ninety (90) days after termination of this Agreement, Seller shall: provide rehosting of license and data to Customer's Local Server.

To proceed with this order, please return signed quote with purchase order number to Brandon Easterling:
BEasterling@mysoftwaresolutions.com

Software Solutions

Acceptance

Printed Name: _____

Signature: _____

Title: _____

Purchase Date: _____

Purchase Order Number: _____

Benefits to Cloud Hosting Environment:

PREVENTATIVE BENEFITS:

- No More Server Maintenance
    - There is no longer a need to worry about a serve crash or becoming obsolete. There is not a need to maintain the SQL licensing or server, due to everything within VIP being moved to a cloud environment. This helps ensure security that your environment is always accessible and not at risk of not functioning correctly.
- Automatic Security Updates
    - The system will automatically push updates and improvements after hours as Software Solutions releases them. These updates will not rely on a server therefore avoiding running into issues with the specifications of a server. These updates are not only functionality improvements, but often time security updates and patching as well.
- Built-In Firewalls
    - The cloud environment brings built in firewalls with encryption to block Unauthorized Users.
- AWS Hosting
    - AWS is an amazon product who has the capacity to throw millions of dollars towards their cloud hosting environment. This includes everything from their cyber security tools in place all the way to armed guards monitoring all their server warehouse centers.
    - Data is stored in AWS S3 with multiple availability zones in the AWS East (Ohio)
    - AWS S3 provides 11 nines (99.99999999999%) durability for data integrity
- Stronger Login Protections
    - The cloud solution offers Multi-Factor Authentication when logging in to avoid unauthorized users from getting into the system
    - Users are prevented from logging in after so many failed login attempts without admin intervention. Users, passwords have salt & hash encryption. password length and complexity follow NIST guidelines. Common passwords are prevented. Traffic outside of US are blocked entirely

RECOVERY BENEFITS:

- Backups
    - Daily Backups are automatically captured with a 30-day retention

    - Monthly backups are automatically captured with a 1-year retention

- Cyber Breach disaster recovery
    - If a ransomware attack were to happen, the cloud environment allows for the recovery and spin up time of your system to be much faster. With cloud, servers work together to handle requests, balance loads, and ensure redundancy, so if one server goes down, others can take over without any interruption to the service. If your server network gets hit, we have seen some entities be down for weeks at a time.
- Natural Disaster recovery
    - As odd as it may sound, if a natural disaster such as a tornado or flood were to hit your server your system would be down. Again, hosting everything through the cloud combats this.

ADDITIONAL BENEFITS/ FEAUTURES:

- Remote Access
    - The cloud will allow for a much more efficient form of remote work in case of any individual being out of town or sick or even during another pandemic.
- Reduced server maintenance cost
    - Server maintenance and replacement can be very expensive. In many cases server replacements are done every 5-10 years costing upwards of $15,000.
- Improved scalability
    - The cloud environment will allow you to grow into a system that can be accessed in more remote locations. All servers have a limit to how much data they can store. The cloud allows for you to continuously scale into an environment that will not take a hit in performance when more and more information is uploaded into it.

REQUEST FOR COUNCIL ACTION

No. RCA 26-047-2/2-3

FROM: Jansen Wehrley JSW

Committee: Finance

DATE: February 17 , 2026

SUBJECT: Amend Section 31.02- Seasonal Employee Pay Scale Adjustment

SUMMARY AND BACKGROUND:

The parks department is respectfully requesting Council approval to modify section 31.02 (A)(1) for seasonal employees. The 2025 current rate of pay for seasonal employees is pay grade 51A at $13.23 per hour. We would like to add additional steps, 51A-F ($13.23-$16.88) within this pay grade to provide greater flexibility in recruitment, retention, and workforce management.

While the existing pay and job description changes have supported our seasonal hiring efforts, it limits administration's ability to strategically compensate seasonal employees based on experience, performance, and operational needs. Expanding the pay scale would allow us to:

Reward Returning Employees
Recognize and incentivize seasonal staff who return year after year by placing them at a higher step within the range. These individuals bring valuable institutional knowledge, require less training, and contribute to operational continuity.

Attract Candidates with Relevant Experience or Specialized Skills
Offer competitive compensation to applicants who bring prior related work experience, certifications, or specialized skills that directly benefit our operations. This flexibility strengthens our ability to recruit high-quality candidates in a competitive labor market.

Address Scheduling and Operational Needs
Provide higher-step placement for employees who can meet critical scheduling demands, such as evenings, weekends, peak periods, or hard-to-fill shifts.

Adjusting the pay scale will enhance our ability to remain competitive, improve employee morale and retention, and ensure operational efficiency during peak seasons. The ability to differentiate pay based on value and need will serve as a meaningful tool for administration while maintaining fairness and accountability.

Proposal:
51A- New hires without a driver's license or uninsurable
51B- New hires with a driver's license, insurable or returning 51A in good standing.
51C- New hires with a driver's license, insurable, relative work experience, can meet scheduling needs or returning 51B in good standing.
51D- New hires with a driver's license, insurable, relative work experience, specialized skills or returning 51C in good standing.
51E- Returning 51D in good standing.
51F- Returning 51E in good standing.

Supporting documentation:

Organization	Seasonal Employee Rates 2025	Notes
Cleveland Metroparks	$15.00-$17.00	Range based on experience and service
City of Wadsworth	$15.20-$16.20	Second year $15.50, third year $16.20
City of Strongsville	$12.00	No details provided
Medina County Park District	$16.00-$16.50	Second year $16.50
City of Wooster	$18.25-$19.00, $21.00 with CDL	Second year $18.50, third year $18.75, fourth year $19.00
City of Brunswick	$15.00-$16.00 on average	Pay range is Ohio Minimum $11.00 up to $23.11
Medina City Schools	$13.50	Increased in 2025
Summit Metroparks	$13-$15	Depending on qualifications
Montville Township	$16-$20	Depending on skillset and availability

Conclusion:

The data demonstrates that comparable agencies are offering higher starting wages, structured step increases for returning staff and compensation adjustments based on experience, certifications, and scheduling flexibility.

Adjusting our seasonal pay scale will align us more competitively with regional employers and provide administration with the flexibility needed to reward returning employees, place experienced or highly skilled candidates at appropriate wage steps and incentivize employees who can meet operational scheduling demands.

Estimated Cost: Carryforward 2026
Suggested Funding: 104-0301-50111

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

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken: **Ord./Res.**
Date:

SECTION 31.02 SCHEDULE OF PAY FOR UNCLASSIFIED EMPLOYEES

The following unclassified employees shall be paid a salary or wage in accordance with the following schedule and pay basis:

(A) **SEASONAL EMPLOYEES.** (Seasonal positions may not be filled for more than 910 hours or 180 calendar days except those addressed in Teamsters contract.)

(1) **RECREATION DEPARTMENT**

Positions		Hourly Rate	RC Code
1	Memorial Pool Manager*	See 31.02(E) MCRC pay scale	29/30
1	Memorial Pool Head Lifeguard*	See 31.02(E) MCRC pay scale	20
1	Memorial Pool Deck Supervisor*	See 31.02(E) MCRC pay scale	22
1	Memorial Pool Cashier*	See 31.02(E) MCRC pay scale	12
7	Lifeguards*	See 31.02(E) MCRC pay scale	14
	Maintenance**	Pay Grade 51A	

* A position may be filled by more than one person per day not to exceed the normal operating hours.
** Number of positions, hours and days per Teamster Contract Article 30, Section 2.
(Ord. 99-04, 134-11, 67-17, 42-20)

(2) **SERVICE DEPARTMENT**

		Hourly Rate
7	Laborer*	Pay Grade 51A

*Seasonal and part-time positions in the Service department shall be allocated to departments on a need basis as determined by the Director of Public Service.
(Ord. 273-05, 134-11, 32-14)

(B) **PART-TIME EMPLOYEES.** (Part-time positions may not be filled for more than 29 hours in any week.)

(1) **PARKS AND RECREATION DEPARTMENT**

		Hourly Rate
1	Clerical Help	Pay Grade 5A
5	Laborers	per contract
1	Turf Technician	per contract + 7%

(Ord. 76-08, 134-11, 32-14, 98-17, 56-20, 111-22)

(2) **SERVICE DEPARTMENT**

City of Medina
2025 Payscale - Hourly

3.50%

Grade/Step	A	B	C	D	E	F
1	17.88	18.77	19.71	20.70	21.74	22.83
2	18.77	19.71	20.70	21.74	22.83	23.97
3	19.71	20.70	21.74	22.83	23.97	25.17
4	20.70	21.74	22.83	23.97	25.17	26.43
5	21.74	22.83	23.97	25.17	26.43	27.75
6	22.83	23.97	25.17	26.43	27.75	29.14
7	23.97	25.17	26.43	27.75	29.14	30.60
8	25.17	26.43	27.75	29.14	30.60	32.13
9	26.43	27.75	29.14	30.60	32.13	33.74
10	27.75	29.14	30.60	32.13	33.74	35.43
11	29.14	30.60	32.13	33.74	35.43	37.20
12	30.60	32.13	33.74	35.43	37.20	39.06
13	32.13	33.74	35.43	37.20	39.06	41.01
14	33.74	35.43	37.20	39.06	41.01	43.06
15	35.43	37.20	39.06	41.01	43.06	45.21
16	37.20	39.06	41.01	43.06	45.21	47.47
17	39.06	41.01	43.06	45.21	47.47	49.84
18	41.01	43.06	45.21	47.47	49.84	52.33
19	43.06	45.21	47.47	49.84	52.33	54.95
20	45.21	47.47	49.84	52.33	54.95	57.70
21	47.47	49.84	52.33	54.95	57.70	60.59
22	49.84	52.33	54.95	57.70	60.59	63.62
23	52.33	54.95	57.70	60.59	63.62	66.80
31	20.95	22.00	23.10	24.26	25.47	26.74
32	22.00	23.10	24.26	25.47	26.74	28.08
33	23.10	24.26	25.47	26.74	28.08	29.48
34	24.26	25.47	26.74	28.08	29.48	30.95
35	25.47	26.74	28.08	29.48	30.95	32.50
36	26.74	28.08	29.48	30.95	32.50	34.13
37	28.08	29.48	30.95	32.50	34.13	35.84
41	40.24	42.25	44.36	46.58	48.91	51.36
42	44.36	46.58	48.91	51.36	53.93	56.63
43	51.36	53.93	56.63	59.46	62.43	65.55
51	13.23	13.89	14.58	15.31	16.08	16.88
52	14.85	15.59	16.37	17.19	18.05	18.95
53	14.94	15.69	16.47	17.29	18.15	19.06
54	15.39	16.16	16.97	17.82	18.71	19.65
55	16.39	17.21	18.07	18.97	19.92	20.92
56	18.31	19.23	20.19	21.20	22.26	23.37
57	20.37	21.39	22.46	23.58	24.76	26.00

REQUEST FOR COUNCIL ACTION

No. RCA 26-048-2/23

Committee: Finance

FROM: Medina Rec Center
DATE: February 13, 2026
SUBJECT: Amend Ord 73-24 Municipal Pool Rates

SUMMARY AND BACKGROUND:

The Medina Recreation Center respectfully requests Council to approve an increase in Memorial Pool Rates with the intention of recovering some of the operational costs that have increased due to inflation. The Memorial Pool expenses are consistently exceeding revenues. The rationale for these rates was a comparative study of the rate structures of several outdoor pools in Ohio as well as a desire to keep the rates the same as the Medina Rec daily rates for consistency. (Repealing Ordinance 73-24 passed April 9, 2024)

Daily Admission Rates per Person:

Daily Individual Rate Ages 3 - 59:	~~$8.00~~ **$10.00**
Senior Daily Individual Rate Age 60+:	$5.00
Lunch Program Daily Admission:	$5.00 (rate for those with National School Lunch Program Letter on file only)
Active Military Daily Admission:	$5.00
Ages 2 and under:	Free

Season Pass Rates:

Individual Season Pass:	~~$125.00~~ **$150.00**
Family Season Pass (Up to 5 members)	~~$250.00~~ **$300.00**(extra fee of $20 per person over 5 family members)
Lunch Program Rates:	50% off above season pass rates.
Active Military Discount:	15% off above season pass rates
Nanny pass add on to Family Pass	$60 per person, two maximum

Promotional Rates:

- Daily Pass Punch Card with 5 visits: ~~$30.00~~ **$40.00**
- Early Bird or Special Promotional Pricing for Season Passes not to exceed 25% off (Example: Sign up before June and get 15% off!)
- Specialized Limited Time promotions based on occupancy and weather not to exceed $3 off full price Daily Admission Rate. (Example: Facebook Flash Sale when attendance is low)
- Mid-Season Special Rate of up to 50% off Season Pass Rates, not to be implemented before half of the scheduled pool season has passed. (Example: In late July, remainder of season half off = $50.00 per person!!)
- Medina Rec Center members granted limited access to outdoor pool for special circumstances like indoor pool closures, promotional events and low attendance times.

Estimated Cost:
Suggested Funding:

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

Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken: **Ord./Res.**

ORDINANCE NO. 73-24

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 84-23, PASSED APRIL 24, 2023, PERTAINING TO THE MEMORIAL PARK SWIMMING POOL RATES.

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

SEC. 1: That the rates for the Memorial Park Swimming Pool shall be as follows:

Daily Admission Rates per Person:

Daily Individual Rate Ages 3-59:	$8.00
Senior Daily Individual Rate Age 60+:	$5.00
Lunch Program Daily Admission:	
(for those with National School Lunch Program Letter on file only)	$5.00
Active Military Admission:	$5.00
Ages 2 and under:	Free

Season Pass Rates:

Individual Season Pass:	$125.00
Family Season Pass (Up to 5 members - $20/person over 5):	$250.00
Lunch Program Rates:	50% off above season pass rates
Active Military Discount:	15% off above season pass rates
Nanny pass add on to Family Pass	$60 per person, two maximum

Promotional Rates:

- Daily Pass Punch Card with 5 visits: $30.00
- Early Bird or Special Promotional Pricing for Season Passes not to exceed 25% off.
- Specialized Limited Time Promotions – based on occupancy and weather not to exceed $3 off full price Daily Admission Rate of $8.00.
- Mid-Season Special Rate – Up to 50% off Season Pass Rates, not to be implemented before half of the scheduled pool season has passed.
- Medina Rec Center members granted limited access to outdoor pool for special circumstances like indoor pool closures, promotional events and low attendance times.

SEC. 2: **That Ordinance 84-23, passed April 24, 2023 is hereby repealed.**

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.

Memorial Pool Statistic Summary - 9 years									
	2025	2024	2023	2022	2021	2020	2019	2018	2017
Season passes	$ 25,083.00	$ 27,419.00	$ 25,079.00	$ 21,780	$ 18,280	$ -	$ 20,115	$ 18,820	$ 16,850
Daily passes	$ 79,119.00	$ 68,565.00	$ 66,289.00	$ 48,839	$ 40,966	$ 18,346	$ 48,816	$ 51,386	$ 45,234
Concessions	$ 17,321.00	$ 16,129.00	$ 17,193.00	$ 10,224	$ 5,572	$ 1,895	$ 7,775	$ 8,046	$ 6,404
Rentals	$ 1,680.00	$ 2,400.00	$ -	$ 1,200	$ -	$ -	$ 944	$ 1,643	$ 534
Average Daily visitors	234	211	208	205	174	70	152	136	127
Attendance for full season	20,113	19,548	1,864	17,056	13,592	3,703	12,150	11,854	10,550
Total Revenues	$ 123,203.00	$ 113,554.00	$ 108,562.00	$ 82,043	$ 64,818	$ 20,241	$ 77,650	$ 79,895	$ 69,021
Total Expenses	$ 128,141.00	$ 124,598.00	$ 182,264.00	$ 111,564	$ 94,723	$ 46,312	$ 78,545	$ 89,433	$ 73,575
Loss	$ (4,938)	$ (11,044)	$ (73,702)	$ (29,521)	$ (29,905)	$ (26,071)	$ (895)	$ (9,538)	$ (4,554)
		added active mil, nanny, no group rates for camps	Rec Pools closed, longer hours & season Rates $8/$5	Season pass people scanned in 2,113 more times than 2021!		Received Donations totalling $26,520			Reopened after closure Rates $7 / $4

Outdoor Pool Comparisons 2026

	Daily Adult	Daily Child	Daily Infant	Daily Senior	Individual Membership	Family Membership	Senior Membership
Medina Memorial Pool 2025	$8	$8	Free	$5	$125	$250	$125
Blue Heron	x	x	x	x	$750 for 1-2 people Non Resident	$850 Family Non Resident	x
Falling Oaks (FOHA)	$7.00 Must be with Member	$7.00 Must be with Member	x	$7.00 Must be with Member	$205 to $215	$360 to $465	$140 individual $215 Couple
Ledge Pool / Cleveland Metroparks	$10	$8	Free	$5	$130	$80 each additional person	$65
Wadsworth YMCA / Grizzly	$10 Resident $12 Non -Resident	$8 Resident $10 Non-resident	Free	$8 Resident $10 Non-resident	Resident $180 Adult $110 Youth Non Resident $230 Adult $135 Youth	Resident $180 First Person $50 each additional Non-Resident $230 First Person $60 each additional	$105 Resident $130 Non-resident
Brecksville Rec Center	$10 Resident $12 non-Resident	$8 Resident $10 Non-resident	Free	$5	None	None	None
Rocky River Rec Center	$13	$11 (for 5-17)	Free	$11	$108 Rec Member $120 Resident	$180 -$378 Rec Member $200-$420 Resident Only	$108 Rec Member $120 Resident
Berea Outdoor Pool	$13	$9	Free	$8	$89 Resident $135 Non-Resident	Each additonal person $68Resident $102 Non-Resident	$89 Resident $135 Non-Resident

REQUEST FOR COUNCIL ACTION

No. RQ26-049 - 2/23

FROM: Medina Community Recreation Center

Committee: Finance

DATE: February 13, 2026

SUBJECT: New MCRC Part Time Pay Scale Group and Activity Leader position deletion

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests the addition of a new Part Time Pay Scale Group to compensate high level Program Instructors. We will utilize this group to attract new instructors that will expand our program offerings by adding specialized classes to our current class calendar.

This addition will add a Group 9 for Group Exercise Instructor level C and will be a part-time unclassified position with the recommended pay grade 60 (range of $31.01 – $39.59) for instructors and wellness professionals with advanced teaching certificates, special licenses or established clientele. There are several regional fitness studios offering increasingly popular classes and the current MCRC paygrades do not offer competitive enough wages to attract those instructors. We hope to attract qualified instructors to add premium tier classes to our line up.

In addition, it has been found that the position of Activity Leader in Group 1 has no formal job description so it is recommended we delete that position.

Estimated Cost:
Suggested Funding:
Sufficient funds in Account No.

- **Transfer needed from Account No.**
  To Account No.
- **NEW APPROPRIATION needed in Account No.**

Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord. /Res.
Date:

Medina Recreation Center 2026

Part Time Pay Scale

Group	Position	City of Medina Payscale 31.02 Ordinance 102-20	A	F
Group 1	Fitness Room Attendant	Ohio Minimum Wage	$ 11.00	x
	Field House Attendant			
	Program Aide			
	Office Aide			
	Recreation Aide			
	Youth Specialist			
	Counselors			
	~~Activity Leader~~			
	Front Desk Attendant			
Group 2	Facility Attendant	51A	$ 13.76	x
	Lifeguard			
	League Supervisor			
	Recreation Leader			
	Deck Supervisor			
	WSI Aide			
	Head Counselor			
Group 3	WSI	53A	$ 15.54	x
	League Supervisor			
	Rental Coordinator			
	Team leader			
	Receptionist			
	Building Monitor			
	Before / After School Supervisor			
Group 4	Facility Monitor	54A	$ 16.01	x
	Head Guard			
	Rascal Room Supervisor			
	Day Camp Supervisor			
Group 5	Activities Coordinator	55A	$ 17.05	x
	Front Desk Supervisor			
	Office Assistant			
Group 6	Pool Manager A	56 A - F	$ 19.04	$ 24.30
	Marketing Coordinator			
Group 7	Pool Manager B	57 A - F	$ 21.18	$ 27.04
	Group Exersice Instructor A			
	WSI / LTS Private Lessons			
Group 8	WSI / LTS Semi Private Lessons	59 A - F	$ 22.82	$ 29.13
	Group Exercise Instructor B			
Group 9	**Group Exercise Instructor C**	**60 A - F**	**$ 31.01**	**$ 39.59**

THE CITY OF MEDINA
JOB DESCRIPTION

TITLE: Group Exercise Instructor

REPORTS TO: Program Manager

DEPARTMENT/DIVISION: Recreation

CIVIL SERVICES STATUS: Unclassified

JOB STATUS: Part-time

EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: Under supervision of the Program Manager, the Group Exercise Instructor will be responsible for leading group fitness sessions for a specific health and fitness program offered at the Medina Community Recreation Center. The Group Exercise Instructor will represent the programming department by maintaining a positive relationship with the participants and the surrounding community.

ESSENTIAL JOB FUNCTIONS:

Instructs a wide variety of group exercise classes meeting minimum enrollment requirements of MCRC

Assists in developing, planning and promoting a variety of fitness programs.

Assists in evaluation and analysis of fitness programs and their benefits to the community

Regularly maintains attendance rosters throughout the entire course session

Develops and upgrades fitness classes, services and activities as necessary incorporating current fitness trends and industry studies.

Contributes fitness expertise to special MCRC projects and/or programs.

Attend all staff orientations, parent orientations, training sessions, and staff meetings that are scheduled.

Report to class location on time and adheres to start and end times for each class.

Set up and monitors class equipment, and ensures its return in serviceable condition.

Advises participants on programs and class procedures and policies in accordance with MCRC rules and guidelines.

Distributes handouts and/or class evaluations, if appropriate, and answers questions from participants.

Tracks progress of clients. Teaches to every level of fitness throughout the entire class session demonstrating modifications for beginner, intermediate, and advanced fitness levels.

Ensures that safety and injury prevention policies and procedures are adhered to by participants; reports accidents and prepares accident reports, as required.

Schedules substitute instructors a minimum of one week in advance for classes being missed.

Checks e-mail and voice mail on a daily basis during the business week (M-F).

Maintains all policies and procedures set forth by the MCRC.

Performs miscellaneous job-related duties as assigned.

Maintains regular and consistent attendance.

Able to perform the physical demands including but are not limited to being able to lift and move MCRC equipment and objects, and have the strength and agility to walk, stand, bend, stoop, crawl, squat, kneel and reach throughout the work day.

EDUCATION, TRAINING AND EXPERIENCE:

Possession of a high school diploma or GED equivalent

Strong interpersonal and communication skills

Certifications:
Fitness certifications through ACE, AFAA, NETA or any other fitness certification organization recognized by MCRC

CPR certification (renewed annually)

First Aid

License:
Valid driver's license issued by the State of Ohio.

QUALIFICATIONS:

Knowledge of:

- Fitness training, education methods, and techniques in area of specialty
- Exercise principles and technology
- Operation and maintenance of fitness equipment and facilities

Skilled in:

- Customer service;
- Strong organization and interpersonal communication skills;
- Sound judgment; and
- Caring for children of various ages.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Understand and follow complex oral and written instructions;
- Work effectively and courteously with a wide range of constituencies in a diverse community;
- Prepare routine administrative paperwork in a timely manner
- Ensure safety procedures
- Able to work a flexible schedule.

ENVIRONMENTAL ELEMENTS:

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

EQUIPMENT USED:

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

REQUEST FOR COUNCIL ACTION NO. RCA 26-050-2/23

FROM: Patrick Patton

DATE: February 23, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Easement Job #1123 – Easement to Columbia Gas

This request asks for Council's authorization to grant an easement to Columbia Gas for the installation and perpetual maintenance of a gas line. Columbia Gas will be relocating this line to accommodate the City's N. Huntington Street reconstruction project.

.

The 10 foot wide easement will run abutting the curb across the frontage of Ray Mellert Park.

Thank you for your consideration.

ESTIMATED COST: No cost

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: Ord./Res. Number:

Date:

Easement No. _____

EASEMENT

This Easement (collectively, this "Easement") is made by and between **CITY OF MEDINA, an Ohio Municipal Corporation** with a mailing address of 160 W. Main St., Suite 200, New Albany, OH 43054 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar ($1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in City of Medina, Medina County, Ohio,

Recorded In: Instr. No.: 2019OR014385
Permanent Parcel No.: 028-19A-17-005

i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"); and
ii. perform pre-construction and due diligence work; and
iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following: (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or

any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has

informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

GRANTOR AND GRANTEE AGREE THAT, EXCEPT TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF GRANTEE OR ITS REPRESENTATIVES AND CONTRACTORS, GRANTEE SHALL NOT BE LIABLE FOR, AND IS FOREVER RELEASED FROM, ANY AND ALL CLAIMS, DAMAGES, LOSSES, JUDGMENTS, SUITS, ACTIONS, AND LIABILITIES, WHETHER ARISING DURING, PRIOR TO, OR SUBSEQUENT TO THE TERM OF THIS EASEMENT, RELATED TO THE PRESENCE OF POLLUTANTS, CONTAMINANTS, PETROLEUM, HAZARDOUS SUBSTANCES, OR ENDANGERMENTS IN, BENEATH, OR ALONG THE PREMISES.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this __ day of _____, 2025.

GRANTOR:

CITY OF MEDINA

_____
Signature

Dennis Hanwell
Printed Name

Mayor
Title

STATE OF _____)
) SS.
COUNTY OF _____)

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ Dennis Hanwell, Mayor, on behalf of Grantor, who executed the foregoing instrument, who acknowledged that they did sign and seal the instrument, and that the signing of this instrument is of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____ 2025.

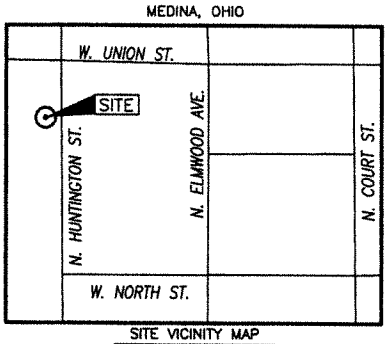
_____
Notary Public

My commission expires: _____

Approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC

EXHIBIT 'A'

MEDINA, OHIO



SITE VICINITY MAP
NTS

GRAPHIC SCALE

40 0 20 40

1 inch = 40 ft.

NORTH

Columbia Gas of Ohio
A NiSource Company

UNION SQUARE MULTIFAMILY, LLC.
INST. #20190R013634
LOT 4290
STREET DEDICATION PLAT
WEST UNION STREET
P.B. 19, PG. 136
P.N. 028-19A-17-004

P/L — P/L

L4 — P.O.B.

10' WIDE COLUMBIA GAS PIPELINES EASEMENT
1359.0± SQ. FT.

CITY OF MEDINA
CITY LOT 3488
INST. #20190R014385
P.N. 028-19A-17-005

L3 — L1

N. HUNTINGTON ST. (33' R/W)

R/W — C/L

P/L — P/L

L2

THE CITY OF MEDINA
O.R. VOL. 401, PG. 168, O.R. VOL. 401, PG. 170,
O.R. VOL. 401, PG. 172, O.R. VOL. 401, PG. 175
CITY LOT 3194
P.N. 028-19A-16-042

Line Table		
Line #	Direction	Length
L1	S 00° 40' 23" E	135.87'
L2	S 89° 30' 59" W	10.00'
L3	N 00° 40' 23" W	135.93'
L4	N 89° 50' 21" E	10.00'

THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

REVISION	8-11-25
FISHEL ORDER #	05253000
JOB ORDER	24-0121756-00
WORK ORDER	
LOCATION	MEDINA
COUNTY	MEDINA
STATE	OHIO

COMPANY: COLUMBIA GAS OF OHIO, INC.

PROJECT: 10' STRIP EASEMENT ON THE PROPERTY OF CITY OF MEDINA

DATE	ENGINEER		MAPS	CK'D BY	DRAWING NO.
7-15-25	CGO	PAGE 5 OF 6		MLH	EXHIBIT A
SCALE 1"=40'	TECHNICIAN DWW				

EXHIBIT "A"

DESCRIPTION OF A 10' WIDE GAS PIPELINES
STRIP EASEMENT FOR
COLUMBIA GAS OF OHIO, INC.
(A NiSource Company)

Situate in the State of Ohio, County of Medina, City of Medina. Being known as City Lot Number 3488. Also being a non-exclusive easement within the bounds of Parcel Number 028-19A-17-005, and being currently conveyed to **CITY OF MEDINA.** (Hereon referred to as Grantor) of record in Instrument Number 2019OR014385 recorded in the Medina County Recorder's Office, Medina, Ohio, and being more particularly described as follows:

Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of Union Square Multifamily, LLC. in Instrument Number 2019OR013634, (Parcel Number 028-19A-17-004) and the Grantors Northeast Property Corner. Said point being the **Point of Beginning** of the herein described easement.

Thence, with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, **S-00° 40' 23"-E** with the Grantors East Property Line and the West R/W line of North Huntington Street, for a distance of **135.87** feet to a point;

2. Thence, **S-89° 30' 59"-W** for a distance of **10.00** feet to a point;

3. Thence, **N-00° 40' 23"-W** for a distance of **135.93** feet to a point;

4. Thence, **N-89° 50' 21"-E** for a distance of **10.00** feet to the **Point of Beginning**.

Said easement as surveyed contains **1359.0±** Square Feet of land more or less.

Mark L. Hannah P.S. 7500

STATE OF OHIO
MARK L. HANNAH
PS.-7500
08/13/25
REGISTERED
PROFESSIONAL SURVEYOR

24-0121756-00
CITY-N

REQUEST FOR COUNCIL ACTION

NO. RCA 26-051-2/23

FROM: Patrick Patton

DATE: February 17, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Easements for S. Huntington Street Bridge

In order to complete the reconstruction of the S. Huntington Street Bridge, the City must acquire nine easements. Six of the property owners have agreed to and signed a total of eleven (11) easements. This request asks that Council accept the following easements:

Parcel	Address	Parcel	Easement	FMVE
1	233 Lafayette	028-19C-05-388; 028-19C-05-140; 028-19C-05-141	Temporary	$1,650
			Highway	$4,550
			Highway	$2,140
3	401 S. Huntington	028-19C-05-129	Temporary	$300
4	375 S. Huntington	028-19C-05-128	Temporary	$300
5	333 S. Huntington	028-19C-05-382	Temporary	$1,125
			Highway	$485
6	319 S. Huntington	028-19C-05-395	Temporary	$1,180
			Highway	$465
7	323 S. Huntington	028-19C-05-396	Temporary	$2,276
			Highway	$6,224
			TOTAL	$20,695

As a reminder, the City is receiving $1,739,500 in construction funding through ODOT's Municipal Bridge Program.

Thank you for your consideration.

ESTIMATED COST: $20,695

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: This is the first of several steps necessary to complete acquisition; we would like to start this process as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

TEMPORARY EASEMENT

Habitat for Humanity of Medina County, Ohio, Inc., an Ohio not-for-profit corporation, the Grantor(s), in consideration of the sum of $1,650.00, to be paid by City of Medina, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 1-T

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-388
Prior Instrument Reference: Instrument 2018OR024278, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Habitat For Humanity Of Medina County, Ohio, Inc., An Ohio Not-For-Profit Corporation has caused its name to be subscribed by Drew Hall, its Executive Director, and its duly authorized agent on the 2 day of February, 2026.

HABITAT FOR HUMANITY OF MEDINA COUNTY, OHIO, INC., AN OHIO NOT-FOR-PROFIT CORPORATION

SIGN: D. Hall

BY & TITLE: Drew Hall, Executive Director

DATE: 2/2/2026

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 2 day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Drew Hall, who acknowledged being the Executive Director and duly authorized agent of Habitat For Humanity Of Medina County, Ohio, Inc., An Ohio Not-For-Profit Corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Drew Hall with regard to the notarial act.

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

NOTARIAL SEAL STATE OF OHIO

Ashley Ryan Sorgen
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 O.R.C.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by or for the The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 10/02/25

PID 120263

PARCEL 1-T
MED-MR 929-0.14 (HUNTINGTON)
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO PERFORM GRADING, DRIVE APRON, WATER, STORM AND SANITARY CONNECTIONS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9232, and being a parcel of land that is right (east) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Habitat for Humanity of Medina County, Inc. by Document 2018OR024278 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 245.62 feet along the centerline of said South Huntington Street to a point therein, Station 12+34.07;

Thence South 89 degrees 43 minutes 15 seconds East, 16.50 feet to an iron pin set at the intersection of the easterly line of said South Huntington Street and the southerly line of a parcel of land conveyed to Hawkins Markets, Inc. by Volume 107, Page 625 Medina County Deed Records, Station 12+34.07, 16.50 feet right;

Thence South 89 degrees 51 minutes 52 seconds East, 13.50 feet along the southerly line of said parcel of land conveyed to Hawkins Markets, Inc. to an iron pin set therein and being the **Principal Place of Beginning** of the parcel herein described, Station 12+34.10, 30.00 feet right;

Thence with the following fifteen (15) courses:

1) **South 89 degrees 51 minutes 52 seconds East, 16.50 feet** continuing along the southerly line of said parcel of land conveyed to Hawkins Markets, Inc. to a point therein, Station 12+34.14, 46.50 feet right;

EXHIBIT A

2) **South 14 degrees 00 minutes 02 seconds East, 10.14 feet** to a point, Station 12+24.32, 49.00 feet right;

3) **South 00 degrees 16 minutes 45 seconds West, 32.82 feet** to a point, Station 11+91.50, 49.00 feet right;

4) **North 89 degrees 43 minutes 15 seconds West, 4.00 feet** to a point, Station 11+91.50, 45.00 feet right;

5) **South 00 degrees 16 minutes 45 seconds West, 11.00 feet** to a point, Station 11+80.50, 45.00 feet right;

6) **South 70 degrees 17 minutes 46 seconds West, 11.70 feet** to a point, Station 11+76.50, 34.00 feet right;

7) **South 00 degrees 16 minutes 45 seconds West, 45.50 feet** to a point, Station 11+31.00, 34.00 feet right;

8) **South 22 degrees 43 minutes 19 seconds West, 24.88 feet** to a point, Station 11+08.00, 24.50 feet right;

9) **South 00 degrees 16 minutes 45 seconds West, 121.00 feet** to a point, Station 9+87.00, 24.50 feet right;

10) **North 89 degrees 43 minutes 15 seconds West, 8.00 feet** to its intersection with the easterly line of said South Huntington, Station 9+87.00, 16.50 feet right;

11) **North 00 degrees 16 minutes 45 seconds East, 121.00 feet** along the easterly line of said South Huntington to an iron pin set therein, Station 11+08.00, 16.50 feet right;

12) **North 17 degrees 55 minutes 46 seconds East, 11.54 feet** to an iron pin set, Station 11+19.00, 20.00 feet right;

13) **North 00 degrees 16 minutes 45 seconds East, 88.00 feet** to an iron pin set, Station 12+07.00, 20.00 feet right;

14) **North 45 degrees 16 minutes 45 seconds East, 14.14 feet** to an iron pin set, Station 12+17.00, 30.00 feet right;

MED-MR 929-0.14 PARCEL 1-T

EXHIBIT A

15) **North 00 degrees 16 minutes 45 seconds East, 17.10 feet** to the **Principal Place of Beginning** and containing 3192 square feet or 0.0733 acres of land of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-388.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

John M. Zaranec Jr. P.S. 7126 October 2, 2025

EASEMENT

Habitat for Humanity of Medina County, Ohio, Inc., an Ohio not-for-profit corporation, the Grantor(s), in consideration of the sum of $4,550.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 1 - SH

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-388
Prior Instrument Reference: Instrument 2018OR024278, Medina County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Habitat For Humanity Of Medina County, Ohio, Inc., An Ohio Not-For-Profit Corporation has caused its name to be subscribed by Drew Hall, its Executive Director, and its duly authorized agent on the 2 day of February, 2026.

HABITAT FOR HUMANITY OF MEDINA COUNTY, OHIO, INC., AN OHIO NOT-FOR-PROFIT CORPORATION

SIGN: D Hall

BY & TITLE: Drew Hall, Executive Director

DATE: 2/2/2026

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 2 day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Drew Hall, who acknowledged being the Executive Director and duly authorized agent of Habitat For Humanity Of Medina County, Ohio, Inc., An Ohio Not-For-Profit Corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Drew Hall with regard to the notarial act.

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

NOTARIAL SEAL STATE OF OHIO

Ashley Ryan Sorgen
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 O.R.C.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by or for the The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. Date 10/02/25

PID 120263

PARCEL 1-SH
MED-MR 929-0.14 (HUNTINGTON)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

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

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

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9232, and being a parcel of land that is right (east) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Habitat for Humanity of Medina County, Inc. by Document 2018OR024278 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 245.62 feet along the centerline of said South Huntington Street to a point therein, Station 12+34.07;

Thence South 89 degrees 43 minutes 15 seconds East, 16.50 feet to an iron pin set at the intersection of the easterly line of said South Huntington Street and the southerly line of a parcel of land conveyed to Hawkins Markets, Inc. by Volume 107, Page 625 Medina County Deed Records and being the **Principal Place of Beginning** of the parcel herein described, Station 12+34.07, 16.50 feet right;

Thence with the following six (6) courses:

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

1) **South 89 degrees 51 minutes 52 seconds East, 13.50 feet** along the southerly line of said parcel of land conveyed to Hawkins Markets, Inc. to an iron pin set therein, Station 12+34.10, 30.00 feet right;

2) **South 00 degrees 16 minutes 45 seconds West, 17.10 feet** to an iron pin set, Station 12+17.00, 30.00 feet right;

3) **South 45 degrees 16 minutes 45 seconds West, 14.14 feet** to an iron pin set, Station 12+07.00, 20.00 feet right;

4) **South 00 degrees 16 minutes 45 seconds West, 88.00 feet** to an iron pin set, Station 11+19.00, 20.00 feet right;

5) **South 17 degrees 55 minutes 46 seconds West, 11.54 feet** to an iron pin set at its intersection with the easterly line of said South Huntington Street, Station 11+08.00, 16.50 feet right;

6) **North 00 degrees 16 minutes 45 seconds East, 126.07 feet** along the easterly line of said South Huntington Street to the **Principal Place of Beginning** containing 643 square feet or 0.0148 acres of land of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-388.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M. ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

MED-MR 929-0.14 ~ PARCEL 1-SH

EASEMENT

Habitat for Humanity of Medina County, Ohio, Inc., an Ohio not-for-profit corporation, the Grantor(s), in consideration of the sum of $2,140.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 1 - SW

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-388
Prior Instrument Reference: Instrument 2018OR024278, Medina County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Habitat For Humanity Of Medina County, Ohio, Inc., An Ohio Not-For-Profit Corporation has caused its name to be subscribed by Drew Hall, its Executive Director, and its duly authorized agent on the 2 day of February, 2026.

HABITAT FOR HUMANITY OF MEDINA COUNTY, OHIO, INC., AN OHIO NOT-FOR-PROFIT CORPORATION

SIGN: D. Hall

BY & TITLE: Drew Hall, Executive Director

DATE: 2/2/2026

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 2 day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Drew Hall, who acknowledged being the Executive Director and duly authorized agent of Habitat For Humanity Of Medina County, Ohio, Inc., An Ohio Not-For-Profit Corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Drew Hall with regard to the notarial act.

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

NOTARIAL SEAL STATE OF OHIO

Ashley Ryan Sorgen
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 O.R.C.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by or for the The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 877 SW

Rev. 05/22

Ver. Date 10/02/25

PID 120263

PARCEL 1-SW
MED-MR 929-0.14 (HUNTINGTON)
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER IN THE NAME AND FOR THE USE OF THE CITY OF MEDINA, MEDINA COUNTY, OHIO

A perpetual easement for the construction and maintenance of a sewer in, upon and over the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9232, and being a parcel of land that is right (east) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Habitat for Humanity of Medina County, Inc. by Document 2018OR024278 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 245.62 feet along the centerline of said South Huntington Street to a point therein, Station 12+34.07;

Thence South 89 degrees 43 minutes 15 seconds East, 16.50 feet to an iron pin set at the intersection of the easterly line of said South Huntington Street and the southerly line of a parcel of land conveyed to Hawkins Markets, Inc. by Volume 107, Page 625 Medina County Deed Records, Station 12+34.07, 16.50 feet right;

Thence South 89 degrees 51 minutes 52 seconds East, 13.50 feet along the southerly line of said parcel of land conveyed to Hawkins Markets, Inc. to an iron pin set therein and being the **Principal Place of Beginning** of the parcel herein described, Station 12+34.10, 30.00 feet right;

Thence with the following six (6) courses:

EXHIBIT A

LPA RX 877 SW

Rev. 05/22

1) **South 89 degrees 51 minutes 52 seconds East, 7.50 feet** continuing along the southerly line of said parcel of land conveyed to Hawkins Markets, Inc.to a point therein, Station 12+34.12, 37.50 feet right;

2) **South 00 degrees 16 minutes 45 seconds West, 7.98 feet** to a point, Station 12+26.14, 37.50 feet right;

3) **South 18 degrees 16 minutes 45 seconds West, 56.63 feet** to a point, Station 11+72.28, 20.00 feet right;

4) **North 00 degrees 16 minutes 45 seconds East, 34.72 feet** to an iron pin set, Station 12+07.00, 20.00 feet right;

5) **North 45 degrees 16 minutes 45 seconds East, 14.14 feet** to an iron pin set, Station 12+17.00, 30.00 feet right;

6) **North 00 degrees 16 minutes 45 seconds East, 17.10 feet** to the **Principal Place of Beginning** and containing 390 square feet or 0.0089 acres of land of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-388.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M.
ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

MED-MR 929-0.14 PARCEL 1-SW

TEMPORARY EASEMENT

Spring Grove Properties, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of $300.00, to be paid by City of Medina, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 3-T

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-129
Prior Instrument Reference: Inst. 2014OR000087, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Spring Grove Properties, LLC, an Ohio limited liability company has caused its name to be subscribed by William A Panchak, its duly authorized MEMBER, and its duly authorized agent on the 18th day of December 18, 2025.

SPRING GROVE PROPERTIES, LLC, AN OHIO LIMITED LIABILITY COMPANY

SIGN: William A Panchak

BY: WILLIAM A. PANCHAK

TITLE: MEMBER

DATE: December 18, 2025

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 18 day of December, 2025 before me the subscriber, a Notary Public in and for said state and county, personally came the above named William A. Panchak, who acknowledged being the MEMBER and duly authorized agent of Spring Grove Properties, LLC, an Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to William A. Panchak with regard to the notarial act.

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

NOTARY PUBLIC STATE OF OHIO

FRANK GIAMPIETRO
Notary Public
State of Ohio
My Comm. Expires
July 20, 2030

NOTARY PUBLIC
My Commission expires: 7/20/30

This document was prepared by or for the The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 10/02/25

PID 120263

PARCEL 3-T
MED-MR 929-0.14 (HUNTINGTON)
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO PERFORM GRADING, SIDEWALK AND WATER CONNECTION FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 3697, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Spring Grove Properties, LLC by Document 2014OR000087 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 483.69 feet along the centerline of said South Huntington Street to a point therein, Station 9+96.00;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to its intersection of the westerly line of said South Huntington Street and being the **Principal Place of Beginning** of the parcel herein described, Station 9+96.00, 16.50 feet left;

Thence with the following four (4) courses:

1) **North 89 degrees 43 minutes 15 seconds West, 8.50 feet** to a point, Station 9+96.00, 25.00 feet left;

2) **North 00 degrees 16 minutes 45 seconds East, 11.00 feet** to a point, Station 10+07.00, 25.00 feet left;

3) **North 83 degrees 34 minutes 10 seconds East, 8.56 feet** to its intersection with the westerly line of said South Huntington Street, Station 10+08.00, 16.50 feet left;

EXHIBIT A

4) **South 00 degrees 16 minutes 45 seconds West, 12.00 feet**, along the westerly line of said South Huntington Street to the **Principal Place of Beginning** and containing 98 square feet or 0.0022 acres of land, of which 0.0000 acres of land are within P.R.O.

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-129.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M.
ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

TEMPORARY EASEMENT

Lester W. Fisher and Marilee S. Fisher, Husband and Wife, the Grantor(s), in consideration of the sum of $300.00, to be paid by City of Medina, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 4-T

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-128
Prior Instrument Reference: OR 766, Page 344 & OR Bk.491/Pg.386, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Lester W. Fisher And Marilee S. Fisher, Husband and Wife, have hereunto set their hands on the 20th day of January, 2026.

Lester W. Fisher

Marilee S. Fisher

STATE OF OHIO, COUNTY OF MEDINA. SS:

BE IT REMEMBERED, that on the 20th day of January, 2026 before me the subscriber, a Notary Public in and for said state and county, personally came the above named Lester W. Fisher And Marilee S. Fisher, Husband and Wife who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Lester W. Fisher And Marilee S. Fisher with regard to the notarial act.

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

NOTARY SEAL STATE OF OHIO

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/2029

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 10/02/25

PID 120263

PARCEL 4-T
MED-MR 929-0.14 (HUNTINGTON)
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO PERFORM GRADING, SIDEWALK AND WATER CONNECTION FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 3917, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Lester W. Fisher and Marilee S. Fisher by Volume 766, Page 344 Medina County Deed Records and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 395.24 feet along the centerline of said South Huntington Street to a point therein, Station 10+84.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to its intersection of the westerly line of said South Huntington Street and the southerly line of a parcel of land conveyed to David A. Martin, II and Leslee A. Martin by Document 2008OR011164 Official Records Medina County and being the **Principal Place of Beginning** of the parcel herein described, Station 10+84.45, 16.50 feet left;

Thence with the following four (4) courses:

1) **South 00 degrees 16 minutes 45 seconds West, 12.44 feet**, along the westerly line of said South Huntington Street to a point therein, Station 10+72.00, 16.50 feet left;

2) **North 89 degrees 43 minutes 15 seconds West, 15.50 feet** to a point, Station 10+72.00, 32.00 feet left;

EXHIBIT A

LPA RX 887 T

Rev. 07/09

3) **North 00 degrees 16 minutes 45 seconds East, 12.62 feet** to its intersection with the southerly line of said parcel of land conveyed to David A. Martin, II and Leslee A. Martin , Station 10+84.62, 32.00 feet left;

4) **South 89 degrees 02 minutes 41 seconds East, 15.50 feet** along the southerly line of said parcel of land conveyed to David A. Martin, II and Leslee A. Martin to the **Place of Beginning** and containing 194 square feet or 0.0045 acres of land, of which 0.0000 acres of land are within P.R.O.

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-128.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M.
ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

TEMPORARY EASEMENT

David A. Martin, II and Leslee A. Martin, Husband and Wife, the Grantor(s), in consideration of the sum of $1,125.00, to be paid by City of Medina, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 5-T

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-382
Prior Instrument Reference: Instrument 2008OR011164, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF David A. Martin, II And Leslee A. Martin, Husband and Wife, have hereunto set their hands on the 3rd day of February 2026

David A. Martin, II

Leslee A. Martin

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 3rd day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named David A. Martin, II And Leslee A. Martin who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to David A. Martin, II And Leslee A. Martin with regard to the notarial act.

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

NOTARY SEAL STATE OF OHIO

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/29

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 10/02/25

PID 120263

PARCEL 5-T
MED-MR 929-0.14 (HUNTINGTON)
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO PERFORM GRADING AND WATER CONNECTION, REMOVE LANDSCAPE BED/ROCK WALL AND LAMP POST FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9025, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to David A. Martin, II and Leslee A. Martin by Document 2008OR011164 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 395.24 feet along the centerline of said South Huntington Street to a point therein, Station 10+84.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to its intersection of the westerly line of said South Huntington Street and the northerly line of a parcel of land conveyed to Lester W. Fisher and Marilee S. Fisher by Volume 766, Page 344 Medina County Deed Records, and being the **Principal Place of Beginning** of the parcel herein described, Station 10+84.45, 16.50 feet left;

Thence with the following seven (7) courses:

1) **North 89 degrees 02 minutes 41 seconds West, 15.50 feet** along the northerly line of said parcel of land conveyed to Lester W. Fisher and Marilee S. Fisher to a point therein, Station 10+84.62, 32.00 feet left;

2) **North 00 degrees 16 minutes 45 seconds East, 35.38 feet** to a point, Station 11+20.00, 32.00 feet left;

EXHIBIT A

3) **North 08 degrees 55 minutes 48 seconds West, 24.99 feet** to its intersection with the southerly line of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County, Station 11+44.67, 36.00 feet left;

4) **South 89 degrees 02 minutes 41 seconds East, 16.00 feet** along the southerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher to an iron pin set therein, Station 11+44.48, 20.00 feet left;

5) **South 00 degrees 16 minutes 45 seconds West, 25.48 feet** to an iron pin set, Station 11+19.00, 20.00 feet left;

6) **South 17 degrees 22 minutes 15 seconds East, 11.54 feet** to an iron pin set at its intersection with the westerly line of said South Huntington Street, Station 11+08.00, 16.50 feet left;

7) **South 00 degrees 16 minutes 45 seconds West, 23.56 feet** along the westerly line of said South Huntington Street to the **Principal Place of Beginning** of the parcel herein described, and containing 871 square feet or 0.0200 acres of land, of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-382.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M. ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2. 2025

MED-MR 929-0.14 PARCEL 5-T

EASEMENT

David A. Martin, II and Leslee A. Martin, Husband and Wife, the Grantor(s), in consideration of the sum of $485.00, to be paid by City of Medina, Ohio, the Grantee, do convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 5-SH

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-382
Prior Instrument Reference: Inst.#: 2008OR011164 & Inst.#: 2005OR031716, Medina County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF David A. Martin, II and Leslee A. Martin, Husband and Wife, have hereunto set their hands on the 3rd day of February, 26.

David A. Martin, II

Leslee A. Martin

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 3rd day of February, 26, before me the subscriber, a Notary Public in and for said state and county, personally came the above named David A. Martin, II And Leslee A. Martin, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to David A. Martin, II And Leslee A. Martin with regard to the notarial act.

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

NOTARY SEAL

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/29

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. Date 10/02/25

PID 120263

PARCEL 5-SH
MED-MR 929-0.14 (HUNTINGTON)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

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

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

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9025, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to David A. Martin, II and Leslee A. Martin by Document 2008OR011164 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 395.24 feet along the centerline of said South Huntington Street to a point therein, Station 10+84.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to its intersection of the westerly line of said South Huntington Street and the northerly line of a parcel of land conveyed to Lester W. Fisher and Marilee S. Fisher by Volume 766, Page 344 Medina County Deed Records, Station 10+84.45, 16.50 feet left;

Thence North 00 degrees 16 minutes 45 seconds East, 23.56 feet along the westerly line of said South Huntington Street to an iron pin set therein and being the **Principal Place of Beginning** of the parcel herein described, Station 11+08.00, 16.50 feet left;

EXHIBIT A

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Thence with the following four (4) courses:

1) **North 17 degrees 22 minutes 15 seconds West, 11.54 feet** to an iron pin set, Station 11+19.00, 20.00 feet left;

2) **North 00 degrees 16 minutes 45 seconds East, 25.48 feet** to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County, Station 11+44.48, 20.00 feet left;

3) **South 89 degrees 02 minutes 41 seconds East, 3.50 feet** along the southerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher to an iron pin set at its intersection with the westerly line of said South Huntington Street. Station 11+44.45, 16.50 feet left;

4) **South 00 degrees 16 minutes 45 seconds West, 36.44 feet** along said westerly line of said South Huntington Street to the **Principal Place of Beginning** of the parcel herein described, and containing 108 square feet or 0.0025 acres of land, of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-382.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M.
ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

MED-MR 929-0.14 PARCEL 5-SH

TEMPORARY EASEMENT

Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, the Grantor(s), in consideration of the sum of $1,180.00, to be paid by City of Medina, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 6-T

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-395
Prior Instrument Reference: 2025PL000037 & Inst.#: 2024OR018625, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, have hereunto set their hands on the 3rd day of February, 2026.

Lester W. Fisher

Marilee H. Fisher aka Marilee S. Fisher

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 3rd day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher with regard to the notarial act.

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

NOTARY SEAL STATE OF OHIO

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/2029

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 10/02/25

PID 120263

PARCEL 6-T
MED-MR 929-0.14 (HUNTINGTON)
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO PERFORM GRADING, DRIVE APRON AND (1) 18" TREE REMOVAL FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9437, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 335.24 feet along the centerline of said South Huntington Street to a point therein, Station 11+44.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to an iron pin set at its intersection of the westerly line of said South Huntington Street and the northerly line of a parcel of land conveyed to David A. Martin, II and Leslee A. Martin by Document 2008OR011164 Official Records Medina County, Station 11+44.45, 16.50 feet left;

Thence North 89 degrees 02 minutes 41 seconds West, 3.50 feet along the northerly line of said parcel of land conveyed to David A. Martin, II and Leslee A. Martin to an iron pin set therein and being the **Principal Place of Beginning** of the parcel herein described, Station 11+44.48, 20.00 feet left;

Thence with the following four (4) courses:

1) **North 89 degrees 02 minutes 41 seconds West, 16.00 feet** continuing along the northerly line of said parcel of land conveyed to David A. Martin, II and Leslee A. Martin to a point therein, Station 11+44.67, 36.00 feet left;

EXHIBIT A

2) **North 00 degrees 16 minutes 45 seconds East, 40.00 feet** to its intersection with the southerly line of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County, Station 11+84.67, 36.00 feet left;

3) **South 89 degrees 02 minutes 41 seconds East, 16.00 feet** along the southerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher to an iron pin set therein, Station 11+84.48, 20.00 feet left;

4) **South 00 degrees 16 minutes 45 seconds West, 40.00 feet** to the **Principal Place of Beginning** of the parcel herein described, and containing 640 square feet or 0.0147 acres of land, of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-395.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M. ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

EASEMENT

Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, the Grantor(s), in consideration of the sum of $465.00, to be paid by City of Medina, Ohio, the Grantee, do convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 6-SH

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-395
Prior Instrument Reference: 2025PL000037 & Inst.#:2024OR018625, Medina County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Lester W. Fisher And Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, have hereunto set their hands on the 3rd day of February, 2026.

Lester W. Fisher

Marilee H. Fisher aka Marilee S. Fisher

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 3rd day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Lester W. Fisher And Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher with regard to the notarial act.

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

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/2029

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. Date 10/02/25

PID 120263

PARCEL 6-SH
MED-MR 929-0.14 (HUNTINGTON)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

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

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

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9437, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Transfer Date July 30, 2025 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 335.24 feet along the centerline of said South Huntington Street to a point therein, Station 11+44.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to an iron pin set at its intersection of the westerly line of said South Huntington Street and the northerly line of a parcel of land conveyed to David A. Martin, II and Leslee A. Martin by Document 2008OR011164 Transfer Date May 19, 2008 Official Records Medina County, and being the **Principal Place of Beginning** of the parcel herein described, Station 11+44.45, 16.50 feet left;

EXHIBIT A

LPA RX 871 SH

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Thence with the following four (4) courses:

1) **North 89 degrees 02 minutes 41 seconds West, 3.50 feet** along the northerly line of said parcel of land conveyed to David A. Martin, II and Leslee A. Martin to an iron pin set therein, Station 11+44.48, 20.00 feet left;

2) **North 00 degrees 16 minutes 45 seconds East, 40.00 feet,** to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County, Station 11+84.48, 20.00 feet left;

3) **South 89 degrees 02 minutes 41 seconds East, 3.50 feet** along the southerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher to an iron pin set at its intersection with the westerly line of said South Huntington Street, Station 11+84.45, 16.50 feet left;

4) **South 00 degrees 16 minutes 45 seconds West, 40.00 feet** along the westerly line of said South Huntington Street to the **Principal Place of Beginning** of the parcel herein described, and containing 140 square feet or 0.0032 acres of land, of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System. Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-395.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M. ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

MED-MR 929-0.14 PARCEL 6-SH

TEMPORARY EASEMENT

Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, the Grantor(s), in consideration of the sum of $2,276.00, to be paid by City of Medina, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 7 - T

MED-MR 929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-396
Prior Instrument Reference: 2025PL000037 & 2024OR018625, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, have hereunto set their hands on the 3rd day of February, 2026.

Lester W. Fisher

Marilee H. Fisher

Marilee H. Fisher aka Marilee S. Fisher

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 3rd day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Lester W. Fisher and Marilee S. Fisher with regard to the notarial act.

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

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/2029

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 10/02/25

PID 120263

PARCEL 7-T
MED-MR 929-0.14 (HUNTINGTON)
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO PERFORM GRADING, DRIVE APRON, BRIDGE FOOTING, RECONSTRUCTION OF STACKED ROCK WALL AND (1) 8", (2) 12", (1) 18" TREE AND (1) 15" STUMP REMOVAL
FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9438, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 295.24 feet along the centerline of said South Huntington Street to a point therein, Station 11+84.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to an iron pin set at its intersection of the westerly line of said South Huntington Street and the northerly line of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County, Station 11+84.45, 16.50 feet left;

Thence North 89 degrees 02 minutes 41 seconds West, 3.50 feet along the northerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher to an iron pin set therein and being the **Principal Place of Beginning** of the parcel herein described, Station 11+84.48, 20.00 feet left;

Thence with the following ten (10) courses:

1) **North 89 degrees 02 minutes 41 seconds West, 16.00 feet** continuing along the

northerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher, Station 11+84.67, 36.00 feet left;

2) **North 19 degrees 31 minutes 49 seconds West, 8.85 feet** to a point, Station 11+93.00, 39.00 feet left;

3) **North 00 degrees 16 minutes 45 seconds East, 9.00 feet** to a point, Station 12+02.00, 39.00 feet left;

4) **North 31 degrees 14 minutes 35 seconds East, 11.66 feet** to a point, Station 12+12.00, 33.00 feet left;

5) **North 20 degrees 45 minutes 30 seconds West, 27.86 feet** to a point, Station 12+38.00, 43.00 feet left;

6) **North 00 degrees 16 minutes 45 seconds East, 46.05 feet** to its intersection with the southerly line of a parcel of land conveyed to Gaetana Campea and Giuseppina Campea by Document 2003OR008346 Official Records Medina County, Station 12+84.05, 43.00 feet left;

7) **North 89 degrees 26 minutes 29 seconds East, 13.00 feet** along the southerly line of said parcel of land conveyed to Gaetana Campea and Giuseppina Campea to an iron pin set therein, Station 12+84.24, 30.00 feet left;

8) **South 00 degrees 16 minutes 45 seconds West, 67.24 feet** to an iron pin set, Station 12+17.00, 30.00 feet left;

9) **South 44 degrees 43 minutes 15 seconds East, 14.14 feet** to an iron pin set, Station 12+07.00, 20.00 feet left;

10) **South 00 degrees 16 minutes 45 seconds West, 22.52 feet** to the **Principal Place of Beginning** of the parcel herein described, and containing 1286 square feet or 0.0295 acres of land, of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

MED-MR 929-0.14 PARCEL 7-T

EXHIBIT A

LPA RX 887 T

Rev. 07/09

The above described parcel being part of Auditor's Parcel Number 028-19C-05-396.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

STATE OF OHIO
JOHN M.
ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

EASEMENT

Lester W. Fisher and Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, the Grantor(s), in consideration of the sum of $6,224.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 7 - SH

MED-MR929-0.14

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-05-396
Prior Instrument Reference: 2025PL000037 & 2024OR018625, Medina County Recorder's Office.

Grantor(s), for himself and his successors and assigns, covenant(s) with the Grantee, its successors and assigns, that he is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Lester W. Fisher And Marilee H. Fisher aka Marilee S. Fisher, Husband and Wife, have hereunto set their hands on the 3rd day of February, 2026.

Lester W. Fisher

Marilee H. Fisher aka Marilee S. Fisher

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 3rd day of February, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Lester W. Fisher And Marilee H. Fisher, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Lester W. Fisher And Marilee H. Fisher with regard to the notarial act.

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

RYAN MICHAEL BURGESS
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires 07/06/2029

NOTARY PUBLIC
My Commission expires: 7/06/2029

This document was prepared by: The City of Medina, Ohio, on a form approved by the Office of the Attorney General of Ohio.

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. Date 10/02/25

PID 120263

PARCEL 7-SH
MED-MR 929-0.14 (HUNTINGTON)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

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

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

[Surveyor's description of the premises follows]

Situated in State of Ohio, County of Medina, City of Medina, City Lot 9438, and being a parcel of land that is left (west) of the centerline of South Huntington Street, 33.00 feet wide, and being part of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Transfer Date July 30, 2025 Official Records Medina County and bounded and described as follows:

Beginning at a 3/4-inch iron pin monument found at the intersection of the centerline of said South Huntington Street and the centerline of West Smith Road, 60.00 feet wide, Station 14+79.69;

Thence South 00 degrees 16 minutes 45 seconds West, 295.24 feet along the centerline of said South Huntington Street to a point therein, Station 11+84.45;

Thence North 89 degrees 43 minutes 15 seconds West, 16.50 feet to an iron pin set at its intersection of the westerly line of said South Huntington Street and the northerly line of a parcel of land conveyed to Lester W. and Marilee H. Fisher by Document 2025PL000037 Official Records Medina County, and being the **Principal Place of Beginning** of the parcel herein described, Station 11+84.45, 16.50 feet left;

Thence with the following six (6) courses:

1) **North 89 degrees 02 minutes 41 seconds West, 3.50 feet** along the northerly line of said parcel of land conveyed to Lester W. and Marilee H. Fisher to an iron pin set therein, Station 11+84.48, 20.00 feet left;

2) **North 00 degrees 16 minutes 45 seconds East, 22.52 feet** to an iron pin set, Station 12+07.00, 20.00 feet left;

3) **North 44 degrees 43 minutes 15 seconds West, 14.14 feet** to an iron pin set, Station 12+17.00, 30.00 feet left;

4) **North 00 degrees 16 minutes 45 seconds East, 67.24 feet** to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Gaetana Campea and Giuseppina Campea by Document 2003OR008346 Transfer Date February 21, 2003 Official Records Medina County, Station 12+84.24, 30.00 feet left;

5) **North 89 degrees 26 minutes 29 seconds East, 13.50 feet** along the southerly line of said parcel of land conveyed to Gaetana Campea and Giuseppina Campea to an iron pin set at its intersection with the westerly line of said South Huntington Street, Station 12+84.45, 16.50' left;

6) **South 00 degrees 16 minutes 45 seconds West, 100.00 feet** along the westerly line of said South Huntington Street to the **Principal Place of Beginning** of the parcel herein described, and containing 1073 square feet or 0.0246 acres of land of which 0.0000 acres of land are within P.R.O.

All iron pins set are 5/8-inch by 30-inch-long rebar with cap marked "ZARANEC PS-7126".

The bearings used in this description are based on ODOT Ohio County Coordinate System, Medina County NAD 83 (2011).

The above described parcel being part of Auditor's Parcel Number 028-19C-05-396.

This description was prepared by John M. Zaranec, Jr., P.S. 7126 of Euthenics Inc. and was based on a survey performed by Euthenics Inc. in March 2025.

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

STATE OF OHIO
JOHN M.
ZARANEC, JR.
S-7126
REGISTERED
PROFESSIONAL SURVEYOR

John M. Zaranec Jr. P.S. 7126 October 2, 2025

REQUEST FOR COUNCIL ACTION

No. RCA - 26 - 052 - 2/23

FROM: Jansen Wehrley/Mayor Shields JW

Committee: Finance

DATE: February 17 , 2026

SUBJECT: Agreement with Medina County Park District- "BMW Trail"

SUMMARY AND BACKGROUND:

Respectfully requesting Council to authorize Mayor Shields to enter into agreement with the Medina County Park District to provide partial funding for a trail consultant to determine the feasibility of a recreational trail project linking Brunswick, Medina, and Wadsworth (the "BMW Trail") together with other trail opportunities.

Project budget is $180,000.00 split between Brunswick, Medina, Wadsworth, and Medina County Park District over a three-year period beginning in 2026.

The agreement has been approved by the Law Director and Medina County Park District Legal Counsel.

See attached.

Estimated Cost: $45,000.00 ($15,000.00 in 2026, 2027, 2028)
Suggested Funding: 001-0707-52226

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

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

AGREEMENT BETWEEN THE CITY OF MEDINA AND THE MEDINA COUNTY PARK DISTRICT

THIS AGREEMENT (the "**Agreement**") is entered into by and between the City of Medina, an Ohio municipal corporation, located at 132 North Elmwood Avenue, Medina, Ohio 44256 (the "**City**"), and the Medina County Park District, a political subdivision of the State of Ohio, located at 6364 Deerfield Lane, Medina, Ohio 44256 (the "**MCPD**").

WHEREAS, subject to annual appropriations by Medina City Council as required by law, the City wishes to provide partial funding for a trail consultant to determine the feasibility of a recreational trail project linking Brunswick, Medina and Wadsworth (the "**BMW Trail**"), together with other trail opportunities; and

WHEREAS, MCPD has the expertise, resources and experience with trail projects and intends to manage design services related to the proposed BMW Trail.

NOW, THEREFORE, in consideration of the following terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) **Services to be provided by MCPD**. MCPD shall provide the following deliverables (collectively the "**Deliverables**") to the City:

   a. MCPD shall issue a request for qualifications/request for proposal ("**RFQ/RFP**") in the first quarter of 2026 for a qualified consultant (the "**Consultant**") for the purpose of analyzing existing conditions and to provide reporting regarding existing trails, protected lands, rights of way, utility corridors, existing bikeway and pedestrian plans and concepts, and other reviews upon which BMW Trail could be considered (the "**Consulting Services**").

   b. MCPD shall, in accordance with all applicable law, select a Consultant that MCPD deems best to provide the Consulting Services and shall enter into an agreement with such Consultant (an agent of MCPD) upon such terms and conditions agreed upon by MCPD and the Consultant which shall provide for, without limitation: (i) the scope of work and a cost allocation for years 2026, 2027 and 2028; (ii) funding strategies; and (iii) implementation strategies with prioritized short- and long-term engineering and construction analysis.

   c. MCPD shall provide formal, written reports and recommendations received from the Consultant to the City within five (5) business days of receipt thereof.

2) **Reimbursement to MCPD**. Subject to annual appropriations by Medina City Council as required by law, the City shall make three (3) payments of Fifteen Thousand Dollars ($15,000.00) each to MCPD for the Consulting Services to be

performed in 2026, 2027 and 2028, which payments shall be non-refundable to the City except in the event that this Agreement is terminated due to a non-cured default by MCPD.

3) **Payment Terms**. MCPD shall submit annual invoices to the City in February 2026 for work to be done in 2026, December 2026 for work to be done in 2027, and December 2027 for work to be done in 2028. Subject to annual appropriations by Medina City Council as required by law, the City shall remit payment to MCPD within sixty (60) days of receipt of an invoice.

4) **Term**. This Agreement shall commence on the date of full execution of this Agreement (the "**Effective Date**") and shall continue until December 31, 2028, or until terminated by either party, with or without cause, upon thirty (30) days' prior written notice. This Agreement shall automatically terminate in the event that the Medina City Council does not appropriate sufficient funding for 2027 or 2028. Early termination of this Contract by the City shall not entitle the City to any refund or reimbursement, and payments made to MCPD shall be non-refundable, absent a material violation of this Contract by MCPD.

5) **Hold Harmless**. Each party hereto shall hold the other party and its officers, directors, employees, agents and insurers harmless from all damages, losses, claims, actions, lawsuits, costs or liabilities for injury, including death, or damage to persons or property arising out of the activities covered in this Agreement which result in whole or in part from the acts, negligence, or willful misconduct of such party, or its officers, directors, employees or agents.

6) **Assignment**. This Agreement is not assignable without the prior written consent of both the City and the MCPD.

7) **Default/Remedies**. In the event of a material default by either party in the performance of its obligations hereunder, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party within thirty (30) days, the non-defaulting party may terminate this Agreement. In the event of termination, the defaulting party shall have no further rights or obligations under this Agreement; however, the defaulting party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination. In the event that the City terminates this Agreement due to the uncured default of MCPD, any amounts paid hereunder for the subject calendar year shall be reimbursed to the City on a prorated basis.

8) **Miscellaneous**. This Agreement shall be governed by the laws of the State of Ohio with exclusive jurisdiction in the State courts located in Medina County, Ohio. This Agreement contains the entire agreement between the parties and any amendment hereto shall be mutually agreed upon in writing by the parties hereto.

9) **Compliance with Law.** MCPD shall comply with all applicable federal, state and local laws, rules and regulations in the performance of its obligations under this Agreement including, without limitation, public bidding, purchasing and solicitation laws, and private property and trespass laws.

10) **Notices**. All notices, which either party hereto may give, shall be addressed, in the case of the City, as follows:

The City of Medina
Attn: Mayor
132 North Elmwood Avenue
Medina, Ohio 44256
Email: jshields@medinaoh.org

And in the case of MCPD, as follows:

Medina County Park District
Attn: Director
6364 Deerview Lane
Medina, Ohio 44256
Email: neppink@medinacounty.gov

Such notices shall be (a) delivered personally or (b) sent by certified mail to the above addresses, or such other addresses as either party may direct, or (c) sent by email.

11) **Binding Effect**. This Agreement and all rights hereunder shall inure to the benefit of the parties hereto and shall be binding upon them and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates indicated below.

MEDINA COUNTY PARK DISTRICT

_____
Nathan D. Eppink, Director

Date: _____

CITY OF MEDINA

_____
James A. Shields, Mayor

Date: _____

Approved as to form:

_____
Gregory A. Huber, Law Director

RCA 26-053-2/23

Finance Only

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

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

Date: 2/18/2026 **Department:** IT

Amount requested: $29,000 **BOC Approval Date:** _____

Fill below for increases only (Finance Use Only)

Increase Amount: _____ **PO Number to increase:** _____

New PO Total with increase: _____

Account Number: 388-0714-53315

Vendor: TEGOH T0021

Department Head/Authorized Signature: D. Z

Item/Description: Barracuda Security Cyber Security Software Platform
0365, email gateway, network traffic, server, for 1 year
Includes SOC monitoring of modules listed above

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

Date Approved/Denied by Finance Committee: _____

_____ **Date to Finance:** _____
Clerk of council

- **Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.**
- **Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.**
  Thank you.

Revised: 5/7/2025

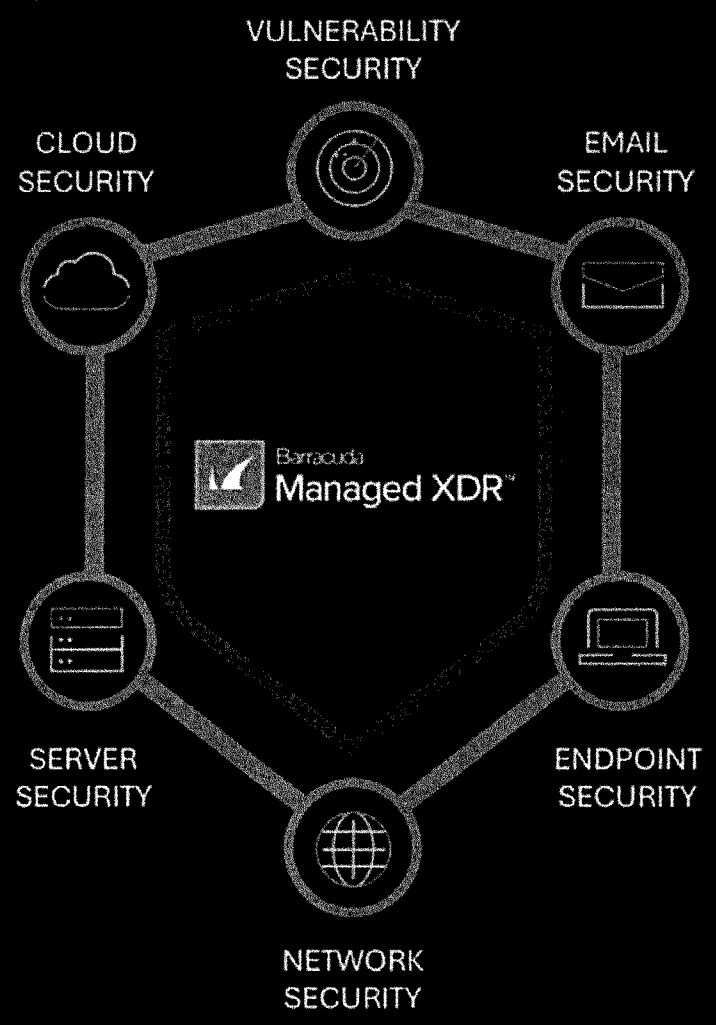
Barracuda Managed XDR

24/7/365 SOC

5 SOC coverage is critical for ensuring
ous threat detection, rapid response,
mized risk from sophisticated attacks
that can occur at any time.

Centralized Data

ized security data in a managed SIEM
comprehensive visibility, accelerated
tection, and faster incident response
egrated, real-time analysis across all
security layers.



Automation & AI

Automation & AI in an XDR solution are
swiftly identifying and neutralizing threa
reducing dwell time, and minimizing po
damage across the entire security envi

Proactive Threat Dete

Proactive threat detection identifies an
potential cyber threats before they can
This proactive approach empowers org
stay ahead of evolving threats, ensurin
protection and peace of mind.

ESTIMATE

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

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

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

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

Estimate details
Estimate no.: 2023
Estimate date: 02/17/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**XDR-CLOUD-MON-MB-1M**	XDR, Cloud, Monitor, Mailbox, Monthly	170	$4.90	$833.00
2.		**XDR-NTWK-MON-DVC-1M**	XDR, Network, Device, 1M	9	$60.00	$540.00
3.		**XDR-SVR-MON-DVC-1M**	XDR, Server, Device, 1M	8	$30.625	$245.00
4.		**XDR-EMAIL-MON-MB-1M**	XDR, Email, Monitor, Mailbox, Monthly	170	$1.25	$212.50
5.		**XDR-VULN-SEC-IP-1M**	Managed Vulnerability Security, per IP Address, 1 Month, MSP (XDR)	150	$4.69	$703.50
6.			Yearly cost is $2534 * 12 = $30,408 less one month free: $30,408-$2534 = $27,874. The first year commit is $27,874			
7.		**MISC Services**	Managed Vulnerability Security on-boarding - 1 time charge	1	$750.00	$750.00

Total **$3,284.00** /mo
27,874 /yr

Note to customer

Note: Barracuda will give us on month free if we can complete the transaction in February.

REQUEST FOR COUNCIL ACTION

From: Gregory A. Huber, Law Director

No. RCA 26-054-2/23

Date: February 18, 2026

Committee: Finance

Subject: Medina Municipal Airport

Summary and background: Request that Medina City Council approve a Lease Agreement and Construction Addendum for the Mayor's signature. These agreements permit the construction of a building that includes ten new airplane hangars.

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ___ No ___

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

HANGAR LEASE AGREEMENT

(Non-Commercial Operations with Construction Addendum)

This Lease ("Lease") is made and entered into this _____ day of _____, 2026 by and between the **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, with an address at 132 N. Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Landlord"), and **COLD STREAM AIR SERVICES, INC.**, an Ohio Corporation, with an address at 2050 Medina Road, Medina, Ohio 44256 (hereinafter referred to as "Tenant").

RECITALS

A. Landlord is the owner of the Medina Municipal Airport (the "Airport") in Sharon, Township, Ohio.

B. Tenant desires to lease an undeveloped portion of commercial land at the Airport being 0.40367 acres, more or less, and identified as Medina County, Ohio parcel number 033-12A-07-01 (the "Premises"). The Premises are depicted on **Exhibit A** attached hereto.

C. Tenant has represented to the Landlord that upon execution of this Lease, Tenant shall promptly develop the Premises by constructing an aircraft hangar and related improvements pursuant to the Construction Addendum (the "Addendum") attached hereto and incorporated herein by this reference.

NOW, THEREFORE, it is agreed as follows:

1. Premises. The Landlord hereby leases the Premises to Tenant for and as an undeveloped aircraft hangar site to be developed by Tenant with construction of a T-hangar building (the "Hangar") for storage of a aircraft and related site improvements ("Site Improvements"). The Hangar is to be developed with divisions into separate T-hangar units, each intended to be suitable for housing a single aircraft (one aircraft per T-Hangar within the Hangar) to be stored and operated at the Airport. The Site Improvements and Hangar are to be developed as provided in the Addendum.

2. Purposes. Following development of the Hangar and Site Improvements, Tenant shall use and occupy the Premises solely for the following purposes and no others: (a) operation of aircraft owned or leased solely by Tenant, itself, or renters of the respective individual T-Hangar units constituting a part of the Hangar (hereinafter "T-Hangar Renters" and individually each a "T-Hangar Renter"); (b) inside hangar storage of aircraft owned by Tenant and/or inside hangar storage of aircraft owned by a T-Hangar Renter with terms not exceeding the Term of this Lease; (c) self-performed minor service and self-performed minor maintenance of aircraft owned by Tenant or self-performed minor service performed by the T-Hangar Renter on such T-Hangar Renter's aircraft.. For purposes hereof, the phrase "aircraft owned by Tenant" shall mean aircraft in which the Tenant has at least a fifty-one percent (51%) ownership interest or where the aircraft is leased or used at least on a fifty-one percent (51%) basis by Tenant. For purposes hereof, the phrase "aircraft owned by a T-Hangar Renter" shall mean aircraft in which the T-

Hangar Renter has at least a fifty-one percent (51%) ownership interest or where the aircraft is leased or used at least on a fifty-one percent (51%) basis by such T-Hangar Renter.

3. Prohibited Purposes. In addition to other uses that are prohibited, Tenant shall not use or occupy the Premises or any part thereof, nor permit any portion of the Premises or any T-Hangar to be used, for any of the following purposes: (a) service or maintenance by Tenant or any T-Hangar Renter on any aircraft or aircraft component not owned by the Tenant performing self-service or self-maintenance or by such T-Hangar Renter performing self-service or self-maintenance; (b) outside storage of aircraft or other items (for example, "tie-downs" at the Premises are not permitted); (c) fueling or self-fueling of any aircraft; (d) storage of non-aeronautical items or personal property (including, but not limited to, by way of example trailers, cars, boats, furniture; (c) any use that is not specifically authorized in Section 2 above.

4. Term of Lease. The term ("Term") of this Lease shall be for a period of thirty-five (35) years commencing on the _____ day of _____, 2026 (the "Commencement Date") and continuing for thirty (30) years, unless earlier terminated under the provisions of this Agreement.

(a) Right of First Refusal. The Tenant has the first right to renew the Lease for up to one (1), twenty (20) year term consecutive to the original term, if any. Renewal of the Lease is not automatic and is subject to renegotiation based on the most current market rate and lease provisions as updated by the Landlord from time to time. Landlord and Tenant shall act in good faith.

5. Rent; Utilities; Real Estate Taxes & Assessments.

(a) Rent. Tenant shall pay Landlord base rent ("Base Rent") for the Premises in the amount of One Thousand Eight Hundred and NO/100ths Dollars ($1,800.00) per annum in monthly installments of One Hundred Fifty and NO/100ths Dollars ($150.00) each, due in advance on the first day of each month commencing _____. Per annum Base Rent shall be increased (but not decreased) as of each fifth anniversary of the Commencement Date to the then fair market field rent ("Fair Market Field Rent") determined by Landlord to be applicable for hangar lease sites at the Airport. Fair Market Field Rent may be determined by independent appraisal or other bona fide valuation method determined by Landlord to fix Fair Market Field Rent for various lease sites at the Airport. Base Rent and other amounts payable by Tenant to Landlord shall be delivered to: Medina Airport Manager – c/o Cold Stream Air Services, _____.

(b) Utilities. In addition to Base Rent, Tenant shall pay for all utility services used or consumed at the Premises, including but not limited to, water, electric, communication/date, gas, and sewer. In the event the Premises is not separately metered for any particular utility or service, Landlord shall have the right to assess a monthly charge estimated in good faith by Landlord. The utility charges shall be due and payable monthly with installments of Base Rent.

(c) Real Estate Taxes and Assessments. Tenant shall pay, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all real estate taxes, assessments and other governmental impositions (collectively "Impositions") related to the Premises during the Term; provided, however, that if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition) Tenant, with Landlord's prior written consent, may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the Term as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, further, however, that the amount of all installments of any such Imposition which are to become due and payable after the expiration of the Term shall be paid on or before the date of such expiration. It is further provided that any Imposition, other than Impositions which have been converted into installment payments by Tenant, relating to a fiscal period of the taxing authority, a part of which period is included in a period of time after the expiration of the Term, shall be apportioned between Landlord and Tenant as of the expiration of the Term.

Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, Tenant may postpone or defer payment of such Imposition if neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

Landlord shall use reasonable efforts to obtain real estate tax assessments for the Premises which are segregated from the remainder of Landlord's properties. In the event that such segregated assessments are obtained, Landlord shall cooperate with Tenant in requesting the appropriate public authorities to send all notices relating to Impositions directly to Tenant during the Term; Tenant shall promptly deliver to Landlord copies of all such notices received by Tenant. If Landlord is unable to obtain real estate tax assessments for the Premises segregated from the remainder of Landlord's properties, Landlord will provide Tenant with documentation indicating the portion of real estate tax assessments applicable to the Premises and Tenant shall pay such Imposition directly to the public authority before the same becomes due.

6. Access Fee. The Tenant acknowledges the right of the Landlord 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 building having multiple individual aircraft storage units) is treated as an aircraft hangar with each separate storage space

charged the Access Fee. As of the date of this Lease, 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 Landlord. The Premises is conclusively presumed to be occupied by an aircraft each month unless the Tenant establishes the same was at no time occupied by an aircraft during such month.

7. Delinquent Payment. In the event Tenant is more than five (5) days late in paying any amount of Base Rent, Access Fees or any other payment due under this Lease, then without the need for any further notice to Tenant, Tenant shall pay Landlord a late charge equal to five percent (5%) of the delinquent amount. In addition, any amount due from Tenant to Landlord hereunder which is not paid within thirty (30) days of the date due shall bear interest at a monthly rate of percent (1.0%). The payment of such late charge or interest by Tenant shall not constitute a waiver of any default by Tenant hereunder.

8. Assignment; Subletting. The Tenant shall not assign this lease, nor permit the transfer thereof by law or otherwise, nor, except as expressly provided in this Lease, sublet the Premises, any T-Hangar, or any part thereof, without prior written consent of the Landlord. Short term subleasing of T-Hangars to third parties for aircraft storage pursuant to Section 2 is not prohibited provided such otherwise complies with this Lease. FOR AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCE MAY TENANT EFFECTUATE OR ATTEMPT TO EFFECTUATE AN OWNERSHIP OR LEASEHOLD STRUCTURE OR ENTITY STRUCTURE (SUCH AS A SO-CALLED COOPERATIVE OR CONDOMINIUM OR INTERVAL OWNERSHIP STRUCTURE OR SIMILAR ARRANGEMENT) WHEREBY ANY PERSON OR ENTITY WOULD HAVE THE RIGHT TO USE ONE OR MORE T-HANGARS OWNED OR CONTROLLED BY THE ENTITY BY VIRTUE OF OWNERSHIP OF AN INTEREST IN THE ENTITY AS OPPOSED TO BECOMING A DIRECT T-HANGAR SUBTENANT . FURTHER NO T-HANGAR RENTER IS PERMITTED TO DIRECTLY OR INDIRECTLY CONCURRENTLY LEASE MORE THAN ONE T-HANGAR AT THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDLORD.

9. Landlord Access. Landlord has the right to access the Premises at any time for fire, electrical or safety inspections, compliance review, and/or maintenance or in the case of an emergency. Except in the case of an emergency, Landlord shall provide 24-hour notice (which notice may be phone, email or otherwise) of intended entry. Locks provided may not be modified or changed. Any hangar locked with owner provided locks must have a duplicate key placed with the Landlord or the Airport Manager appointed by the Landlord.

10. Alterations. After completion of construction under the Addendum, Tenant shall make no structural alterations or additions to the Premises without prior written consent of the Landlord and all alterations, additions and improvements in any manner fastened to the Premises, shall become a part of the Premises and shall be surrendered to the Landlord at the termination of this Lease, whether terminated by lapse of the time or otherwise, without compensation to the Tenant. Notwithstanding the foregoing, Landlord shall have the right to require that Tenant remove alterations, additions and improvements from the Premises leaving the same in good condition and repair. Such removal shall be at Tenant's sole cost. Should Tenant fail to remove

alterations, additions and improvements as required by Landlord, Landlord may do so at Tenant's cost and expense. Tenant shall pay such cost and expense within ten (10) days of Landlord's submission of an invoice therefor.

11. Damage, Injury or Loss. All personal property on the Premises of Tenant, its subtenants, invitees or licensees shall be at the risk of the Tenant only, and the Landlord shall not be liable for any damages to or loss of such property, or to the Premises or to Tenant, or to any other persons or property, caused by water, fire, electricity, wind, sewage, gas or odors or by any act or neglect of other tenants, occupants or the employees of the Landlord, or any other person, or caused in any other manner whatsoever.

12. Combustible and/or Hazardous Materials. Tenant shall not or allow any person to dispense fuel into aircraft or vehicles on the Premises: fuel stored outside of aircraft or vehicle fuel tanks, shall be limited to five (5) gallons and stored only in U.L. approved storage containers. No other combustible materials shall be stored in the Premises. Tenant shall conduct itelf and its activities on or at any portion of the Premises and cause all invitees, licensees, contractors and agents to act, in such a manner as to (i) not release or permit the release of any Hazardous Material; (ii) not unlawfully store, use or dispose of any Hazardous Material; and (iii) not create any nuisance or unreasonable interference with or disturbance of other tenants or users of the Airport or Landlord. "Hazardous Material" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises is located or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen. Tenant hereby shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses and costs arising from or asserted in connection with: (i) Tenant's breach of any of the covenants set forth in this Section 12 and/or (ii) to the extent caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant, the presence on, under, or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises, the building, the land surrounding, the atmosphere, or any watercourse, body of water or ground water, of any Hazardous Material. The undertaking and indemnification set forth in this Section 12 shall survive the termination of this Lease.

13. Waste; Rubbish. The Tenant shall promptly remove from the Premises all waste and rubbish regularly and upon being notified so to do either be the Landlord or by any State or Municipal authority. In the event of the Tenant fails to remove any of such waste, rubbish, or to properly dispose of or deposit such items, the Landlord may, at Landlord's option, remove the same and any expense incurred in so doing shall become part of the rental of the Premises herein leased and shall be payable to the Landlord upon demand.

14. Maintenance and Repair. It shall be Tenants obligation to maintain the Premises and all improvements and buildings upon the Premises, both exterior and interior, in good, safe condition and repair at all times. Tenant will keep the floors clean from oil or other stains. Any

inside or outside fixtures and other improvements, such as lights, antennas or other improvements must be approved by Landlord in writing. Landlord shall not be responsible for the cost of making any repairs, alternations or improvements at or upon the Premises. The cost of all improvements and repairs of the Premises and keeping of the same in good order and repair shall be paid by the Tenant except as to such repairs as are made necessary by such damages as Tenant can affirmatively show by clear and convincing evidence resulted from the fault or negligence of Landlord.

15. Obstructions; Signage. Neither the Tenant nor Tenant's employees, invitees or licensees shall obstruct in any way the areas, aprons and taxiways around the Premises and shall not without first receiving the written consent of said Landlord place signage on the outside of the buildings upon Premises nor upon the balance of the exterior areas on the grounds surrounding said buildings.

16. Surrender. The Tenant shall, at the termination of this Lease whether by lapse of time or otherwise, return said Premises to the Landlord in as good condition as when received with the building and improvements thereon constructed and maintained as contemplated by this Lease and the Addendum, loss by ordinary wear, tear, fire and casualty or the elements excepted, and by midnight of the date of termination of this Lease shall remove all rubbish, waste material and all the Lessee's property from the Premises, and shall surrender all keys to said premises in Tenant's possession whether such keys were provided by the Landlord or by the Tenant.

17. Insurance. Tenant shall, during the entire term of this Lease, keep in full force and affect the following insurance:

(a) Aircraft Liability Insurance with limits of liability shall not be less than $100,000.00 per person and $1,000,000.00 per accident.

(b) Comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring on or in the Premises, with a combined single limit of not less than Three Million Dollars ($3,000,000.00), or the equivalent thereof.

(c) A copy of each policy or a certificate of insurance shall be delivered to the Landlord at the inception of the Term and thereafter upon Landlord's request.

(d) The amount of insurance shall be increased as Landlord may reasonably require from time to time to account for inflation or generally increased insurance recommendation by Landlord's insurance advisor.

18. Compliance with Law; Rules and Regulations. Tenant shall promptly comply with and shall cause each licensee and invitee at the Premises to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to

the Premises or to the use or manner of use of the Premises or any part thereof. Tenant shall comply and cause each licensee and invitee at the Premises with all rules and regulations issued by Landlord and/or Airport Manager from time to time, including, but not limited to regulations concerning signage, Minimum Standards of Operation, and security and operations. Tenant specifically acknowledges that Tenant is familiar with the FAA grant assurances that are imposed upon the Landlord from time to time in connection with grants obtained by Landlord (the "Grant Assurances"). The Grant Assurances as modified from time to time are incorporated herein by reference and Tenant agrees to comply with such Grant Assurances so far as applicable to or imposed upon the Premises and/or activities thereat. Copies of Grant Assurances are also available upon request from time to time from the Landlord by written request.

19. Entire Agreement. This Lease and the attached hereto and documents incorporated by reference express the entire agreement of the parties thereto. The Tenant hereby expressly agrees that the Landlord has made no statement or promises, has not entered into any undertaking verbal or otherwise, in conflict with this lease or that invalidates, changes or enlarges any of its provisions or that makes Landlord liable for any damage; that Landlord has made no promises or representations except such are endorsed hereon respecting the condition of the leases premises, and that the taking possession of said Premises by the Tenant, shall be conclusive evidence as condition, any exception to be noted and agreed to by Tenant and Landlord, under the terms of this Lease, so far as Tenant would reasonably be able to determine from the careful visual examination of the Premises for the express purpose of review of its condition, when possession of the same was taken.

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LANDLORD:
CITY OF MEDINA, OHIO

By:_____
Name: _____
Title: Mayor

TENANT:
COLD STREAM AIR SERVICES, INC.,

By:_____
Name:_____
Title:_____

Approved as to Form:

_____
Gregory Huber, City of Medina, Law Director

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the Mayor of **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, on behalf of same.

_____
Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **COLD STREAM AIR SERVICES, INC.**, an Ohio Corporation, on behalf of the corporation.

_____
Notary Public

EXHIBIT A

(SITE/LEGAL DESCRIPTION)

EXHIBIT B

LEASE CONSTRUCTION ADDENDUM
(TENANT CONSTRUCTION)

This is the Construction Addendum ("Addendum") referred to in the Ground Lease (the "Lease") made between **CITY OF MEDINA**, an Ohio municipal corporation, as Landlord, and **COLD STREAM AIR SERVICES INC.**, an Ohio corporation, as Tenant, pursuant to which Tenant is ground leasing certain land from Landlord at the Medina Airport ("Airport) owned by the Landlord. Capitalized terms used herein, unless otherwise defined in this Addendum, shall have the respective meanings assigned to them in the Lease.

Landlord and Tenant agree as follows:

1. **Premises Improvements**. Subject to the provisions of the Lease and this Addendum, Tenant shall cause to be constructed an aircraft hangar building with ____ T-Hangar units separated by common walls (the "Hangar") having dimensions of approximately_____ upon the Premises together with associated concrete apron areas upon the Premises providing access from the Hangar (and each constituent T-Hangar) to aircraft taxiways ("Tenant's Construction Work") substantially in accordance with the final specifications and plans for the Premises that are to be prepared by Tenant and submitted to the Landlord for general approval (the "Plans") with the same thereafter submitted for all other required governmental permits and approvals prior to commencement of construction. Such Plans shall not be modified or amended without Landlord's written consent first obtained and all other governmental approvals obtained as provided by applicable law (the Hangar facility specifications, and the plans, as finally approved collectively referred to herein as the "Final Plans"). All Work shown in the Final Plans is included in Tenant's Construction Work and together with Tenant's fixtures and equipment not shown in the Final Plans ("Tenant Equipment"), are entirely Tenant's responsibility at Tenant's cost (the "Tenant Cost").

Subject to the provisions of the Lease and this Addendum, Tenant shall substantially complete Tenant's Construction Work, at Tenant's sole cost and expense, on or before _____ 2026 ("Completion Date"). The Completion Date shall be extended for such period of time as is equal to the period of delays caused by any force majeure event, including, but not limited to delays caused by strikes and/or lockouts (not caused by Tenant or Tenant's contractors, subcontractors or material suppliers), unusual delays by governmental authorities, unavailability or shortage of materials, adverse weather conditions not reasonably contemplated, fire and other casualty, acts of God, and any other causes beyond the reasonable control of Tenant and not due to Tenant's negligence or lack of diligence ("Excusable Delays").

2. **Landlord Not Responsible for Tenant/Third Party Equipment or other Property**. Landlord shall have no responsibility or liability for any damage or loss to or of property or equipment of Tenant or of any third party placed on or at the Premises at any time.

3. **Substantial Completion**. The terms "substantial completion", substantially complete" or "substantial completion of Tenant's Construction Work", wherever used in this

Addendum or the Lease, shall mean the full completion of Tenant's Construction Work except for such minor items ("Punch List Items") that are to be fully completed by Tenant within a reasonable time in the exercise of diligent effort. Promptly upon substantial completion of Tenant's Construction Work, Landlord shall have the right, but not the obligation, to inspect Tenant's Construction Work for compliance with the requirements of this Addendum.

4. **Defects In Construction**. Tenant's Construction Work shall be performed with new materials and in good workmanlike manner. Tenant shall have the full and unqualified responsibility for all defects in design, construction, workmanship and materials in Tenant's Construction Work, notwithstanding any inspection thereof by Landlord or any Landlord designee of the detailed plans and specifications or the work, and notwithstanding the completion of Tenant's Construction Work or the commencement of the Lease term. Tenant's Construction Work shall be designed, constructed and performed, in accordance with all applicable laws, codes, rules and regulations and the requirements of the appropriate governmental authorities and all zoning laws.

5. **Certain Obligations Of Tenant During Construction.**

(a) Tenant shall pay all operating and other costs relating to the Premises, and the construction thereof, including the cost of water, heat, electricity, and other utilities used in and at the Premises.

(b) Tenant's Construction Work shall be performed by qualified licensed general contractors or subcontractors, in accordance with the terms, conditions and provisions of this Addendum.

(c) At all times during the performance of Tenant's Construction Work and continuing until the Commencement Date, Tenant shall maintain in full force and effect a policy of builder's risk insurance, at Tenant's sole cost and expense, insuring Tenant's Construction Work and all materials stored (including, but not limited to, Tenant's fixtures, equipment, supplies or other property which shall be stored at Tenant's sole risk) on the Premises or elsewhere or in transit against loss or damage by fire and other perils included in extended insurance coverage, including, without limitation, theft, vandalism, malicious mischief, transit, collapse, flood and earthquake, to one hundred percent (100%) of the replacement costs thereof at the time of loss.

(d) Tenant hereby agrees that Landlord shall not be responsible for claims, suits, obligations, liabilities, injuries, loss or damages arising out of or incurred in the course of Tenant's Construction Work ("Claims"). Tenant shall indemnify, defend and hold harmless Landlord from and against all Claims The foregoing indemnity shall survive termination or expiration of this Lease.

(e) Tenant shall not permit or suffer any mechanic's lien or attested accounts to be filed or claimed with respect to the Premises or Tenant's interest therein or Tenant's Construction Work.

(f) Landlord shall have the right, but not the obligation, to engage a consultant or advisor or to appoint a designee ("Landlord's Construction Consultant"), at Landlord's sole cost and expense, to observe and inspect the progress of Tenant's Construction Work. Tenant shall reasonably cooperate with Landlord's Construction Consultant and shall make diligent good faith efforts to keep Landlord's Construction Consultant informed as to the progress of Tenant's Construction Work. Tenant shall make reasonable efforts to notify Landlord's Construction Consultant in advance of progress meetings relating to Tenant's Construction Work and shall permit Landlord's Construction Consultant to attend such meetings.

6. **Miscellaneous**.

(a) During the course of construction Tenant shall comply with all rules and regulations of the Landlord and applicable to the Airport and Airport property, including, but not limited to, all rules relating to safety, access and security.

(b) Landlord has no agreement with Tenant and has no obligation to do or perform any work with respect to the Premises. Any other work at or in the Premises which Tenant may be permitted by Landlord to perform prior to Commencement Date shall be done at Tenant's sole cost and expense and in accordance with the terms and conditions of the Lease; shall be completed pursuant to plans and specifications reasonably acceptable to Landlord; and all in accordance with all applicable building codes and laws, and without unreasonable interference with the operations of Landlord or the Airport. Any additional work or alterations to the Premises desired by Tenant after the Commencement Date shall be subject to the provisions of the Lease.

(c) The persons signing this Addendum on behalf of Landlord and Tenant warrants and represents he or she has the authority to do so.

(d) With respect to any amounts owed by Tenant hereunder and not paid when due or Tenant's failure to perform its obligations hereunder, Landlord shall have all of the rights and remedies granted to Landlord under the Lease for non-payment by Tenant of any amounts owed thereunder or failure by Tenant to perform its obligations thereunder.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Addendum to be executed as of the date of the Lease.

LANDLORD:
CITY OF MEDINA

By:_____
Name:_____
Title:_____

TENANT:
COLD STREAM AIR SERVICES INC.

By:_____
Name:_____
Title:_____