CITY OF MEDINA
AGENDA FOR COUNCIL MEETING

November 23, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (November 9, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Stacey Maleckar, Superintendent – Medina County Board of Developmental Disabilities

Introduction and consideration of ordinances and resolutions.
Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 185-26, Ord. 186-26, Ord. 187-26, Ord. 188-26, Ord. 189-26, Ord. 190-26, Ord. 191-26

Ord. 185-26
An Ordinance amending Ordinance No. 146-26, passed September 28, 2026 relative to the expenditure to Roetzel & Andress for the Law Department.
(emergency clause requested)

Ord. 186-26
An Ordinance declaring a necessity to appropriate easements on PPN's 028-19A-17-003 and 028-19A-17-004 for the Municipal purpose of the Reconstruction of North Huntington Street.
(emergency clause requested)

Ord. 187-26
An Ordinance amending Sections 31.02 (B)(12), 31.04 (F) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to reorganization of the Law Department.

Ord. 188-26
An Ordinance authorizing the Mayor to enter into a Monitoring Agreement with Securitec Security Systems Professionals to monitor and service panic alarms for the Medina Municipal Court. (emergency clause requested)

Ord. 189-26
An Ordinance authorizing the Mayor to enter into a Second Lease Modification Agreement between the City of Medina and Olson Products, Inc. pertaining to the Medina Municipal Airport.

Ord. 190-26
An Ordinance authorizing the Finance Director to make certain fund advances.

Ord. 191-26
An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget)

Council comments:

Adjournment.

MEDINA CITY COUNCIL
Monday November 9, 2026

Call to Order:
Medina City Council met in regular session on Monday, November 9, 2026, at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John Coyne III, who led in the Pledge of Allegiance.

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

Also present were the following members of the Administration: Mayor Shields, Matt Lanier, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Chief Walters, Darin Zaremba, Kathy Patton, and Andrew Dutton.

Reading of Minutes:
Ms. Haire moved that the minutes from the meeting on Monday, October 26, 2026, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion approved by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Reports of Standing Committees:
Finance Committee: Mr. Coyne stated they met prior to council and will meet gain in two weeks.

Public Properties Committee: Ms. Haire stated they met on October 29th at Spring Grove Cemetery with purpose to tour the new columbarium work location and view what was already in place, in addition we toured the chapel and mausoleum. Regi gave thanks and appreciation for everyone involved with taking care of the cemetery and all the buildings.

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

Special Legislation Committee: Ms. DiSalvo stated there is a meeting scheduled for 5pm on Tuesday, November 17th.

Streets & Sidewalks Committee: Mr. Isabella is planning a meeting and will announce the date when it is secured.

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

Emerging Technologies Committee: Mr. Lamb had no report.

Requests for Council Action:
Finance Committee

26-220-11/9 – Budget Amendments
26-221-11/9 – Amend Ord. 146-26, P.O. for Roetzel & Andress – Law Dept.
26-222-11/9 – Increase P.O. #26-214 – Heritage Pool – MCRC
26-223-11/9 – Authorize Law Director to File an Appropriation – North Huntington Project
26-224-11/9 – 2027 Blanket PO – Vances Law Enforcement – Police Dept.
26-225-11/9 – 2027 Blanket PO – Akron Uniforms – Police Dept.

26-226-11/9 – 2027 Blanket PO – Huntington National Bank – Police Dept.
26-227-11/9 – Amend S&B Code – Reorganization of Law Dept.
26-228-11/9 – Agreement Securitec Security Systems Municipal Court

Reports of Municipal Officers:
Mayor Shields reported the following:
Fall Prevention Fitness Challenge
The Fall Prevention Challenge began with a Walk and Talk at Ray Mellert Park, featuring a discussion on fall prevention followed by a trail walk. Thanks to Cleveland Clinic Medina Hospital's Dr. Rogers and healthcare team for participating. Participants completed 10 at-home exercises and two community activities to qualify for a prize drawing. Congratulations to the winners of the America 250 Medina Fall Prevention Challenge, each receiving a $150 Second Sole gift card sponsored by Cleveland Clinic Medina Hospital:
Nancy Dotson
Kelly Charnley
Diane Greer
Nancy Herchler
Tim LeFever
Beverly Provagna
Special thanks to Cleveland Clinic Medina Hospital and Second Sole for their sponsorship.

Medina Rotary Tree Planting
Medina Sunrise Rotary recently planted 11 trees at Ray Mellert Park as part of a larger project to add 34 trees across Medina in celebration of America's 250th anniversary. Thank you to the Rotary Club for donating the trees and to the City Forestry Department, including Jesse Work and Mark Suhayda, for their support.

Holiday Square Decorations & Candlelight Walk (Nov. 20-22)
Preparations are underway for Candlelight Walk Weekend. Volunteers are still needed to help decorate the Square beginning Saturday at 9 a.m. A dedicated group of volunteers has spent months preparing and updating many of the holiday displays and attractions.
Event highlights:
Square Lighting: Friday, Nov. 20 at 7 p.m.
Candlelight Parade: Saturday, Nov. 21 at 5:30 p.m.
Fireworks: Immediately following the parade
Weekend Festivities: Continue through Sunday, Nov. 22

Honoring Our Veterans
City Hall will be closed on Veterans Day to honor all U.S. military veterans for their service and sacrifice. The City of Medina is proud to employ 20 veterans and extends gratitude to all veterans in our community. The Medina Community Band will celebrate Veterans Day and America's 250th anniversary with a special concert at Saint Francis Xavier Church on Nov. 11 at 7 p.m. featuring music honoring our armed forces.

Keith Dirham, Finance Director, stated there is an appropriation adjustment that originated from finance and he will address it when they get there.

Matt Lanier, Law Department, had no report.

Kimberly Marshall, Economic Development Director, Friday, November 13th is the next round of ribbon cuttings. 10 a.m. – Earthwise Pet located at 867 N. Court Street., 11 a.m. - Hive Strength Co. located at 980 Lafayette Rd., 1 p.m. - Thrifty Miss located at 120 W Washington St., 2 p.m. - Curve Collective located at 229 S Court St. Suite G70.

Chief Kinney, Police Department, had no report.

Nino Piccoli, Service Director, Nino stated the Leaf Program is in full swing, but you wouldn't think that with some of the phone calls he has received lately. They have had some challenges right off the bat with equipment and employees out on medical leave. Crews are working 12 hour days and 6 days a week. Asking for patience.

Patrick Patton, City Engineer, Patrick gave update on SR 42 resurfacing project stating all the asphalt paving is completed. We appreciate everyone's cooperation. For the next week or two we will be finishing up manhole and casting adjustments and some pavement marking. Thanks to our Police dept. for traffic control as it was much needed.

Cindy Lastuka, Municipal Court, had no report.

Chief Walters, Fire Department, had no report.

Andrew Dutton, Community Development Director, had no report.

Jansen Wehrley, Parks, Forestry, Cemetery and Recreation Director, Current harvest number is 57 as of today. Doing final round of visual deer survey on November 17th and 19th between hours of 5 a.m. and 7 a.m.

Dan Gladish, Building Director, the Building dept., the Fire dept., the State Fire Marshall's office, The Medina County Health Dept. Food Service Division have all signed off on the final inspection for the Legacy Hotel project.

Jarrod Fry, Communications Director, monthly newsletter went out the end of October with great success.

Notices, communications and petitions
There were none.

Unfinished Business
There is none.

Introduction of visitors
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.
Ms. Haire moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simmons.: Ord 174-26, Ord. 175-26, Ord. 176-26, Ord. 177-26, Ord. 178-26, Ord. 179-26, Ord. 180-26, Res. 181-26, Ord. 182-26, Ord. 183-26, Ord. 184-26. The roll was called and the motion passed with the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and E. Isabella.

Ord. 174-26
An Ordinance authorizing an expenditure not to exceed $170,908 to Technology Engineering Group, LLC for the year 2027. Ms. Haire moved for the adoption of Ordinance/Resolution No. 174-26, seconded by Mr. Simpson. Darin Zaremba stated this is their annual renewal for 2027 for the Technology Engineering Group that includes software infrastructure utilities for network management, firewall support, cyber security protection, and archiving of email. The roll was called and Ordinance/Resolution No. 174-26 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Ord. 175-26
An Ordinance authorizing the Job Creation Grant Agreement for Falcon Industries, Inc. Ms. Haire moved for the adoption of Ordinance/Resolution No. 175-26, seconded by Mr. Simpson. Kimberly stated this is for the purposes to construct a 38,000 sq. ft. addition to their existing manufacturing facility located at 180 Commerce Drive. This will allow for new machinery and equipment as well as improve their current operations. Investment of $4.3 million. The roll was called and Ordinance/Resolution No. 175-26 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb and C. Simmons.

Ord. 176-26
An Ordinance authorizing the Job Creation Grant Agreement for Spray Products Corporation. Ms. Haire moved for the adoption of Ordinance/Resolution No. 176-26, seconded by Mr. Simpson. Kimberly stated Spray Products Corp is located at 1000 Lake Rd. They plan to add a production line and renovate portions of their manufacturing facility and distribution facility. The improvements will accommodate the new equipment, modernize office space and create meeting and training areas for employees. Investment of $7 million in the project. The roll was called and Ordinance/Resolution No. 176-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Ord. 177-26
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Railroad Improvement Project, Ph. 2. Ms. Haire moved for the adoption of Ordinance/Resolution No. 177-26, seconded by Mr. Simpson. Mr. Patton stated they were successful getting a $920,000 grant from the ORDC to improve our railroad. It comes with a $230,000 local match and that match is being split evenly between our

three partners; Spray Products, Kokosing and Osborne Medina. The roll was called and Ordinance/Resolution No. 177-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne.

Ord. 178-26

An Ordinance amending Ordinance No. 77-26, passed May 11, 2026, relative to the 2026 Concrete Street Repair Program. Ms. Haire moved for the adoption of Ordinance/Resolution No. 178-26, seconded by Mr. Simpson. Mr. Patton stated since they have experienced some waterline breaks that have added to the cost of concrete street repairs and that is why they need an increase the amount. The roll was called and Ordinance/Resolution No. 178-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 179-26

An Ordinance authorizing the Mayor to accept the FMVE (Fair Market Value Estimate) Appraisals and accept the easements for the State Road Reconstruction Project. Ms. Haire moved for the adoption of Ordinance/Resolution No. 179-26, seconded by Mr. Simpson. Mr. Patton stated they are currently under design for the State Road project. They need to acquire a number of easements to complete the project. This is to make an offer to these property owners for the appraised value. The roll was called and Ordinance/Resolution No. 179-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 180-26

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners for Job #1179, E. Smith Road Reconstruction. Ms. Haire moved for the adoption of Ordinance/Resolution No. 180-26, seconded by Mr. Simpson. Mr. Patton explained part of this work will be replacing sanitary sewer in the area. With this MOU their share is estimated at $479,000. The roll was called and Ordinance/Resolution No. 180-26 passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and E. Isabella.

Res. 181-26

A Resolution authorizing the Application and to accept reimbursements from the FY2026 Patrick Leahy Bulletproof Vest Partnership Program for the Police Department. Ms. Haire moved for the adoption of Ordinance/Resolution No. 181-26, seconded by Mr. Simpson. Chief Kinney stated they apply for this every year and there is a 50% match with it. The roll was called and Ordinance/Resolution No. 181-26 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb and C. Simmons.

Ord. 182-26

An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to the "Chief of Police or Designee(s)" Association Memberships. Ms. Haire moved for the adoption of Ordinance/Resolution No. 182-26, seconded by Mr. Simpson. Chief Kinney stated they are just adding the SRO as a group that we have approval for membership with. The roll was called and Ordinance/Resolution No. 182-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Ord. 183-26
An Ordinance authorizing the purchase of two (2) 2027 vehicles from Montrose Ford and Upfits from Hall Public Safety for the Police Department. Ms. Haire moved for the adoption of Ordinance/Resolution No. 183-26, seconded by Mr. Simpson. Chief Kinney explained this is for purchase of two frontline cruisers for the Police Department. Typically, they do three vehicles but because they have been going to three car rotations over the last nine years, they are in a good spot where the third vehicle isn't needed. The roll was called and Ordinance/Resolution No. 183-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne.

Ord. 184-26
An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget) Ms. Haire moved for the adoption of Ordinance/Resolution No. 184-26, seconded by Mr. Simpson. Mr. Dirham stated this is for a number of items discussed at finance. The roll was called and Ordinance/Resolution No. 184-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Council Comments:
Mr. Simpson thanked all veterans.
Offered condolences for North Royalton fallen firefighter. Be kind to one another.

Ms. Haire – Be safe out there.

Mr. Simmons offered invitation to two community events:
4 p.m. Tuesday – Root Candles – Peace Light ceremony
Sunday, November 15th – Pastor Ruffin – Community Worship Gathering called let there be peace.

Ms. DiSalvo - Voting went smoothly – no issues. Shout out to McKinley Bulldogs.

Mr. Isabella – Thanked the voters of Medina City for supporting Issue on ballot for sidewalks.

Mr. Lamb – Sidewalk ordinance was important.
Leaf Program serves about 7,700 residents in our city – wonderful free program we have available, please be patient with process.
Mr. Coyne – Thanked all that supported the issue on the ballot for sidewalks. It provides funding for the replacement of the sidewalks in the various areas throughout the city and will definitely assist in keeping that asset of the city (public sidewalks) safe and accessible for everyone.
The Deer Committee that was formed by the deer management program that was adopted through council has 4 members that were designated two of council and two of the administration. We are looking for three more members. Go to city website for an application to fill out.

There being no further business, the meeting adjourned at 8:06 p.m.

_____
Kathy Patton, Clerk of Council

_____
John Coyne III, President of Council

ORDINANCE NO. 185-26

AN ORDINANCE AMENDING ORDINANCE NO. 146-26, PASSED SEPTEMBER 28, 2026 RELATIVE TO THE EXPENDITURE TO ROETZEL & ANDRESS FOR THE LAW DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 146-26, passed September 28, 2026, authorized an increase to the expenditure to Roetzel & Andress for providing legal services for the Law Department; and

WHEREAS: The Law Department has requested to increase Purchase Order #2026-0896 from $45,000.00 to $65,000.00 for pending litigation which requires the council's approval.

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

SEC. 1: That Ordinance No. 146-26, passed September 28, 2026 is hereby amended to authorize the increase of the expenditure to Roetzel & Andress from $45,000 to $65,000 to cover expenses for pending litigation.

SEC. 2: That the funds to cover this expenditure in the amount of $20,000.00 are available in Account No. 001-0704-52225.

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 an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the work has been performed; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 186-26

AN ORDINANCE DECLARING A NECESSITY TO APPROPRIATE EASEMENTS ON PPN'S 028-19A-17-003 AND 028-19A-17-004 FOR THE MUNICIPAL PURPOSE OF THE RECONSTRUCTION OF NORTH HUNTINGTON STREET AND DECLARING AN EMERGENCY.

WHEREAS: In order to complete Phase 3 of the North Huntington Reconstruction project, it has been determined that it is necessary for the City of Medina to acquire easements or right of way on several properties abutting the project. To date we have not been able to acquire an easement from the following properties:

PPN 028-19A-17-003 and 028-19A-17-004
304-390 W. Union Street, Medina OH
Owner: Union Square Multi-Family, LLC; and

WHEREAS: The City's right of way consultant has recommended that the City file an appropriation to acquire these easements. and deposit the appraised value of the easements ($8,716.00) with the Court; and

WHEREAS: In order that North Huntington Street Reconstruction may be completed within a reasonable time and for the avoidance of inconvenience to the residents of the City of Medina, it is necessary to obtain these easements in the most expeditious manner possible.

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

SEC. 1: That an easement interest in the property described as PPN 028-19A-17-003 and PPN 028-19A-17-004 is hereby appropriated pursuant to the State of Ohio Constitution, the laws of the State of Ohio, and the ordinances of the City of Medina, Ohio.

SEC. 2: That the Medina City Council finds that the appropriation of an easement interest in the described land is necessary for the North Huntington Street Reconstruction project so that North Huntington Street may remain open and usable by residents of the City of Medina.

SEC. 3: That the Medina City Council hereby approves an easement interest in the property described as PPN 028-19A-17-003 and PPN 028-19A-17-004; the City Law Director is hereby authorized to take all steps permitted pursuant to R.C. 163 so that the City of Medina may obtain immediate easement interest in the property for the public purposes set forth herein.

SEC. 4: That the Law Director is hereby authorized and directed to file a petition for appropriation in a court of competent jurisdiction and have a jury empaneled, if necessary, so as to set the compensation to be paid for the property interest taken in connection with the described real estate.

SEC. 5: That the Medina City Council hereby authorizes and directs the Mayor and the City Law Director to establish value for the property that is to be taken and to deposit the amount of said value with the Medina County Court of Common Pleas for the use and benefit of any known owner and that from that deposit, the City of Medina shall take possession and enter upon the subject property pursuant to law.

SEC. 6: That the funds necessary to cover this appropriation, in the amount of $8,716.00, are available in account number 108-0610-54411; that the Director of Finance is instructed and authorized to appropriate the amount to be deposited with the Medina County Court of Common Pleas pursuant to this ordinance and make disbursements of such funds as necessary.

SEC. 7: 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 resulting in such formal actions, have taken place in compliance with Medina City ordinances and R.C. 121.22.

SEC. 8: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that it is necessary to acquire the ownership interest in the subject property so as to assure satisfactory completion of the North Huntington Reconstruction Project so that City of Medina residents may continue to use North Huntington Street in a normal manner; and further provided that this legislation receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be enforced immediately upon its passage and approval by the Mayor.

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 187-26

AN ORDINANCE AMENDING SECTIONS 31.02 (B) (12), 31.04 (F) AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO REORGANIZATION OF THE LAW DEPARTMENT.

WHEREAS: Section 31.02 (B)(12) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to the Law Department:

(12) **LAW DEPARTMENT**

		Hourly Rate
1	Clerical Help	Pay Grade 5A
1	Law Intern*	Pay Grade 59A

* Law Intern can work 10-12 weeks per year, working up to 40 hours per week (max. of 480 hours per year)
(Ord. 2-04, 7-19, 201-23, 126-24)

WHEREAS: Section 31.04 (F) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to the Law Department:

(F) That Greg Huber, Law Director (part-time) shall be paid the salary of Assistant Prosecutor for the period of time he performs those duties and responsibilities in addition to his normal duties of Law Director. The pay shall be designated by an asterisk (*) in Section 31.05 and shall be retroactive to February 8, 2010. (Ord. 41-10)

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Law Department:

LAW DEPARTMENT

Number	Classification	Steps Authorized
1	Law Director/Chief Prosecutor (full time)	Pay Grade 108 (annual salary paid bi-weekly)
1	Assistant Prosecutor (full time)	Pay Grade 105 (annual salary paid bi-weekly)
1	Law Director/Prosecutor (part-time)	Pay Grade 105 Mayor, confirmed by Council
1	Asst. Law Director/Asst. Prosecutor (part-time)	Pay Grade 107
2	Assistant Prosecutor (part-time*)	Pay Grade 102
2	Law Department Secretary (unclassified)	9 A-F
1	Clerk (part-time)	Sec. 31.02(B)(11)

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds: $100.00

(B) For all services in connection with any special assessment proceedings, except sidewalk

assessments, including the sale of bonds for said proceedings: $200.00

*-See Section 31.04(F) for special regulations concerning this position.

Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19, 201-23, 126-24

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

SEC 1: That Section 31.02 (B)(12) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to the Law Department:

(12) **LAW DEPARTMENT**

		Hourly Rate
1	**Law Director/Prosecutor (part-time)**	**See 31.05**
1	**Asst. Law Director/Asst. Prosecutor (p-t)**	**See 31.05**
2	**Asst. Prosecutor (part-time)**	**See 31.05**
1	Clerical Help	Pay Grade 5A
1	Law Intern*	Pay Grade 59A

* Law Intern can work 10-12 weeks per year, working up to 40 hours per week (max. of 480 hours per year)

(Ord. 2-04, 7-19, 201-23, 126-24, **187-26**)

Note: The part-time positions of Law Director/Prosecutor (part-time) and/or Asst. Law Director/Asst. Prosecutor (part-time) may not be filled if there is a person filling the corresponding full-time position (see section 31.05)

SEC. 2: That Section 31.04 (F) is hereby removed in its entirety, and Section 31.04 shall be renumbered.

~~(F) That Greg Huber, Law Director (part-time) shall be paid the salary of Assistant Prosecutor for the period of time he performs those duties and responsibilities in addition to his normal duties of Law Director. The pay shall be designated by an asterisk (*) in Section 31.05 and shall be retroactive to February 8, 2010~~. (Ord. 41-10, **187-26**)

SEC. 3: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows, pertaining to the Law Department:

LAW DEPARTMENT

Number	Classification	Steps Authorized
1	Law Director/Chief Prosecutor (full time)	Pay Grade ~~108~~ **114** (annual salary paid bi-weekly)
1	**Asst. Law Director/Asst. Prosecutor (full-time)**	**Pay Grade 112 (annual salary paid bi-weekly)**
1	Assistant Prosecutor (full time)	Pay Grade ~~105~~ **111** (annual salary paid bi-weekly)
1	Law Director/Prosecutor (part-time)	Pay Grade 105 Mayor, confirmed by Council
1	Asst. Law Director/Asst. Prosecutor (part-time)	Pay Grade 107
2	Assistant Prosecutor (part-time)	Pay Grade 102

2	Law Department Secretary (unclassified)	9 A-F
1	Clerk (part-time)	Sec. 31.02(B)(11)

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds: $100.00

(B) For all services in connection with any special assessment proceedings, except sidewalk assessments, including the sale of bonds for said proceedings: $200.00

~~* See Section 31.04(F) for special regulations concerning this position.~~

Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19, 201-23, 126-24, **187-26**

Note: The full-time positions of Law Director/Chief Prosecutor and/or Asst. Law Director/Asst. Prosecutor may not be filled if there is a person filling the corresponding part-time position (see Section 31.02)

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

SIGNED: _____
Mayor

Effective date: January 1, 2027

ORDINANCE NO. 188-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MONITORING AGREEMENT WITH SECURITEC SECURITY SYSTEMS PROFESSIONALS TO MONITOR AND SERVICE PANIC ALARMS FOR THE MEDINA MUNICIPAL COURT AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Monitoring Agreement with Securitec Security Systems to monitor and service panic alarms for the Medina Municipal Court.

SEC. 2: That the funds to cover this expenditure in the amount of $1,000.00/year, are available in Account Number 001-0705-52226.

SEC. 3: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 4: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete and monitor panic alarms for the Municipal Court; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

SIGNED: _____
Mayor

SECURITEC
Security System Professionals
Securitec One, Inc. • 965 Medina Road • Medina, OH 44256-8132
T:330-239-2322 • 800-860-7413 • F:330-239-2344 • www.securitec1.com

ORD. 188-26
Exh. A

REMOTE STATION MONITORING AGREEMENT

City of Medina
CUSTOMER'S LEGAL NAME

Medina Municipal Court
AKA or DBA

223 East Washington Street
ADDRESS OF PROTECTED PREMISES

Medina
CITY

OH | 44256 | 330-723-3287
STATE | POSTAL ZIP CODE | TELEPHONE NUMBER

December 1, 2026
EFFECTIVE DATE OF THIS AGREEMENT

December 1, 2029
RENEWAL DATE OF THIS AGREEMENT (see paragraph 2)

SERVICES PROVIDED: X Standard Alarm Monitoring Service
X Daily Test Signal X Sole-path or back-up Cellular Service
X Remote App Access ___ Other: _____

YOUR MONTHLY CHARGE: $ 75.95, plus sales tax

THIS AGREEMENT IS BY AND BETWEEN **SECURITEC ONE, INC.**, (hereafter referred to as "SECURITEC") AND THE CUSTOMER (hereafter referred to as "CUSTOMER', "BUYER" or "SUBSCRIBER") AND IS SUBJECT TO THE TERMS AND CONDITIONS AS STATED HEREIN. WHEREAS THE CUSTOMER OWNS AN ELECTRONIC PROTECTIVE SYSTEM AND DESIRES REMOTE STATION (hereafter referred to as "REMOTE STATION", "CENTRAL OFFICE" or "CENTRAL STATION") MONITORING SERVICES TO BE PROVIDED BY SECURITEC, THE PARTIES AGREE AS FOLLOWS:

1. Customer agrees to pay SECURITEC the monthly charge of $ **75.95** , plus applicable sales tax and paid **ANNUALLY** in advance for the services listed above during the entire term and through the renewal date as stated in this agreement, including any renewal terms.

2. **TERM OF THIS AGREEMENT:** The initial term of this agreement shall begin on the effective date and end on the renewal date as stated above in this agreement. If remote station monitoring service begins before the effective date stated herein, the effective date and charges related thereto will be adjusted to include the date that service begins and the renewal date will remain as stated herein; if service begins after the effective dated stated herein, the effective date and charges related thereto will be adjusted to begin on the date that service begins and the length of the initial term will be amended to begin on the first day of the month after service begins. This agreement shall automatically renew for successive periods of (36) months thereafter under the same terms and conditions unless either party gives written notice to the other, via any verifiable means, of their intention not to renew the agreement a minimum of thirty (30) days prior to the expiration of any term in effect. However, it shall be incumbent upon the sender to verify receipt of any written notice by the other party. **SECURITEC WILL NOT INCREASE THE MONTHLY CHARGE** as stated in this agreement during the initial term unless additional services are ordered by the customer. Upon the expiration of the initial term and at any successive renewal of this agreement, SECURITEC will be permitted to reasonably increase the charge for the services provided herein. A reasonable increase shall be defined as not to exceed ten (10) percent of the charge in effect during the previous term. The customer understands that SECURITEC shall be permitted, at its option, upon giving written notice to the Subscriber at least thirty (30) days in advance, terminate this agreement as if the full term had expired, and the Subscriber shall be relieved of any obligation to pay any charge after said date.

3. **REMOTE STATION MONITORING:** Upon receipt of a signal from the system or communication software, SECURITEC or its designee remote station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that SECURITEC or SECURITEC'S designee remote station does not assume any responsibility for any manner in which any party, including municipal police, fire, or life support departments, respond to any such notifications. Subscriber acknowledges that signals are transmitted over telephone lines, wire, air waves or other modes of communication pass through systems and networks wholly beyond the control of SECURITEC and are not maintained by SECURITEC and, therefore, SECURITEC shall not be responsible for any equipment failure which prevents transmission signals from reaching the remote station or any damages arising therefrom. Subscriber agrees to furnish SECURITEC with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to SECURITEC in writing. Subscriber authorizes SECURITEC to access the control panel to input or delete data and programming. If the equipment contains listening or viewing devices permitting such monitoring, then upon receipt of an alarm signal the remote station shall monitor sound and video for so long as the remote station, in its sole discretion, deems appropriate to respond to or confirm an alarm condition. If Subscriber requests SECURITEC to remotely activate or deactivate the system, change combinations, openings or closings, or reprogram system functions, Subscriber shall pay SECURITEC'S current service charge for each such service. Subscriber acknowledges that SECURITEC provides no personal response to an emergency signal except notification to the appropriate parties.

4. **ASSIGNMENT OF AGREEMENT:** Subscriber shall not be permitted to assign this agreement without written consent of SECURITEC. SECURITEC shall have the right to assign this contract and shall be relieved of any obligations herein upon any such assignment.

5. **COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF SECURITEC:** SECURITEC shall maintain sole ownership of the communication software and shall not be considered a fixture or a part of the realty, or owned by the Subscriber, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SECURITEC. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall remain SECURITEC's property, and all reference in this agreement to communication software shall be deemed to include said chip or software. Passcodes to CPU software remains property of SECURITEC. Provided Subscriber performs this agreement for the full or renewal term thereof and is current with any amounts due, then upon termination, SECURITEC shall provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

6. **CARE OF EQUIPMENT:** Subscriber agrees not to tamper with, remove or otherwise interfere with the system's equipment, components, or communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear or material defect, in which event repair or replacement may be made by SECURITEC without additional charge if a SECURITEC warranty period is in effect.

SEE AND READ REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT THE TIME OF EXECUTION.

SECURITEC ONE, INC:

By: _____
Securitec One, Inc.

_____
Securitec One, Inc

By: _____

JAMES A. SHIELDS, Mayor City of Medina
Please PRINT Name Signed

7. NO WARRANTIES OR REPRESENTATIONS: SECURITEC does not represent nor warrant that the security equipment and remote station monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, or other cause whatsoever, or that the security equipment will in all cases provide the protection for which it is installed or intended. The Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. SECURITEC has made no representations or warranties, and hereby disclaims any warrant of merchantability or fitness for any particular use. Subscriber's exclusive remedy for SECURITEC's default is to request SECURITEC to repair or replace, at SECURITEC's option any equipment covered by this agreement that is rendered non-operational.

8. EXCULPATORY CLAUSE: THE PARTIES AGREE AND ACKNOWLEDGE THAT SECURITEC IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. Subscriber's payments to SECURITEC are for the installation, rental, service and monitoring of the communication software designed to reduce certain risks of loss, though SECURITEC does not guarantee that no loss will occur. SECURITEC is not assuming liability and therefore shall not be liable to Subscriber for any loss or damages sustained by Subscriber because of any burglary, theft, hold-up, fire, equipment failure, or any other cause, whatsoever, and the Subscriber releases SECURITEC from any claims for contribution, indemnity, or subrogation.

9. LIMITATION OF LIABILITY: THE PARTIES AGREE AND ACKNOWLEDGE THAT SECURITEC IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. The parties further agree that the security equipment is not designed or guaranteed to prevent any loss by any burglary, theft, hold-up, other illegal acts of third parties, fire, or any other cause, whatsoever, that may occur. If, notwithstanding the terms of this agreement, there should arise any liability on the part of SECURITEC because of any loss, whatsoever, SECURITEC's liability shall be limited to a maximum sum of $911.40.

10. INSURANCE: THE PARTIES AGREE AND ACKNOWLEDGE THAT SECURITEC IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. The Subscriber, at its sole option and expense, shall maintain adequate insurance to protect itself and its premises, contents, and persons thereon and for any loss occurring from any liability, property damage, burglary, theft, hold-up, other acts of third parties, fire, or any other cause, whatsoever, that may occur including SECURITEC's performance or non-performance of any obligation under this agreement. SECURITEC shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Parties agree that there are no third-party beneficiaries of this agreement.

11. LIQUIDATED DAMAGES: The parties agree that should there arise any liability or suffer any loss on the part of SECURITEC, whatsoever, Subscriber agrees to accept the amount provided for in paragraph 9 as liquidated damages in complete satisfaction of any such liability and SECURITEC shall be released and discharged from any further liability.

12. FALSE ALARMS: SECURITEC shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this agreement shall nevertheless remain in full force and Subscriber shall and agrees to remain liable for all payments provided for herein. Should existing or hereinafter enacted law require SECURITEC to perform any service or furnish any material not specifically covered by the terms of this or any other agreement, Subscriber agrees to pay SECURITEC for any services or materials.

13. RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SECURITEC is authorized and permitted to subcontract any services to be provided by SECURITEC to third parties who may be independent of SECURITEC. Subscriber acknowledges that this entire agreement is applicable and shall inure to the benefit of any assignee, subcontractors, and remote stations of SECURITEC.

14. EMERGENCY RESPONSE TO SIGNALS: Response to an alarm or any other signal that is specified as a service to be provided in this agreement and upon receipt of a signal from the Subscriber's premises, SECURITEC or its remote station shall, as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Subscriber and/or the appropriate municipal police, fire, or EMS department providing emergency services. Subscriber acknowledges that SECURITEC provides no physical response to the premises and SECURITEC'S response is limited to practical notification to the appropriate parties, and that the provisions of this agreement exculpating and limiting SECURITEC's liability are fully applicable to this paragraph.

15. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscribers expense all 110 Volt AC power, electrical outlets, receptacles, as deemed necessary by SECURITEC in its sole discretion. Telephone service, when required as a method of transmitting signals, shall be provided and maintained by the Subscriber.

16. TESTING AND SERVICE OF COMMUNICATION SOFTWARE: The parties hereto agree that the communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify SECURITEC if it requires repair. Unless covered by a full-service maintenance and/or extended warranty agreement, any repair or other services provided by SECURITEC to Subscriber's alarm or security equipment shall be on a per call request by Subscriber and Subscriber shall pay for labor and material at time such repair or other service is performed. All such repair or other service shall be governed by and under the terms of this agreement.

17. EARLY TERMINATION AND LEGAL ACTION: The parties agree that due to the nature of the services to be provided by SECURITEC, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraphs 1 and 2 form an integral part of SECURITEC's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SECURITEC's actual damages. Therefore, in the event Subscriber terminates this agreement prior to the end of the initial term and is thereby in default or fails to submit payment of any charges provided for in this contract, Subscriber agrees to pay 90% of the remaining payments provided for herein and shall immediately become due and payable, and SECURITEC shall be permitted to remotely reprogram or delete any proprietary programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, SECURITEC may, at its option, either remove its software or deem same sold to Subscriber for a fee of $250.00 and Subscriber agrees to pay said fee. Any payments received in relation to default of this contract shall be considered as liquidated damages and not as a penalty. In any action commenced by SECURITEC against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against SECURITEC must commence within thirteen months of the cause of action or shall be barred. All actions or proceedings against SECURITEC must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SECURITEC with respect to other services rendered in connection with this agreement shall be deemed to have been merged in, and be restricted to, the terms and conditions of this agreement. Any action or dispute between the parties, including issues of arbitrability, shall be filed, heard, and settled in Medina County, Ohio or, at the option of either party, be determined by arbitration administered by the National Arbitration Association, under its Commercial Arbitration Rules, www.natarb.com.

18. INSTALLATION, MAINTENANCE & REPAIR SERVICES: This agreement, the terms, and conditions in its entirety, shall fully extend and apply to the entire relationship between SECURITEC and the Subscriber, including all other services that is or may be provided by SECURITEC to the Subscriber, whatsoever, including installation, maintenance and repair of the Subscriber's system and its components, whether as part of this or separate agreement. Unless covered by a full-service maintenance and/or extended warranty agreement, any such service or other services provided by SECURITEC to Subscriber shall be subject to additional charge at a set amount or time and material basis and Subscriber agrees to pay for these services when provided.

19. FULL AGREEMENT/SEVERABILITY: This agreement constitutes a contract and the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties except that SECURITEC will comply with federal, state, or local law requirements regarding items of protection provided for in this agreement. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

ORDINANCE NO. 189-26

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

WHEREAS: The Medina Municipal Airport is owned and operated under the direction and supervision of the City; and

WHEREAS: Ordinance No. 198-01, passed November 12, 2001 by the Medina Council, the City authorized a certain Lease Agreement with Lessee (the "Original Lease"); and

WHEREAS: Ordinance No. 194-23 modified the Original Lease pursuant to a Lease Modification Agreement dated effective January 1, 2024; and

WHEREAS: The parties desire to extend the Term of the Lease by ten (10) years to expire at midnight on December 31, 2024.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Second Lease Modification Agreement (Term Extension w/Rent Adjustment) between the City of Medina and Olson Products of Medina, Inc. dba Flight Services of Medina pertaining to the Medina Municipal Airport.

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

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

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

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

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

SIGNED: _____
Mayor

SECOND LEASE MODIFICATION AGREEMENT
(Term Extension w/Rent Adjustment)
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO
(Private Hangars MMA LLC)

ORD. 189-26
Exh. A

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. 198-01 passed on November 12, 2001 by the Medina City Council, the City authorized a certain Lease Agreement with Lessee (the "Original Lease");

WHEREAS, pursuant to Ordinance No. 194-23 the City, Lessee and Private Hangars MMA, LLC modified the Original 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 December 31, 2035;

WHEREAS, the parties desire to extend the Term of the Lease by ten (10) years to expire at midnight on December 31, 2045;

WHEREAS, the as part of the consideration for extension of the Term of Lease hereunder to December 31, 2025, the Lessee has agreed to waive any right Lessee or anyone claiming under Lesse may have to remove any improvements, hangars or t-hangars (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 December 31, 2045. The Tenant has no further option to renew the Lease.

B. Revised Rent. The annual rental rate to be paid by the Tenant shall be adjusted as of January, 2035 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. Fair Market Field Rent

may be determined by independent appraisal or other bona fide valuation method determined by Landlord to fix Fair Market Field Rent for various lease sites at the Airport including, but not limited to, the lease premises (the "Premises").

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 or t-hangars from the Premises, it being agreed that upon expiration and/or earlier termination of the Term of the Lease all improvements, hangars and t-hangers 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.

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

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

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

CONSENT
OF
SUBLESSEE

The undersigned, **PRIVATE HANGARS MMA LLC**, an Ohio limited liability company, being a party as "Sublessee" to that certain Sublease dated March 10, 2014, between Sublessee and **FLIGHT SERVICES OF MEDINA**, a division of **OLSON PRODUCTS, INC.**, an Ohio corporation, as "Sublessor" (the "Sublease"), hereby consents to the preceding attached Second Lease Modification Agreement dated _____, 2026, related to the Master Lease as defined in the Sublease.

SUBLESSEE:

PRIVATE HANGARS MMA, LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **PRIVATE HANGARS MMA, LLC**, an Ohio limited liability company, on behalf of the limited liability company.

_____
Notary Public

Ref. 2025OR003364
Parcel(s) 033-12A-13-010
033-12A-07-016

ORD 194-23

EXHIBIT G
TO
SETTLEMENT AGREEMENT

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

This **LEASE MODIFICATION AGREEMENT** (this "Modification") is hereby made and entered into this 1st day of January 2024 ~~2023~~ (the "Effective Date"), by and between the **CITY OF MEDINA, OHIO**, a municipal corporation organized and operated under the laws of the State of Ohio (the "City") and **OLSON PRODUCTS OF MEDINA, INC.**, an Ohio corporation, dba **FLIGHT SERVICES OF MEDINA** ("Lessee") (each a "party" or collectively the "parties.").

WITNESSETH:

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

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

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

WHEREAS, pursuant to a Settlement Agreement between the City, Lessee and Private Hangars MMA, LLC effective January 1, 2024, ~~September __, 2023~~, the parties agreed to modify the Amended Lease to revise the Premises described therein and to replace Exhibit "A" to the Amended Lease.

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

SECTION 1 – REVISIONS TO PREMISES

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

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

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

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

Deadline, then such Improvement shall be the property of the City at the City's discretion. If the City elects not to take responsibility for ownership of the Improvements, then Lessee shall be responsible for the expenses of demolishing and removing the Improvements. If the Improvements are to be removed, then Lessee shall return the Premises to its original condition with the understanding that the concrete pads will be left in place.

SECTION 2 - GENERAL

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

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

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

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

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

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

CITY OF MEDINA

By: D. Hanwell
Name: Dennis Hanwell
Title: Mayor

Dated: February 26, 2024

LESSEE:

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

By: _____
Name: Frank Olson
Its: President

Document and Form Approved By:

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

STATE OF OHIO)
)SS:
COUNTY OF Medina)

The foregoing instrument was acknowledged before me this 20th day of February, 2023 by Dennis Hanwell, the Mayor of **CITY OF MEDINA**, a municipal corporation, on behalf of same.



CATHERINE MARIE DJUKIC
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 5, 2025

Notary Public

STATE OF ~~OHIO~~ FL)
)SS:
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 12 day of January, ~~2023~~ 2024, by Earle Olson, the President of **OLSON PRODUCTS, INC.**, an Ohio corporation, on behalf of the corporation.

WADE D. COOPER
Notary Public - State of Florida
Commission # HH 313701
My Comm. Expires Sep 19, 2026

Notary Public

CONSENT
OF
SUBLESSEE

The undersigned, **PRIVATE HANGARS MMA LLC**, an Ohio limited liability company, being a party as "Sublessee" to that certain Sublease dated March 10, 2014, between Sublessee and **FLIGHT SERVICES OF MEDINA**, a division of **OLSON PRODUCTS, INC.**, an Ohio corporation, as "Sublessor" (the "Sublease"), hereby consents to the preceding attached Lease Modification Agreement dated January 1, ~~2023,~~ 2024 related to the Master Lease as defined in the Sublease.

SUBLESSEE:

PRIVATE HANGARS MMA, LLC, an Ohio limited liability company

By: Gary G Baker
Name: Gary G Baker
Its: Manager

STATE OF OHIO)
)SS:
COUNTY OF Medina)

The foregoing instrument was acknowledged before me this 1st day of February, 2024 by Gary Baker, the Manager of **PRIVATE HANGARS MMA, LLC**, an Ohio limited liability company, on behalf of the limited liability company.

CATHERINE MARIE DJUKIC
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 5, 2025

Notary Public

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

ORD. 198-01
EXHIBIT A

LEASE AGREEMENT
MEDINA MUNICIPAL AIRPORT
MEDINA, OHIO

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

WITNESSETH:

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

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

WHEREAS, Ordinance No. 148-01 passed by the Medina City Council on November 13, 2001, has authorized and directed the Mayor of said City to enter into this Agreement.

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

SECTION 1 - PREMISES

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

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

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

EXHIBIT A

SECTION 2 - TERM

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

SECTION 3 - RENTAL RATE AND PAYMENT

Lessee and City agree:

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

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

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

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

SECTION 4 - MAINTENANCE AND UTILITIES

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

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

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

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

SECTION 5 - INDEMNITY

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

SECTION 6 - USE AND COMPLIANCE

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

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

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

SECTION 7 - ASSIGNMENT AND SUBLETTING

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

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

SECTION 8 - NOTICES

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

To the City:	To the Lessee:
Office of the Mayor City of Medina P.O. Box 703 Medina, OH 44258-0703	Flight Services of Medina Attn: Earle Olson P.O. Box 1043 Medina, OH 44258-1043

SECTION 9 - PAYMENT OF TAXES

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

SECTION 10 - RIGHTS OF ENTRY RESERVED

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

A. During the course of their official duties.

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

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

SECTION 11 - LIENS

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

SECTION 12 - INSURANCE

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

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

A. Public Liability Insurance

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

If separate limits of liability apply:

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

B. Fire and Extended Coverage Insurance

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

SECTION 13 - IMPROVEMENTS

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

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

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

SECTION 14 - FORCE MAJEURE

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

SECTION 15 - DISPUTE RESOLUTION

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

SECTION 16 - MEMORANDUM OF LEASE

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

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

Signed in the presence of:

CITY OF MEDINA

By: _____
JAMES S. ROBERTS, Mayor

Dated: 12-19-01

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

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

NOTARY PUBLIC

CATHERINE L. HORN
Notary Public, State of Ohio
My Commission Expires 7-13-05

Signed in the presence of:

DIANE F. PLATCHER

KIMBERLEY J. CASE

LESSEE: FLIGHT SERVICES OF MEDINA

By: EARL OLSON

Dated: 12-19-01

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

MIRANDA R. WATSON
Notary Public, State of Ohio
My Commission Expires May 31, 2005

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

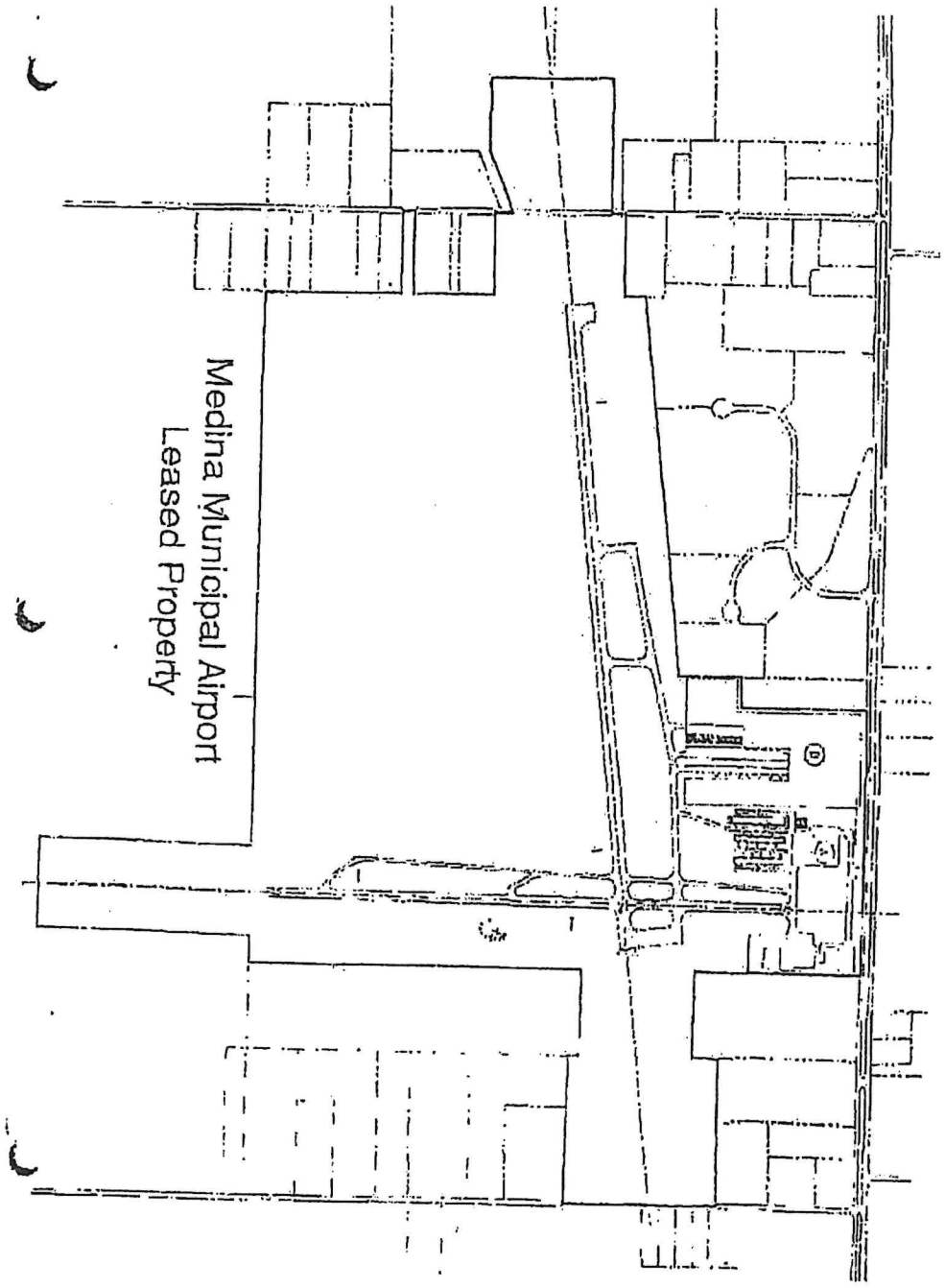
NOTARY PUBLIC

Document and Form approved by:

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

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

EXHIBIT "A"



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

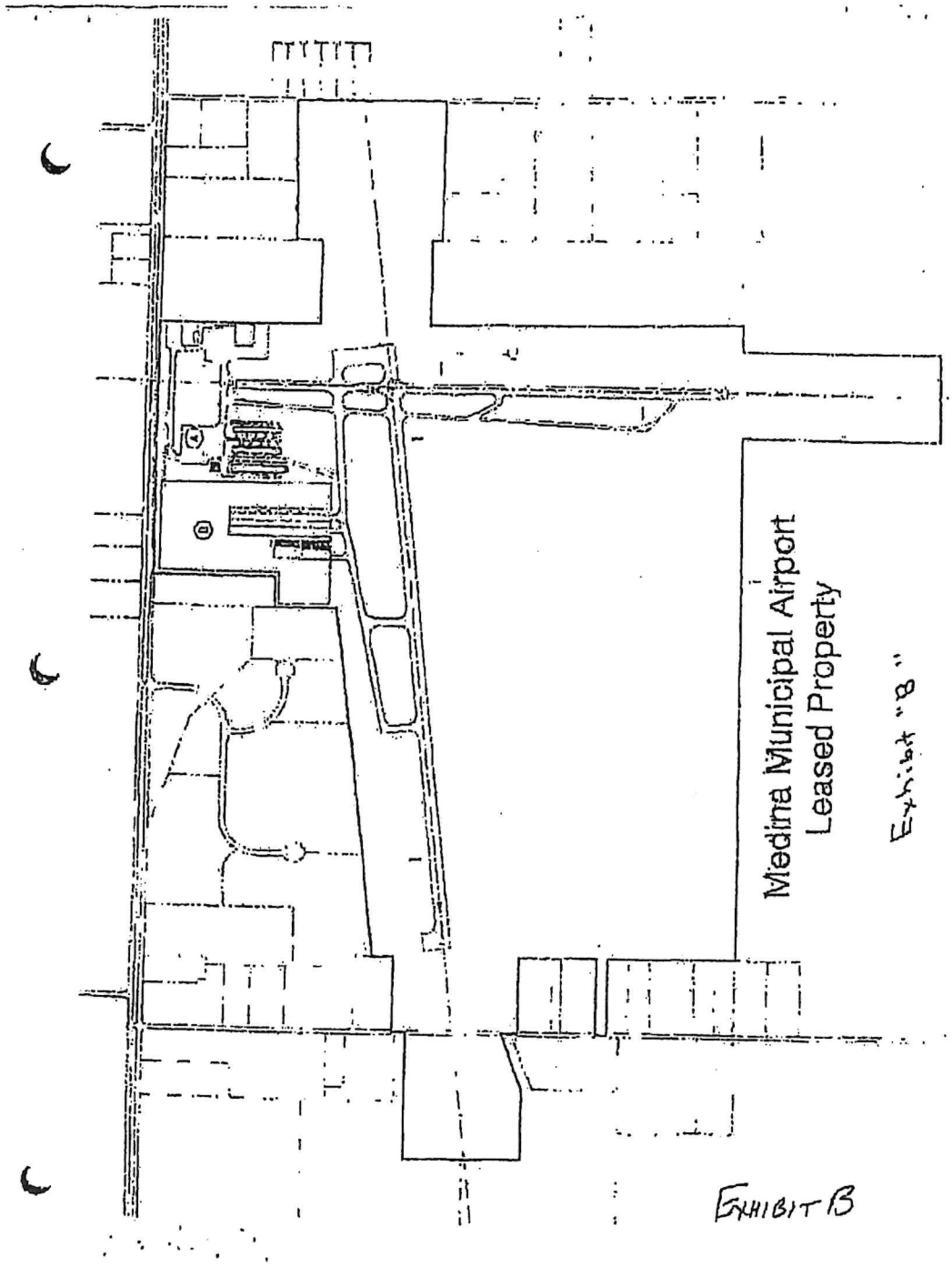


EXHIBIT B

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

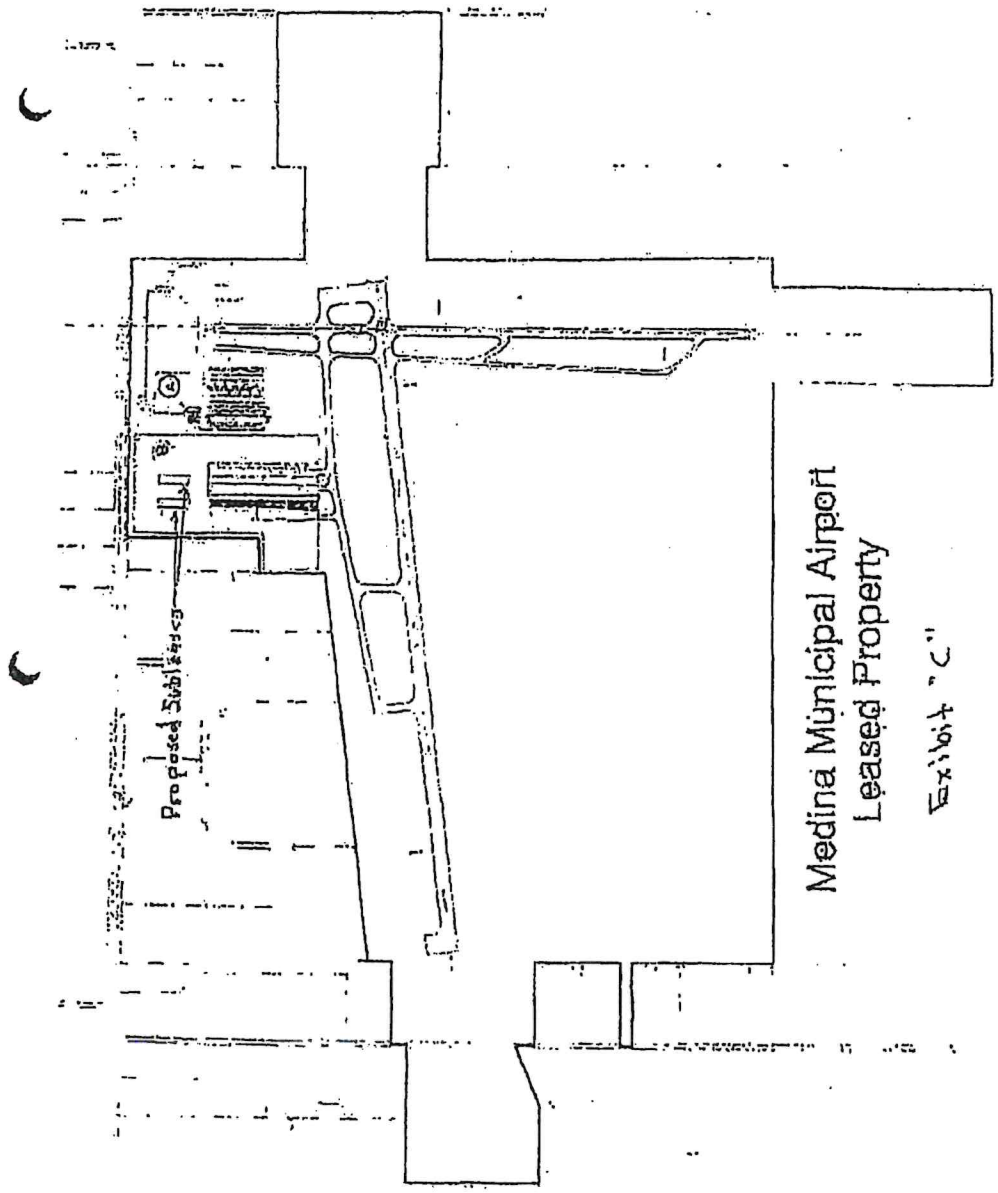


EXHIBIT C

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

HANGAR RULES
For
Private Hangars MMA LLC ("PHMMA")
(at the Medina Municipal Airport)

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

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

General Hangar Rules:

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

Allowed Limited Maintenance:

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

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

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

Insurance:

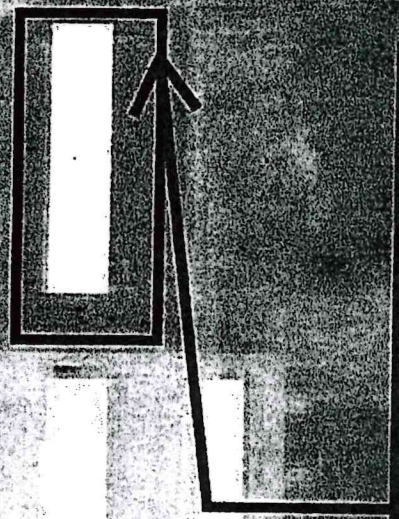
Each member is required to carry - Liability Insurance of $250,000.00 for each aircraft and $500,000.00 for each occurrence.

EXHIBIT D

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

EXHIBIT C

Amended Exhibit A Page 1



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

ORDINANCE NO. 190-26

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

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

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

- $30,000.00 from (001) General Fund to (102) Streets Fund

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

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

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 191-26

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

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

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

Account No./Line Item	Additions
001-0210-51122	1,500.00 *
001-0410-51122	1,500.00 *
001-0420-51122	1,500.00 *
001-0430-51122	1,000.00 *
001-0707-56615	30,000.00 *
001-0705-51122	1,000.00 *
001-0741-51122	1,500.00 *
105-0610-53321	30,000.00 *
106-0101-53315	100.00 *
107-0110-51122	3,000.00 *
107-0110-53321	35,000.00 *
108-0610-54411	10,000.00 *
386-0675-54411	.20 *
386-0676-54414	90.00 *
108-0808-55511	20,000.00 *
144-0730-51122	3,000.00 *
301-0408-54411	492,000.00 *
513-0531-51122	1,000.00 *
513-0533-54411	10,000.00 *
513-0708-51122	5,000.00 *
574-0350-51122	25,000.00 *
574-0350-52215	50,000.00 *
676-0746-51122	1,000.00 *
688-0714-51122	1,000.00 *

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

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

* - new appropriation

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 192-26

AN ORDINANCE AUTHORIZING THE DONATION OF UP TO $25,000.00 TO FEEDING MEDINA COUNTY FOR CITY OF MEDINA RESIDENTS IN NEED OF FOOD ASSISTANCE AND DECLARING AN EMERGENCY.

WHEREAS: Although the interruption of federal Supplemental Nutrition Assistance Program ("SNAP") benefits caused by the federal government shutdown in October and early November 2025 have been restored, nevertheless the interruption caused a significant delay in the benefits leading to a substantial strain on food pantries across the country and in Medina County, including the City of Medina; and

WHEREAS: 11.4% of Medina County residents experience food insecurity and/or hunger with children being at an even higher percentage, even with the restoration of SNAP benefits; and

WHEREAS: The nonprofit, IRS 501(c)(3) charitable corporation known as Feeding Medina County provides food pantries available to persons experiencing food insecurity and/or hunger, including a food pantry serving the City of Medina.

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

SEC. 1: That the expenditure of $25,000.00 to Feeding Medina County is hereby authorized to assist City of Medina residents in need of food assistance.

SEC. 2: That City of Medina residents who will qualify for food assistance from Feeing Medina County shall be currently receiving SNAP benefits or have an equivalent measure of need.

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

SEC. 4: That within 180 days of receipt of the $25,000 amount named herein, Feeding Medina County shall provide, in writing, a full accounting of persons receiving assistance to the extent possible. Recipients shall receive proportionately equal amounts of assistance.

SEC. 5: That the funds to cover this donation are available in Account No. 001-0707-52215.

SEC. 6: 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. 7: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City and for further reason that City residents continue to have food insecurity and hunger that cannot wait for assistance for assistance for the normal 30 day period for this Ordinance to go into effect; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

SIGNED: _____
Mayor