FINANCE COMMITTEE AGENDA
October 26, 2026
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 26-203-10/26 – Budget Amendments
    a. #2026-037
3. 26-204-10/26 – Rollover Outstanding Advances
4. 26-205-10/26 – Fund Advance Request – Airport Runway Project
5. 26-206-10/26 – Second Lease Modification Agreement – Municipal Airport
6. 26-207-10/26 – Expenditure – TEGOH – IT Dept.
7. 26-208-10/26 – 2027 Blanket PO – Technology Engineering Group – IT Dept.
8. 26-209-10/26 – Job Creation Grant for Falcon Industries, Inc.
9. 26-210-10/26 – Job Creation Grant for Spray Products Corporation
10. 26-211-10/26 – Bids Job #1192: Railroad Improvement Project, Ph. 2
11. 26-212-10/26 – Amend Ord. 77-26 – 2026 Concrete Street Repair Program
12. 26-213-10/26 – Fair Market Value Estimates for State Rd.
13. 26-214-10/26 – MOU with County for Job #1179 E. Smith Rd. Reconstruction
14. 26-215-10/26 – 2026 Bulletproof Vest Grant Application – Police
15. 26-216-10/26 – Amend Code 133.01, Association Memberships – Police
16. 26-217-10/26 – 2026 Police Vehicle Purchase
17. Executive Session: (pending / imminent court action)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

26-203-10/26 – Budget Amendments
26-204-10/26 – Rollover Advances
26-205-10/26 – Fund Advance – Airport Runway
26-206-10/26 – Medina Municipal Airport – 2nd Lease Modification Agreement
26-207-10/26 – Expenditure – TEGOH – IT Dept.
26-208-10/26 – 2027 Blanket PO – Technology Engineering Group – IT Dept.
26-209-10/26 – Job Creation Grant #JCG29 for Falcon Industries, Inc.
26-210-10/26 – Job Creation Grant #JCG31 for Spray Products Corporation
26-211-10/26 – Bids, Job #1192: Railroad Improvement Project, Ph. 2
26-212-10/26 – Amend Ord. 77-26 – 2026 Concrete Street Repair Program
26-213-10/26 – Fair Market Value Estimates – State Road
26-214-10/26 – MOU with County – Job #1179 – E. Smith Rd. Reconstruction
26-215-10/26 – Grant Application – 2026 Bulletproof Vest – Police
26-216-10/26 – Amend Code 133.01 – Association Memberships – Police
26-217-10/26 – Purchase 2 2027 Police Interceptors – Police Dept.

Special Legislation Committee

26-218-10/26 – Discuss adopting E-Bike and Scooter Legislation
26-219-10/26 – Discuss adopting Data Center Legislation

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only) RCA 26-203 - 10/26 Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE	
FINANCE COMMITTEE	x
COUNCIL	x

NO. 2026-037
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0707-56615	Gen Admin - Adv Out	6,581,163.50		x	Advances / rollovers
		001-0704-50111	Law - wages	20,000.00		x	To cover training period for new prosecutor
		001-0704-51121	law - retirement	3,000.00		x	To cover training period for new prosecutor
		001-0704-51122	Law - hospitalization	4,000.00		x	To cover training period for new prosecutor
		001-0704-51126	law - medicare	300.00		x	To cover training period for new prosecutor
		001-0704-52225	law - legal services	20,000.00		x	to cover legal fees
		001-0743-51122	public bldgs - h/c	8,500.00		x	New ft employee healthcare
		106-0101-56615	police - adv out	5,000,000.00		x	rollover adv
		107-0110-50111	fire - wages	75,000.00		x	to cover wages through year end
		109-0402-56615	ODOD Brownfield Grant-Yost Sunoco	300,000.00		x	rollover adv
		109-0652-56615	adv out airport - alp update	9,375.00		x	rollover adv
		147-0652-56615	adv out - airport alp update	168,750.00		x	repay adv
		147-0659-56615	fy25 airport - eq	469,038.50		x	rollover adv
		147-0670-54411	Airport - land improvements	137,750.00		x	Runway lighting project
		153-0771-52215	opioid - contractual	25,000.00		x	next step up
		169-0716-56615	Muni Court - BANs	5,000,000.00		x	rollover adv
		301-0707-52226	Gen purpose cap - prof services	160,000.00		x	feasibility study
		301-0716-56615	Muni Court - BANs	3,000,000.00		x	rollover adv
		380-0672-56615	OPWC-Smith Rd Ph2	530,000.00		x	rollover adv
		380-0690-56615	OPWC - Medina St Bridge	490,000.00		x	rollover adv
		389-0301-53322	Unanticipated Cap - maint of facil	8,000.00		x	403 s Broadway repairs - water damage
		514-0543-56615	adv out - sanitation	500,000.00		x	rollover adv
		547-0650-56615	airport - adv out	935,000.00		x	rollover adv
		547-0670-54411	Airport - land improvements	7,250.00		x	Runway lighting project
		637-0920-56615	adv out - agency	100,000.00		x	rollover adv
		821-0230-56615	adv out - cem improv	100,000.00		x	rollover adv
		939-0430-56615	adv out - bd/bldg stndrds	10,000.00		x	rollover adv
574-0303-50111	muni pool - wages	574-0303-53322	muni pool - maint of facil	7,300.00	x		to cover po
			Total increases to fund:	23,662,127.00			
			Total reductions to fund:				
			Total transfers within fund:	7,300.00			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers DATE: 10/20/2026

COUNCIL/COMMITTEE ACTION:
APPROVED:
DENIED:
RETURNED FOR EXPLANATION:
RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO. 171-26

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

NO. RCA 26-208-10/26

Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: 10/19/2026
SUBJECT: Rollover of Outstanding Advances

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to **rollover** the following advances:

Advance From;	Advance To:	Amount	Purpose
General Fund (#001)	Grants Fund (#109)	**$9,375.00**	To rollover the advance initially authorized in 2022 for the Airport Narrative / ALP Update project 109-0652
General Fund (#001)	Grants Fund (#109)	**$300,000.00**	To rollover the advance initially authorized in 2025 for the Yost Sunoco ODOD Brownfield project 109-0402
General Fund (#001)	Fed Airport Grant Fund(#147)	**$150,000.00**	To rollover the advance initially authorized in 2020 for the Airport Obstruction Removal Study project 147-0659
General Fund (#001)	Fed Airport Grant Fund(#147)	**$319,038.50**	To rollover the advance initially authorized in 2025 for the Airport Snow Plow Eq project 147-0659
General Fund (#001)	Courthouse - BANS (#301)	**$3,000,000.00**	To rollover the advance initially authorized in 2025 for the Courthouse Project BANs 301-0716
General Fund (#001)	Grant Fund (#380)	**$530,000.00**	To rollover the advance initially authorized in 2025 for the E Smith Rd Ph 2 project 380-0672
General Fund (#001)	Grant Fund (#380)	**$490,000.00**	To rollover the advance initially authorized in 2025 for the Medina St Bridge project 380-0690
General Fund (#001)	Sanitation Fund (#514)	**$500,000.00**	To rollover the advance initially authorized in 2025 to cover negatives in the Sanitation Fund 514-0543
General Fund (#001)	Airport Fund (#547)	**$235,000.00**	To rollover the advance initially authorized in 2012 to cover negatives in the Airport Fund 547-0650
General Fund (#001)	Airport Fund (#547)	**$300,000.00**	To rollover the advance initially authorized in 2012 to help pay for a jet fuel tank and dispensing system.547-0650
General Fund (#001)	Airport Fund (#547)	**$400,000.00**	To rollover the advance initially authorized in 2019.547-0650
General Fund (#001)	Agency (#637)	**$100,000.00**	To rollover the advance initially authorized in 2023 to cover shortfalls (#637-0920)
General Fund (#001)	Cemetery Improvement (#821)	**$100,000.00**	To rollover the advance initially authorized in 2023 to cover shortfalls (#821-0230)
General Fund (#001)	Bd/Bldg Standards (#939)	**$10,000.00**	To rollover the advance initially authorized in 2023 to cover shortfalls (#939-0430)
Police Fund (#106)	Courthouse - BANS (#169)	**$5,000,000.00**	To rollover the advance initially authorized in 2025 for the Courthouse Project BANs 169-0716

These advances (for the grant funds) are necessary to cover expenditures until the City recives reimbursment from the grantor agency.

Estimated Cost:
$6,443,413.50 from General Fund
$ 5,000,000 from police fund
Suggested Funding: See above.

Sufficient Funds in Account

Transfer needed: From Account No.:
To Account No.:

NEW APPRORIATION needed in Account No.: refer to appropriation #2026-037

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord/Res. Ord. 179-26
Date: 10-26-26

REQUEST FOR COUNCIL ACTION

No. RCA 26-205 - 10/26

Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 20,2026
SUBJECT: Advance Request

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Fed Airport Grant (#147)	$137,750	Airport Runway Project #1203 (147-0670)

Advance necessary to cover the project.

Estimated Cost: $137,750 from the General Fund. General Fund to be reimbursed once loan funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.: $137,750 increase to account 001-0707-56615
Refer to Appropriation Adjustment #2026-037

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 173-26
Date: 10-26-26

REQUEST FOR COUNCIL ACTION

From: Gregory A. Huber, Law Director **No.** RCA 26-206-10/26

Date: September 25, 2026 **Committee:** Finance

Subject: **Medina Municipal Airport Hangar Lease Agreement (Non-Commercial Operations with Construction Addendum)**

Summary and background:

This is a proposed second lease modification agreement between the City of Medina and Olson Products of Medina, Inc. dba Flight Services of Medina extending the lease for Hangar F-1, F-2, F-3, and Helicopter Maintenance at the Medina Municipal Airport by ten years to expire on November 14, 2044.

Estimated Cost:

Suggested Funding:
Sufficient Funds in Account:
Transfer Needed From:
To:
New Appropriation Needed into Account:

Emergency Clause Requested: **Yes** ___ **No** ___

Reason:

COUNCIL USE ONLY:
Committee Recommendation:

Ord./Res.:
Date:

SECOND LEASE MODIFICATION AGREEMENT
(Term Extension w/Rent Adjustment)
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO
(Hangar F-1, F-2, F-3 and Helicopter Maintenance)

This **SECOND LEASE MODIFICATION AGREEMENT** (this "Modification") is hereby made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **CITY OF MEDINA, OHIO**, a municipal corporation organized and operated under the laws of the State of Ohio (the "City") and **OLSON PRODUCTS OF MEDINA, INC.**, an Ohio corporation, dba **FLIGHT SERVICES OF MEDINA** ("Lessee").

WITNESSETH:

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

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

WHEREAS, pursuant to Ordinance No. 185-94 passed on October 31, 1994 by the Medina City Council, the City authorized a certain Lease Agreement with Lessee (the "Original Lease"), and which Lease was later amended by Lease Amendment dated June 11, 1998 (the "Amendment") (the Original Lease as amended by the Amendment is hereby referred to as the "Original Amended Lease");

WHEREAS, the City and Lessee modified the Original Amended Lease pursuant to a Lease Modification Agreement dated effective January 1, 2024 (hereinafter the Original Lease as modified pursuant to Lease Modification Agreement and as hereby modified is referred to as the "Lease");

WHEREAS, the term of the Lease (the "Term") would expire by its current terms at midnight on November 14, 2034;

WHEREAS, the parties desire to extend the Term of the Lease by ten (10) years to expire at midnight on November 14, 2044;

WHEREAS, the as part of the consideration for extension of the Term of Lease as provided herein, the Lessee has agreed to waive any right Lessee or anyone claiming under Lessee may have to remove any improvements, hangars, t-hangars or the helicopter maintenance building (hereinafter referred to as the "Hangars and Improvements") during the Term of the Lease and at or after the expiration of the Term of the Lease;

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

SECTION 1 – MODIFICATIONS; TERM EXTENSION; RENT; IMPROVEMENTS

A. Revised Term; Conditional Renewal Term. The Term as set forth in Section 2 of the Original Lease is extended to midnight November 14, 2044. The Lessee has no further option to renew the Lease.

B. Revised Rent. The annual rental rate to be paid by the Lessee may be adjusted as of November 14, 2034, to the then fair market field rent ("Fair Market Field Rent") determined by Landlord to be applicable to hangar lease sites at the Medina Municipal Airport.

C. Non-Removal of Improvements; Condition at Term End. Lessee for itself and for its successors, assigns and any person, firm or entity claiming through or under Lessee, hereby agrees that notwithstanding anything to the contrary in the Lease, neither Lessee nor anyone claiming under Lessee, shall have any right during the Term nor at the end or after the end of the Term to remove any improvements, hangars, t-hangars or helicopter maintenance buildings from the Premises, it being agreed that upon expiration and/or earlier termination of the Term of the Lease all improvements, hangars, t-hangers and helicopter maintenance buildings upon the Premises shall become the sole property of Landlord. At such time Lessee shall turn over the Premises and all improvements, hangars, and t-hangars to Landlord in good condition and state of repair, ordinary wear and tear excepted.

SECTION 2 - GENERAL

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

B. Sales or Transfers. For avoidance of doubt, it is agreed that any sale, transfer or assignment of Lessee's interest under this Lease is permitted but subject to the written consent of the City.

C. Lease in Effect. Except as hereby modified, the Lease remains in effect.

D. Memorandum of Lease. A revised Memorandum of Lease in form satisfactory to the Law Director of the City of Medina may be filed with the Medina County, Ohio Recorder's Office in the real estate records for Medina County, Ohio.

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

[EXECUTION PAGES FOLLOW]

CITY OF MEDINA

By:_____
Name: Jim Shields
Title: Mayor

Dated:_____

Document and Form Approved By:

By:_____
Name: Gregory A. Huber
Title: Law Director

STATE OF OHIO)
)SS:
COUNTY OF _____)

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

_____
Notary Public

LESSEE:

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

By: _____
Name:_____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **OLSON PRODUCTS, INC.**, an Ohio corporation, on behalf of the corporation.

_____
Notary Public

RCA 26-207-10/26

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance Only

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

Date: 10/14/2026 **Department:** IT

Amount requested: $35,000 **BOC Approval Date:** _____

Fill below for increases only (Finance Use Only)

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

New PO Total with increase: _____

Account Number: Numerous See Below

Vendor: TEGOH T00211

Department Head/Authorized Signature: _____

Item/Description: 2027 City Wide Phones Intermedia-Broken out by department.

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

Date Approved/Denied by Finance Committee: _____

_____ **Date to Finance:** _____

Clerk of council

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

Thank you.

Revised: 5/7/2025

			2027 EST	
LINE NUMB	LINE DESCRIPTION	ACCOUNT	LINE AMOUNT	
1	PHONE CHARGES-GENERAL ADMIN	001-0707-52212 (GEN ADM - UTILITY & COMMUNICATIONS)	$	320.00
2	PHONE CHARGES-FIRE	107-0110-52212 (FIRE-UTILITIES/COMMUNICATIONS)	$	2,624.00
3	PHONE CHARGES-WTR OFFICE	513-0531-52212 (WTR OFFICE-UTILITIES/COMMUNICA)	$	500.00
4	PHONE CHARGES-POLICE	106-0101-52212 (POLICE-UTILITIES/COMMUNICATIONS)	$	8,300.00
5	PHONE CHARGES-REC CENTER	574-0350-52212 (REC CNTR ADM-UTILITIES/COMMUNICATIONS)	$	4,740.00
6	PHONE CHARGES-PARKS	104-0301-52212 (PK MAINT-UTILIT/COMMUNICATIONS)	$	920.00
7	PHONE CHARGES-VEHICLE MAINT	676-0746-52212 (MECHANIC-UTILITIES/COMMUNICATIONS)	$	380.00
8	PHONE CHARGES-CEMETERY	001-0210-52212 (CEMETERY - UTILITIES / COMMUNICATIONS)	$	800.00
9	PHONE CHARGES-BLDG	001-0430-52212 (BLDG - UTILITIES / COMMUNICATIONS)	$	1,196.00
10	PHONE CHARGES-CIVIL SERV	001-0723-52212 (CSC-UTILITIES & COMMUNICATIONS)	$	380.00
11	PHONE CHARGES-PLANNING	001-0410-52212 (P&Z COMM - UTIL / COMMUNICATIONS)	$	645.00
12	PHONE CHARGES-COUNCIL	001-0701-52212 (COUNCIL - UTIL / COMMUNICATIONS)	$	645.00
13	PHONE CHARGES-ECON DEV	001-0748-52212 (ECON DEV-UTILITIES/COMMUNICAT)	$	920.00
14	PHONE CHARGES-ENGINEER	001-0742-52212 (ENG-UTILITIES/COMMUNICATIONS)	$	1,196.00
15	PHONE CHARGES-FINANCE	001-0703-52212 (FINANCE - UTIL / COMMUNICATONS)	$	1,292.00
16	PHONE CHARGES-IT	388-0714-52212 (COMPUTER CAP-UTILITIES/COMMUNICATIONS)	$	1,040.00
17	PHONE CHARGES-LAW	001-0704-52212 (LAW - UTIL AND COMMUNICATIONS)	$	1,484.00
18	PHONE CHARGES-MAYOR	001-0702-52212 (MAYOR - UTILITIES / COMMUNICATIONS)	$	644.00
19	PHONE CHARGES-DISPATCH	106-0102-52212 (MPD COMM CTR-UTILITIES)	$	2,120.00
20	PHONE CHARGES-SANITATION	514-0543-52212 (SAN COLL-UTILITIES/COMMUNICATIONS)	$	824.00
21	PHONE CHARGES-SERVICE DEPT	001-0741-52212 (SVC DIR-UTILITIES/COMMUNICAT)	$	380.00
22	PHONE CHARGES-STREET	102-0610-52212 (ST REPAIR-UTILITIES/COMMUNICATION)	$	644.00
23	PHONE CHARGES-UT BILLING	513-0708-52212 (UTIL BILLING-UTIL/COMMUNICATIONS)	$	932.00
24	PHONE CHARGES-WTP	513-0533-52212 (WTP-UTIL & COMMUNICATIONS)	$	1,220.00
25	PHONE CHARGES-FORESTRY	001-0420-52212 (SHADE TREE - UTILITIES / COMMUNICATIONS)	$	354.00
			$	**34,500.00**

REQUEST FOR COUNCIL ACTION

No. RCA 26-208-10/26

FROM: Sgt. Darin Zaremba
Committee: Finance
DATE: October 14, 2026
SUBJECT: 2027 Blanket Technology Engineering Group

SUMMARY AND BACKGROUND:

Item/Description: IT Services-Maintenance/Support 388-0714-52226 $30,000
ZOHO Password Maintenance 388-0714-53321 $500
Barracuda Backup 388-0714-53321 $10,235
Barracuda XDR & EDR-200 devices 388-0714-53321 $21,648
DUO Authentication-250 Devices 388-0714-53321 $9,481
Barracuda Email Archiving Support 388-0714-53321 $4,349
Barracuda Spam/Email Gateway Support 388-0714-53321 $4,157
Barracuda XDR Mailbox 388-0714-53321 $10,205
Barracuda XDR Email Monitor $2,959
Barracuda Managed Vulnerability $8,937
Barracuda FW Network Monitor $6,862
Barracuda Server Monitor $3,113
Law Dept Cloud Backup $200
Ninja 1 Network IT MGMT-225 Devices 388-0714-53315 $5,265
Meraki Support 46 Cameras 14 WAP,20 switches, 6 firewalls 388-0714-53315 $15,500
Meraki Support Rec Center 7 WAP, 3 Switches, 1 Firewall 574-0350-53321 $2,500
Amazon Storage S3/Duo Circle Scan to Email O365 388-0714-53315 $174
2026 Office 365/Email City (154 standard) 388-0714-53315 $27,499
2026 Office 365/Email Water Dept (9 standard) 513-0533-53315 $1,526
2026 Office 365/Email Rec Center (13 standard) 574-0350-53315 $2,198
MDM Management Software 388-0714-53321 $$3,600

Total $170,908

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

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 26-209-10/24

FROM: Kimberly Marshall **Committee** Finance
DATE: October 19, 2026
SUBJECT: Job Creation Grant for Falcon Industries, Inc.

SUMMARY AND BACKGROUND:

A request for the Mayor to enter into a Job Creation Grant agreement with Falcon Industries, Inc. for the purpose of constructing a 38,000 square foot addition to their manufacturing facility located at 180 Commerce Dr. to allow for new machinery and equipment as well as improve current operations.

Falcon Industries Inc. will have a total investment of $4,370,00 for the facility, M&E and improvements.

Falcon Industries Inc. has committed to creating 7 new full-time positions and new payroll of $780,000 to the City of Medina at the following schedule:

Year 2027 - 3 new FT positions
Year 2028 - 3 new FT positions
Year 2029 - 1 new FT positions

The agreement will provide Falcon Industries Inc with a grant of up to 40% new payroll taxes to the City of Medina for three years.

The agreement is subject to Law Director's review and approval.

As a reminder to council and the public, grant payments are funded through non-income tax generated revenue.

Suggested Funding:

- **Sufficient funds in Account No.**
- **Transfer needed from Account No.**
  to Account No.
- **NEW APPROPRIATION needed in Account No. 001-0748-56613**

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

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

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

EXHIBIT A **GRANT# JCG29-Falcon**

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Falcon Industries, Inc. with its main offices located at 180 Commerce Drive (hereinafter referred to as "Company), and is dated as of _____.

WITNESSETH:

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

WHEREAS, **Falcon Industries, Inc.** is desirous to expand their business in the City of Medina located at 111 Commerce Dr., Medina, Ohio to create 7 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing **Falcon Industries, Inc.** with incentives available for the development of the PROJECT; and

WHEREAS, **Falcon Industries, Inc.** has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, **Falcon Industries, Inc.** has remitted the required application fee of $ 500.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

   A. **Falcon Industries, Inc.** shall **expand by constructing a 38,000 square foot facility located at 180 Commerce Drive, Medina, Ohio**

2. Project Investment.

   A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **$4,370,000.00** (dollars) the PROJECT.

   B. The PROJECT will involve a total investment, plus or minus 10%, by **Falcon Industries, Inc.** as follows:

1. Additions/New Consturction	**$**	**4,100,000.00**
2. Improvements to Existing Buildings	**$**	**50,000.00**
2. Machinery & Equipment	**$**	**200,000.00**
2. Furniture & Equipment	**$**	**20,000.00**
TOTAL	**$**	**4,370,000.00**

   C. Improvements to facility will begin approximately **October, 2026** and will be completed approximately **October, 2027**.

3. Job Creation and Retention.

   A. **Falcon Industries, Inc.** shall create in the City of Medina within a time period not exceeding **36** months after the occupation of the aforesaid facility, the equivalent of **7** new full-time permanent job opportunities in the City of Medina.

      1) **Falcon Industries, Inc.** schedule for hiring permanent full-time employees is as follows:

Year	Number of Jobs New to Medina
1	**3 (2027)**
2	**3 (2028)**
3	**1 (2029)**

   B. The job creation period begins approximately January, 2027 and all jobs will be in place by December 2029.

C. The Company currently has 41 employees in the City of Medina. In total, the Company has 44 full-time permanent employees in the State of Ohio.

D. The increase in the number of employees new to the City of Medina will result in approximately $780,000 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

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

Years	Amount of Grant as a Percentage Payroll Taxes New to Medina
3	**40%**

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

B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **$4,875.00 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**

C. To receive a grant in any given year, **Falcon Industries, Inc.** must retain full time permanent jobs existing in Medina prior to the Agreement.

(1) If **Falcon Industries, Inc.** does not achieve at least 90% of new payroll and employment projections, **Falcon Industries, Inc.** shall receive reduced incentives according to the schedule below:

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

(2) If **Falcon Industries, Inc.** fails to meet 75% of new payroll **and** new employment projections in any given year, the grant shall not be awarded for that year.

(3) New payroll is defined as that amount in excess of the amount in Section 3(D) above.

5. Grant Payments.

A. Initial Grant Payment.

(1) Year 3 projections must be met by December 31, 2029. The initial grant payment shall be made by approximately July 1, 2030 (**following year**), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that **Falcon Industries, Inc.** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2029, at the latest or February 28, 2028 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.

(2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **Falcon Industries, Inc.** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.

(3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **Falcon Industries, Inc.** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

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

C. Use of Grant Payments. Grants shall be allocated by **Falcon Industries, Inc.** for land acquisition, building acquisition, purchase of machinery/equipment,

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

6. Payment of Taxes and Filing Reports and Returns. **Falcon Industries, Inc.** shall pay all taxes and shall file all tax reports and returns as required by law. If **Falcon Industries, Inc.** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **Falcon Industries, Inc.** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Falcon Industries, Inc.** compliance with the Agreement.

8. Maintenance of Grant.

   A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.

   B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **Falcon Industries, Inc.** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.

9. Certification as to Payment of Taxes. **Falcon Industries, Inc.** certifies that at the time this Agreement is executed, **Falcon Industries, Inc.** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **Falcon Industries, Inc.** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **Falcon Industries, Inc.** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Falcon Industries, Inc**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Falcon Industries, Inc.** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges

that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **Falcon Industries, Inc.** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **Falcon Industries, Inc.** in all pertinent respects.

12. Termination or Modification of Incentives.

A. If **Falcon Industries, Inc.** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.

B. If **Falcon Industries, Inc.** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.

C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.

D. If **Falcon Industries, Inc.** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **Falcon Industries, Inc.'s** breach or default.

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

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

F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:

1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or

2) In the event that **Falcon Industries, Inc.** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

G. **Falcon Industries, Inc.** or successor entity shall promptly notify the City of Medina if any of the following events occur:

(i) If control of **Falcon Industries, Inc.** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or

(ii) If **Falcon Industries, Inc.** merges with another entity or

(iii) If **Falcon Industries, Inc.** substantially restructures itself through an acquisition or divestiture or otherwise

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

H. Each provision for modification or termination hereunder shall not affect **Falcon Industries, Inc.'s** obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. **Falcon Industries, Inc.** shall pay an annual fee of $ 500 (five hundred dollars) in each year that **Falcon Industries, Inc.** has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to:

James Shields, Mayor
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

With a copy to:

Director of Law– City of Medina
Gregory Huber
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

If to _____ to:

Falcon Industries, Inc.

_____

Brian Fitzgerald, President
180 Commerce Drive
Medina, OH 44256

or such other address as may be noticed.

15. Condition Precedent. **Falcon Industries, Inc.** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Jim Shields, its Mayor, and pursuant to Ordinance No. 154-07 and **Falcon Industries, Inc.**, by **Brian Fitzgerald, President**, have caused this instrument to be executed on the _____ day of _____, 2026.

WITNESSED BY:

_____

_____

WITNESSED BY:

_____

_____

_____

CITY OF MEDINA

By: _____

Title: Mayor

By: _____

Title: _____

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

DIRECTOR OF LAW– CITY OF MEDINA

By: _____

Date: _____

Medina

CITY OF MEDINA
JOB CREATION GRANT APPLICATION

The following is an application to the City of Medina located in the County of Medina by Falcon Industries, hereinafter referred to as the company, for Job Creation Grant Incentives.
(company name)

I. General Information

Applicant Company Name Falcon Industries, Inc.

Home or Main Office Street Address 180 Commerce Dr

City Medina State OH Zip code 44256

Local Project Site Street Address 180 Commerce Dr

City Medina State OH Zip code 44256

Contact Person Name Brian FitzGerald

Telephone 330/723-0099 Fax 330/723-5399

Email bfitzgerald@falconindustries.com

Nature of business (manufacturing, distribution, wholesale, retail, residential or other)

Manufacturing

Standard Industrial Codes that apply to the products produced by the enterprise.

SIC Code # 3532 NAICS Code # 333131

SIC Code # 3531 NAICS Code # _____

Form of business (corporation, partnership, proprietorship, or other).

Corporation

Medina

CITY OF MEDINA
JOB CREATION GRANT APPLICATION

Name of principal owner(s) or officers of the company (attach list if necessary).

J. Donald FitzGerald CEO

Brian FitzGerald President

Does the company owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes _____ No X (please check)

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No X (please check)

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No X (please check)

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional sheets if needed).

Medina

CITY OF MEDINA
JOB CREATION GRANT APPLICATION

II. Financial Information & Project Information

Estimate the amount to be invested by the company to establish, expand, renovate or occupy a facility:

		Total Amount
A	Land	$ —
B	Acquisition of Buildings	$ —
C	Additions/New Construction	$ 4,100,000
D	Improvements to Existing Buildings	$ 50,000
E	Machinery & Equipment	$ 200,000
F	Furniture & Equipment	$ 20,000
G	Inventory	$
	Total New Project Investment	$ 4,370,000

Project will begin 3rd Q, 2026 **and be completed** 3rd Q, 2027.

Project Description: Expand Current Facility To Improve Operations, To Support Current Growth Rate, And To Accomodate Bringing Manufacturing Equipment From Over Seas

Business's reasons for requesting tax incentives (be quantitatively specific as possible)

We would like To Grow Operations in Ohio, Rather Than In our Minnesota Facility. We would use The Savings To Invest in New Equipment, Along With Bringing Existing Manufacturing Equipment In From Italy. It would Also offset The High Costs of Hiring and Training.

III. Employment & Payroll Information

A. State the company's current employment level in the City of Medina (for all locations) and the total of any other Ohio locations as well as annual payroll for those jobs:

Current F/T Permanent Employees in Medina	41	Current Annual Payroll for F/T Permanent Employees in Medina	2025- $2,412,000 $1,581,100
Current F/T Employees in **Ohio** at locations outside of City of Medina	3	Current Annual Payroll for F/T Employees in Ohio at locations outside City of Medina	2025- $457,000 $179,700

B. List proposed schedule for new hiring as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	3	3	1	7

C. Estimate the amount of Payroll such <u>NEW</u> employees will add as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	$ 500,000	$ 230,000	$ 50,000	$ 780,000

Medina

CITY OF MEDINA
JOB CREATION GRANT APPLICATION

IV. Certifications

Submission of the application expressly authorizes **The City of Medina**
(Name of Local Jurisdiction)

to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

FALCON INDUSTRIES, Inc.
Name of Property/Business Owner

8/12/2026
Date

Signature

BRIAN FITZGERALD, PRESIDENT
Typed Name and Title

Application Fee:

- **A non-refundable fee of $500.00 is to be submitted with this application. A copy of the application will be attached to the final Job / Payroll Creation Grant Program Agreement, which must be submitted to City Council for approval.**

REQUEST FOR COUNCIL ACTION

No. RCA 26-210-10/26

FROM: Kimberly Marshall

Committee Finance

DATE: October 19, 2026

SUBJECT: Job Creation Grant Agreement for Spray Products Corporation

SUMMARY AND BACKGROUND:

A request for the Mayor to enter into a Job Creation Grant agreement with Spray Products Corporation for the purpose of expanding their business and making renovations to the building at 1000 Lake Rd.

Spray Products Corporation will have an investment of $7,000,000 in this project.

Spray Products Corporation has committed to creating 32 new full-time positions with new payroll of $2,240,000 to the City of Medina at the following schedule:

Year 2027 - 11 new FT positions
Year 2028 - 11 new FT positions
Year 2029 –10 new FT positions

The agreement will provide Spray Products Corporation with a grant up to 40% of new payroll taxes to the City of Medina for five years.

We respectfully request approval of the Job Creation Grant agreement subject to Law Director's approval. (Draft Agreement attached)

Suggested Funding:

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

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

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

EXHIBIT A **GRANT# JCG31-Spray Products**
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Spray Products Corporation with its main offices located at 1100 East Hector Street, Suite 225, Conshohocken, PA 19428 (hereinafter referred to as "Company), and is dated as of _____.

WITNESSETH:

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

WHEREAS, **Spray Products Corporation** is desirous to expand their business in the City of Medina located at 1000 Lake Road, Medina, Ohio to create 32 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

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

WHEREAS, **Spray Products Corporation** has remitted the required application fee of $ 250.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

   A. **Spray Products Corporation** shall **renovate a facility located at 1000 Lake Road, Medina, Ohio**

2. Project Investment.

   A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **$7,000,000.00** (dollars) the PROJECT.

   B. The PROJECT will involve a total investment, plus or minus 10%, by **Spray Products Corporation** as follows:

1. Improvements to Existing Buildings	**$ 4,000,000.00**
2. Machinery & Equipment	**$ 2,500,000.00**
3. Furniture & Equipment	**$ 400,000.00**
4. Inventory	**$ 100,000.00**
TOTAL	**$ 7,000,000.00**

   C. Improvements to facility will begin approximately **November, 2026** and will be completed approximately **December, 2029**.

3. Job Creation and Retention.

   A. **Spray Products Corporation** shall create in the City of Medina within a time period not exceeding **36** months after the occupation of the aforesaid facility, the equivalent of **32** new full-time permanent job opportunities in the City of Medina.

      1) **Spray Products Corporation** schedule for hiring permanent full-time employees is as follows:

Year	Number of Jobs New to Medina
1	**11 (2027)**
2	**11 (2028)**
3	**10 (2029)**

B. The job creation period begins approximately July, 2027 and all jobs will be in place by December 2029.

C. The Company currently has 156 employees in the City of Medina. In total, the Company has 156 full-time permanent employees in the State of Ohio.

D. The increase in the number of employees new to the City of Medina will result in approximately $2,240,000 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

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

Years	Amount of Grant as a Percentage Payroll Taxes New to Medina
5	**40%**

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

B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **$14,000.00 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**

C. To receive a grant in any given year, **Spray Products Corporation** must retain full time permanent jobs existing in Medina prior to the Agreement.

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

% of New Payroll Projection Achieved	Amount of Grant as a Percentage of Payroll Taxes New to Medina
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%

Less than 75% no grant for that year; and

(2) If **Spray Products Corporation** fails to meet 75% of new payroll **and** new employment projections in any given year, the grant shall not be awarded for that year.

(3) New payroll is defined as that amount in excess of the amount in Section 3(D) above.

5. Grant Payments.

A. Initial Grant Payment.

(1) Year 3 projections must be met by December 31, 2029. The initial grant payment shall be made by approximately July 1, 2030 (**following year**), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that **Spray Products Corporation** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2030, at the latest or February 28, 2029 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.

(2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **Spray Products Corporation** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.

(3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **Spray Products Corporation** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

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

C. Use of Grant Payments. Grants shall be allocated by **Spray Products Corporation** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **Spray Products Corporation** shall pay all taxes and shall file all tax reports and returns as required by law. If **Spray Products Corporation** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **Spray Products Corporation** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Spray Products Corporation** compliance with the Agreement.

8. Maintenance of Grant.

A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.

B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **Spray Products Corporation** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.

9. Certification as to Payment of Taxes. **Spray Products Corporation** certifies that at the time this Agreement is executed, **Spray Products Corporation** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **Spray Products Corporation** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **Spray Products Corporation** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Spray Products Corporation**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Spray Products Corporation** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied

employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

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

12. Termination or Modification of Incentives.

A. If **Spray Products Corporation** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.

B. If **Spray Products Corporation** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.

C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.

D. If **Spray Products Corporation** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **Spray Products Corporation's** breach or default.

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

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

F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:

1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or

2) In the event that **Spray Products Corporation** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

G. **Spray Products Corporation** or successor entity shall promptly notify the City of Medina if any of the following events occur:

(i) If control of **Spray Products Corporation** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or

(ii) If **Spray Products Corporation** merges with another entity or

(iii) If **Spray Products Corporation** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affect 250the ability of **Spray Products Corporation** or its successor entity to perform substantially the obligations of **Spray Products Corporation** under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of **Spray Products Corporation**" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of **Spray Products Corporation's** board of directors.

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

13. Fees. **Spray Products Corporation** shall pay an annual fee of $ 500 five hundred dollars) in each year that **Spray Products Corporation** has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to:

James Shields, Mayor
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

With a copy to:

Director of Law– City of Medina
Gregory Huber
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

If to _____ to:

Spray Products Corporation

_____

Peter Bastian, Executive Vice President
1100 East Hector St, Suite 225
Conshohocken, PA 19428

or such other address as may be noticed.

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

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **Spray Products Corporation**, by **Peter Bastian, Executive Vice President**, have caused this instrument to be executed on the _____ day of _____, 2026.

WITNESSED BY:

_____

_____

WITNESSED BY:

_____

_____

_____

CITY OF MEDINA

By: _____

Title: Mayor

By: _____

Title: Executive Vice President

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

DIRECTOR OF LAW– CITY OF MEDINA

By: _____

Date: _____

CITY OF MEDINA
JOB CREATION GRANT APPLICATION

The following is an application to the City of Medina located in the County of Medina by Spray Products Corporation, hereinafter referred to as the company, for Job Creation Grant Incentives.
(company name)

I. General Information

Applicant Company Name __Spray Products Corporation_____

Home or Main Office Street Address __1100 East Hector Street, Suite 225_____

City _Conshohocken___ State ___PA_____ Zip code _19428_____

Local Project Site Street Address __1000 Lake Road_____

City __Medina_____ State __OH_____ Zip code ___44256_____

Contact Person Name ____Peter Bastian_____

Telephone __484-905-1141_____ Fax _____

Email ___pbastian@sprayproducts.com_____

Nature of business (manufacturing, distribution, wholesale, retail, residential or other)
Manufacturing

Standard Industrial Codes that apply to the products produced by the enterprise.

SIC Code # __2899_____ NAICS Code # ___325988_____

SIC Code # _____ NAICS Code # _____

Form of business (corporation, partnership, proprietorship, or other).

S Corporation

Name of principal owner(s) or officers of the company (attach list if necessary).

Andrew (Bart) Bastian (majority owner) , Peter Bastian (minority owner through trust), Douglas Geer (Secretary)

Does the company owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes _____ **No** __X_____ (please check)

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ **No** ___X____ (please check)

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ **No** ___X____ (please check)

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional sheets if needed).

II. Financial Information & Project Information

Estimate the amount to be invested by the company to establish, expand, renovate or occupy a facility:

		Total Amount
A	Land	$ 0
B	Acquisition of Buildings	$ 0
C	Additions/New Construction	$ 0
D	Improvements to Existing Buildings	$ 4,000,000
E	Machinery & Equipment	$ 2,500,000
F	Furniture & Equipment	$ 400,000
G	Inventory	$ 100,000
	Total New Project Investment	$ 7,000,000

Project will begin November, 2026_ and be completed December, 2029.

Project Description: Spray Products Corporation ("Spray") has been operating its Medina manufacturing and distribution facility since 2018. Spray acquired the property at 1000 Lake Road from Sherwin-Williams; it was previously utilized as an aerosol manufacturing plant for Plastikote Spray Paint, but had been shuttered and inactive since 2016. Since 2018, Spray has invested heavily in the infrastructure and equipment in the plant to return the plant to service as a premier aerosol manufacturer in North America. The site now is the home location for 156 FTE and 5 aerosol production lines with total annual capacity of 175 million units.

Spray is looking to begin a new investment campaign in the location which will bring at least 32 FTE over the next three years and approximately $2.25 million in new payroll. The total investment is contemplated at $7 million, which will include a new energy-efficient roof and related HVAC systems, new energy efficient LED lighting and exterior windows and doors, a fully renovated 8,000 sq. foot office space for over 25 support and management staff and meeting space for visitors, and a new production line servicing new markets identified as strategic for Spray.

Business's reasons for requesting tax incentives (be quantitatively specific as possible)

As a privately held and family-run business, our access to capital for large projects is limited. Any assistance that can be provided would greatly help us support our proposed job growth and continued capital investment in the site. Payroll expense, before taxes and benefits, is expected to grow to over $15 million by 2030 and savings on newly hired employees would greatly help us move forward with employment growth plans.

III. Employment & Payroll Information

A. State the company's current employment level in the City of Medina (for all locations) and the total of any other Ohio locations as well as annual payroll for those jobs:

Current F/T Permanent Employees in Medina	156	Current Annual Payroll for F/T Permanent Employees in Medina	$ 13,016,391
Current F/T Employees in **Ohio** at locations outside of City of Medina	0	Current Annual Payroll for F/T Employees in Ohio at locations outside City of Medina	$0

B. List proposed schedule for new hiring as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	**11**	**11**	**10**	**32**

C. Estimate the amount of Payroll such <u>NEW</u> employees will add as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	**$ 770,000**	**$ 770,000**	**$ 700,000**	**$ 2,240,000**

IV. Certifications

CITY OF MEDINA
JOB CREATION GRANT APPLICATION

Submission of the application expressly authorizes **The City of Medina**
(Name of Local Jurisdiction)

to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Spray Products Corporation	9/22/2026
Name of Property/Business Owner	Date
Signature	Peter Bastian, Executive VP
	Typed Name and Title

Application Fee:

- **A non-refundable fee of $~~500~~250.00 is to be submitted with this application. A copy of the application will be attached to the final Job / Payroll Creation Grant Program Agreement, which must be submitted to City Council for approval.**

REQUEST FOR COUNCIL ACTION

NO. RCA 26-211-10/26

FROM: Patrick Patton

DATE: October 20, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Bids Job #1192: Railroad Improvement Project, Ph. 2

This request asks authorization to bid and award a project to rebuild the City railroad structure from State Road to Progress Drive, as well as repair and renovate other miscellaneous sections of our track.

The City received a $920,000 grant from the Ohio Railway Development Corporation (ORDC) for this project. The local 20% matching share ($230,000) is being funded equally by the City and our three rail consortium partners. The funding split is as follows:

- ORDC Grant: $ 882,793.60*
- Rail Consortium Partners: $ 172,500.00
- City Funds: $ 48,198.40*
  - TOTAL: $1,103,492.00

*Please note, the City has issued a purchase orders to consultants to complete the surveying and the design for this projects. Those purchase orders total $46,508.

Thank you for your consideration.

ESTIMATED COST: $1,103,492

SUGGESTED FUNDING: City share: 145 Railroad

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: Ord./Res. Number:

Date:

April 27, 2026

Patrick Patton
City Engineer
City of Medina
Via Email

Dear Mr. Patton,

The Ohio Rail Development Commission ("Rail Commission") has received and reviewed the City of Medina's Application to fund a project to rehabilitate 2,400 LF of City owned track in Medina, OH. The Rail Commission is pleased to participate in this project because it improves the safety and efficiency of the city-owned rail line.

The Rail Commission commits up to $920,000, or 80% of the total project cost. Below is our understanding of the project:

- The project will consist of the replacement of the track structure, ballast, ties, and installation of 132# rail at two locations. All work done for both locations will be constructed concurrently under this grant. The first project location will consist of 1,700 LF and the second project location will consist of 700 LF for a total project area of 2,400 LF of rehabilitated track.
- The total estimated project cost is $1,150,000.

Our decision is based on the understanding of the project as described above. If the project assumptions change, we reserve the right to change its commitment accordingly.

The Rail Commission's commitment is contingent upon the formal approval of the full Commission and upon the parties of the project meeting our normal program guidelines. Staff plans to present this project to the Commission for consideration at the May 14, 2026 meeting. The terms of this letter will remain in effect until May 14, 2026, unless extended by us.

We understand that it may be necessary for City of Medina to incur costs before all formal Rail Commission approvals are obtained and funds are encumbered. The City of Medina may go forward with the project. This letter is not to be construed as our final project approval, only an

understanding that the City of Medina may begin the project. The City of Medina acknowledges that any costs incurred, or monies expended, are being incurred or expended at its own risk.

Please continue working with Gerika Tocker of my staff to meet program requirements, including a response to this letter confirming our understanding of the project, and to gain the necessary approvals. Ms. Tocker can be reached by telephone at (614) 387-0748 and by email at gerika.tocker@dot.ohio.gov.

We look forward to being a part of this project.

Sincerely,

Matthew Dietrich
Executive Director

REQUEST FOR COUNCIL ACTION

NO. RCA 26-212-10/26

FROM: Patrick Patton

DATE: October 20, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Amend Ordinance 77-26 regarding the 2026 Concrete Street Repair Program

---

This request asks Council to amend Ordinance 59-24 by increasing the amount authorized by $20,000 to cover additional concrete replacement. This was due to both repairs from emergency water line breaks, and addition of areas where concrete pavement was deemed to have failed.

The total cost for this project will be as follows:

STREET FUNDING (108 0610)		
• Construction (54411)		= $10,000.
	TOTAL:	= $10,000.
WATER FUNDING (513 0533)		
• Construction (54414)		= $ 10,000.
	TOTAL:	= $ 10,000.

Thank you for your consideration.

ESTIMATED COST: $20,000. (increases total amount authorized to $720,000)

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 ($10,000)
513 0533 54414 ($10,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: Ord./Res. Number:

Date:

ORDINANCE NO. 77-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2026 CONCRETE STREET REPAIR PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2026 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of $700,000.00, is available as follows: $650,000.00 in Account No. 108-0610-54411, and $50,000.00 in Account No. 513-0533-54414.

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

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

PASSED: May 11, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 12, 2026

SIGNED: James A. Shields
Mayor

REQUEST FOR COUNCIL ACTION

NO. RCA 26-213-10/26

FROM: Patrick Patton

DATE: October 20, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Fair Market Value Estimates (FMVE) for State Road

In order to complete the reconstruction of State Road, Phase 1, the City must acquire several easements. In order for the City's right-of-way consultant (O. R. Colan to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE) for the project. Below please find a summary for the value these easements:

Address	Parcel	FMVE
230 State	028-19A-20-067 028-19A-20-068	$300
800 W. Liberty	028-19A-20-080	$6,800
740 W. Liberty	028-19A-20-084	$700
809 W. Liberty	029-19A-20-016	$14,975
737 W. Liberty	028-19A-20-082	$1,650
811 W. Liberty	029-19A-20-005	$14,700
80-130 State	028-19A-20-100 028-19A-20-008	$300
85 State	029-19A-20-002 029-19A-20-003	$1,750
239 State	029-19A-16-033	$300
230 State	029-19A-16-024 029-19A-16-003 029-19A-16-002	$300
	TOTAL	$41,775

To summarize, this request asks for Council's acceptance of the FMVE appraisals for the above easements, and authorizes the Mayor to sign each FMVE appraisal; by his signature the City will thus authorize the Consultant to proceed with the acquisition process.

In addition, this request asks that if the property owners agree to the FMVE as listed, the City will accept the easement and authorize its recording and payment to the property owner. If the property owner does not agree to the FMVE as listed, this matter will be presented to Council for consideration.

Thank you for your consideration.

ESTIMATED COST: $41,775

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:
Date:

REQUEST FOR COUNCIL ACTION

NO. RCA 26-214-10/26

FROM: Patrick Patton

DATE: October 20, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Memorandum of Understanding with Medina County for Job #1179 E. Smith Road Reconstruction

---

This request asks Council to enter into a Memorandum of Understanding (MOU) with Medina County for Job #1179 E. Smith Road Reconstruction. The MOU will allow the City to complete the work to replace the existing sanitary sewer on E. Smith and then invoice Medina County for 100% of the cost for the work.

Thank you for your consideration.

ESTIMATED COST:

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: Ord./Res. Number:

Date:

MEMORANDUM OF UNDERSTANDING

SANITARY SEWER CONSTRUCTION on EAST SMITH ROAD in the CITY OF MEDINA

Terms to be contained in a Memorandum of Understanding ("MOU') between the MEDINA COUNTY COMMISSIONERS (County), and the CITY OF MEDINA (CITY).

Section 1: Project Description

The CITY will be completing a reconstruction and replacement of East Smith Road between South Jefferson Street and S. Harmony Street in the City of Medina.

The Medina County Sanitary Engineers (MCSE), under an agreement with the City entered into in 2022, operates and maintains a City owned sanitary sewer that extends through the project limits of this project.

MCSE has requested that the CITY replace the existing sanitary sewer and appurtenances with a new sewer and appurtenances as part of the CITY's East Smith Road Reconstruction, Phase II project.

Construction is tentatively scheduled to begin in the spring of 2027.

Section II – Consent Statement

Being in the public interest, the COUNTY gives consent to the CITY to complete the replacement of the sanitary sewer in conjunction with the East Smith Road Reconstruction, Phase II project.

Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY agrees to assume and bear one hundred percent (100%) of the engineering and project administration costs for this project.
2. The CITY shall submit the completed construction plans to the COUNTY for review and approval prior to commencing this project.
3. The CITY shall modify the plans as requested by the COUNTY with regards to the final sanitary sewer design.
4. The COUNTY agrees to assume and bear one hundred percent (100%) of the construction costs and construction inspection costs for the sanitary sewer line replacement.
5. The preliminary construction cost estimate for the COUNTY's share of this project is $479,000.
6. The actual final total share shall be calculated by the CITY upon completion of the project.

7. The CITY shall use the contract unit prices and the final approved contract unit price quantities to calculate the final total share due by the COUNTY.
8. The COUNTY shall submit payment for the final total share due to the CITY within sixty (60) days after receiving the invoice from the CITY.

Section IV – Maintenance

The City shall require the contractor to post a two-year maintenance bond to become effective upon completion and acceptance of the project. The County shall, in accordance with the 2022 agreement between the County and the City, assume responsibility for the maintenance of the sanitary sewer and appurtenances installed as part of this project upon the expiration of the contractor's maintenance bond.

MEDINA COUNTY COMMISSIONERS	CITY OF MEDINA, OHIO
By (signature):	By (signature):
Printed Name: Colleen M. Swedyk	Printed Name:
Title: Board President	Title:
Date: 10/13/26	Date:

REQUEST FOR COUNCIL ACTION

No. RCA 26-215-10/26

Committee Finance

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

(Signature)

Mayor's Initials:

Guidelines: See information on back of form

Date: 10/20/26

Subject: Patrick Leahy Bulletproof Vest Partnership 2026 Grant (BVP) Application & Acceptance

Summary and Background: The Medina Police Department respectfully requests approval to apply for and receive grant funds for police officer ballistic vests. The Patrick Leahy Bulletproof Vest Partnership FY 2026 grant will reimburse 50% of the cost of vests needed through 2028. The total cost for the 19 vests needing replaced over the next two years is approximately $20,900.00. The grant would yield $10,450.00.

Suggested Funding: n/a

Sufficient Funds in Account:

Transfer Needed From: N/A **To:**

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No Yes If yes, reason:
Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 26-216-10/26

Committee Finance

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

(Signature)

Mayor's Initials:

Guidelines: See information on back of form

Date: 10/15/26

Subject: Amend Codified Ordinance 133.01

Summary and Background: The Medina Police Department respectfully requests to amend Section 133.01 of the Codified Ordinances of the City of Medina relative to association membership to include the Ohio School Resource Officer Association under Chief of Police or designee(s). Estimated cost of $185.00 per year ($55-$65 per School Resource Officer).

Suggested Funding: 106-0101-52211

Sufficient Funds in Account: Yes

Transfer Needed From: N/A **To:**

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No **Yes** **If yes, reason:**
Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

REQUEST FOR COUNCIL ACTION No. RCA 26-317-10/26

Committee Finance

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

(Signature)

Mayor's Initials:

Guidelines: See information on back of form

Date: 10/15/26

Subject: 2026 Police Vehicle Purchase

Summary and Background: The Medina Police Department respectfully requests to purchase two 2027 vehicles through the CUE purchasing program from Montrose Ford and upfits from Hall Public Safety. The cost breakdown follows.

Vehicle 1 – 2027 F150 Responder = $51,120.00 total with added options (106-0101-54417) Montrose
$15,479.03 upfit cost (106-0101-53321) Hall Public
Vehicle 2 – 2027 Interceptor = $44,730.00 total with added options (106-0101-54417) Montrose
$8,938.57 upfit cost (106-0101-53321) Hall Public

Vehicle Total Cost $95,850 Upfit Total Cost $24,417.60
Complete Cost $120,267.60

Suggested Funding: 106-0101-523321 and 106-0101-54417

Sufficient Funds in Account: Yes

Transfer Needed From: N/A **To:**

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason:
Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

2027 F150 RESPONDER (3.5L V-6)

Order No: [ ]

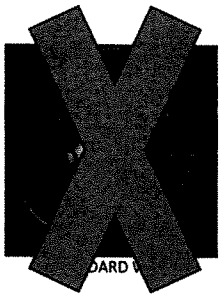
MEDINA PD

FIN# QH807

W1P F150 POL RESP
145" WHEELBASE
Available colors listed below
P POLICE SEAT
B BLACK
150A EQUIP GRP
XL SERIES
425 50 STATE EMISS

998 3.5L V6 GTDI
44G 10 SPD AUTO
18B BLK PLAT BDS
59E DRIVER SIDE SPOT (UNITY)
67P REMOTE KEYLESS
924 PRIV GLASS W/DEFROST

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





OPTIONAL ALUM WHEEL (64H)

~~*** NOTE*** Street Appearance package includes Carpet Floor, full non-police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel (64H) and no spotlight.~~

	VEHICLE Subtotal		$ 50,000.00
			TYPE YES OR NO
TITLE FEE	DEALER	$ -	INCLUDED
~~TEMP TAGS~~	~~DEALER~~	~~$ 20.00~~	
~~ADDL KEY (COMES WITH 4 KEYS & FOBS ALREADY)~~	~~DEALER~~	~~$ 150.00~~	
TRAILER TOW PACKAGE	INCLUDED	$ -	INCLUDED
~~BACKUP ALARM~~	~~85H~~	~~$ 220.00~~	
PRE-COLLISION ASSIST W/PED DETECTION	INCLUDED	$ -	INCLUDED
DAYTIME RUNNING LAMPS	INCLUDED	$ -	INCLUDED
~~FOG LAMPS~~	~~595~~	~~$ 145.00~~	
~~TRAILER BRAKE CONTROL~~	~~67T~~	~~$ 280.00~~	
HTD MIRRORS *(requires a Spotlight)*	54R	$ 405.00	YES
~~MAN FOLD PWR TT MIRROR (no w/ a Spotlight)~~	~~54Y/595~~	~~$ 575.00~~	
~~LED MIRROR LIGHTS (no w/ spotlight) req. 54r/59s~~	~~REQ. 54R/595~~	~~$ 585.00~~	
REVERSE SENSING SYSTEM	INCLUDED	$ -	INCLUDED
~~BED DIVIDER (REALTRUCK ROLL AND LOCK)~~	~~AM~~	~~$ 750.00~~	
~~DROP IN LINER (FORD BRAND)~~	~~DEALER~~	~~$ 500.00~~	
~~SPRAY IN LINER~~	~~DEALER~~	~~$ 600.00~~	
~~LED RED/BLUE WARNING STROBES~~	~~DEALER~~	~~$ 1,400.00~~	
~~LED AMBER WARNING STROBES~~	~~DEALER~~	~~$ 1,400.00~~	
~~STREET APPEARANCE PKG~~	~~19A,XB,64H, 41A (no spot)~~	~~$ 1,000.00~~	
~~PERIMETER ALARM W/ RMT START~~	~~DEALER~~	~~$ 500.00~~	
~~USA MADE WEATHERTECH TRIIFOLD TONNEAU~~	~~DEALER~~	~~$ 1,300.00~~	
~~EVOd DEFENDER SMART CAP ED0318 MB (no windows)~~	~~DEALER~~	~~$ 5,000.00~~	
~~XF4 DECKED PREMIUM DRAWER BED STORAGE~~	~~DEALER~~	~~$ 2,000.00~~	
~~MINIMUM DELIVERY CHARGE~~	~~DEALER~~	~~$ 150.00~~	CUST. P/U

MEDINA PD
Attn: BRYAN WAGNER

Derek Powers
Fleet Director
Cell (419) 606-5659
dpowers@gomontrose.com

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	$ 50,405.00
TOTAL FOR HALL UPFIT PROVIDED VIA MONTROSE FORD NOT LISTED ABOVE (QUOTE # 17820)	$ 15,479.03
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (IF REQUESTED)	$ -
TOTAL FOR EXT WARRANTY (IF REQUESTED)	$ -
TOTAL FOR CUSTOMER ADDED OPTIONS	$ 715.00
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	$ 66,599.03
1 unit/s requested	*$ 66,599.03*

QUOTED 10/15/2026
ORDERED

ACCEPTED BY: Date:

COLOR CHOICE

	CODE	DESCRIPTION	PRICE	QTY OF EACH?
	UM	AGATE BLACK	$ -	1

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

CODE	DESCRIPTION	PRICE	ADD - YES OR NO ?
153	FRONT LICENSE PLATE BRACKET	$ -	YES
17R	REAR DOOR LOCKS/HANDLES/WINDOWS INOPERABLE	$ 180.00	YES
64H	18" ALUMINUM WHEEL	$ 485.00	YES
62B	KEY ALIKE - 1284x	$ 50.00	YES

(PAGE 1 of 2)

2027 INTERCEPTOR (3.3L V-6)

Item # 1-1

Order No: [ ]

MEDINA PD

FIN# QH807

K8A 4DR AWD POLICE
.119" WHEELBASE

PLEASE SELECT YOUR CAR COLOR ON PAGE 2

9 CLTH BKTS/VNL R
W EBONY

500A EQUIP GRP
.AM/FM STEREO W/SYNC
99B .3.3L V6 GAS Flex Fuel
44U .10-SP AUTO
425 50 STATE EMISS
55F KEYLESS - 4 FOB *(now STD equip)*
PLUS ALL ITEMS IN GREEN ON PAGE 2

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

	STATE CONTRACT VEHICLE Subtotal	$ 44,600.00

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

CHOOSING ANY ITEMS BELOW WILL INCREASE THE ABOVE SUBTOTAL

				TYPE YES OR NO
	TITLE FEE	DEALER	$ -	INCLUDED
#1-2	~~TEMP TAGS~~	~~DEALER~~	~~$ 20.00~~	
#1-3	~~ADDITIONAL SET OF KEYS(comes with 4 already)~~	~~DEALER~~	~~$ 150.00~~	
#1-4	~~WHEEL COVER (grey hubcaps)~~	~~65L~~	~~$ 70.00~~	
#1-5	~~3.3L V6 HYBRID~~	~~99W/44B~~	~~$ ———~~	
#1-6	~~3.0L EcoBoost~~	~~99C/44U~~	~~$ 2,600.00~~	
#1-7	INSIDE REAR DOOR LOCKS INOP	68G	$ 80.00	YES
#1-8	INSIDE REAR DOOR HANDLES INOP	INC IN 68G	$ -	INCLUDED
#1-9	~~HIDDEN DOOR PLUNGER/REAR INOP~~	~~52P~~	~~$ 160.00~~	
#1-10	HEATED MIRRORS	STANDARD	$ -	INCLUDED
#1-11	$5.00	16C	$ 150.00	
#1-12	RED/WHT DOME IN CARGO	STANDARD	$ -	INCLUDED
#1-14	KEYLESS ENTRY (4 FOBS) W/O KEYPAD (DEDUCT)	STANDARD	$ -	INCLUDED
#1-15	~~REAR CONSOLE PLATE FOR WIRE CHASE~~	~~85R~~	~~$ 60.00~~	
#1-16	GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	STANDARD	$ -	INCLUDED
#1-17	HITCH	STANDARD	$ -	INCLUDED
#1-18	SYNC	STANDARD	$ -	INCLUDED
#1-19	~~REAR LIGHT - BLUE/BLUE (RED/BLUE IS STD)~~	~~66C & V5O~~	~~$ 650.00~~	
#1-20	BACKUP CAMERA	STANDARD	$ -	INCLUDED
#1-21	~~STREET APPEARANCE~~ ~~*(FIRE, D8 OR UNMARKED)*~~	~~65U,64E,FW (RMV 51R)~~	~~$ 500.00~~	
	~~***NOTE** Street Appearance package includes Carpet Floor, full non police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel (64E) and no spotlight. (n/a with Ecoboost motor)*~~			
#1-25	~~5YR 100K $0 DED PREMIUM CARE EXT WARRANTY~~	~~DEALER~~	~~$ 3,000.00~~	
#1-26	~~5YR 150K $0 DED PREMIUM CARE EXT WARRANTY~~	~~DEALER~~	~~$ 4,600.00~~	
#1-27	~~1ST ROW WEATHERTECH LINERS~~	~~DEALER~~	~~$ 150.00~~	
	~~***NOTE** Extended Warranties are through Ford and are also available in many configurations. This Extended Warranties I use are the Premium Care ($,000 + Covered Components)*~~			
#1-23	~~MINIMUM DELIVERY CHARGE~~	~~DEALER~~	~~$ 150.00~~	CUST. P/U



STANDARD PIU WHEEL



WH[illegible]R (65L)



PN[illegible]M[illegible]EL (64E)

***NO[illegible]aint[illegible]n. Wheel (64E[illegible]availa[illegible]h Street Appe[illegible]nce Pk[illegible]n/a with Ecoboost)*

TOTAL OF UNIT W/ ADDED ADDL BID ITEMS FROM ABOVE	$ 44,680.00
TOTAL FOR UPFIT HALL PROVIDED VIA MONTROSE FORD NOT LISTED ABOVE (QUOTE # 17818)	$ 8,938.57
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (IF REQUESTED)	$ -
TOTAL FOR CUSTOMER ADDED OPTIONS BELOW	$ 50.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	$ -
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	$ 53,668.57
1 unit/s requested	*$ 53,668.57*

MEDINA PD
Attn: BRYAN WAGNER

Derek Powers
Fleet Director
Cell # is (419) 606-5659
dpowers@gomontrose.com

QUOTED 10/15/2026
ORDERED

ACCEPTED BY: _____ Date: _____

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

CODE	DESCRIPTION	PRICE	TYPE YES OR NO
153	License Plate Bracket - Front	$ -	YES
18D	Global Lock / Unlock feature	$ -	YES
59B	Keyed Alike – 1284x	$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	INCLUDED
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	INCLUDED
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	INCLUDED
43D	Dark Car Feature (STD IN 2025)	INCLUDED	INCLUDED
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	INCLUDED
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	INCLUDED
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	INCLUDED
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	INCLUDED
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	INCLUDED
86T	Tail Lamp / Police Housing Only (STD IIN 2025)	INCLUDED	INCLUDED
87P	Power Passenger Seat (STD IN 2025'S)	INCLUDED	INCLUDED
61B	OBD - II Split Connector (N/A IN 2025'S)	N/A	N/A
85S	Rear Center Seat Delete (N/A IN 2025'S)	N/A	N/A
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	N/A	N/A
593	PER. ANTI-THEFT	N/A	N/A
	COLOR CHOICE		
UM	AGATE BLACK	$ -	1

REQUEST FOR COUNCIL ACTION

From: John Coyne, President of Council **No.** RCA 26-218-10/26

Date: October 13, 2026 **Committee:** Special Legislation

Subject: **Discuss adopting E-Bike and Scooter Legislation**

Summary and background:

Discuss the possibility of adopting new rules and regulations regarding e-bikes and electric scooters.

Estimated Cost: $0
Suggested Funding:
Sufficient Funds in Account:
Transfer Needed From:
To:
New Appropriation Needed into Account:

Emergency Clause Requested: **Yes** ____ **No** X

Reason:

COUNCIL USE ONLY:
Committee Recommendation:

Ord./Res.:
Date:

REQUEST FOR COUNCIL ACTION

From: John Coyne, President of Council **No.** RCA 26-219-10/26

Date: October 13, 2026 **Committee:** Special Legislation

Subject: **Discuss adopting Data Center Legislation**

Summary and background:

Discuss the possibility of adopting new rules and regulations regarding data centers.

Estimated Cost: $0
Suggested Funding:
Sufficient Funds in Account:
Transfer Needed From:
To:
New Appropriation Needed into Account:

Emergency Clause Requested: **Yes** ____ **No** _X_

Reason:

COUNCIL USE ONLY:
Committee Recommendation:

Ord./Res.:
Date: