

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

October 13, 2026 (Tuesday)
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (September 28, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointments.

Jansen Wehrley – Deer Management Program Advisory Committee
Lt. Scott Marcum – Deer Management Program Advisory Committee

Confirmation of Council President's appointments.

John Coyne – Deer Management Program Advisory Committee (exp. 12/31/27)
Bill Lamb – Deer Management Program Advisory Committee (exp. 12/31/28)

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a New D-3 and C-1 permit to Keller Meats & Market LLC, 320 S. Court St. 101, Medina.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 155-26, Ord. 156-26, Ord. 157-26, Ord. 158-26, Ord. 159-26, Ord. 160-26, Ord. 161-26, Ord. 162-26

Ord. 155-26

An Ordinance authorizing the Mayor to enter into a Hangar Lease Agreement (Non-Commercial with Construction Addendum) with Cold Stream Air Services, Inc. pertaining to construction of a ten-unit hangar facility at the Medina Municipal Airport.

Ord. 156-26

An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances of the City of Medina, Ohio.

Ord. 157-26

An Ordinance authorizing the Mayor to enter into Task Order #3 to the Agreement with Delta Airport Consultants, Inc. for professional services at the Medina Municipal Airport relative to the Airport Runway Edge Lighting Replacement.

Ord. 158-26

An Ordinance authorizing the Mayor to enter into an agreement with Richard L. Bowen & Associates Inc. to conduct a City Hall, Police Department and Municipal Court facilities Feasibility Study.

Ord. 159-26

An Ordinance authorizing the expenditure of \$75,000 to the Medina Metropolitan Housing Authority (MMHA) for 2027 operating of the Next Step Up Shelter.

Ord. 160-26

An Ordinance authorizing the Mayor to grant two (2) easements to Columbia Gas of Ohio, Inc. to accommodate the City's North Huntington Street Reconstruction Project.

Ord. 161-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget)

Ord. 162-26

An Ordinance authorizing the Finance Director to make certain fund advances.

Council comments:

Adjournment.

MEDINA CITY COUNCIL
Monday September 28, 2026

Call to Order:

Medina City Council met in regular session on Monday, September 28, 2026, at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John Coyne III, who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: E. Isabella, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire. Bill Lamb was absent.

Also present; were the following members of the Administration: Mayor Shields, Keith Dirham, Patrick Patton, Greg Huber, Chief Kinney, Nino Piccoli, Chief Walters, Kimberly Marshall, Jansen Wehrley, Kathy Patton and Dan Gladish.

Reading of Minutes:

Ms. Haire moved that the minutes from the meeting on Monday, September 14, 2026, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion was approved by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and E. Isabella.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to council this evening and will meet again in 2 weeks.

Public Properties Committee: Ms. Haire had no report.

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

Special Legislation Committee: Ms. DiSalvo had no report.

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

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

Emerging Technologies Committee: Mr. Lamb was not Present.

Requests for Council Action:

Finance Committee

26-185-9/28 – Increase P.O. #26-00235 – Hall Public Safety - Police

26-186-9/28 – 2026 Codification Update

26-187-9/28 – Expenditure to HSH – Service Dept.

26-188-9/28 – Delta Airport Consultants Task Order #3

26-189-9/28 – City Hall / Police Dept. / Municipal Court Facility Study

26-190-9/28 – Granger Rd. Water Line – Emergency Excavation & Dewatering - Fechko

26-191-9/28 – Appropriate \$75,000 for 2027 Operating of Next Step-Up Shelter-MMHA

26-192-9/28 – Increase P.O. #26-420 – Atlantic Emergency Solutions – Fire Dept.

Reports of Municipal Officers:

Mayor Shields reported the following:

September Service Dog Month

September is National Service Dog Month. The Mayor presented a proclamation recognizing local residents involved with Canine Companions, a nonprofit that provides highly trained service dogs and ongoing support to people with disabilities. Residents are encouraged to recognize the important role service dogs play in helping children, adults, and veterans live more independently.

Birth Care of Medina County 50th Anniversary

The Mayor congratulated Birth Care of Medina County on its 50th anniversary and thanked its volunteers for their dedication. The all-volunteer organization provides free, confidential assistance to Medina County families with young children, including diapers, formula, clothing, hygiene products, cribs, and car seats. Birth Care currently has 54 volunteers serving local families in need.

Municipal Courthouse Dedication

The City officially dedicated and held a ribbon-cutting ceremony for the renovated Medina Municipal Courthouse at 223 E. Washington Street. The Mayor thanked City staff, Council members, and community leaders whose efforts over many years made the project possible, with special recognition to Council President John Coyne. The court is now fully operational at its new location.

America 250 Fall Prevention Fitness Challenge

Residents age 65 and older are invited to participate in the Senior Fall Prevention Challenge through October 30 for a chance to win gift certificates. The Mayor thanked sponsors Cleveland Clinic Medina Hospital and Second Sole Medina and highlighted a successful Walk and Talk event at Ray Mellert Park focused on fall prevention and healthy aging.

Keith Dirham, Finance Director, City's 2025 audit was released. Keith attended the Medina County budget meeting – they accepted our estimates and our submission without amendment.

Greg Huber, Law Department, had hearings over at the new court and began to present cases. It's a very nice facility.

Kimberly Marshall, Economic Development Director, ribbon cuttings on Friday, October 16th.

11 a.m. – Soul Retreat -120 W. Washington St. Suite 325

1 p.m. – Cellar Stage – 120 W. Washington St. Suite 50

2 p.m. - Zenvy Wellness – 23 Public Sq.

3 p.m. – East to West Old-World Market & Deli – 503 S. Court St. Unit B

Bella Moxie Collective – Combination business expansion, Isabel Workshops, Bella Moxie 5 yr. Anniversary – 139 N. Court St.

Meeting with the Hotel this week to get a better idea of their opening date.

The United States Small Business Administration reached out to us to see if we would be willing to help them host their Law Fair and Regulatory Reformed Hearing for small businesses and it was held at the Rec Center with a good turnout.

Chief Kinney, Police Department, - Our Deer Management Municipal Bow Hunting Program

started September 26th. Residents interested in getting more information or signing up for any information regarding this program can go to www.medinaoh.org under the resident tab.

Jarrold Fry, Communications Director, 193 people signed up for email alerts for the deer hunting program. 169 opened their emails.

Nino Piccoli, Service Director, Water tests that were conducted in June – Residents to receive a letter from the City. Next reads will be in October.

Sidewalk Mitigation Program – Ward 1 - Staff was able to assess 1,645 sites to date. There are 1,231 sites that are 1 inch or less in deflection. 368 sites were assessed to have a 1-inch to 2-inch deflection and 46 sites categorized as 2-inch or more. 95 were ground down. These were all in Ward 1. With the weather approaching it's best to put a package together to roll out early to bid out late winter or early spring.

Coyne – reminder to residents Ballot Issue regarding the #108 account and adding the word "Sidewalks". It is NOT a tax increase.

Deer count to date 92 have been picked up by the Service Department this year so far from roadsides.

Patrick Patton, City Engineer, update on US42 Resurfacing Project – work continues with concrete at the intersection between Friendship and Lafayette and will hopefully be completed by the end of next week. Asphalt resurfacing is scheduled to start weather permitting on October 12th.

Chief Walters, Fire Department, had no report.

Andrew Dutton, Community Development Director, reminder – Thursday, October 1st, the Building Department will implement a new online permitting system - applications will only be accepted online. A kiosk is available at City Hall at 132 N. Elmwood. Ave. to use.

Jansen Wehrley, Parks, Forestry, Cemetery and Recreation Director, 45 responses for deer carcass pick up with 29 of those being city residents.

Dan Gladish, Building Director, had no report.

Notices, communications and petitions

There were none.

Unfinished Business

There is none.

Introduction of visitors

There were none.

Introduction and consideration of ordinances and resolutions.

Ms. Haire moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson: Ord. 146-26, Res. 147-26, Ord. 148-26, Ord. 149-26, Ord.

150-26, Ord. 151-26, Ord. 152-26, Ord. 153-26, Ord. 154-26. The roll was called and motion passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, and C. Simmons.

Ord. 146-26

An Ordinance authorizing the increase of the expenditure to Roetzel & Andress for the Law Department. Ms. Haire moved for the adoption of Ordinance/Resolution No. 146-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 146-26, seconded by Mr. Simpson. Mr. Huber has retained the services of a couple good lawyers at the Roetzel & Andress Law Firm. Mr. Coyne will abstain from voting as that is his employer. The emergency clause is because they need to be paid. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, E. Isabella, C. Simmons and D. Simpson. J. Coyne – abstained. The roll was called and Ordinance/Resolution No. 146-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, C. Simmons, D. Simpson. J. Coyne – abstained.

Res. 147-26

A Resolution authorizing the application and to accept funding through the Ohio Department of Natural Resources' Land and Water Conservation Fund (LWCF) to offset costs to reconstruct JUMP Playground at Memorial Park. Ms. Haire moved for the adoption of Ordinance/Resolution No. 147-26, seconded by Mr. Simpson. Jansen Wehrley stated this resolution is to accept grant funding through the Ohio Department of Natural Resources Land and Water Conservation Fund. This federal program provides funding assistance for up to 50% of the eligible project cost for acquisition or development of public outdoor spaces. The roll was called and Ordinance/Resolution No. 147-26 passed by the yea votes of R. Haire, E. Isabella, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 148-26

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the SR 3 & SR 57 Resurfacing Project. Ms. Haire moved for the adoption of Ordinance/Resolution No. 148-26, seconded by Mr. Simpson. Patrick Patton stated ODOT is providing partial funding for the resurfacing of SR3 and SR57, they would like to enter into this agreement so the City can be the project administrator which allows them to bid locally. This will save us some money. The roll was called and Ordinance/Resolution No. 148-26 passed by the yea votes of E. Isabella, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 149-26

An Ordinance authorizing the donation of \$2,000.00 to Farmers & Hunters Feeding the Hungry for the year 2026. Ms. Haire moved for the adoption of Ordinance/Resolution No. 149-26, seconded by Mr. Simpson. Mr. Wehrley stated this donation is going to Farmers & Hunters Feeding the Hungry as they provide participants in our urban archery program to donate carcasses if they desire to various processors in Wayne and Portage County this year so the meat can be processed and donated back to Feeding Medina County or another food assistance program. The roll was called and Ordinance/Resolution No. 149-26 passed by the yea votes of C. Simmons, D.

Simpson, J. Coyne, N. DiSalvo, R. Haire, and E. Isabella.

Ord. 150-26

An Ordinance authorizing the Mayor to approve Change Order #04 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse. Ms. Haire moved for the adoption of Ordinance/Resolution No. 150-26, seconded by Mr. Simpson. Patrick Patton explained this is a change order in Ruhlin's contract it covers such things as signage revisions, court requested technology/AV upgrades. This does not require any additional authorization of funds due to existing allowances. The roll was called and Ordinance/Resolution No. 150-26 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, and C. Simmons.

Ord. 151-26

An Ordinance authorizing the Mayor to enter into a Design Services Agreement with Behnke Associates, Inc. for the design of a new 1,120-niche Columbarium Wall (Phases 4-10) at Spring Grove Cemetery. Ms. Haire moved for the adoption of Ordinance/Resolution No. 151-26, seconded by Mr. Simpson. Jansen Wehrley stated this is to authorize the design contract. This will allow for a much larger wall to better serve those at the cemetery. The design cost for this is \$42,500.00. The roll was called and Ordinance/Resolution No. 151-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, C. Simmons and D. Simpson.

Ord. 152-26

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the construction of Columbarium Wall Phases 4-10 at Spring Grove Cemetery. Ms. Haire moved for the adoption of Ordinance/Resolution No. 152-26, seconded by Mr. Simpson. Jansen Wehrley explained this is to advertise, bid and award a contract for the construction of the 1,120-niche columbarium wall at Spring Grove Cemetery. The estimated cost for the project is approximately \$1.3 million dollars. A potential revenue if we were to sell all those niches is approximately \$3.4 million dollars. The roll was called and Ordinance/Resolution No. 152-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, C. Simmons, D. Simpson, and J. Coyne.

Ord. 153-26

An Ordinance authorizing the expenditure of \$25,000.00 to Main Street Medina for enhanced public decorations for the 2026 holiday season. Ms. Haire moved for the adoption of Ordinance/Resolution No. 153-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 153-26, seconded by Mr. Simpson. Mayor Shields stated MSM set up a subcommittee to focus on maintaining what we have, replacing what we have up there due to wear and tear, and also enhancing it. It's a five-year plan. Public campaign but MSM stepped up and donated \$25,000.00 and they were hoping the City would do the same. Emergency is requested as this will need to happen quickly with the holidays approaching. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, E. Isabella, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 153-26 passed by the yea votes of E. Isabella, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 154-26

An Ordinance authorizing an Expenditure to Fechko Excavating for emergency excavation and dewatering on the Granger Road Water Line Project. Ms. Haire moved for the adoption of Ordinance/Resolution No. 154-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 154-26, seconded by Mr. Simpson. Mr. Patton stated the City entered into a contract to have about 400 ft. of waterline on Granger Rd. installed near the water plant. A good portion of this is under the Rocky River. This is part one of two.

Mr. Huber would like this subject to his approval, as he would like to add some language in the ordinance describing the nature of the emergency as we are using our statutory emergency powers and not bidding it. The roll was called on adding the emergency clause, and was approved by the yeas votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and E. Isabella. The roll was called on Ordinance/Resolution No. 154-26, subject to the Law Director's final approval, and passed by the yeas votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, and C. Simmons.

Council Comments:

Mr. Simpson – With all prices going up our country is hurting. Be kind to one another.

Ms. Haire – reminded everyone that early voting starts October 6th at the Board of Elections. This is where we can make a difference.

Mr. Simmons – invited everybody to Spring Grove Cemetery – annual arboretum walk on Saturday, October 17th at 2 p.m.

There have been some frustrations with the local cable companies installing around town with lack of finishing their work. (pictures displayed by Jarrod).

Mr. Isabella thanked Medina County Library – Medina Mavens hosted a candidate and voter information forum a few weeks ago. Stay informed, look up the information needed for whoever you are voting for. As a kid that played a lot of little league baseball – Go Guardians, happy playoff season.

Ms. DiSalvo – Great event this past weekend.

There being no further business, the meeting adjourned at 8:11 p.m.

Kathy Patton, Clerk of Council

John Coyne III, President of Council



Department of
Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

MEDINA CITY COUNCIL
ATTN CLERK
132 N ELMWOOD AVE
MEDINA OH 44256

NOTICE TO LEGISLATIVE AUTHORITY

TO

04558132-1 PERMIT NUMBER	NEW TYPE	KELLER MEATS & MARKET LLC 320 S COURT ST 101 MEDINA OH 44256 Muni/Village/Twp: Medina
ISSUE DATE:		
FILING DATE: 9/21/2026		
PERMIT CLASSES: D-3 C-1		
52077 TAX DISTRICT	OCT RECEIPT NO	

FROM 9/22/2026

PERMIT NUMBER	TYPE	
ISSUE DATE:		
FILING DATE:		
PERMIT CLASSES:		
TAX DISTRICT	RECEIPT NO	

MAILED 9/24/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 10/24/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT
THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 04558132-1
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING
BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of City Council

(Date)

☐ Township Fiscal Officer

(Printed Name)

(Email Address)

(Telephone No.)

ORDINANCE NO. 155-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HANGAR LEASE AGREEMENT (NON-COMMERCIAL WITH CONSTRUCTION ADDENDUM) WITH COLD STREAM AIR SERVICES, INC. PERTAINING TO CONSTRUCTION OF A TEN-UNIT HANGAR FACILITY AT THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a Hangar Lease Agreement (non-Commercial with Construction Addendum) with Cold Stream Air Services, Inc. pertaining to construction of a ten-unit hangar facility at the Medina Municipal Airport.
- SEC. 2:** That a copy of the Hangar Lease Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 15526
Exh. A

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 forty-five (45) years commencing on the _____ day of _____, 2026 (the "Commencement Date") and continuing for forty-five (45) years, unless earlier terminated under the provisions of this Agreement.

(a) Right of First Refusal. To the extent permitted by applicable law and applicable FAA guidelines and rules, the Tenant has the first right to renew the Lease for up to one (1), twenty (20) year term after 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 in regard to negotiations.

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 the month after the effective date of this Lease. 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, City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

(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. An access fee is potentially chargeable at a point where the Tenant is leasing the property described herein and at the same time, the Tenant is not a Fixed Base Operator at Medina Municipal Airport. 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.

(a) Except as provided herein, 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.

(b) Notwithstanding the foregoing but otherwise subject to this Lease after completion of construction of all improvements and T-Hangars, Tenant may enter long term subleases of specific individual aircraft T-hangars to separate subtenants at market rates from time to time provided: (1) the term of any sublease may not exceed the remaining term of this Lease; (2) each subtenant shall be obligated to comply with the terms of this Lease regarding use of T-Hangars, including, but not limited to, prohibitions against servicing any aircraft other than the subtenant's; (3) each subtenant shall also comply with all applicable rules and regulations of the Airport promulgated by the Airport Manager or Landlord from time to time; (4) each subtenant shall be responsible for the Access Fee pertaining to the subtenant's subleased T-Hangar unless paid by the Tenant directly; (5) each Tenant shall obtain appropriate aircraft insurance for their aircraft kept in or at their subleased T-Hangar; (5) Tenant shall provide Landlord with a continuously updated register of all subtenants (with name, address and contact phone number), their T-Hangar identification, their aircraft (including make, model and tail number registered with the FAA); and (6) Tenant is responsible for any failure of any subtenant to comply with the rules and regulations of the Airport and any failure to comply with Lease where applicable to the T-Hangar subleased to such subtenant.

(c) To the extent that Tenant desires to structure individual T-Hangar long-term use by individual subtenants during the term of this lease utilizing a cooperative entity structure whereby the right to a specific t-hangar's use is assigned to the user as a member of the cooperative entity. Landlord will negotiate in good faith with Tenant to come to mutually acceptable terms, provided the cooperative entity and its members/t-hangar users assure their compliance with the terms and conditions of this Lease.

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 itself 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 Tenant's 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: JAMES A. SHIELDS
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 MEDINA)

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

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Ronald Waldron, the President 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 ten (10) T-Hangar units separated by common walls (the "Hangar") together with associated concrete or blacktop 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, by twenty-four (24) months after the commencement of this contract ("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

TENANT:
COLD STREAM AIR SERVICES, INC.

By: _____
Name: JAMES A. SHIELDS
Title: MAYOR

By: _____
Name: _____
Title: _____

ORDINANCE NO. 156-26

**AN ORDINANCE TO APPROVE, ADOPT AND
ENACT CURRENT REPLACEMENT PAGES TO
THE CODIFIED ORDINANCES OF THE CITY OF
MEDINA, OHIO.**

WHEREAS: Various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of the City of Medina, Ohio; and

WHEREAS: Certain traffic and misdemeanor ordinances should be revised to comply with current State law; and

WHEREAS: The codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council.

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

SEC. 1: That the ordinances of the City of Medina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2026 Replacement Pages to the Codified Ordinances, which are hereby attached to this Ordinance as Exhibit A, are hereby approved and adopted.

SEC. 2: The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

- 301.02 Agricultural tractor and traction engine. (Added)
- 301.03 Alley. (Added)
- 301.04 Arterial street or highway. (Added)
- 301.05 Autocycle. (Added)
- 301.06 Beacon. (Added)
- 301.07 Bicycle. (Added)
- 301.08 Bicycle box. (Added)
- 301.09 Bicycle lane. (Added)
- 301.10 Bicycle signal face. (Added)
- 301.11 Bicycle signal sign. (Added)
- 301.12 Bikeway. (Added)
- 301.13 Bus. (Added)
- 301.14 Business district. (Added)
- 301.15 Busway. (Added)

Traffic Code (Cont.)

301.16 Cab-enclosed motorcycle. (Added)
301.17 Chauffeured limousine. (Added)
301.18 Child care center. (Added)
301.19 Commercial tractor. (Added)
301.20 Controlled-access highway. (Added)
301.21 Crosswalk. (Added)
301.22 Driver or operator. (Added)
301.23 Driveway. (Added)
301.24 Electric bicycle. (Added)
301.25 Electronic. (Added)
301.26 Emergency vehicle. (Added)
301.27 Explosives. (Added)
301.28 Expressway. (Added)
301.29 Farm machinery. (Added)
301.30 Flammable liquid. (Added)
301.31 Freeway. (Added)
301.32 Funeral escort vehicle. (Added)
301.33 Gross weight. (Added)
301.34 Highway maintenance vehicle. (Added)
301.35 Highway traffic signal. (Added)
301.36 Hybrid beacon. (Added)
301.37 In-road warning light. (Added)
301.38 Intersection. (Added)
301.39 Lane-use control signal. (Added)
301.40 Laned highway. (Added)
301.41 Limited driving privileges. (Added)
301.42 Local authorities. (Added)
301.43 Low-speed micromobility device. (Added)
301.44 Median. (Added)
301.45 Motor-driven cycle or motor scooter. (Added)
301.46 Motor vehicle. (Added)
301.47 Motorcycle. (Added)
301.48 Motorized bicycle or moped. (Added)
301.49 Motorized wheelchair. (Added)
301.50 Multi-wheel agricultural tractor. (Added)
301.51 Natural resources officer. (Added)
301.52 Operate. (Added)
301.53 Parked or parking. (Added)
301.54 Pedestrian. (Added)
301.55 Person. (Added)
301.56 Pole trailer. (Added)
301.57 Police officer. (Added)
301.58 Predicate motor vehicle or traffic offense. (Added)
301.59 Private road. (Added)
301.60 Public safety vehicle. (Added)
301.61 Railroad. (Added)
301.62 Railroad sign or signal. (Added)
301.63 Residence district. (Added)
301.64 Ridesharing arrangement. (Added)
301.65 Right-of-way. (Added)

Traffic Code (Cont.)

- 301.66 Road service vehicle. (Added)
- 301.67 Roadway. (Added)
- 301.68 Roundabout. (Added)
- 301.69 Rural mail delivery vehicle. (Added)
- 301.70 Safety zone. (Added)
- 301.71 School bus. (Added)
- 301.72 Semitrailer. (Added)
- 301.73 Shared-use path. (Added)
- 301.74 Shoulder. (Added)
- 301.75 Sidewalk. (Added)
- 301.76 Site roadway open to public travel. (Added)
- 301.77 Standing. (Added)
- 301.78 State. (Added)
- 301.79 State highway. (Added)
- 301.80 State route. (Added)
- 301.81 Stop. (Added)
- 301.82 Stop intersection. (Added)
- 301.83 Stopping. (Added)
- 301.84 Street or highway. (Added)
- 301.85 Through highway. (Added)
- 301.86 Thruway. (Added)
- 301.87 Traffic. (Added)
- 301.88 Traffic control device. (Added)
- 301.89 Traffic control signal. (Added)
- 301.90 Trailer. (Added)
- 301.91 Train. (Added)
- 301.92 Truck. (Added)
- 301.93 Two-stage bicycle turn box. (Added)
- 301.94 Type A family child care home. (Added)
- 301.95 Urban district. (Added)
- 301.96 Vehicle. (Added)
- 301.97 Waste collection vehicle. (Added)
- 301.98 Wildlife officer. (Added)
- 303.083 Impounding Vehicles on Public Property. (Amended)
- 313.02 Through Highways; Stop and Yield Right-of-Way Signs. (Amended)
- 313.03 Traffic Signal Indications. (Amended)
- 313.04 Lane-Use Control Signal Indications. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous or Non-Working Traffic Signal.
(Amended)
- 313.10 Unlawful Purchase, Possession or Sale. (Amended)
- 313.11 Portable Signal Preemption Devices Prohibited. (Amended)
- 313.12 Bicycle Symbol Signal Indications. (Added)
- 331.33 Obstructing Intersection, Crosswalk or Grade Crossing. (Amended)
- 331.35 Occupying Travel Trailer, Fifth Wheel Vehicle, or Manufactured or Mobile Home
While in Motion. (Amended)
- 331.38 Stopping for School Bus; Discharging Children. (Amended)
- 331.39 Driving Across Grade Crossing. (Amended)
- 331.401 Slow-Moving Vehicles or Equipment Crossing Railroad Tracks.
(Added)

Traffic Code (Cont.)

- 331.44 Restrictions on the Operation of School Buses. (Amended)
- 333.01 Driving or Physical Control While Under the Influence. (Amended)
- 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 333.11 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
- 335.09 Display of License Plates or Validation Stickers; Registration. (Amended)
- 337.24 Motor Vehicle Stop Lights. (Amended)
- 371.01 Right of Way in Crosswalk. (Amended)
- 371.03 Crossing Roadway Outside Crosswalk; Diagonal Crossings at Intersections. (Amended)
- 371.11 Persons Operating Motorized Wheelchairs. (Deleted)
- 371.12 Electric Personal Assistive Mobility Devices. (Amended)

General Offenses Code

- 505.20 Definitions. (Added)
- 505.21 Tags to Be Worn By Dogs. (Added)
- 505.22 Transfer of Dog Ownership. (Added)
- 505.23 Requirement to Properly Confine or Restrain A Dog. (Added)
- 505.24 Vicious, Dangerous and Nuisance Dog Acts. (Added)
- 505.25 Vicious and Dangerous Dog Ownership Requirements. (Added)
- 505.26 Rabies Quarantine. (Added)
- 505.27 Duties After Dog Bites Person. (Added)
- 505.28 Dogs With Blind, Deaf or Mobility Impaired Person. (Added)
- 505.29 Sale and Transportation of Dogs. (Added)
- 505.30 Possession of Certain Dogs by Convicted Felons Prohibited. (Added)
- 505.31 Barking and Howling Dogs. (Added)
- 513.01 Drug Abuse Definitions. (Amended)
- 513.12 Drug Paraphernalia. (Amended)
- 513.16 Adult Use Cannabis Control. (Amended)
- 517.01 Gambling Definitions. (Amended)
- 525.02 Falsification. (Amended)
- 525.15 Assaulting Police Dog or Horse or An Assistance Dog. (Amended)
- 529.08 Hours of Sale or Consumption. (Amended)
- 533.15 Dissemination of Private Sexual Images. (Repealed)
- 545.01 Theft and Fraud Definitions. (Amended)

Fire Prevention Code

- 1519.04 Possession, Sale or Discharge Prohibited; Exceptions. (Amended)
- 1519.06 Safety Requirements for Fireworks Showroom Structures. (Amended)
- 1519.07 Manufacturing or Wholesale Sale Without a License; Prohibitions. (Amended)
- 1519.08 Purchasers to Comply with Law; Unauthorized Purchases. (Amended)

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 157-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO TASK ORDER #3 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES AT THE MEDINA MUNICIPAL AIRPORT RELATIVE TO THE AIRPORT RUNWAY EDGE LIGHTING REPLACEMENT.

WHEREAS: The City sought proposals from qualified engineers to perform certain engineering services for the Medina Municipal Airport; and

WHEREAS: Ordinance No. 86-24, passed April 22, 2024, authorized an agreement with Delta Airport Consultants, Inc. to perform certain engineering services for projects.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into Task Order #3 to the Agreement with Delta Airport Consultants, Inc. relative to the Airport Runway Edge Lighting Replacement.

SEC. 2: That that a copy of Task Order #3 is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 4: That the funds to cover this order, in the amount of \$145,000.00 is available as follows: \$137,750.00 in Account No. 147-0659-54413 (grant) and \$7,250.00 in Account No. 547-0659-54413 (city share).

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

TASK ORDER NO. THREE (3)
PROFESSIONAL SERVICES AGREEMENT



**DELTA AIRPORT
CONSULTANTS, INC.**

PROJECT: Reconstruct Runway 9/27 and Runway 1/19 MIRLs

ORD. 157-26
Exh. A

AIRPORT: Medina Municipal Airport

DELTA PROJECT NO.: 25089

DATE OF ISSUANCE: April 6, 2026

ATTACHMENTS: 1) Scope of Services
2) Estimated Plan Sheets

METHOD OF PAYMENT: Design - Lump Sum

TASK ORDER AMOUNT: \$140,000

PROJECT DESCRIPTION:

- Replace Runway 9/27 MIRLs
- Replace Runway 1/19 MIRLs
- Replace cabling and Constant Current Regulators

The original Agreement for Professional Services between the City of Medina (OWNER) and Delta Airport Consultants, Inc. (CONSULTANT) for Professional Services at Medina Municipal Airport dated April 22, 2024, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED BY:

Digitally signed by Douglas E Sander
Date: 2026.04.06 10:43:56 -04'00'

Douglas E. Sander, PE
Vice President
Delta Airport Consultants, Inc.
20545 Center Ridge Road, Suite 450
Cleveland, OH 44116

APPROVED BY:

Jim A. Shields
Mayor
City of Medina
PO Box 703
Medina, OH 44258-0703

**ATTACHMENT 1
SCOPE OF SERVICES**



Reconstruct Runway 9/27 and Runway 1/19 MIRLs
Medina Municipal Airport
Delta Project No. 25089

April 6, 2026

PHASE	DETAILED TASKS
CONSTRUCTION DOCUMENTS (CD)	Scope of Services and Contract Scoping Coordination/Meetings Grant Applications and Funding Assistance Categorical Exclusion (CATEX) Document and Sketch Pre-Design Meetings Evaluate Existing Conditions Erosion and Sediment Control Electrical and Lighting Control Phasing Plan CSPP Document and FAA Form 7460 Final Quantities and Estimates Owner Coordination FAA/State Coordination and Documentation Final Design Report Design Meetings Final Specifications Quality Control and Design Review Review Comment Responses Print, Seal, and Coordinate Signature Sets Reimbursement Requests

Excluded from Proposal:

Bidding Phase Services
Construction Phase Services
Airfield Guidance Signs, Taxiway Lights, Windcones, Beacon, PAPIs, PCLS

ATTACHMENT 2
ESTIMATED PLAN SHEETS



Reconstruct Runway 9/27 and Runway 1/19 MIRLs
 Medina Municipal Airport
 Delta Project No. 25089

April 6, 2026

		Base Scope	Schematic	Design Development	Construction Documents
DISCIPLINE	SHEET DESCRIPTION	NO.	SHEETS INCLUDED		
GENERAL	Cover Sheet	1			•
	General Layout	1			•
	General Notes	1			•
PHASING	Phasing Overview	1			•
	Phasing Notes & Details	1			•
CIVIL	Demolition and Erosion & Sediment Control Layout	5			•
	Erosion & Sediment Control Notes	1			•
	Erosion & Sediment Control Details	1			•
ELECTRICAL	Lighting, Signs, Misc. Electrical Layout	5			•
	Lighting, Signs, Misc. Electrical Details	3			•
	GRAND TOTAL	20			

ORDINANCE NO. 158-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RICHARD L. BOWEN & ASSOCIATES INC. TO CONDUCT A CITY HALL, POLICE DEPARTMENT AND MUNICIPAL COURT FACILITIES FEASIBILITY STUDY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an agreement with Richard L. Bowen & Associates Inc. to conduct a City Hall, Police Department and Municipal Court facilities Feasibility Study.
- SEC. 2:** That a copy of the Proposal for Architectural & Engineering Services is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the estimated cost of the contract, in an amount of \$151,500.00, is available in Account No. 301-0707-52224.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

Effective date:



PROPOSAL FOR ARCHITECTURAL
& ENGINEERING SERVICES
CITY OF MEDINA
CITY HALL AND POLICE FEASIBILITY STUDY
JOB# 14109.00
CONTACT: Robyn Wolf, Bowen

Mayor Jim Shields
City of Medina
132 N Elmwood Ave,
Medina, OH 44256
(330) 725-8861

*Ord. 158-26
Exh. A*

September 18, 2026

Dear Mayor Shields:

The firm of Richard L. Bowen + Associates Inc. (the "Architect") is pleased to submit this Proposal for your consideration on the above-captioned project (the "Project").

SCOPE OF THE PROJECT AND BASIC SERVICES

City of Medina (the "Owner" or "City") intends to initiate planning services to include:

1. Needs assessments covering programming, building systems and operations to determine scope and construction budget for the renovation and/or expansion of the City Hall and Police Department.
2. Feasibility study exploring options to determine the scope and construction budget for the renovation and/or expansion of the City Hall and Police Department building.

This program and concept study will provide information that the city may use to develop a request for qualifications to procure detailed design and engineering services.

The Bowen Team includes the following consultants:

- Mission Critical Partners (Operations and Technology)
- HEAPY Engineering (Mechanical, Electrical, Plumbing)
- Kabil & Associates (Civil and Structural)
- NV5 (Cost estimating)

This Proposal is to provide Architectural and Engineering services as described below.

SCOPE OF SERVICES

A. Needs Assessment, Programming & Feasibility Study:

1. Needs Assessment:
 - a. Complete one (1) visit each to the existing City Hall, Police Station, and former Municipal Court buildings and sites to verify existing spaces and perform a general overview assessment of existing conditions (interior and exterior). Review of the former Municipal Court building will be limited to verification of spaces and area. These site visit investigations are not intended to be an exhaustive check or detailed

inspection of the existing conditions but rather to allow the Architect and Engineers, as an experienced professional, to become generally familiar with the facility in order to render its services. If a more extensive verification of existing conditions and information provided by it, the Owner shall request that such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

- b. Evaluate the current age of existing MEPT systems, expected service life, overall physical condition, operational issues, serviceability, and current code violations, and assess utility needs including electricity, water, sewer, gas, fiber, and copper, in the existing City Hall and Police Station. Evaluation of building systems in the former Municipal Court building is excluded.
- c. Review existing drawings and documents related to the condition of the existing facilities.
- d. Create electronic measured floor plans of existing space layout based on field investigation.
- e. Facilitate a maximum of six (6) in-person meetings with the City and Police to complete a needs survey for the project areas.
- f. Facilitate virtual meetings as required to finalize program.
- g. Develop a written Program of Requirements for the project areas.
- h. Investigate applicable building codes to the extent necessary to determine modifications required for the new program. Recommendations will be provided in narrative format.
- i. Complete initial evaluations of the existing City Hall, Police, and former Municipal Court building sites, to identify zoning considerations, appropriate size for program, and location within community. These evaluations will not include site surveys, environmental studies (wetlands, cultural, etc.), geotechnical investigations, lien searches, or other regulatory investigations unless indicated. Evaluation of additional sites will be additional services.
- j. Attend and present at a maximum of two (2) public meetings to collect feedback from the community.
- k. Complete a Law Enforcement Operational Assessment as delineated in Attachment A – Mission Critical Partners Scope of Work, dated August 17, 2026.
- l. Complete a Public Safety Technology Assessment as delineated in Attachment A – Mission Critical Partners Scope of Work, dated August 17, 2026.

2. Feasibility Study

- a. Create conceptual architectural floor plans for the project areas based on the program, including any building additions and site/parking revisions that may be required, for one (1) renovation and/or expansion concept utilizing the existing buildings and sites. Concept will be developed through an iterative process with input from and in collaboration with the city team.
- b. Complete one (1) site concept plan for each for the renovation and/or expansion concept.
- c. Plans for reuse of the existing buildings for departments or entities other than City Hall and Police programs are an additional service.
- d. Facilitate virtual meetings as required to finalize conceptual plans and recommendations.
- e. Facilitate a maximum of two (2) in-person meetings to present conceptual plans and recommendations.
- f. Complete a conceptual level cost estimate based on the program, narratives, and conceptual plans for one (1) renovation and/or expansion concept.
- g. Facilitate a maximum of two (2) in-person meetings to present conceptual plans and recommendations. This includes one (1) public meeting and presentation.

B. Deliverables (electronic PDF-format):

1. Feasibility report, including:

- a. Program of Requirements.
- b. Existing conditions narratives.
- c. Conceptual site layout.
- d. Conceptual architectural floor plans.
- e. Conceptual cost estimate.

C. Owner Provided Information:

1. Existing buildings and site drawings.
2. If available, other existing property information including environmental and hazardous materials, survey, and geotechnical reports.
3. Operations and maintenance data for existing MEPT systems including utility bills.
4. Operational and staff data, organizational charts, programs, etc.

PROJECT SCHEDULE

The Architect's staff is prepared to perform the professional services for the Project on a mutually agreed upon schedule that meets the Owner's requirements once a signed copy of this Proposal has been received by the Architect. Anticipated Notice to Proceed and activity durations as follows:

Activity	Duration	
Kick-Off / Contract / NTP	October 20, 2026	Dependent upon Council approval
Needs Assessment	6 – 8 weeks	
Feasibility Study	10 – 12 weeks	
Final Report	2 – 4 weeks	

PROFESSIONAL SERVICES FEE

Basic Services:

A lump sum of **One Hundred Forty-Nine Thousand Dollars and Zero Cents (\$149,000.00).**

Architecture	\$	55,294.00	
Engineering	\$	32,760.00	
Operations	\$	53,596.00	
Cost Estimating	\$	7,350.00	
Total	\$	149,000.00	Lump sum
Reimbursables (not to exceed)	\$	2,500.00	Not to Exceed

Normal reimbursable expenses such as travel, drawing reproduction, color printing or shipping are in addition to Professional Fees and will be invoiced at 1.0 times direct cost.

Additional Services

The following items are **not included** in the Project Scope at this time but could be provided for an additional fee:

- Evaluation of additional sites beyond those included above.
- Reuse plan for existing building and sites for entities or departments other than the City Hall and Police programs.
- Detailed assessment of the existing building engineering systems and utilities.
- Detailed assessment of the existing sites and utilities.
- Site assessment of new sites.
- Environmental and hazardous materials investigations and reports.
- Architectural design and detailing.
- Interior design.
- Furniture, fixtures, and equipment design and selection.
- Structural engineering.
- Mechanical, Electrical, and Plumbing engineering.
- Design or analysis of mechanical or electrical infrastructure to serve any additional floors or square footage.
- Civil engineering and Landscape design.

- Construction documents.
- Bid administration.
- Construction administration.
- Surveys, soil borings or geotechnical reports.
- As-built drawings.
- Specialty lighting design.
- Site electrical design.
- Design of security, energy management and data systems.
- Physical models or renderings unless noted otherwise.
- Signage and graphics.
- Regulatory agency approvals.

This proposal shall remain in effect for ninety (90) days, unless the Architect agrees to another time period in writing.

If this Proposal meets with your approval, this document will be incorporated into the Agreement between the Architect and the Owner for this Project, unless otherwise amended in writing and signed by both parties.

Very truly yours,

RICHARD L. BOWEN + ASSOCIATES INC.



Allan L. Renzi, AIA
President

Accepted by Owner:

Name/Title

Date

Print Name and
Title Here:

cc: Accounting
 Contract File
 Mayor
 Police Chief
 Service Director
 R. Wolf, Project Manager

ORDINANCE NO. 159-26

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$75,000 TO THE MEDINA METROPOLITAN HOUSING AUTHORITY (MMHA) FOR 2027 OPERATING OF THE NEXT STEP UP SHELTER.

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

- SEC. 1:** That the expenditure of \$75,000.00 to the Medina Metropolitan Housing Authority (MMHA) for 2027 operating of the Next Step Up Shelter, is hereby authorized, **subject to funding being supported by the County of Medina, as well as the city of Wadsworth.**
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this expenditure are available as follows: \$25,000.00 in Account No. 153-0771-52215 (National Opioid Settlement Funds) and \$50,000.00 in Account No. 001-0707-52215 (General Administration).
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

ORDINANCE NO. 160-26

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT TWO (2) EASEMENTS TO COLUMBIA GAS OF OHIO, INC. TO ACCOMMODATE THE CITY'S NORTH HUNTINGTON STREET RECONSTRUCTION PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized to grant two (2) easements to Columbia Gas of Ohio, Inc. to accommodate the City's North Huntington Street Reconstruction Project.
- SEC. 2:** That a copy of Easement, PPN #028-19A-17-042 is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That a copy of Easement, PPN #028-19A-17-005 is marked Exhibit B, attached hereto and incorporated herein.
- SEC. 4:** That the Mayor is hereby directed to determine that the grant of said easements would not be inconsistent with the City's uses therein.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Easement No. 028-19A-17-042

ORD. 160-26
Exh. A

EASEMENT

This Easement (collectively, this "Easement") is made by and between **The 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: Vol. 401 Page 172, Vol. 401 Page 170, Vol. 401 Page 168 & Vol. 401 Page 175
Permanent Parcel No.: 028-19A-17-042

- 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 Grantor in connection with Grantor 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 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 _____, 2026.

GRANTOR:

THE CITY OF MEDINA

Signature

Jim Shields

Printed Name

Mayor

Title

STATE OF _____)
COUNTY OF _____) SS.

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 _____
Jim Shields, _____ 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 _____ 2026.

Notary Public

My commission expires: _____

Prepared by & approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC
4000086429

EXHIBIT 'A'

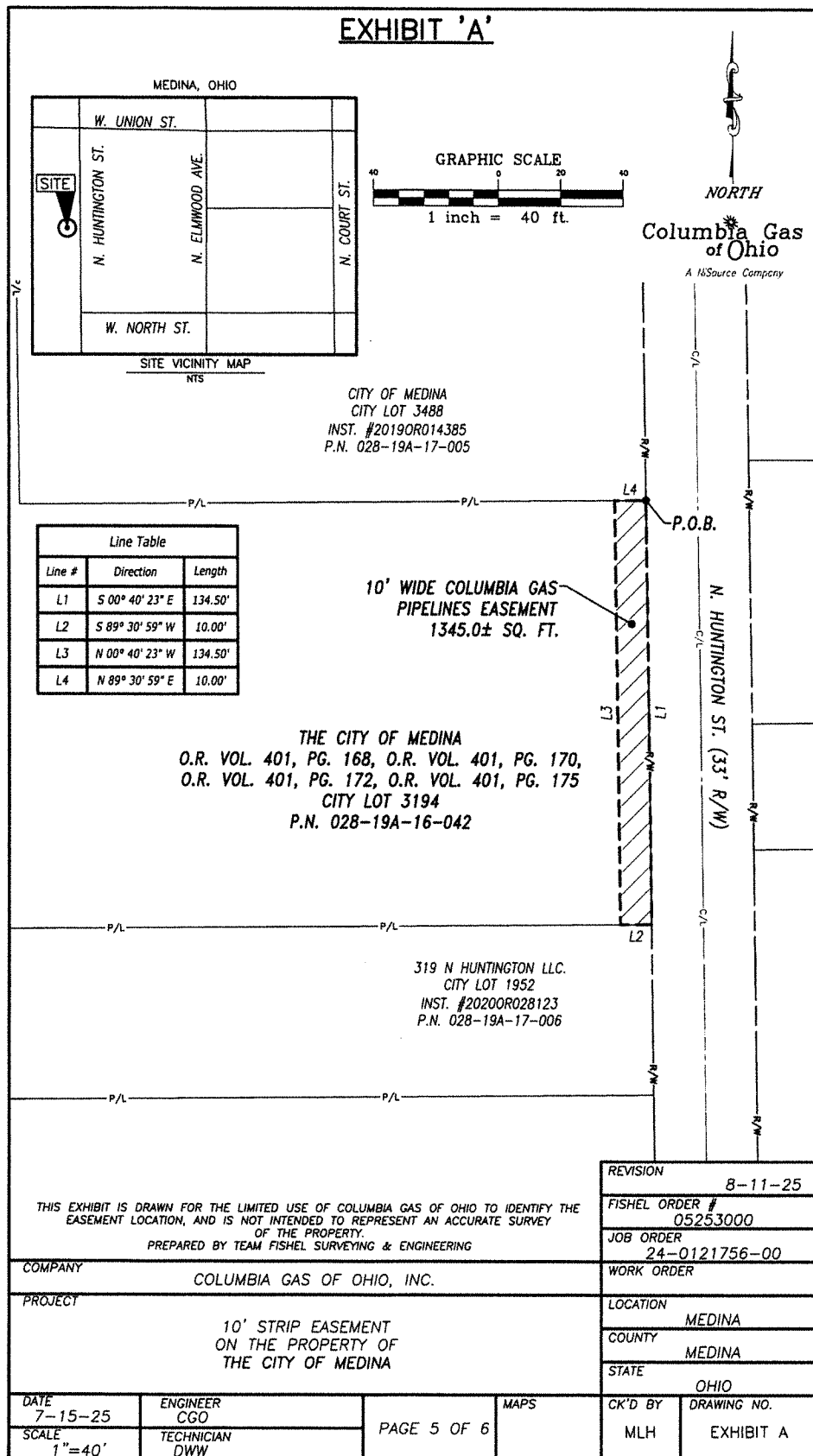


EXHIBIT "A"

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 3194. Also being a non-exclusive easement within the bounds of Parcel Number 028-19A-16-042, and being currently conveyed to **THE CITY OF MEDINA**. (Hereon referred to as Grantor) of record in Official Record Volume 401, Page 168, Official Record Volume 401, Page 170, Official Record Volume 401, Page 172, and Official Record Volume 401, Page 175 as recorded in the Medina County Recorder's Office, Medina, Ohio, and being more particularly described as follows:

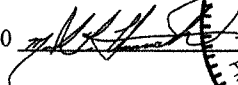
Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of City of Medina, in Instrument Number 2019OR014385, (Parcel Number 028-19A-17-005) and the Grantors Northeast Property Corner. Said point being the **Point of Beginning** of the herein described 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 **134.50** 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 **134.50** feet to a point;
4. Thence, **N-89° 30' 59"-E** for a distance of **10.00** feet to the **Point of Beginning**.

Said easement as surveyed contains **1345.0±** Square Feet of land more or less.

Mark L. Hannah P.S. 7500



24-0121756-00
CITY-S-REV

Easement No. 028-19A-17-005

ORD. 160-26
Exn. B

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 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 _____, 2026.

GRANTOR:

CITY OF MEDINA

Signature _____

Jim Shields

Printed Name

Mayor

Title

STATE OF _____)
)
COUNTY OF _____) SS.

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 _____
Jim Shields, _____ 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 _____ 2026.

Notary Public

My commission expires:

Approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC
4000086429

EXHIBIT 'A'

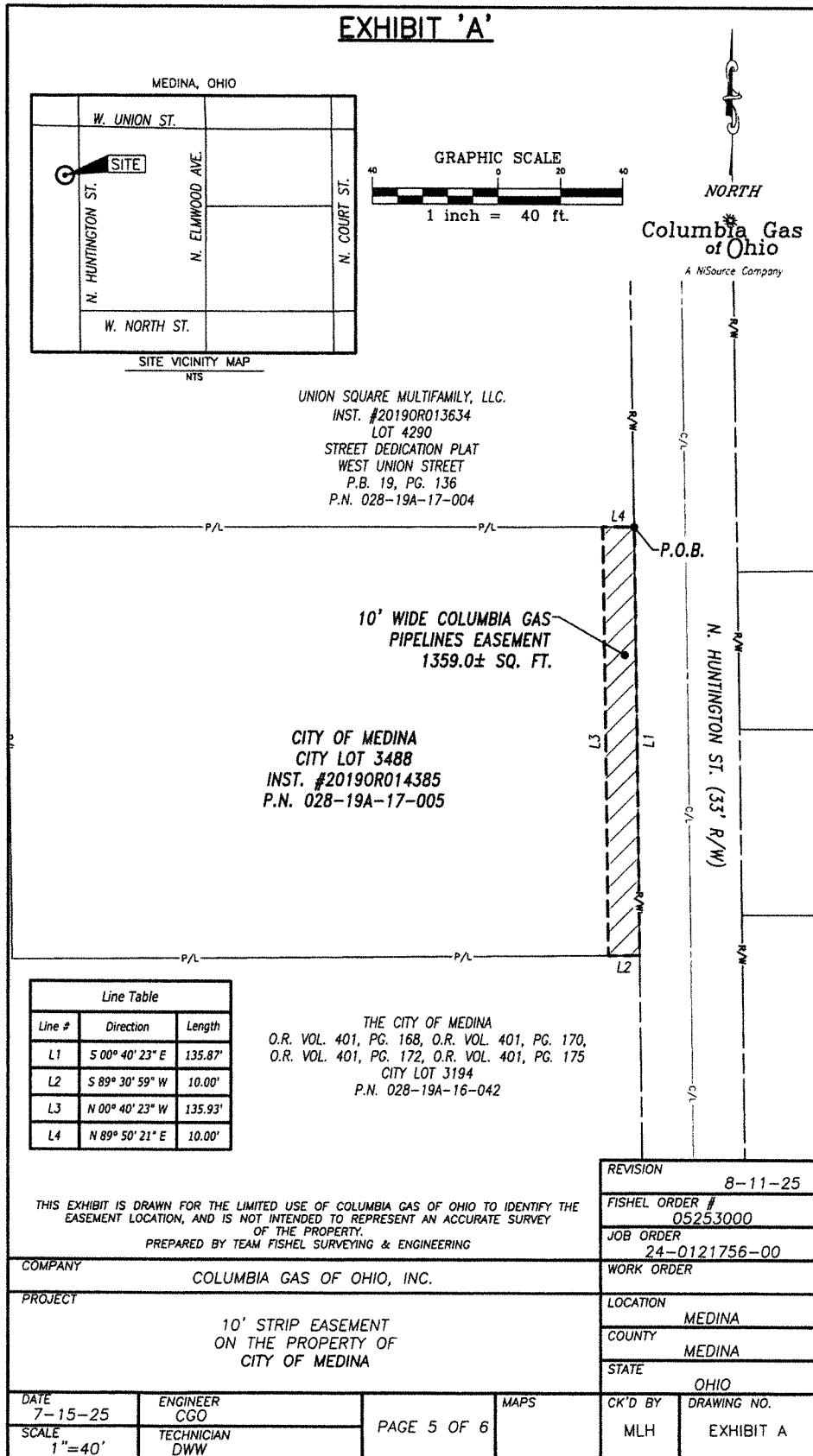


EXHIBIT "A"

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:

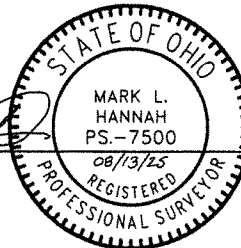
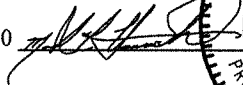
Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of Union Square Multifamily, LLC. in Instrument Number 2019OR013634, (Parcel Number 028-19A-17-004) and the Grantors Northeast Property Corner. Said point being the Point of Beginning of the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



24-0121756-00
CITY-N

ORDINANCE NO. 161-26

**AN ORDINANCE AMENDING ORDINANCE NO. 218-25,
PASSED DECEMBER 8, 2025. (Amendments to 2026 Budget)**

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

SEC. 1: That Ordinance No. 218-25, passed December 8, 2025, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0704-52215	2,500.00 *
001-0707-56615	1,335,380.00 *
001-0704-52225	25,000.00 *
001-0707-53313	23,000.00 *
106-0101-53315	200.00 *
125-0452-56615	150,000.00 *
127-0463-56615	30,000.00 *
138-0462-56615	229,000.00 *
139-0462-56615	446,000.00 *
162-0705-52215	30,000.00 *
169-0716-54412	344.06 *
301-0707-54411	5,000.00 *
301-0716-54412	344.06 *
380-0674-56615	485,150.00 *
821-0230-54412	1,335,380.00 *
938-0940-56612	60,000.00 *

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 162-26

**AN ORDINANCE AUTHORIZING THE FINANCE
DIRECTOR TO MAKE CERTAIN FUND ADVANCES.**

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund advances:

- \$1,335.380.00 from (001) General Fund to (821) Cemetery Mausoleum Fund

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor