

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

February 26, 2024
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (February 12, 2024)

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.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 36-24, Ord. 37-24, Ord. 38-24, Ord. 39-24, Ord. 40-24, Ord. 41-24, Ord. 42-24, Ord. 43-23, Ord. 44-24, Res. 45-24, Ord. 46-24, Ord. 47-24, Ord. 48-24, Ord. 49-24, Ord. 50-24, Ord. 51-24, Ord. 52-24

Ord. 36-24

An Ordinance authorizing the Mayor to enter into a Management Agreement between the City of Medina and Cold Stream Air Services, Inc. for the management of the Medina Municipal Airport.

Ord. 37-24

An Ordinance authorizing the Mayor to enter into a Fixed Base Operation Lease between the City of Medina and Cold Stream Air Services, Inc. for the Medina Municipal Airport.

Ord. 38-24

An Ordinance authorizing the expenditure of \$11,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for animal related services for the year 2024.

Ord. 39-24

An Ordinance amending Chapter 129 of the Codified Ordinances of the City of Medina, Ohio, by the addition of a new Section 129.05 relative to Police Jurisdiction for Property Outside Municipal Corporation Limits.

(emergency clause requested)

Ord. 40-24

An Ordinance authorizing the purchase of one (1) 2024 Ford F250 Pick-Up Truck from Montrose Ford for the Street Department.

Ord. 41-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2024 Equipment and Asphalt General Paving Services Program for the Service Department.

Ord. 42-24

An Ordinance amending Ordinance No. 189-22, passed October 11, 2022 relative to the Requests for bids for the Fire Station #1 Parking Lot Replacement Project.

Ord. 43-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget – 2023 Carryforward)

Ord. 44-24

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to accepting the revised job description for Administrative Office Manager.

Res. 45-24

A Resolution authorizing an application for grant assistance from the Federal Aviation Administration (FAA) with the Ohio Department of Transportation Department of Aviation (ODOT) for snow removal equipment for the Medina Municipal Airport.

(emergency clause requested)

Ord. 46-24

An Ordinance authorizing the Mayor to enter into an agreement with MS Consultants, Inc. for Engineering Design Services for the Prospect Street Bridge Replacement Project.

Ord. 47-24

An Ordinance authorizing the Mayor to accept the proposal from National Engineering & Architectural Services, Inc. (NEAS) for Geotechnical Services for the Prospect Street Bridge Replacement Project.

Ord. 48-24

An Ordinance authorizing the purchase of a replacement playground for Roscoe Ewing Park from Snider Recreation, Inc.

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Ord. 49-24

An Ordinance repealing and replacing Ordinance No. 90-22, passed April 25, 2022, relative to the Sexual Offender Plan of Action Policy for the Medina Community Recreation Center.

Ord. 50-24

An Ordinance authorizing the Mayor to enter into an agreement with Wichert Insurance for the City's Property and General Liability Insurance for the period of April 1, 2024 through March 31, 2025.

Ord. 51-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)

Ord. 52-24

An Ordinance authorizing the Mayor to enter into an agreement with Travelers Casualty and Surety Company of America for the City's Cyber Security Liability Insurance for the period of April 1, 2024 through April 1, 2025.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, February 12, 2024

Call to Order:

Medina City Council met in regular session on Monday, February 12, 2024 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Mr. John Coyne III, President of Council, who also led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: N. DiSalvo, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne. R. Haire was absent.

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, January 22, 2024 as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and approved by the yeas of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met before council and will meet again on February 26, 2024.

Public Properties Committee: Mr. Shields had no report.

Health, Safety & Sanitation Committee: Mr. Simpson had no meetings scheduled. He and the Mayor will attend the quarterly LST Advisory Meeting on Thursday.

Special Legislation Committee: Mr. Rose had no report.

Streets & Sidewalks Committee: Ms. Haire was absent.

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

Emerging Technologies Committee: Ms. DiSalvo stated the Emerging Technologies Advisory Committee had a meeting on February 8th and discussed ongoing City website recommendations. The new version for Municipal Court website is up and running. Charging stations in the public parking deck at City Hall are now available to the public with use of their debit cards. She reported they spoke on the solar eclipse and the impact it may have on the city and the police department.

Requests for Council Action:

Health, Safety & Sanitation Committee

24-030-2/12 – Amend Code Ord. 941.06(B) – Residential Sanitation Rates

Finance Committee

24-024-2/12 – Then & Now – Deductible Recovery Group – Law Dept.

- 24-025-2/12 – 2024 Contribution to SPCA
- 24-026-2/12 – Increase P.O. #24-759 – Huntington Bank – Police Dept.
- 24-027-2/12 – Exp. Over \$20,000 – MNJ Technologies – IT Dept.
- 24-028-2/12 – Exp. Over \$20,000 – Dex Imaging – IT Dept.
- 24-029-2/12 – Amend Code, New Section 129.05 – Police Jurisdiction Outside Municipal Limits
- 24-031-2/12 – Amend S&B Code 31.05, Step Payscale Modifications – Municipal Court
- 24-032-2/12 – Lease with Lake Business Products – Municipal Court desk printers
- 24-033-2/12 – Purchase (1) 2024 F250 Pick Up Truck – Service
- 24-034-2/12 – Bids – 2024 Equipment & General Pavement Services
- 24-035-2/12 – Exp. Over \$20,000 – Chippewa Roofing – Water
- 24-036-2/12 – Amend Sex Offender Policy – MCRC
- 24-037-2/12 – Agreement w/ MS Consultants – Prospect Street Bridge Replacement
- 24-038-2/12 – Amend Ord. 189-22 – Fire Station #1 Parking Lot
- 24-039-2/12 – Exp. Over \$20,000 – New Harris P25 Radio System – Police Dept.
- 24-040-2/12 – Transfer Request – Railroad Fund
- 24-041-2/12 – Transfer Request – MCRC Capital
- 24-042-2/12 – Budget Amendment
- 24-043-2/12 – Agreement w/National Engr & Architectural Services -Prospect St. Bridge
- 24-044-2/12 – Exp. – KTS Equipment – Parks Dept.
- 24-045-2/12 – Cooperative Purchase, Roscoe Ewing Playground Replacement – Parks
- 24-046-2/12 – 2023 Carryforward
- 24-047-2/12 – Amend 31.07 – Revised Administrative Office Mgr. Job Description
- 24-048-2/12 – FAA Grant Application – Snow Removal Equipment at Airport

Reports of Municipal Officers:

Dennis Hanwell, Mayor,

- A. January 24th, 2024 he along with Council woman Natalie DiSalvo attended the Main Street Medina annual awards, the City was awarded Partnership of the year and Barbara Dzur was awarded Community Spirit of the year.
- B. 30th Annual Medina Ice Festival by Elegant Ice will be held on the square February 16th through 19th.
- C. NOACA will be mailing out travel surveys to randomly selected participants in five county regions, including Medina County.
- D. Black history month celebrations – Fellow Baptist Church 7pm 2/15; Second Baptist Church 7pm 2/22. Congratulations to Pastor Arthur Ruffin from Second Baptist for being selected as one of Greater Cleveland’s Difference Makers in recognition of Black history month.
- E. Proclamation recognizing Tom Jenkins for his 30 years of service representing the City of Medina on the Medina County Health Board.
- F. Mayor Hanwell introduced Main Street Medina Executive Director George Sam with 2023 year-end review.

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Keith Dirham, Finance Director, Keith stated a reminder that all residents are required to file an income tax with RITA and forms are available at www.rita-ohio.com

Kimberly Marshall, Economic Development Director, Kimberly stated the next ribbon cutting is Friday the 16th at 1 p.m. for the Medina Rec Center Fitness Room addition and leisure pool.

Joe Toth, LST Director, Joe stated the Life Support Team completed 2023 with 3,522 ambulance calls for the City of Medina and for all three entities there were 5,359 calls and through January 2024 there were 307 calls in Medina City and with all three entities 478 calls.

Greg Huber, Law Department, had no report.

Lt. Marcum, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, Jansen echoed what Nino said about a good winter, they have had a pretty productive one so far. Jansen thanked council for the opportunity to use ARPA Funds for the Skatepark. Rec Center completed 2nd annual indoor triathlon.

Dan Gladish, Building Official, stated the Building dept. is off to a fast pace. Since the first of the year, the dept. has issued 10 commercial construction plan approvals, construction is valued at \$36.5 million dollars.

Nino Piccoli, Service Director, stated the Service dept. has been able to catch up on a lot of tasks and functions they have not been able to do in previous winters, it's been a great winter.

Patrick Patton, City Engineer, had no report.

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

Notices, communications and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Presentation – Denise Testa – Director, Medina County Fair Housing Office.

Amy Barnes – resides at 314 E. Washington St.

Stated she has endured vandalism and harassment in reference to the 20 + signs currently on her property. She would like to see an enforcement of the no litter ordinance. Amy asked for clear definition of signs and which ones the sign restriction ordinance applies to.

Introduction and consideration of ordinances and resolutions.

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Ord. 22-24, Ord. 23-24, Ord. 24-24, Ord. 25-24, Ord. 26-24, Ord. 27-24, Ord. 28-24, Ord. 29-24, Ord. 30-24, Ord. 31-24, Ord. 32-24, Ord. 33-24, Ord. 34-24, and Ord. 35-24. The roll was call and the motion passed with the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and J. Hazeltine.

Ord. 22-24

An Ordinance authorizing the expenditure of \$60,000 to Lake County Sewer Co. for the Street Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 022-24, seconded by Mr. Simpson. Nino stated this will allow the Street Dept. to continue the efforts with cleaning, grouting, and repairing of our storm sewers. The roll was called and Ordinance/Resolution No. 022-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, and P. Rose.

Ord. 23-24

An Ordinance authorizing the expenditure to Goodyear Tire and Rubber Company for the Sanitation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 023-24, seconded by Mr. Simpson. Nino stated this company is supplying tires and service at state bid pricing. We have 14 trucks in sanitation and each truck uses about 20 tires per year. The roll was called and Ordinance/Resolution No. 023-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, P. Rose, and J. Shields.

Ord. 24-24

An Ordinance amending Section 31.02 (B)(7) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to part-time Communication Officers for the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 024-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 024-24, seconded by Mr. Simpson. Lt. Marcum stated this will allow them to keep part time communication officers to use as needed to fill the schedule. The emergency clause is requested so there is no employment gap with the current part time employees. The roll was called on adding the emergency clause and failed by the nay votes of J. Coyne, N. DiSalvo. 4 yeas – 2 nays. The roll was called and Ordinance/Resolution No. 024-24 passed by the yea votes of N. DiSalvo, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Ord. 25-24

An Ordinance amending Ordinance No. 179-23, passed November 13, 2023, relative to the expenditure to Green Home Solutions for rehabilitation work at 1244 Hadcock Rd., Brunswick. Mr. Shields moved for the adoption of Ordinance/Resolution No. 025-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 025-24, seconded by Mr. Simpson. Andrew Dutton stated this ordinance and the next together would allow to split previously approved CHIP funds. Emergency is requested as both of these projects have been underway. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

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The roll was called and Ordinance/Resolution No. 025-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and J. Hazeltine.

Ord. 26-24

An Ordinance amending Ordinance No. 3-24, passed January 8, 2024, relative to the expenditure to Green Home Solutions for rehabilitation work at 850 North Huntington Street. Mr. Shields moved for the adoption of Ordinance/Resolution No. 026-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 026-24, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, and P. Rose. The roll was called and Ordinance/Resolution No. 026-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, P. Rose, and J. Shields.

Ord. 27-24

An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for Consultant Services for the PY24 City of Medina Community Housing Impact and Preservation Program (CHIP) Grant applications, including administration, implementation and to award RFQ/RFP to the successful bidder. Mr. Shields moved for the adoption of Ordinance/Resolution No. 027-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 027-24, seconded by Mr. Simpson. Andrew stated the last two ordinances were from their program year 2022 CHIP Program and this is the beginning phases of program year 2024 CHIP. The emergency clause is requested as this is a very involved application, with multiple public hearings and research and need to move this as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, N. DiSalvo, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 027-24 passed by the yea votes of N. DiSalvo, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 28-24

An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for Fair Housing Services for the PY24 City of Medina Community Housing Impact and Preservation (CHIP) Program applications and to award the RFQ/RFP to the successful bidder. Mr. Shields moved for the adoption of Ordinance/Resolution No. 028-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 028-24, seconded by Mr. Simpson. Andrew Dutton stated with their 2024 CHIP application they need to have a consultant for Fair Housing already under contract. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 028-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and J. Hazeltine.

Ord. 29-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for a one-year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the

chemicals for use in the treatment of water, and water meters to be used by various departments of the City of Medina, Ohio. Mr. Shields moved for the adoption of Ordinance/Resolution No. 029-24, seconded by Mr. Simpson. Nino Piccoli stated this is their annual material bids. The roll was called and Ordinance/Resolution No. 029-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, and P. Rose

Ord. 30-24

An Ordinance amending Chapter 1333 of the Codified Ordinances of the City of Medina, Ohio, relative to the adoption of the 2023 NFPA National Electrical Code. Mr. Shields moved for the adoption of Ordinance/Resolution No. 030-24, seconded by Mr. Simpson. Dan Gladish explained that on March 1, 2024 the State of Ohio Board of Buildings standards will be adopting a newer version of the commercial building mechanical plumbing and electric codes and as a state certified department we are mandated to follow and enforce the rules of the state. The electrical code will change from the 2017 to the 2023. The roll was called and Ordinance/Resolution No. 030-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, P. Rose, and J. Shields.

Ord. 31-24

An Ordinance amending Chapter 1335 of the Codified Ordinances of the City of Medina, Ohio relative to the adoption of the 2024 Edition of the Ohio Building Code and Related Codes. Mr. Shields moved for the adoption of Ordinance/Resolution No. 031-24, seconded by Mr. Simpson. Dan stated this is same as last ordinance as the Building code and related codes will change from 2017 to 2024 codes. The roll was called and Ordinance/Resolution No. 031-24 passed by the yea votes of J. Coyne, N. DiSalvo, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Ord. 32-24

An Ordinance amending Chapter 1345 of the Codified Ordinances of the City of Medina, Ohio relative to the adoption of the 2024 Ohio Plumbing Code. Mr. Shields moved for the adoption of Ordinance/Resolution No. 032-24, seconded by Mr. Simpson. Same as above but with the Plumbing codes. This ordinance and the last two will only change commercial codes. The residential codes which is currently the 2019 will remain. The roll was called and Ordinance/Resolution No. 032-24 passed by the yea votes of N. DiSalvo, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 33-24

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 033-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 033-24, seconded by Mr. Simpson. Mr. Dirham stated they passed the deductible on this claim from 2020 so we have to pay this and the emergency is needed. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 033-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and J. Hazeltine.

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Ord. 34-24

An Ordinance authorizing the Finance Director to make certain fund transfers. Mr. Shields moved for the adoption of Ordinance/Resolution No. 034-24, seconded by Mr. Simpson. Keith stated there are two transfers, one for \$10,000 city share of the annual cost of the operation of the railroad that the city owns and the other is \$130,000 which is part of the agreement we have with the school for operations of the rec center for the building capital costs. The roll was called and Ordinance/Resolution No. 034-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, and P. Rose

Ord. 35-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 035-24, seconded by Mr. Simpson. Keith stated this is a pass through. The roll was called and Ordinance/Resolution No. 035-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, J. Hazeltine, P. Rose, and J. Shields.

Council comments

Dennie Simpson congratulated Mr. Jenkins on his years of service.
Appreciated the update on the Fair Housing.
Political season is heating up, lets move forward with kindness.

Jessica Hazeltine spoke on the Ice Festival this weekend and reminded everyone that we have a plethora of public parking we have available to us should you choose to use our legs and walk.

Adjournment

There being no further business the meeting adjourned at 8:27 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, III, President of Council

ORDINANCE NO. 36-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MANAGEMENT AGREEMENT BETWEEN THE CITY OF MEDINA AND COLD STREAM AIR SERVICES, INC. FOR MANAGEMENT OF THE MEDINA MUNICIPAL AIRPORT.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Management Agreement with Cold Stream Air Services, Inc. for the premises located at 2050 Medina Road also known as the Medina Municipal Airport.

SEC. 2: That a copy of the Management 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

Effective date -

ORD. 36-24

**MANAGEMENT AGREEMENT
FOR THE CITY OF MEDINA AIRPORT**

THIS AGREEMENT ("Agreement") is made as of the 1st day of November, in the year 2023, by and between **CITY OF MEDINA, OHIO** ("City"), and **COLD STREAM AIR SERVICES, INC.** ("Manager").

RECITALS:

A. City is the owner of certain land located in the Sharon Township, Medina County, Ohio, more particularly depicted on Exhibit A attached hereto (the "Airport Land") upon which the Medina Municipal Airport is situated (the "Airport");

B. Manager is affiliated with the fixed base operator ("FBO") operating as such at the Airport pursuant to a Lease (the "FBO Lease") of fixed base operations premises (the "FBO Premises") dated of even date herewith; and

C. Manager has represented that it is qualified or has or will have within its staff qualified personnel and expertise to function as the manager of the Airport and to perform the services and responsibilities required under this Agreement or by affiliation with the FBO (hereinafter sometimes referred to as the "Airport Management Services"); and

D. Both parties desire to enter into an agreement for the Manager to provide Airport Management Services to the Airport.

NOW THEREFORE, the City and Manager, for and in consideration of the compensation hereinafter set forth, and in consideration of the covenants and agreements herein contained, mutually agree as follows:

A. DUTIES AND RESPONSIBILITIES OF MANAGER

1. The Manager shall, at its cost, provide a qualified individual to serve in the capacity of Airport Director. The Airport Director need not be a full-time employee of the Manager but shall be responsible for devoting such time and attention to the position as will enable the Manager to comply with this Agreement. The Manager shall have the power and authority to hire, contract for, terminate, redesignate and otherwise supervise and direct the Airport Director and any other staff Manager shall determine to be necessary to perform the services under this Agreement. The Airport Director appointed by Manager and other persons performing services for management operations at the Airport may be employed by Manager or may be employees of the Manager's FBO operations. No employees of the Manager will constitute City employees. A roster of all staff employed by Manager shall be provided to City annually accompanied by a description of the position held by such staff and the responsibilities of each member of such staff. All staff shall be adequately trained to perform the tasks to which they are assigned in accordance with best practices and all applicable laws, rules and regulations, including, but not limited to, rules and regulations of the Federal

Aviation Administration ("FAA"). The Airport Director appointed by Manager and other persons performing services for management operations at the Airport may be employed by Manager or may be employees of the Manager's FBO operations.

2. Among the other duties specified in this Agreement, the Manager shall fulfill the following duties and responsibilities at the specified hours where so designated below:

- a. The Airport Director or other qualified staff of the Manager shall be on duty at the Airport during normal operating hours. Normal operating hours shall be determined by the City subject to input and recommendation of the Manager. The current normal operating hours are listed on Exhibit B attached hereto.
- b. The Manager shall maintain office space at the FBO Premises by agreement with the FBO and such shall serve as the Airport's main office ("Airport Office") which shall be open during normal Airport operating hours.
- c. The Airport Director's phone number shall be posted at the Airport in a conspicuous location and at the FBO facilities and the Airport Director shall also maintain current phone numbers for after-hours contact with the local FAA, the Ohio Division of Aviation, the Medina Police Department and the Medina County Sheriff's Department.
- d. The Manager shall assure that aircraft operations at the Airport are conducted within the rules and regulations of the FAA, the Federal Communications Commission, any applicable state law and any rules, regulations and/or minimum standards adopted by the City for the Airport. The Manager shall notify the City immediately of any aircraft operations or operators not complying with these requirements and shall keep records documenting all violations and warnings.
- e. The Manager shall issue Notice to Airmen (NOTAMS) to the local FAA Flight Service Station whenever any of the facilities are out-of-service or any conditions exist that would affect normal operations at the Airport.
- f. The Manager shall supervise the operation of Radio Airport Advisory Service (UNICOM) during the normal operating hours.
- g. The Manager shall coordinate with the City to provide services for necessary snow removal from the airfield runways, taxiways and necessary pavement areas. City may elect to have the Manager engage a snow removal provider, which may be the FBO, with the expense therefor approved by the City and paid for or reimbursed out of Airport revenues received by the Manager on City's behalf. Notwithstanding, during the initial term of this Agreement, however, City will perform the necessary snow removal contemplated herein on such schedule as City may dictate in due consideration of City capacity.

- h. The Manager shall coordinate with the City in the City's cutting of grass on the airfield. City may elect to have the Manager engage a mowing service provider, which may be the FBO, with the expense therefor approved by the City and paid for or reimbursed out of Airport revenues received by the Manager on City's behalf. Notwithstanding, during the initial term of this Agreement, however, City will perform the necessary grass cutting for the Airport contemplated herein on such schedule as City may dictate in due consideration of City capacity.
- i. The Manager shall conduct periodic inspections of the airfield pavement including, but not limited to, runways and taxiways and markings to assure that they are in a satisfactory condition for safe aircraft operation and shall promptly notify the City of any problem areas and arrange for necessary repairs and maintenance. Such repairs and maintenance shall be paid for or reimbursed out of Airport revenues received by the Manager on City's behalf or Airport revenues received by City.
- j. The Manager shall conduct periodic inspections of the airfield lighting systems to assure that they are functioning properly and perform replacement of any lighting system lamps which do not work. The cost of repairs and replacement shall be paid for or reimbursed from Airport revenues received on City's behalf or Airport revenues received by City.
- k. The Manager shall manage the spare parts for the lighting systems and notify the Authority when additional replacement parts are ordered. The Manager shall place orders from time to time as replacement parts are necessary with the cost of same to be paid or reimbursed from Airport revenues received by Manager on City's behalf or Airport revenues received by City.
- l. The Manager shall maintain accurate records acceptable to the City of all inspections, problems, written correspondence, visits by the FAA or Ohio Division of Aviation, NOTAMS, complaints, emergencies and all other airport activity in written or electronic files. Further, the Manager shall maintain accurate financial records concerning all finances (including, but not limited to, budgets, revenue, and expenses) of the Airport in written or electronic files. Files are to be kept at the Airport Office in the area and by means designated by the parties for such information and shall be available for access, examination and copying by the City upon 24-hour advance notice. All files are to be reliably secured and backed up according to best practices and as approved by City. Within one hundred twenty (120) days after the end of each calendar years commencing with calendar year end 2023, Manager (in consultation with the FBO) shall submit to City a written report (the "Annual Report of Airport Operations") summarizing Airport flight and other operations and financial operations conducted by Manager and the FBO. Such report shall contain such data and information and be in such form as is reasonably satisfactory to City. Among other things that may be covered by the Annual Report

of Airport Operations, the following shall be addressed: (i) total numbers of aircraft landings and departures by month with year over year comparisons; (ii) total census of aircraft hangered by any person, firm or entity; (iii) Airport maintenance and repair activities by month and type; (iv) financial performance of the Airport and budgets; (v) leasing and rental information; and (vi) reports of other services or activities of the Manager and of each FBO operation.

- m. The Manager shall notify the City of any written correspondence received at the Airport requiring or requesting action by the City.
- n. The Manager shall immediately notify the City and the police and/or fire departments of any emergencies and/or safety and security incidents requiring a response by police or fire personnel.
- o. The Manager shall assist and cooperate with City as requested by City in any FAA grant application process and in any periodic updates of an Airport master plan.

3. The Manager shall have the right to propose rules and regulations (including, but not limited to, Minimum Standards for Aeronautical Activity) pertaining to the operation of the Airport property. All such rules and regulations shall be consistent with applicable laws, rules and regulations promulgated by governmental authorities having jurisdiction over the Airport, including, but not limited to the rules and regulations of the FAA and all grant assurances by reason of the FAA grants received for the Airport. All such rules and regulations as proposed shall be presented to the City for its comment, review and approval. City shall consult with the Manager prior to enacting or rescinding rules pertinent to the Airport. The Manager shall be responsible for monitoring and enforcing compliance with the rules and regulations adopted from time to time.

4. The Manager shall have the right to deny use of the Airport to anyone willfully or persistently violating regulations and rules of the FAA, the Ohio Division of Aviation, the Federal Communication Commission or the City.

5. The Manager shall assist the City in the negotiation of leases and other material agreements pertaining to the operation of the Airport or Airport property. The Manager shall administer agreements and leases entered into by the Airport to the extent consistent with City requests and the Manager's responsibilities and duties under this Agreement.

6. The City with Manager's input shall establish and publish a schedule of Airport user fees. Currently the City is charging a monthly access fee of \$100.00 per month per aircraft hangar space; counting each individual hangar space in a multi-aircraft storage facility (e.g. a T-Hangar facility) as a separate hangar subject to the fee.

7. The Manager may, at City's election, be designated as City agent for collection of rents and/or user/access fees and/or other Airport revenue and in such case all such funds shall be duly collected by Manager in trust for City and same shall be deposited in a City designated account at a

reputable financial institution selected by the City for Airport revenues. As provided in Section 2 above, Manager shall keep accurate financial records of all such user fees, Airport revenue and expenses.

8. The Manager shall not enter into any agreement or commitment on behalf of the City without City's prior written approval that (i) requires the City's approval under applicable law or requires the same be let by competitive bidding, or (ii) which is in violation of applicable law, or (iii) which would bind City beyond the period of Manager's engagement. The City and Manager shall develop reasonable guidelines setting forth Manager's authority with respect to routine customary expenditures relative to maintenance, repair and operating the Airport.

9. The Manager shall at all times promote the interests of the City and the Airport through communication with various professional, corporate and civic organizations and shall act in a professional manner at all times during contact with the public. Manager in cooperation with the City shall establish and pursue initiatives to increase aeronautical and related economic activity at the Airport consistent with a vibrant municipal airport for the betterment of the Medina community.

10. The Manager shall cause the Airport Director or another authorized representative of the Manager to attend regularly scheduled meetings of the City concerning Airport operation and development.

11. The Manager shall have such additional authority as is necessarily inferred from the other duties, responsibilities and authority hereinabove set forth subject in all events to City's right to clarify such authority from time-to-time.

12. Manager shall maintain liability insurance in addition to that required to be provided by the City under Section 4(b) with limits of not less than \$ 4,000,000 per occurrence and \$ 1,000,000 in the aggregate. The Manager shall maintain the City as an additional insured on such policy.

13. City has the right in its discretion from time to time to elect to self-manage any function or activity previously assigned to the Manager. In such event, City may remove the particular function(s) from Manager's responsibilities.

B. RESPONSIBILITIES OF THE CITY

1. The City shall reasonably cooperate with and support the Manager in the fulfillment of Manager's duties and in connection with administration of the Airport.

2. The City shall promptly inform the Manager of any events, correspondence, pending action or other occurrence known to City which may impact the Airport or administration thereof or which bear on the performance of Manager's duties.

3. The City will use reasonable efforts to support the Manager's promotion of the Airport and

use thereof.

4. The City shall keep and maintain or require any applicable lessee to maintain the following policies of insurance:

- a. Appropriate casualty insurance upon the City's buildings and improvements at the Airport in the amount and with coverages determined by City.
- b. Commercial policy of general liability insurance with limits adequately based upon the prudent exercise of the City's discretion. The Manager may be named as an additional insured under such policy.

5. The City shall provide Manager with such professional, legal or engineering assistance as may be required in the proper administration of the Airport; provided that all engagements and costs thereof shall be subject to the prior approval of the City and shall constitute Airport expenses for purposes of Section E(1) of this Agreement. All engagement policies shall be in accordance with applicable law.

6. The City shall use Airport revenues from access fees, lease rentals and other Airport revenue received by City in consultation with the Manager for maintenance and improvement of the Airport so far as reasonably consistent with the goals of the City for the Airport based upon a City approved annual budget to be prepared annually at the commencement of each calendar by the City and the Manager in consultation with one another. An initial part year budget for the balance of calendar year 2023 shall be prepared and submitted for City approval as soon as practicable after the execution of this Agreement. City may apply for such FAA grant assistance for the Airport as is determined by the City to be appropriate and consistent with available FAA grant programs. Manager, at City's request, will assist in the process of preparing such grant application and in utilizing the grants received according to the purposes of such grants, all subject to any applicable laws, rules and FAA grant assurances imposed as a condition of such grants. Notwithstanding anything to the contrary in this Agreement, FAA grant revenue shall be used consistent with the purposes thereof and all required grant assurances. Expected grant revenue and expenditures of same shall be reflected in the Airport budgets to be prepared by Manager with the cooperation of City.

C. TERM OF AGREEMENT

1. The initial term (“Initial Term”) of the Agreement shall be for one (1) year and two (2) months commencing on the 1st day of November, in the year 2023, and ending on the 31st day of December, 2024. However, this Agreement may be renewed by mutual written agreement of the parties at the end of the Initial Term for an additional one (1) year term ending December 31, 2025. Each time this Agreement is extended by renewal, it shall be upon the same terms as herein contained, except that the Management Fee shall be subject to mutual agreement of the Manager and the City. The Manager and the City shall, as soon as practicable after a request for extension by either party, commence good faith negotiations to establish a reasonable fee for managerial services.

D. RIGHTS TO TERMINATE

1. Should the Manager fail to discharge any of the heretofore mentioned duties and responsibilities, the Authority shall give written notice of such default. If such default continues for thirty (30) days after receipt of such notice, the City shall have the right to terminate this Agreement by giving written notice of such termination.

2. Should the City default in its responsibilities to the Manager, the Manager shall give written notice of such default. If such default continues for sixty (60) days after receipt of such notice, the Manager shall have the right to terminate this Agreement by giving written notice of said termination. The Authority shall promptly pay all compensation due the Manager, prorated to the date of termination.

3. The City shall have the right to terminate this Agreement in the event the FBO Lease is terminated or expires pursuant to the terms of the FBO Lease.

E. COMPENSATION

1. During the initial term of this Agreement, the Manager shall be paid an annual fee (“Management Fee”) in arrears equal to 50% of the Net Revenue (defined hereinafter) of the Airport revenues for each full calendar year during the term. “Net Revenue of the Airport” shall mean all revenue received by the City from the Airport operations during the year (not, however, including FAA grant revenue that is allocated to specific projects or to the extent including any portion of FAA grant proceeds for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law) including access fees, rent and other fees minus all direct expenses incurred by City in maintenance, repair and other operations of the Airport (not however including expenses specifically payable with FAA grant proceeds where the grant requires application to the specific expenses or to the extent including any portion of FAA grant paid expenses for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law). The Management Fee for the two-month period in calendar year 2023 commencing on the date of this Agreement shall be combined with the full calendar year 2024 terminating at midnight December 31, 2024 and the Management Fee shall be determined on a 14-month basis for that period only. For any subsequent partial calendar year during the term the

Management Fee shall be based on the projected revenue and expense for the full calendar year and a proration of the projected Net Revenue for the partial year for which a determination is required.

2. By mutual agreement memorialized in written amendment to this Agreement, the parties may agree to Manager's performance of other responsibilities associated with the Airport and the compensation basis therefor.

F. MISCELLANEOUS

1. If any portion of this Agreement is subsequently held to be illegal or invalid, the remainder of this Agreement shall continue to be of full force and effect.

2. Neither party may assign this Agreement without the prior written consent of the other.

3. It is mutually agreed that the terms hereof shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

4. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Manager have hereunto caused their names to be affixed to this Agreement.

City:
CITY OF MEDINA, OHIO

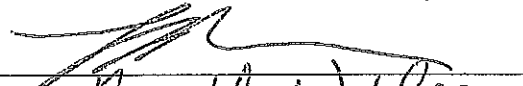
By: _____

Name: _____

Title: _____

Dated: _____

Manager:
COLD STREAM AIR SERVICES, INC.

By:  _____

Name: Ronald Waldron

Title: President

Dated: 1/24/2024

ORDINANCE NO. 37-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIXED BASE OPERATION LEASE BETWEEN THE CITY OF MEDINA AND COLD STREAM AIR SERVICES, INC. FOR THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Fixed Base Operation Lease with Cold Stream Air Services, Inc. for the premises located at 2050 Medina Road also known as the Medina Municipal Airport.
- SEC. 2:** That a copy of the Fixed Base Operation Lease is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date January 1, 2024

FIXED BASE OPERATION LEASE

Dated: January 1, 2024

between

CITY OF MEDINA, OHIO,
as Landlord

and

COLD STREAM AIR SERVICES, INC.
as Tenant

LEASE

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LEASE

THIS LEASE made and entered into as of the 1st day of January, 2024, by and between **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, with its address at 132 North Elmwood Avenue, Medina, Ohio 44256 (“Landlord”), and **COLD STREAM, AIR SERVICES, INC.**, an Ohio Corporation, with an address at 2050 Medina Road, Medina, Ohio 44256 (“Tenant”).

RECITALS:

A. Landlord is the owner of certain land located in the City of Medina, Medina County, Ohio, more particularly described on Exhibit A (the “Land”) upon which the Medina Municipal Airport is situated (the “Airport”);

B. Landlord is the owner of the Airport administrative building (“Administrative Building”) located at 2050 Medina Road, Medina, Ohio 44256 with dimensions of approximately 24' x 50'; an above ground Jet A Fuel Tank and associated fueling fixtures (collectively “Jet A Fuel Facility”); an above ground 100LL Av Gas Fuel Tank, associated fueling fixtures and card reader (collectively “Av Gas Facility”; and together with the Jet A Fuel Facility collective referred to as the “Fuel Farm”); and a steel aircraft maintenance hangar and attached shop with collective dimensions of 70' x 100' (“Maintenance Hangar”);

C. The Landlord desires to lease the Administrative Building, Jet A Fuel Facility and Maintenance Hangar to Tenant together with a portion of the Land depicted on Exhibit B (such portion referred to as the “FBO Land”) and together with the Administrative Building, Jet A Fuel Facility and Maintenance Hangar being referred to as the “Premises) on the condition that Tenant continuously operate the Premises as a Fixed Based Operator in accordance with this Lease providing the high quality services and amenities expected at a well operated, customer service oriented municipal airport.

ARTICLE I

Definitions

For the purpose of this Lease, unless the context otherwise clearly requires:

- (a) The term “Administrative Building”, as used herein, means as defined in Recital A.
- (b) The term “Airport”, as used herein, means as defined in Recital B.
- (c) The Term “Av Gas Facility”, as used herein, means as defined in Recital B.
- (d) The term “Fuel Farm”, as used herein, means as defined in Recital B.
- (e) The term “Base Rent”, as used herein, means that portion of the Rent specified in Section 2.1 hereof.

(f) The term "Event of Default", as used herein, means any event set forth in Section 16.1 hereof as an Event of Default.

(g) The term "Fixed Base Operator" or "FBO" means a full service fixed base operator as defined from time to time in the Minimum Standards. In the absence of adopted Minimum Standards, "Fixed Base Operator" or "FBO" means a full service fixed based operation providing, at minimum, the following services to users of the Airport directly or through duly authorized onsite sublessees or authorized and qualified onsite contractors.

(i) Sale of aviation fuel and lubricants together with aircraft fueling services;

(ii) Tie down, hangar storage, and parking;

(iii) Aircraft maintenance (including stocking a reasonable inventory of aircraft parts and accessories to maintain and repair general aviation aircraft);

(iv) F.A.A. approved flight instruction; and

(v) Aircraft rental.

(h) The term "Fuel Farm", as used herein means the Jet A Fuel Facility, Av Gas Facility and related fueling, metering and containment equipment and systems.

(i) The term "Imposition", as used herein, means any tax, assessment, ad valorem real property tax, excise, levy, license or permit fee or other governmental charge, general and specific, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable or other payments received by Tenant or anyone claiming by, through or under Tenant, or (c) any use or occupation of the Premises or any part thereof.

(j) The term "Institution", as used herein, means a savings bank, bank, trust or insurance company, pension fund (whether or not managed by a state agency), or lending institution authorized to make mortgage loans and supervised or regulated by the United States of America or any state thereof.

(k) The term "Jet A Fuel Facility", as used herein, means as defined in Recital B.

(l) The term "Landlord", as used herein, means City of Medina, Ohio, its successors or assigns.

(m) The term "Lease Year", as used herein, means a period of twelve (12) full consecutive months commencing upon the Rent Commencement Date.

(n) The term "Minimum Standards", means the Minimum Standards for Aeronautical Activity, if any, adopted from time to time by the Landlord as the same may be amended, modified or supplemented from time to time.

(o) The term "Maintenance Hangar", as used herein, means as defined in Recital B.

(p) The term "Premises", as used herein, means as defined in Recital C.

(p) The term "Rent", as used herein, means the sum of the Base Rent and such other sums as are payable to Landlord in accordance with the terms hereof.

(q) The term "Commencement Date", as used herein, shall mean January 1, 2024.

(r) The term "Tenant", as used herein, means [R. Waldron Entity].

(s) The term "Term", as used herein, means the period of time described in Section 3.1 hereof and includes the "Initial Term" as defined in Section 3.1 and any "Extended Term" as defined in Section 3.1.

(t) The term "USTs or AST" shall mean any underground storage tanks or above ground storage tanks, as applicable for fuel at the Premises including, but not limited to, those which are a part of the Fuel Farm.

ARTICLE II

Rent

Section 2.1 Base Rent. As part of Rent, Tenant shall pay to Landlord, as Base Rent for the Premises, during the Term, the following amounts (with respect to the indicated Lease Years):

(a) During the Initial Term, the Base Rent shall be ZERO Dollars (\$00.00) in recognition of Tenant's investments in start-up, establishment and operation of the Fixed Base Operator services at the Airport contemplated in the definition of FBO in the above definitions section of this Agreement; and

(b) The fees due under Section 2.2 below.

(c) During any Extended Term the Base Rent shall be as set forth in a written amendment to this Lease to be negotiated and executed pursuant to Section 3.1 of this Lease prior to the commencement of such Extended Term.

(d) The Base Rent for each of the aforesaid periods shall be payable in successive monthly installments during the respective period in advance on the first day of each and every month during the respective period, the first such payment to include also any prorated Base Rent for the period from the date of the commencement of the Initial Term to the first day of the first full calendar month in the Initial Term.

Section 2.2 Fuel Privilege Fees. In addition to Base Rent, Tenant shall pay the following fees based upon all aviation gasoline, jet fuel and any other type of aviation fuel, corrected to standard temperature, delivered to Tenant at or for the Airport:

(a) **Jet Fuel.**

- (i) Seventy-five percent of the gross margin on all monthly Jet Fuel sales; plus
- (ii) Until Landlord recovers through the gross margin payments under this Lease, Landlord's remaining unrecovered full investment in the Jet A Fuel Facility, all remaining gross margin once the 25% share remaining for Tenant exceeds \$1,000.00 for the month, shall be paid to Landlord. As of October 31, 2023 the remaining unrecovered portion of Landlord's investment to be paid was \$156,517.08.
- (iii) Once Landlord's investment is fully recovered then Seven cents (\$.07) per gallon based upon all Jet A fuel, corrected to standard temperature, delivered to Tenant on the Premises.

(b) **Av Gas.**

- (i) Seven cents (\$.07) per gallon based upon all av gas, corrected to standard temperature, delivered to Tenant on the Premises.

The parties agree that no aviation gasoline, jet fuel or any other type of aviation fuel shall be sold at the Airport other than by Tenant as an FBO, another FBO having a lease with Landlord meeting any minimum standards then in effect for FBOs, unless expressly consented to by Landlord in writing. Nothing herein shall prohibit Landlord from granting self-fueling rights (including for tanks and equipment for self-fueling) of aircraft to other non-FBO tenants at the Airport provided no sales of such fuel to third parties are permitted by such non-FBO tenants) and provided all sales are accurately recorded with complete information.

Except as provided in 2(c) below, Fees calculated as above shall be due and payable to Landlord within fifteen (15) days after the end of the month in which such delivery or deliveries were made. With each remission of fees hereunder Tenant shall provide together with a certification of the gallons delivered to date during the current month and the year to date. Such reports shall include year to date totals, the amount of total Jet Fuel and aviation gasoline gallons sold, total gallons of each available, sales price per gallon sold of each, average sales price per gallon of each suppliers wholesale delivered cost per gallon of each, and calculation of the fuel privilege fees payable to Landlord with such other information as Landlord may reasonably request. Landlord shall have the right to audit the deliveries and calculations made at any time, and Tenant shall make all records available for Landlord's inspection and audit upon request. In the event an audit reveals an underpayment by Tenant, Tenant shall immediately remit the underpayment with interest at 18% per annum and shall pay an audit fee equal to the actual changes incurred by the Landlord, plus \$75.00 per hour for time incurred by Landlord's internal staff in connection with the audit. The

hourly fee for internal staff may be increased in Landlord's from year to year based to equal rates charged by private accounting firms for experienced audit personnel.

(c) **Jet Fuel Acquisition & Fee Process.**

The parties acknowledge that the process of Jet Fuel procurement and thereafter allocation/payment of proceeds from sales of Jet Fuel and fees due in connection therewith was addressed with the prior fixed base operator ("Prior FBO Operator") as follows: The Prior FBO Operator handled sales of Jet Fuel to end users, managed the self-fueling processes and recorded all sales. Landlord, using remote computer access to Jet Fuel sales information, would download sales information on a monthly basis. Gross sales revenue and fuel fees to Landlord from Jet Fuel sales were reconciled quarterly. When Jet Fuel inventory needed replenishment, the Prior Operator would report the same to Landlord and then the Prior Operator would order Jet Fuel from a supplier for delivery to the Jet A Fuel Facility accordingly. The Jet Fuel vendor would then send the invoice for the Jet Fuel purchase to the Landlord. Landlord would pay the invoice for Jet Fuel. Using the reports provided from sales and cost information (including, but not limited to, information provided by the Prior Operator), Landlord would determine the shares of gross margin as provided in Section 2.2(a) above. The share payable to the Prior FBO Operator would be remitted by the Landlord within a reasonable time after the determination of the applicable quarterly reconciliation. Landlord and Tenant agree to continue this procedure with the Tenant fulfilling the responsibilities of the Prior FBO Operator in the process. Once the Landlord's unrecovered investment in the Jet Fuel Facility is fully recovered, the Landlord may elect to turn-over the responsibility for procurement, payment and accounting for Jet Fuel to Tenant with Tenant thereupon responsible for remitting the above fuel privilege fee for Jet Fuel to Landlord as Tenant does with fuel privilege fees payable with respect to av gas.

Section 2.3 Rent Escalations. Base Rent during any Extended Term under Section 3.1 may be escalated by Landlord as of each anniversary of the commencement of the Extended Term pursuant to any negotiated Amendment to this Lease providing for the Extended Term.

Section 2.4 Place of Payments. Tenant shall make payment of each installment of Rent, without notice or demand, to Landlord in lawful money of the United States of America at Landlord's offices which, until Tenant shall be otherwise notified in writing by Landlord, shall be c/o Office of Finance Director, City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256. All such payments of Rent, except as otherwise provided herein, shall be made without deduction, counterclaim, abatement, suspension, deferment, defense, diminution or setoff for any reason whatsoever.

Section 2.5 Delinquent Payment; Handling Charges. In the event Tenant is more than five (5) days late in paying any amount of Rent or any other payment due under this Lease, then without the need for any further notice to Tenant, Tenant shall pay Landlord, within ten (10) days of Landlord's written demand therefor, a late charge equal to five percent (5%) of the delinquent amount. In addition, any amount due from Tenant to Landlord hereunder which is not paid within thirty (30) days of the date due shall bear interest at a monthly rate of one and one-half percent (1.5%). The payment of such late charge or interest by Tenant shall not constitute a waiver of any default by Tenant hereunder.

ARTICLE III

Term

Section 3.1 Term. The covenants, conditions and obligations of the parties under this Lease and possessory rights hereunder shall become effective upon the Commencement Date, it being intended that Tenant may take possession on the date of this Lease, and shall continue for one (1) year (the "Initial Term") unless sooner terminated as provided herein. The Initial Term of this Lease may be extended for an extended term ("Extended Term") to be negotiated by the parties not later than sixty (60) days prior to expiration of the Initial Term and to be memorialized in such period by a mutually agreeable written amendment ("Amendment") to this Lease duly executed by the parties. If the parties fail to extend the term in an Amendment by the expiration of the Initial Term, this Lease shall become a month-to-month term lease terminable by either party with thirty (30) days prior written notice. Base Rent during any month-to-month term shall be \$0 per month plus fuel flowage fees under Section 2.2.

Section 3.2 Concurrent Termination; Management Agreement. The parties acknowledge that concurrent with the execution of this Lease, Landlord has entered into an Airport Management Agreement (the "Management Agreement") with Tenant providing for the general management of the Airport. In the event the Management Agreement is terminated by either party or expires and is not renewed or replaced by another mutually agreeable management agreement between Landlord and the Tenant, Landlord shall have the right to elect to terminate this Lease on sixty (60) days' notice to Tenant which election may be made and notice thereof may be sent within six (6) months after the effective date of the termination of the Management Agreement.

ARTICLE IV

Ownership of Improvements; Additional Improvements

Section 4.1 Ownership of Improvements. The FBO Land, and all other existing improvements at or on the Premises as of the date hereof are owned by Landlord and leased to Tenant hereunder for the Term and subject to the terms and conditions of this Lease. During the Term, Tenant shall own all other buildings and improvements placed upon the Premises by Tenant with the written permission of Landlord.

Section 4.2 Additional Improvements. Tenant shall not make any additional improvements upon the Premises, nor shall Tenant materially alter the exterior of any existing improvements upon the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. All additional improvements and/or alterations under this section shall be made in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, codes and ordinances. All improvements and alterations under this section, other than trade fixtures, shall become part of the Premises and upon termination or expiration of this Lease shall be governed by Article 18 of this Lease.

ARTICLE V

Uses and Conduct of Business

Section 5.1 Purposes. Tenant shall use and occupy the Premises solely for the following purposes and none others: (a) operation of aircraft; (b) service and maintenance of aircraft; (c) inside hangar and, in designated areas, tie down storage of aircraft for hire; (d) sale of aviation and jet fuel together with services in connection with fueling of aircraft; (e) so long as Tenant is also acting as Manager of the Airport under a separate management agreement with Landlord, collection of landing and parking fees on behalf of Landlord; (g) other FBO operations and aeronautical activities authorized by the Minimum Standards, if any, or by Landlord; (h) providing the other services required in this Lease; and (i) office purposes in direct support of only the foregoing purposes. In addition, Tenant agrees to make office and reception area space in the Administrative Building available to the City and/or any Airport manager appointed or engaged by City for use in management operations as a main public office for the Airport. Reception area space may be on a shared basis. No rent or sublease rent, nor any general utility or other common expenses, shall be charged to the City (or the Airport Manager) for use of the Administrative Building as the Airport's main public office. The City and Tenant shall coordinate appropriate signage for the Administrative Building which must otherwise comply with applicable laws and codes and any Airport signage regulations.

Section 5.2 Required Minimum Services and Facilities. As a Fixed Base Operator, Tenant is required to provide the following services (including any contained in any Minimum Standards adopted from time to time applicable to Fixed Base Operations): (a) make available to the public certain aeronautical activities required for the operation of the Airport; (b) have in place facility improvements and equipment in connection with the sale of aviation and jet fuel and lubricants; (c) employ and have available trained service personnel to provide the services, which employees shall wear appropriate dress or insignia when on duty; (d) adopt "Standard Operating Procedures" for fueling operations which must include or provide for, among other things, training plans, fuel quality assurance testing, equipment maintenance record keeping, and emergency response procedures for fuel fires and spills; (e) maintain qualified personnel for general aviation aircraft users, 7 days a week and provide for the Airport to be open with services and fueling available 8:00 a.m. to sunset during the period of Daylight Savings Time and between 8:00 a.m. to 5:00 p.m. during all other times (subject to weather or emergency closures); (f) have and keep on file with Landlord an approved written spill prevention and contingency control plan ("SPCC") which meets both Landlord's and EPA's regulations; (g) have in place certain facility improvements and equipment providing hangar space, crew and passenger lounge space, facility support office space and pilot flight planning office space (including readily accessible telephone service with both the Cleveland AFSS and Akron-Canton Weather Service); (h) have continuously available at least one aircraft tug and standard universal tow bar (sufficient for general aviation aircraft normally frequenting the Airport), fire apparatus, compressed air equipment readily available to the public, such other equipment as is necessary or appropriate for the safe and effective provision of Fixed Based Operator services; (i) provide (directly or through a qualified and certified provider on the Premises) services for aircraft maintenance and repair of the type suitable for a municipal airport comparable to the Airport. Nothing herein is intended to limit or

qualify the Tenant's obligation to comply at all times with any Minimum Standards applicable to FBOs, all as may amended, modified and supplemented from time to time by the Landlord.

Section 5.3 Optional Services. In addition to or as part of the required services in Section 5.2, Lessee may provide the following services:

- (a) The wholesale and retail sale of new and used aircraft, new and used radio and electronic equipment and airman's supplies and accessories;
- (b) Operation of air taxi and sight-seeing services;
- (c) Represent a major general aviation aircraft manufacturer as a distributor or dealer offering sales and services of both new and used aircraft;
- (d) Flight training through qualified flight instructors or a recognized quality flight school (while this services is optional, Tenant agrees to use good faith diligent efforts to provide this service to be provided at the Airport).

Section 5.4 Prohibited Purposes. Tenant shall not use or occupy the Premises or any part thereof, nor permit any portion of the Premises to be used, for any activity or purpose not specifically authorized by this Lease, nor for any purpose which is in violation of the rules, regulations and Minimum Standards of the Landlord applied to Fixed Base Operators, nor for any activity or purpose inconsistent with the best interests of Medina Municipal Airport as determined by Landlord.

Section 5.5 No Discrimination. In Tenant's use of, and operations in connection with, the Leasehold Premises during the term of this Lease and any and all renewals thereof, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Tenant agrees that in the sale of goods, or rendering of services to the public, it will sell or furnish such goods or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and that it will charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rates or price reductions to volume users or purchasers. Nothing herein is intended to infer or be construed as expanding the purposes for which Tenant may use the Premises.

Section 5.6 Tenant's Responsibility. Except as otherwise provided herein, Tenant's use and occupancy of the Premises shall be at its sole cost and expense and Landlord shall have no responsibility whatsoever therefor.

Section 5.7 **Conduct of Business, Etc.** Tenant shall (a) conduct its business and operate the Premises at all times in a reasonable, safe and reputable manner, (b) keep or cause to be kept the Premises and improvements thereon, including entry ways, signage, graphics, and exterior and interior portions of doors, windows and other glass and plate glass fixtures thereon, in a neat, clean, sanitary and attractive condition, and (c) not unreasonably interfere with, hinder or obstruct Landlord's operations or other Tenants of Landlord on adjacent or nearby property.

Section 5.8 **Hazardous Materials; Indemnity.**

(a) Tenant shall conduct its business, operate and maintain the Fuel Farm, and shall cause all persons occupying all or any portion of the Premises and all of their respective agents, employees, contractors and invitees to act, in such a manner as to (i) not release or permit the release of any Hazardous Material; (ii) not unlawfully store, use or dispose of any Hazardous Material; and (iii) not create any nuisance or unreasonable interference with or disturbance of other tenants or users of the Airport or Landlord. "Hazardous Material" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises is located or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen.

(b) In addition to the foregoing, Tenant shall comply with all applicable laws, rules and regulations governing the use, maintenance, testing, and repair of the Fuel Farm and the USTs/ASTs thereat; shall maintain adequate insurance with respect to the Fuel Farm; and shall participate in the Ohio Petroleum Underground Storage Tank Program, where applicable. At the present time there are no known Underground Storage Tanks at the Premises.

(c) Upon written request from Landlord, Tenant shall provide a copy of all records, receipts and other documents demonstrating compliance with the provisions of subsections 5.8 (a) and (b). In any event, upon receipt of any correspondence or communication from a governmental authority concerning the Fuel Farm or any Hazardous Material related matter at or involving the Premises, Tenant shall within five (5) days provide a copy of same to the Landlord.

(d) In addition to any other indemnity contained in this Lease, Tenant hereby shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses and costs arising from or asserted in connection with: (i) Tenant's breach of any of the covenants set forth in this Section 5.8, and/or (ii) to the extent caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant, the presence on, under, or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises, the building, the land surrounding, the atmosphere, or any watercourse, body of water or ground water, of any Hazardous Material. The undertaking and indemnification set forth in this Section 5.8 shall survive the termination of this Lease and shall continue to be the personal liability and obligation of Tenant.

Section 5.9 Rules and Regulations; FAA Grant Assurances.

(a) Tenant shall comply with all rules and regulations issued by Landlord as the same may be amended, modified and/or supplemented from time to time, including, but not limited to the Minimum Standards applicable to Fixed Base Operators, regulations concerning signage, minimum standards of operation, architectural and aesthetic, security and general operations.

(b) To the extent applicable to Tenant's operations and/or the lease of the Premises, Tenant shall comply with all FAA grant assurances required to be imposed upon lessees by the Airport as a condition of FAA grants received from time to time by or for the Airport from the FAA, such grant assurances being incorporated herein by reference.

Section 5.10 Fee Schedules. The services to be provided by Tenant as a Fixed Base Operation shall be at market competitive rates. Jet fuel and aviation fuel pricing shall be reasonably competitive based on fuel acquisition costs and the pricing available to private aviation at airports within the Medina, Summit, Portage, Stark County, Wayne, and Cuyahoga counties. Landlord shall have the right to review Tenant's pricing schedules from time to time and require substantiation for any services or product pricing appearing to be excessive based on market competitive conditions.

ARTICLE VI

Impositions

Section 6.1 Payment by Tenant. Tenant shall pay, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all Impositions related to the Premises during the Term; provided, however, that if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition) Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the Term as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, further, however, that the amount of all installments of any such Imposition which are to become due and payable after the expiration of the Term shall be paid on or before the date of such expiration. It is further provided that any Imposition, other than Impositions which have been converted into installment payments by Tenant as aforesaid relating to a fiscal period of the taxing authority, a part of which period is included in a period of time after the expiration of the Term, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect to or become a lien upon the Premises or shall become payable during the Term) be apportioned between Landlord and Tenant as of the expiration of the Term.

Section 6.2 Landlord's Obligations. Nothing herein contained shall require Tenant to pay municipal, state, county or federal income taxes assessed against Landlord, or any municipal, state, county or federal capital, levy, succession or transfer taxes of Landlord.

Section 6.3 Right to Contest. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in

good faith but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 6.1 hereof, Tenant may postpone or defer payment of such Imposition if neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

Section 6.4 Separate Assessments. Landlord shall use reasonable efforts to obtain real estate tax assessments for the Premises which are segregated from the remainder of Landlord's properties. In the event that such segregated assessments are obtained, Landlord shall cooperate with Tenant in requesting the appropriate public authorities to send all notices relating to Impositions directly to Tenant during the Term; Tenant shall promptly deliver to Landlord copies of all such notices received by Tenant.

Section 6.5 No Joinder in Proceedings. Landlord shall not be required to join in any proceedings referred to in Section 6.3 hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, in which case Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify, protect and save harmless Landlord from any such costs and expenses. Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

ARTICLE VII

Insurance

Section 7.1 Liability Insurance. Tenant shall, in addition to any other insurance required to be maintained by Tenant under the provisions of this Lease or Article VII, beginning with the commencement of the Term, maintain standard contractual liability insurance covering Tenant's indemnification of Landlord as provided in Article 13 hereof with limits of not less than those provided for in Section 7.3 hereof.

Section 7.2 All Risk Insurance; Hangar Keeper's Insurance Coverage. Tenant shall keep the Premises, together with any alterations, additions or improvements thereon (including but not limited to all improvements thereon) and all fixtures, contents, personal property and equipment contained therein and belonging to Tenant or Tenant's sublessees insured during the Term against loss or damage by perils insured under an "all risk" policy and any such other risks and casualties for which insurance is customarily provided for improvements of similar character in an amount not less than the greater of (a) the full replacement value of such property (such value to be determined at least once every five (5) years by the underwriter of such insurance or by a qualified appraiser approved by Landlord), or (b) the outstanding principal balance existing from time to time of any indebtedness secured by a lien upon the Tenant's leasehold interest in the Premises. In addition,

Tenant shall maintain Hangar Keeper's Liability Insurance with respect to aircraft storage uses in such amounts as will adequately protect against loss or casualty to aircraft stored in or at the Premises and as approved from time to time by Landlord.

Section 7.3 Public Liability Insurance. Tenant shall maintain during the Term comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring on or in the Premises, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00), or the equivalent thereof. Notwithstanding the foregoing and without regard to whether Tenant is financing any portion of the Premises, at no time shall the aforesaid limits be less than the minimum limits from time to time customarily required by institutional lenders in connection with the financing of improvements of similar character. In the event of any dispute as to the limits which may be customarily required by institutional lenders, the dispute shall be resolved by averaging limits provided by two (2) lenders in the Summit/Medina market with Landlord and Tenant each to select a lender to provide a limit.

Section 7.4 Violation. Tenant shall not knowingly violate or knowingly permit to be violated any of the conditions or provisions of any policy provided for in this Article VII.

Section 7.5 Type of Policies. All insurance provided for in this Article VII shall be effected under valid and enforceable policies issued by insurers rated at least "A" by Best's Rating Guide which are licensed to do business in the State of Ohio. If at any time the said Rating Guide shall cease to be published, there shall be substituted therefor the most similar rating guide then published. Insurer certified duplicates or originals of such policies bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord at Landlord's written request.

Section 7.6 Tenant as Insured. All policies of insurance provided for in Sections 7.1 and 7.3 hereof shall name Tenant as an insured. Such policies shall also name Landlord as a named insured and, with respect to any buildings or improvements owned by Landlord, as loss payee. Each such policy shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord. The loss, if any, under any policies provided for in Section 7.2 hereof shall be adjusted with the insurance companies by Tenant; the proceeds of any such insurance, as so adjusted, shall be payable to Tenant for the purposes set forth in Article XIV hereof.

Section 7.7 Blanket Policies. Any insurance provided for in this Article VII may be effected by a policy or policies of blanket insurance; provided, however, that the amount of the total insurance allocated to the Premises shall be such as to furnish the equivalent of separate policies in the amounts herein required; and provided further that in all other respects, any such policy or policies shall comply with all other provisions of this Article VII.

ARTICLE VIII

Services to, and Repairs and Maintenance of, the Premises and Airport

Section 8.1 Landlord Obligations. Landlord shall be responsible for capital repairs and replacements to the roof, foundation, HVAC systems and to the concrete and asphalt at the Premises (for avoidance of doubt not to include the Fuel Farm), but otherwise shall not be required to furnish any services or facilities or to make any repairs or alterations, additions or improvements in or to the Premises or Airport except as expressly provided herein. During the Initial Term of this Lease, Landlord has agreed to provide mowing and snow plowing services for the common areas of the Airport.

Section 8.2 Tenant Obligations as to Premises. Except for the items for which Landlord is responsible under Section 8.1, Tenant shall furnish at its sole cost and expense all services and facilities and make any repairs or alterations, additions or improvements on or to the Premises which are necessary to maintain the Premises in good condition and repair and in slightly condition, all in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, rules and ordinances. Without limiting the foregoing (and except as provided under Section 8.1), Tenant shall take good care of and make necessary repairs and maintenance, to the Premises, and the buildings, fixtures, equipment and furnishings thereon, roadways and parking areas, utility lines and the appurtenances thereto and shall keep the Premises grounds mowed and trimmed.

Section 8.3 Tenant's Neglect. In the event that after thirty (30) days prior written notice Tenant refuses or neglects to make the repairs and perform the maintenance specified in Section 8.2 hereof, Landlord shall have the right, but shall not be obligated, to make such repairs and perform such maintenance on behalf of and for the account of Tenant. In the event that Landlord shall make such repairs and perform such maintenance, such work shall be paid for by Tenant at cost plus ten percent (10%) for Landlord's overhead and supervision.

Section 8.4 Triple Net Lease. The parties intend that this Lease be a "triple net lease," meaning that Tenant, except as expressly provided in this Lease, shall pay all real estate taxes, all special assessments (if any), all insurance premiums, and without limitation each and every other cost and expense pertaining to Tenant's use and possession of the Premises and (subject to Section 8.1) maintenance and repair thereof and all buildings or improvements thereon.

ARTICLE IX

Compliance with Laws

Section 9.1 Tenant's Covenant. Tenant shall promptly comply with or shall cause each occupant of the Premises to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to the use or manner of use of the Premises or any part thereof.

Section 9.2 Right to Contest. Tenant shall have the right to contest by appropriate proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation

or requirement of the nature referred to in Section 9.1 hereof. If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrance of any lien of any kind against the Premises or Tenant's leasehold interest therein and without subjecting Landlord to any criminal liability for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding, provided that Tenant prosecutes the contest with due diligence. Landlord shall join in any proceedings referred to in this Section 9.2 if the provisions of any applicable law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, provided that Tenant shall advance all costs and expenses to be incurred as a result.

ARTICLE X

Liens

Section 10.1 No Liens. Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Pursuant to the provisions of Chapter 1311 of the Ohio Revised Code, under no circumstances shall the interest of Landlord in and to the Premises be subject to liens for improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Tenant.

Section 10.2 Discharge of Liens. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant shall with all due diligence cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

Section 10.3 No Landlord Privity. Nothing in this Lease shall be deemed or construed in any way as constituting the request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof.

ARTICLE XI

Right to Perform Covenants

Section 11.1 Landlord's Rights as to Insurance. If Tenant shall at any time fail to pay for or maintain any of the insurance policies provided for in Article VII hereof or cause the same to be done, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) pay for and maintain any of the insurance policies provided for in Article VII hereof. Tenant may, at its

election, replace any such insurance so obtained by Landlord with substitute policies which satisfy the requirements of Article VII.

Section 11.2 Landlord's Rights as to Impositions. If Tenant shall at any time fail to make payment of any Imposition as and when required in Article VII hereof, then Landlord, after thirty (30) days' prior written notice to Tenant, and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any such payment as provided for in Article VI hereof.

Section 11.3 Tenant's Lack of Diligence. If Tenant shall at any time fail to make any payment or perform with due diligence any other act on its part to be made or performed under the terms the Lease, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any payment or perform any other act on Tenant's part to be made or performed.

Section 11.4 Additional Rent. All sums paid by Landlord pursuant to this Article XI and all costs and expenses incurred by Landlord in connection with the performance of any such act shall constitute additional Rent payable by Tenant under this Lease within ten (10) days after demand.

ARTICLE XII

Entry on Property by Landlord

Section 12.1 Rights of Entry Reserved. The Landlord and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon Tenant's exclusive premises for the following purposes:

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

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

ARTICLE XIII

Indemnification

Tenant shall indemnify, protect and save harmless Landlord and Landlord's trustees, officers, and employees, and their respective heirs, personal representatives, successors and assigns from and against all liabilities, damages, penalties, claims, costs and expenses, including reasonable architect's and attorney's fees, which may be imposed upon or incurred by, or asserted against them, or any of them, arising out of or in connection with any intentional, willful or negligent act of Tenant or its sublessees during the period of Tenant's use and/or occupancy of the Premises, or otherwise arising out of any failure by Tenant to perform or comply with the terms hereof, or to cause its sublessees' or subtenants' agents, employees or assigns to perform and comply with the covenants, agreements, terms or conditions contained herein which are to be performed or complied with by Tenant.

ARTICLE XIV

Damage or Destruction

Section 14.1 Substantial. In the event of casualty to the Maintenance Hangar or Administrative Building resulting in damage or destruction exceeding in the aggregate fifty percent (50%) of the then replacement cost thereof, Landlord shall have the option of (a) requiring that Tenant restore, repair, replace, rebuild or alter the building destroyed or (b) terminate this Lease by written notice to Tenant given within sixty (60) days after such damage or destruction.

Section 14.2 No Rent Abatement. Provided a casualty was not caused by Tenant, Tenant shall be entitled to a prorata abatement of rent equal to the portion of the buildings that are untenable. This abatement shall not apply any fees under Section 2.2.

Section 14.3 Restoration. In the event Landlord does not elect to terminate this Lease under Section 14.1 or does not have the right to terminate under Section 14.1, then Landlord will make repairs and replacements to the damaged and destroyed buildings so far as practicable utilizing only the proceeds of insurance with all casualty insurance proceeds to be paid over to Landlord for such purpose. Landlord shall not under any circumstances be required to expend sums in excess of available insurance proceeds.

Section 14.4 Insufficient Funds. In the event Landlord has not elected to terminate the Lease under Section 14.1 or does not have the right to terminate thereunder and insurance proceeds are insufficient for repairs and replacement, Tenant shall be responsible for the shortfall in the event the casualty was caused by Tenant's (or an agent of Tenant's) willful act or gross negligence or breach of this Lease.

Section 14.5 Termination/End of Term. If the casualty shall occur during the final eighteen (18) months of the Term, then either party may terminate this Lease in which case the insurance proceeds shall be paid to Landlord for its sole use.

ARTICLE XV

Condemnation

Section 15.1 Eminent Domain. In the event that the Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord and Tenant and those authorized to exercise such right, or shall incur a compensable injury under the eminent domain, the Landlord and Tenant and any person or entity having an interest in the Landlord's or Tenant's share of the award shall have the right to participate in any condemnation proceedings or agreement as aforesaid for the purpose of protecting their respective interests hereunder.

Section 15.2 Substantial. If at any time during the Term title to the whole or substantially all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord and Tenant, and those authorized to exercise such right, this Lease may be terminated by Tenant on the date of such taking and the Rent provided to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, Impositions shall be apportioned only to the extent actually collected by Landlord, and, if uncollected, Landlord shall assign to Tenant any claim to recover such Impositions. For the purposes of this Section 15.2 "substantially all of the Premises" shall be deemed to have been taken if the buildings on the portion of the Premises not so taken and taking into consideration the amount of the net award available for such purpose, cannot be so repaired or reconstructed as to constitute a complete, usable structure. If this Lease is not terminated by Tenant hereunder, then Tenant shall be entitled to a proportionate abatement of rent equal to the percentage of the Premises which has been taken.

Section 15.3 Payment of Proceeds. In the event of the taking of the whole or substantially all of the Premises, subject to the rights of the mortgagee, if any, the rights of Landlord and Tenant to share in the proceeds of any award received for the Premises upon any such taking or injury shall be as follows and in the following order of priority:

(a) Landlord shall be entitled to a sum equal to the then current fair market value of the FBO Land and all improvements owned by Landlord;

(b) Tenant shall be entitled to a sum equal to the then current fair market value of Tenant's leasehold estate created hereunder, plus improvements, if any, owned by Tenant which are not included in the market value of the FBO Land and Landlord owned improvements as in (a) above, provided such shall not reduce Landlord's award.

Section 15.4 Restoration. If any time during the Term title to less than the whole or substantially all of the Premises shall be taken as aforesaid, Tenant or its sublessees or successors, to the extent that condemnation proceeds, if any, shall be sufficient for the purpose, shall restore, repair, replace, rebuild or alter the Premises as nearly as possible to their value, condition and character immediately prior to such event and subject to the rights of the mortgagee, if any, all of the award or awards collected therefor shall first be applied and paid over toward the cost of such demolition, repair and restoration. Any balance remaining after payment of such costs of demolition, repairs and restoration shall be applied and paid over substantially in the same manner

and subject to the same conditions as those provided in Section 15.3 hereof as such provisions related to the portion of the Premises so taken.

Section 15.5 Reduction. Except as herein otherwise specifically provided, if title to less than the whole or substantially all of the Premises shall be taken or injured as aforesaid, this Lease shall continue, and Tenant shall continue to pay the Rent and other charges herein reserved with appropriate abatement based upon the portion of the Premises taken or rendered unusable by the taking.

Section 15.6 Notice. If the temporary use of the whole or any part of the Premises shall be taken by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord, the Term shall not be reduced or affected in any way, Tenant shall continue to pay in full the Rent and other charges herein reserved, without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payment made for such use during the Term, subject to the rights of any mortgagee.

ARTICLE XVI

Conditional Limitations - Default Provisions

Section 16.1 Tenant Events of Default. If any one or more of the following events shall happen:

(a) if default shall be made in the due and punctual payment of Rent when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; or

(b) if default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing paragraph (a), and such default shall not be cured within a period of thirty (30) days after written notice thereof from Landlord to Tenant (except that in connection with a default under subparagraph (b) not susceptible of being cured with due diligence within forty-five (45) days, the time of Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Tenant commences and proceeds diligently to cure the same within the aforesaid forty-five (45) day period and further provided that such period of time shall not be so extended as to subject Landlord to any criminal liability); and

(c) whether or not the same shall have been cured, if Tenant shall have defaulted upon any covenants, agreements, terms or conditions contained in this Lease (including, but not limited to violations of Landlord's rules and regulations) on more than three (3) occasions in any five (5) year period;

(d) if default shall be made by Tenant or any affiliate of Tenant (including, but not limited to, any manager or management company in which Tenant or any owner of Tenant or affiliate of Tenant is directly or indirectly an owner or part owner) in the performance of or

compliance with any of the covenants, agreements, terms or conditions contained in any other agreement between Tenant or any affiliate of Tenant and Landlord and such default shall not be cured within any applicable notice and cure period provided for in the subject agreement;

then, and in case of such event under (a), (b), (c) or (d) ("Events of Default"), Landlord at any time thereafter during the continuance of such event or Events of Default may give written notice to Tenant, specifying such event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice or that Landlord may at its election cure such default at Tenant's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate.

Section 16.2 Surrender of Premises. Upon any expiration or termination of this Lease, pursuant to the provisions of Section 16.1 hereof, Tenant shall quietly and peacefully surrender the Premises to Landlord, and Landlord, upon or any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and by summary proceeding, judgment or otherwise, and may have, hold and enjoy the Premises, and all buildings, fixtures and improvements thereon, and the right to receive all rental and other income from the Premises.

Section 16.3 Reletting. At any time or from time to time after expiration or termination pursuant to the provisions of Section 16.1 hereof, Landlord may rent the Premises or any part thereof not then being occupied by any of the above-referenced parties in the name of Landlord or otherwise for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive all rental income of and from the Premises.

Section 16.4 Landlord's Recovery. In the event of any such expiration or termination by reason of Tenant's default, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to Landlord and Landlord shall recover from Tenant, the Rent for the entire Term then in effect reduced, however, to present value using a three percent (3%) discount rate, and all other charges required to be paid by Tenant, together with all repossession costs, brokerage commissions, legal expenses (including reasonable attorneys' fees), and expenses of preparation for reletting.

Section 16.5 Landlord Events of Default. If substantial and material default shall be made by Landlord in the performance of or compliance with any of the material covenants, agreements, terms or conditions contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord;

Then and in any such event ("Events of Default") Tenant at any time thereafter during the continuance of such event or Events of Default may give written notice to Landlord, specifying such event or Events of Default and stating that this Lease shall terminate on the date specified in such notice or that Tenant may at its election cure such default at Landlord's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease shall terminate unless the Landlord shall have cured same within said forty-five (45)-day period; (except that in connection with a default not

susceptible of being cured with due diligence within forty-five (45) days, the time of Landlord within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Landlord commences promptly and proceeds diligently to cure the same and further provided that such period of time shall not be so extended as to subject Tenant to any criminal liability).

Section 16.6 Remedies Cumulative. The rights of the Landlord upon default as aforesaid are cumulative and are in addition to all others allowed at law or in equity, including but not limited to rights of specific performance.

ARTICLE XVII

Condition of Property; Quiet Enjoyment

Section 17.1 No Landlord Warranty. Landlord hereby expressly disclaims any warranties of any nature, expressed or implied, as to the integrity or suitability of the Premises and any other warranties of any nature, expressed, implied or otherwise. **TENANT HEREBY ACCEPTS THE PREMISES IN "AS IS" CONDITION.** Tenant represents that it has made complete inspection of the Premises, the USTs and the Fuel Farm, and that it has conclusively determined therefrom that the Premises is suitable for Tenant's intended use thereof and is otherwise acceptable.

Section 17.2 Landlord Representations. Landlord represents and warrants that it has the power and authority to enter into this Lease and to grant the tenancy hereby created. If and so long as Tenant pays the Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may, peaceably and quietly have, hold and enjoy the Premises without interference by Landlord or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease. Notwithstanding the foregoing, Tenant understands and acknowledges that there are tenants and uses of property adjacent to or near the Premises. Landlord shall have no liability for failing to regulate, enforce regulations against, or prevent interference from such uses and tenants.

ARTICLE XVIII

Surrender of Premises

Section 18.1 Delivery of Possession. Upon the expiration or termination of this Lease, Tenant shall immediately deliver to Landlord actual possession of the Premises, free and clear of any and all liens or encumbrances, free from the need for any environmental remediation and, at Landlord's request, Tenant shall provide Landlord with a Phase I environmental report (and Phase II results if recommended in the Phase I) from a mutually agreeable environmental consultant demonstrating that there are no environmental conditions at the Premises where remediation is required in Landlord's reasonable opinion.

Section 18.2 Removal of Personal Property and Trade Fixtures. Provided Tenant is not in default at the time of expiration or termination of this Lease, Tenant may, at its option and

expense, remove Tenant's personal property and trade fixtures. Such removal shall be concluded not later than the date of termination or expiration.

Section 18.3 Non-Removal. If Tenant has not removed the Tenant's personal property and trade fixtures in accordance with this Section, then Landlord may at its option, either exercise a right to assume ownership of the same or any part thereof, or may have the same or any part thereof removed and the Premises restored at Tenant's expense. Tenant shall remit the expenses of removal and restoration within thirty (30) days after Landlord's invoicing therefore, or at Landlord's option, Tenant shall cause the removal and restoration according to specifications approved by Landlord.

ARTICLE XIX

Assignment of Tenant's Interest; Mortgages

Section 19.1 Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (i) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein or in the Premises or buildings or improvements thereon, whether directly, indirectly or by operation of law, (ii) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity other than a corporation whose stock is publicly traded, permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (A) a change in the current control of Tenant or (B) a transfer of ten percent (10%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity, (iv) sublet any portion of the Premises (not, however, including to prohibit Tenant from storage or tie down of aircraft for fees on a periodic basis subordinate to this Lease), (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other than Tenant (each of the events listed in this Section 19.1 being a "Transfer"). If Tenant requests Landlord's consent to any Transfer, then concurrently with such request, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and the following information about the proposed transferee: name and address; information reasonably satisfactory to Landlord about the proposed transferee's business and business history; its proposed use of the Premises which must not deviate from the Lease; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold consent to any assignment or subletting of the Premises, provided that without intending to limit the reasons for withholding consent the parties agree that it shall be reasonable for Landlord to withhold any such consent if Landlord determines in good faith that (i) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (ii) the proposed transferee is of a character or reputation which reasonably may be of concern to existing or prospective tenants at the Airport, (iii) in Landlord's judgment, the proposed transferee is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Airport or which may create an unsuitable tenant mix at the Airport, or (iv) in Landlord's reasonable judgment, the proposed transferee would (a) create increased burdens upon the Airport facilities, (b) cause

potential security problems or additional security concerns at the Airport, or (c) result in a material increase in Landlord's potential liabilities. Landlord may reasonably withhold its consent to all other Transfers in its reasonable discretion. Any Transfer made without Landlord's consent shall be void and at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall reimburse Landlord immediately upon request for all of its reasonable attorneys' and consultants' fees and costs incurred in connection with considering any request for consent to a Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so. Notwithstanding, Tenant may sublet the Premises to Tenant's Company provided, however, that Tenant's Company's interest shall be and remain subordinate and subject to this Lease.

Section 19.2 Environmental Condition on Assignment. As a condition to consideration of or consent to any Transfer, Landlord may require that Tenant demonstrate compliance with the provisions of Section 5.8. Such may include Tenant providing at its expense a Phase I Environmental Report (and Phase II Environmental Report, if recommended by the Phase I) demonstrating compliance to Landlord's satisfaction.

Section 19.3 Mortgages. Tenant shall have the right during the Term to subject Tenant's leasehold interest in the Premises to a leasehold mortgage (including any extension, modification, renewal or replacement thereof or any refinancing thereof) to secure any loan the debt service for which, or for any replacement thereof, is contemplated to be paid solely from the revenues from the Premises; provided, however, that:

(a) Landlord shall not be liable for the payment of the sum secured by such leasehold mortgage, nor for any expenses incurred in connection with the same, and neither such leasehold mortgage nor any instrument collateral thereto shall contain any covenant or other obligation on the part of Landlord to pay such debt, or any part thereof, or to take any affirmative action of any kind whatsoever; furthermore, such mortgagee will seek no money judgment against Landlord;

(b) Neither the term of the debt secured by said leasehold mortgage nor the period over which said debt is amortized shall terminate subsequent to the expiration of the Term of this Lease;

(c) The leasehold mortgage or attornment agreement referred to below shall expressly provide that Landlord shall have the right at any time to do any act or thing required of Tenant under the leasehold mortgage and that all such acts or things done and performed by Landlord shall be as effective to prevent a forfeiture of Tenant's rights thereunder as if done by Tenant;

(d) The leasehold mortgage or attornment agreement referred to below shall expressly provide that the mortgagee shall give Landlord written notice of the occurrence of any event which would constitute a default thereunder, the failure to cure which might result in the acceleration of the maturity of the debt secured by said leasehold mortgage, and that as a condition precedent to such acceleration or to such event constituting a default thereunder Landlord shall have the same right to cure said default as is given to the Tenant. Landlord shall enter into a reasonable subordination and attornment agreement with Tenant's mortgagee in compliance with the foregoing; provided that such may not alter the terms of the Lease.

ARTICLE XX

Statements, Records, Accounts, and Audit

SECTION 20.1 Estoppel Certificates. At any time and from time to time either party to this Lease, on at least ten (10) days' prior written request by the other party to this Lease, shall execute and deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate, the party requesting such statement is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the executing party may have knowledge.

SECTION 20.2 Airport Operations Report. Within one hundred twenty (120) days after the end of each calendar years commencing with calendar year end 2023, Tenant shall submit to Landlord a written report (the "Annual Report of Airport Operations") summarizing the FBO operations conducted by Tenant. Such report shall contain data and information and be in form reasonably satisfactory to Landlord. Among other things that may be covered by the Annual Report of Airport Operations, the following shall be addressed: (i) total numbers of aircraft landings and departures by month with year over year comparisons; (ii) total census of aircraft hangered and or serviced or repaired by the Tenant or by any person, firm or entity subleasing from Tenant or otherwise operating at the Premises; (iii) aircraft fueling statistics by month and type; (iv) reports of other services or activities of the Tenant and any subtenant of Tenant provided at the Airport.

SECTION 20.3 Financial Reports. Within thirty (30) days after written request, but not more frequently than once per calendar year, Tenant shall provide such reasonable financial information with respect to the operations of Tenant on the Premises at the Airport, as may be requested by Landlord, including, but not limited to, most recently available financial statements and information on the Tenant's operations.

ARTICLE XXI

Notices

All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served personally, or by facsimile transmission, private overnight delivery service or if sent by United States certified mail, postage prepaid, addressed as hereinafter provided. All such notices, demands and requests mailed to Landlord shall be addressed to Landlord at c/o Office of the Mayor, City of Medina, P.O. Box 703, Medina, Ohio 44258-0703, or at such other address (and addressed to the attention of such officer or other person) as Landlord may from time to time designate by written notice to Tenant and any mortgagee. All such notices, demands and requests mailed to Tenant or any of them shall be addressed to Tenant at the Premises. All such notices, demands and requests mailed to any mortgagee shall be addressed to such mortgagee at the address furnished to Landlord pursuant to the provisions of Section 19.3 hereof, or to such other address as such mortgagee may from time to time designate by written notice to Landlord.

ARTICLE XXII

Miscellaneous

Section 22.1 Whole Agreement. Anything in this Lease or otherwise to the contrary notwithstanding, this Lease shall constitute a lease agreement only between Landlord and Tenant and shall not constitute an agency, partnership, or joint venture, either express or implied.

Section 22.2 Strict Performance. No failure by either party to this Lease to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party to this Lease, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party to this Lease. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 22.3 Memorandum of Lease. Upon the commencement of the Term, Landlord and Tenant shall execute, acknowledge and deliver a Memorandum of Lease in a form and content reasonably satisfactory to Landlord and Tenant. Such Memorandum shall be recorded, at the cost of Tenant, in the public records of Medina County, Ohio.

Section 22.4 Entire Agreement. This Lease contains the entire agreement and understanding among the parties hereto and shall be deemed to supersede and cancel all other agreements and understandings, written or oral, entered into prior to the date hereof, relating to the transactions herein contemplated.

Section 22.5 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

Section 22.6 Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.7 Governing Law. This Lease and all the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Ohio, exclusive of choice of law rules.

Section 22.8 Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, except as otherwise provided herein.

Section 22.9 Time. Time is of the essence of this Lease, and of each Section hereof.

Section 22.10 Cross-Default. Tenant acknowledges that it is the "Manager" under that certain Management Agreement dated of even date herewith between Tenant (as "Manager") and Landlord (the "Management Agreement"), under which Management Agreement the Tenant, as Manager, manages the operations of the Airport. This Lease and the Management Agreement shall be cross-defaulted with each other. Upon the occurrence of any default or event of default by Tenant with respect to this Lease, or the Management Agreement, a default by Tenant shall be deemed to have occurred under each of them.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease the day and year first above written.

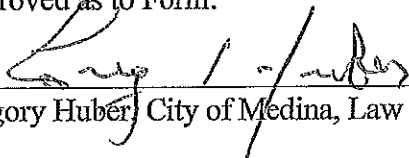
"LANDLORD":
CITY OF MEDINA, OHIO

By: _____
Name: Dennis Hanwell
Title: Mayor

"TENANT":
COLD STREAM AIR SERVICES, INC.

By: _____
Name: Ronald Waldron
Title: President

Approved as to Form:



Gregory Huber, City of Medina, Law Director

STATE OF OHIO)
) ss:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Dennis Hanwell, as Mayor of **CITY OF MEDINA, OHIO**, who acknowledged that he did execute the foregoing instrument on behalf of same and that the same was his free act and deed.


IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this ____ day of _____, 202__.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Ronald Waldron, as President of **COLD STREAM AIR SERVICES, INC.**, an Ohio corporation, who acknowledged that he did execute the foregoing instrument on behalf of said corporation and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 24 day of January, 2024.



Gregory A. Huber
Notary Public, State of Ohio
My Commission Has No Expiration: Date

EXHIBIT A

Airport Land

EXHIBIT B

FBO Land & Existing Buildings

ORDINANCE NO. 38-24

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$11,000.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR ANIMAL RELATED SERVICES FOR THE YEAR 2024.

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

- SEC. 1:** That the expenditure of \$11,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) is hereby authorized for animal related services.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this payment are available in Account No. 001-0707-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 39-24

AN ORDINANCE AMENDING CHAPTER 129 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO, BY THE ADDITION OF A NEW SECTION 129.05, RELATIVE TO POLICE JURISDICTION FOR PROPERTY OUTSIDE MUNICIPAL CORPORATION LIMITS, AND DECLARING AN EMERGENCY.

WHEREAS: Chapter 129 of the codified ordinances of the City of Medina, Ohio relating to the Public Safety Department is requested to be amended with the addition of a new Section 129.05.

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

SEC. 1: That Chapter 129 of the codified ordinances of the City of Medina, Ohio, shall be amended by the addition of a new Section 129.05 which reads as follows:

129.05 POLICE JURISDICTION FOR PROPERTY OUTSIDE MUNICIPAL CORPORATION LIMITS.

- a) Pursuant to Section 715.50 of the Ohio Revised Code, the Medina Police Department shall have full jurisdiction upon all lands owned or used for Municipal purposes by the City beyond its jurisdictional limits and may prosecute violations in the Medina Municipal Court.
- b) This ordinance or resolution would apply to the following properties, any other applicable City owned property, and any future properties acquired by the City of Medina which are located beyond jurisdictional limits:

Medina Municipal Airport (1G5) located at 2050 Medina Road, Medina, Ohio 44256 (Sharon Township)

The Medina Water Plant located at 3733 Granger Road, Medina, Ohio 44256 (Medina Township).

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to codify the authority immediately; 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. 40-24

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2024 FORD F250 PICK-UP TRUCK FROM MONTROSE
FORD FOR THE STREET DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the purchase of one (1) 2024 Ford F250 4 x 4 SD Regular Cab Pick-up Truck from Montrose Ford, utilizing the (CUE) Community University Education Purchasing Contact, is hereby authorized for the Street department.

SEC. 2: That the funds to cover this purchase, in the amount of \$47,156.55, are available in Account No. 105-0610-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 41-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2024 EQUIPMENT AND ASPHALT GENERAL PAVING SERVICES PROGRAM FOR THE SERVICE DEPARTMENT.

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 2024 Equipment and Asphalt General Paving Services Program for the Service Department, in accordance with specifications on file in the office of the Mayor.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 42-24

**AN ORDINANCE AMENDING ORDINANCE NO. 189-22,
PASSED OCTOBER 11, 2022 RELATIVE TO THE REQUESTS
FOR BIDS FOR THE FIRE STATION #1 PARKING LOT
REPLACEMENT PROJECT.**

WHEREAS: Ordinance No. 189-22, passed October 11, 2022, authorized solicitation of Bids and to award a contract to the successful bidder for the Fire Station #1 Parking Lot Replacement Project for the estimated cost of \$427,000, Account No. 171-06710-54411; and

WHEREAS: Upon removing the existing concrete pavement, it was determined that the underlying soils were unsuitable and needed to be removed, replaced with premium fill, and in some areas a geotextile fabric was installed, thus increasing the cost of the project.

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

SEC. 1: That Section 2 of Ordinance No. 189-22, passed October 11, 2022 is hereby amended to state the estimated cost of the project is increased to **\$475,061.00**, and that the increased funds, in the amount of \$48,061.00, are available in Account No. 171-0410-52215 (ARPA Funding).

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. 43-24

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,
PASSED NOVEMBER 28, 2023. (AMENDMENTS TO 2024
BUDGET - 2023 CARRYFORWARD)**

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

SEC. 1: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions marked Exhibit A, attached hereto, and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD 43-24
Exh. A

Account	Carryforward Request
Grand Total	14,522,180.12
001 GENERAL FUND	2,025,451.00
0101 POLICE DEPARTMENT	2,347.00
001-0101-52215 POLICE - CONTRACTUAL SERVICE	(1,125.00)
001-0101-53321 POLICE - MAINT OF EQUIP	3,472.00
0140 STREET LIGHTING	78,575.00
001-0140-52212 ST LIGHTING-UTILITIES/COMMUNIC	68,575.00
001-0140-52213 ST LIGHTING-INSURANCE & TAXES	3,000.00
001-0140-53322 ST LIGHTING-MAINT OF FACILITY	7,000.00
0210 CEMETERY	60,088.00
001-0210-52212 CEMETERY - UTILITIES / COMMUNICATIONS	5,000.00
001-0210-52232 CEMETERY - EQUIPMENT RENTAL	800.00
001-0210-53314 CEMETERY - GASOLINE AND OIL	2,000.00
001-0210-53322 CEMETERY - MAINT OF FACILITIES	20,000.00
001-0210-54417 CEMETERY - VEHICLES	32,288.00
0410 PLANNING/ZONING COMMISSION	111,236.00
001-0410-50111 P&Z COMM - SALARIES & WAGES	10,000.00
001-0410-50112 P&Z COMM-OVERTIME	500.00
001-0410-50114 P&Z COMM - HOLIDAY	2,500.00
001-0410-50115 P&Z COMM - VACATION	3,500.00
001-0410-50116 P&Z COMM - SICK TIME	5,000.00
001-0410-50141 P&Z COMM - BDS & COMMISSIONS	500.00
001-0410-51121 P&Z COMM - EMPLOYEE RETIREMENT	500.00
001-0410-51126 P&Z COMM - MEDICARE	500.00
001-0410-51127 P&Z COMM - SOCIAL SECURITY / FICA	200.00
001-0410-51131 P&Z COMM - UNIFORM ALLOWANCE	300.00
001-0410-52211 P&Z COMM - EDUCATION / TRAVEL	2,000.00
001-0410-52212 P&Z COMM - UTIL / COMMUNICATIONS	2,000.00
001-0410-52213 P&Z COMM - INSURANCE AND TAXES	2,500.00
001-0410-52214 P&Z COMM - ADVERTISING EXPENSE	2,500.00
001-0410-52215 P&Z COMM - CONTRACTUAL SERVICES	50,000.00
001-0410-52225 P&Z COMM - LEGAL SERVICES	2,500.00
001-0410-52226 P&Z COMM - PROFESSIONAL SERVICES	17,236.00
001-0410-53311 P&Z COMM - OFFICE SUPPLIES	2,500.00
001-0410-53313 P&Z COMM - OPERATING SUPPLIES	1,000.00
001-0410-53314 P&Z COMM - GASOLINE AND OIL	2,500.00
001-0410-53315 P&Z COMM - TOOLS / MINOR EQUIPMENT	1,500.00
001-0410-53321 P&Z COMM - MAINT OF EQUIPMENT	1,500.00
0420 SHADE TREE COMMISSION	131,436.00
001-0420-52212 SHADE TREE - UTILITIES / COMMUNICATIONS	500.00
001-0420-52215 SHADE TREE- CONTRACTUAL SVC	10,000.00
001-0420-52226 SHADE TREE - PROF SVCS	250.00
001-0420-52232 SHADE TREE - RENTAL OF EQUIPMENT	2,000.00
001-0420-53313 SHADE TREE - OPERATING SUPPLIES	5,000.00
001-0420-53314 SHADE TREE - GASOLINE / OIL	4,000.00
001-0420-53315 SHADE TREE - TOOLS / MINOR EQUIPMENT	3,000.00
001-0420-53321 SHADE TREE - MAINT OF EQUIPMENT	8,000.00
001-0420-54411 SHADE TREE - LAND IMPROVEMENTS	3,000.00
001-0420-54417 SHADE TREE - VEHICLES	95,686.00
0430 BUILDING INSP DEPARTMENT	295,864.00

001-0430-50111	BLDG - SALARIES & WAGES	52,657.00
001-0430-50112	BLDG - OVERTIME	1,000.00
001-0430-50114	BLDG - HOLIDAY	1,633.00
001-0430-50115	BLDG - VACATION	17,477.00
001-0430-50116	BLDG - SICK TIME	8,840.00
001-0430-50117	BLDG - LONGEVITY	2,229.00
001-0430-51121	BLDG - EMPLOYEE RETIREMENT	10,000.00
001-0430-51126	BLDG - MEDICARE	706.00
001-0430-51131	BLDG - UNIFORM / CLOTHING ALLOWANC	2,000.00
001-0430-52211	BLDG - EDUCATION / TRAVEL	15,000.00
001-0430-52212	BLDG - UTILITIES / COMMUNICATIONS	14,940.00
001-0430-52213	BLDG - INSURANCE / TAXES	17,420.00
001-0430-52214	BLDG - ADVERTISING EXPENSES	1,400.00
001-0430-52215	BLDG - CONTRACTUAL SERVICES	23,851.00
001-0430-52226	BLDG - PROF SVCS	20,809.00
001-0430-53311	BLDG - OFFICE SUPPLIES	8,000.00
001-0430-53313	BLDG - OPERATING SUPPLIES	1,200.00
001-0430-53314	BLDG - GASOLINE / OIL	7,200.00
001-0430-53315	BLDG - TOOLS / MINOR EQUIPMENT	9,331.00
001-0430-53321	BLDG - MAINT OF EQUIPMENT	13,939.00
001-0430-54417	BLDG - VEHICLES	64,732.00
001-0430-56612	BLDG - REFUNDS	1,500.00
0701 COUNCIL		23,437.00
001-0701-51126	COUNCIL - MEDICARE	2,000.00
001-0701-51129	COUNCIL - MISC PERSONAL SERVICES	2,000.00
001-0701-52211	COUNCIL - EDUCATION / TRAVEL	2,000.00
001-0701-52214	COUNCIL - ADVERTISING EXPENSES	4,000.00
001-0701-52215	COUNCIL - CONTRACTUAL SVCS	1,007.00
001-0701-53311	COUNCIL - OFFICE SUPPLIES	430.00
001-0701-53313	COUNCIL - OPERATING SUPPLIES	1,000.00
001-0701-53315	COUNCIL - TOOLS / MINOR EQUIP	1,000.00
001-0701-53321	COUNCIL - MAINT OF EQUIPMENT	10,000.00
0702 MAYOR		5,000.00
001-0702-52212	MAYOR - UTILITIES / COMMUNICATIONS	1,000.00
001-0702-52215	MAYOR-CONTRACTUAL SVCS	3,000.00
001-0702-52226	MAYOR - PROFESSIONAL SVCS	250.00
001-0702-53311	MAYOR - OFFICE SUPPLIES	500.00
001-0702-53313	MAYOR - OPERATING SUPPLIES	250.00
0703 FINANCE DEPARTMENT		84,786.00
001-0703-50111	FINANCE - SALARIES & WAGES	5,686.00
001-0703-50112	FINANCE - OVERTIME	20,000.00
001-0703-50114	FINANCE - HOLIDAY	1,000.00
001-0703-50115	FINANCE - VACATION	5,000.00
001-0703-50116	FINANCE - SICK TIME	1,000.00
001-0703-51121	FINANCE - EMPLOYEE RETIREMENT	6,000.00
001-0703-51125	FINANCE - OTH INSURANCE BENEFITS	2,000.00
001-0703-51126	FINANCE - MEDICARE	2,000.00
001-0703-52211	FINANCE - EDUCATION / TRAVEL	1,000.00
001-0703-52213	FINANCE - INSURANCE / TAXES	500.00
001-0703-52215	FINANCE - CONTRACTUAL SVCS	25,000.00
001-0703-52226	FINANCE - PROFESSIONAL SVCS	100.00
001-0703-53313	FINANCE - OPERATING SUPPLIES	500.00

001-0703-53315	FINANCE - TOOLS / MINOR EQUIPMENT	10,000.00
001-0703-53321	FINANCE - MAINT OF EQUIPMENT	5,000.00
0704	LAW DEPARTMENT	52,737.00
001-0704-52211	LAW - EDUCATION AND TRAVEL	5,000.00
001-0704-52215	LAW - CONTRACTUAL SERVICES	5,000.00
001-0704-52225	LAW - LEGAL SERVICES	10,237.00
001-0704-52226	LAW - PROFESSIONAL SERVICES	25,000.00
001-0704-53313	LAW - OPERATING SUPPLIES	500.00
001-0704-53321	LAW - MAINT OF EQUIPMENT	7,000.00
0705	MUNICIPAL COURT	440,571.00
001-0705-50111	MUNI CT - SALARIES & WAGES	340,821.00
001-0705-50112	MUNI CT - OVERTIME	3,000.00
001-0705-50114	MUNI CT - HOLIDAY	5,000.00
001-0705-50117	MUNI CT - LONGEVITY	1,000.00
001-0705-51121	MUNI CT - EMPLOYEE RETIREMENT	2,000.00
001-0705-51125	MUNI CT - OTH INSURANCE BENEFITS	500.00
001-0705-51129	MUNI CT - MISC PERSONAL SERVICES	250.00
001-0705-52211	MUNI CT - EDUCATION & TRAVEL	4,000.00
001-0705-52212	MUNI CT - UTILITIES / COMMUNICATIONS	10,000.00
001-0705-52213	MUNI CT - INSURANCE AND TAXES	2,000.00
001-0705-52226	MUNI CT - PROFESSIONAL SERVICES	35,000.00
001-0705-53313	MUNI CT - OPERATING SUPPLIES	5,000.00
001-0705-53315	MUNI CT - TOOLS / MINOR EQUIPMENT	10,000.00
001-0705-53321	MUNI CT - MAINT OF EQUIPMENT	22,000.00
0707	GENERAL ADMINISTRATION	46,000.00
001-0707-51129	GEN ADM - MISC PERSONAL SVCS	5,000.00
001-0707-52226	GEN ADM-PROFESSIONAL SERVICES	10,000.00
001-0707-52234	GEN ADM-RENTAL OF FACILITIES	1,000.00
001-0707-53321	GEN ADM-MAINT OF EQUIPMENT	30,000.00
0708	CASH CONTROL	20,617.00
001-0708-50111	CASH CONTROL - SALARIES & WAGES	3,117.00
001-0708-50112	CASH CONTROL - OVERTIME	500.00
001-0708-51121	CASH CONTROL-EMP RETIREMENT	1,000.00
001-0708-51126	CASH CONTROL-MEDICARE	500.00
001-0708-52213	CASH CONTROL-INSURANCE & TAXES	500.00
001-0708-52215	CASH CONTROL-CONTRACTUAL SERV	15,000.00
0710	CLERK MUNICIPAL COURT	294,630.00
001-0710-50111	MUNI CT CLERK - SALARIES & WAGES	131,980.00
001-0710-50112	MUNI CT CLERK - OVERTIME	20,000.00
001-0710-50114	MUNI CT CLERK - HOLIDAY	10,000.00
001-0710-50116	MUNI CT CLERK-SICK TIME	6,000.00
001-0710-50117	MUNI CT CLERK-LONGEVITY	(1,300.00)
001-0710-51124	MUNI CT CLERK-UNEMPLOYMENT COMPENSAT	2,000.00
001-0710-51125	MUNI CT CLERK-INSURANCE BENEFITS	350.00
001-0710-51131	MUNI CT CLERK-UNIFORMS	1,000.00
001-0710-52213	MUNI CT CLERK-INSURANCE & TAXES	1,000.00
001-0710-52232	MUNI CT CLERK-RENTAL OF EQUIPMENT	5,000.00
001-0710-53311	MUNI CT CLERK-OFFICE SUPPLIES	115,000.00
001-0710-53313	MUNI CT CLERK-OPERATING SUPPLIES	2,500.00
001-0710-53315	MUNI CT CLERK-TOOLS/MINOR EQUIP	1,000.00
0723	CIVIL SERVICE COMMISSION	9,086.00
001-0723-50112	CSC - OVERTIME	500.00

001-0723-52214	CSC-ADVERTISING EXPENSE	4,200.00
001-0723-52215	CSC-CONTRACTUAL SERVICES	4,000.00
001-0723-53321	CSC-MAINT OF EQUIPMENT	386.00
0741	SERVICE DIRECTOR OFFICE	19,704.00
001-0741-52214	SVC DIR-ADVERTISING EXPENSE	1,500.00
001-0741-52215	SVC DIR-CONTRACTUAL SERVICES	2,500.00
001-0741-52226	SVC DIR-PROFESSIONAL SERVICES	250.00
001-0741-53313	SVC DIR-OPERATING SUPPLIES	4,000.00
001-0741-53314	SVC DIR-GASOLINE AND OIL	2,350.00
001-0741-53315	SVC DIR-TOOLS/MINOR EQUIPMENT	3,500.00
001-0741-53321	SVC DIR-MAINT OF EQUIPMENT	4,000.00
001-0741-53322	SVC DIR-MAINT OF FACILITES	1,604.00
0742	ENGINEERING	167,822.00
001-0742-50111	ENG - SALARIES & WAGES	50,000.00
001-0742-50112	ENG - OVERTIME	40,000.00
001-0742-50114	ENG - HOLIDAY	3,000.00
001-0742-50117	ENG-LONGEVITY	2,000.00
001-0742-51121	ENG-EMPLOYEE RETIREMENT	10,000.00
001-0742-51126	ENG-MEDICARE	1,000.00
001-0742-52213	ENG-INSURANCE AND TAXES	3,000.00
001-0742-52224	ENG-ENGINEERING SERVICES	6,822.00
001-0742-52226	ENG-PROFESSIONAL SERVICES	2,000.00
001-0742-54417	ENG-VEHICLE	50,000.00
0743	PUBLIC BUILDING MAINTENANCE	132,942.00
001-0743-50111	PBLC BLDG - SALARIES & WAGES	15,500.00
001-0743-50112	PBLC BLDG - OVERTIME	3,000.00
001-0743-51131	PBLC BLDG-UNIFORM/CLOTHING	2,000.00
001-0743-52215	PBLC BLDG-CONTRACTUAL SERVICES	8,000.00
001-0743-52232	PBLC BLDG-RENTAL OF EQUIPMENT	8,942.00
001-0743-53313	PBLC BLDG-OPERATING SUPPLIES	22,000.00
001-0743-53315	PBLC BLDG-TOOLS/MINOR EQUIP	12,000.00
001-0743-53321	PBLC BLDG-MAINT OF EQUIPMENT	4,000.00
001-0743-53322	PBLC BLDG-MAINT OF FACILITIES	35,000.00
001-0743-54413	PBLC BLDG-EQUIPMENT	15,000.00
001-0743-54414	PBLC BLDG-STREET RESURFACING	7,500.00
0748	ECONOMIC DEVELOPMENT	48,673.00
001-0748-50111	ECON DEV - SALARIES & WAGES	5,673.00
001-0748-50112	ECON DEV - OVERTIME	500.00
001-0748-50116	ECON DEV-SICK TIME	5,000.00
001-0748-51121	ECON DEV-EMPLOYEE RETIREMENT	10,000.00
001-0748-52211	ECON DEV-EDUCATION/TRAVEL	5,000.00
001-0748-52212	ECON DEV-UTILITIES/COMMUNICAT	1,000.00
001-0748-52213	ECON DEV-INSURANCE & TAXES	1,000.00
001-0748-52214	ECON DEV-LEGAL ADVERTISING	5,000.00
001-0748-52215	ECON DEV-CONTRACTUAL SERVICES	5,000.00
001-0748-52225	ECON DEV-LEGAL SERVICES	5,000.00
001-0748-52226	ECON DEV-PROFESSIONAL SERVICE	1,000.00
001-0748-53311	ECON DEV-OFFICE SUPPLIES	1,000.00
001-0748-53313	ECON DEV-OPERATING SUPPLIES	1,000.00
001-0748-53315	ECON DEV-TOOLS/MINOR EQUIP	1,500.00
001-0748-53321	ECON DEV-MAINT OF EQUIPMENT	1,000.00
102	STREET M&R FUND	650,713.00

0145 TRAFFIC CONTROL	43,347.00
102-0145-52215 TRAFFIC CONT-CONTRACTUAL SERV	5,000.00
102-0145-53313 TRAFFIC CONT-OPERATING SUPPLIES	10,347.00
102-0145-53315 TRAFFIC CONT-TOOLS/MINOR EQUIP	10,000.00
102-0145-53321 TRAFFIC CONT-MAINT OF EQUIP	8,000.00
102-0145-53322 TRAFFIC CONT-MAINT OF FACILITY	10,000.00
0190 WEIGH STATION	3,208.00
102-0190-52212 WEIGH STATION-UTILITIES/COMMUNICATIONS	2,000.00
102-0190-52215 WEIGH STATION-CONTRACTUAL SVCS	1,000.00
102-0190-53321 WEIGH STATION-MAINT OF EQUIPMENT	208.00
0545 LEAF COLLECTION	104,888.00
102-0545-50111 LEAF PRGM - SALARIES & WAGES	20,000.00
102-0545-50112 LEAF PRGM - OVERTIME	5,000.00
102-0545-53313 LEAF PRGM-OPERATING SUPPLIES	2,000.00
102-0545-53315 LEAF PRGM-TOOLS/MINOR EQUIP	3,000.00
102-0545-53321 LEAF PRGM-MAINT OF EQUIPMENT	35,000.00
102-0545-54417 LEAF PRGM-VEHICLE	39,888.00
0610 STREET MAINTENANCE/REPAIR	84,171.00
102-0610-52212 ST REPAIR-UTILITIES/COMMUNICATION	3,000.00
102-0610-52215 ST REPAIR-CONTRACTUAL SERVICES	2,671.00
102-0610-52232 ST REPAIR-RENTAL OF EQUIPMENT	4,000.00
102-0610-53311 ST REPAIR-OFFICE SUPPLIES	2,000.00
102-0610-53313 ST REPAIR-OPERATING SUPPLIES	35,000.00
102-0610-53315 ST REPAIR-TOOLS/MINOR EQUIP	7,500.00
102-0610-53321 ST REPAIR-MAINT OF EQUIPMENT	30,000.00
0615 STREET CLEANING	235,821.00
102-0615-50111 ST CLEANING - SALARIES & WAGES	10,821.00
102-0615-50112 ST CLEANING - OVERTIME	15,000.00
102-0615-52215 ST CLEANING-CONTRACTUAL SVC	15,000.00
102-0615-53312 ST CLEANING-CHEMICALS	75,000.00
102-0615-53313 ST CLEANING-OPERATING SUPPLIES	10,000.00
102-0615-53315 ST CLEANING-TOOLS/MINOR EQUIP	10,000.00
102-0615-53321 ST CLEANING-MAINT OF EQUIPMENT	100,000.00
0620 STORM SEWER MAINTENANCE	179,278.00
102-0620-52234 STRM SWR-RENTAL OF FACILITIES	2,500.00
102-0620-53313 STRM SWR-OPERATING SUPPLIES	50,000.00
102-0620-53315 STRM SWR-TOOLS/MINOR EQUIPMENT	11,778.00
102-0620-53319 STRM SWR - STRM SWR MAINTENANCE	80,000.00
102-0620-53321 STRM SWR-MAINT OF EQUIPMENT	25,000.00
102-0620-53322 STRM SWR-MAINT OF FACILITIES	10,000.00
103 STATE HIGHWAY FUND	79,645.00
0610 STREET MAINTENANCE/REPAIR	79,645.00
103-0610-50111 ST HWY - SALARIES & WAGES	79,645.00
104 PARKS & RECREATION FUND	500,110.00
0301 PARK MAINTENANCE	242,676.00
104-0301-52212 PK MAINT-UTILIT/COMMUNICATIONS	9,000.00
104-0301-52215 PK MAINT-CONTRACTUAL SERVICES	6,000.00
104-0301-52226 PK MAINT-PROFESSIONAL SERVICES	4,000.00
104-0301-52234 PK MAINT-RENTAL OF FACILITIES	7,000.00
104-0301-53313 PK MAINT-OPERATING SUPPLIES	2,000.00
104-0301-53314 PK MAINT-GASOLINE AND OIL	4,000.00
104-0301-53321 PK MAINT-MAINT OF EQUIPMENT	10,000.00

104-0301-53322	PK MAINT-MAINT OF FACILITIES	10,000.00
104-0301-54412	PK MAINT-BLDGS & STRUCTURES	95,676.00
104-0301-54413	PK MAINT-EQUIPMENT	60,000.00
104-0301-54417	PK MAINT-VEHICLES	35,000.00
0303	MUNICIPAL POOL	29,716.00
104-0303-52212	SPLASHPADS - UTILITIES/COMMUNICATIONS	1,000.00
104-0303-52215	SPLASHPADS - CONTRACTUAL SERVICES	5,000.00
104-0303-53312	SPLASHPADS - CHEMICALS	5,000.00
104-0303-53313	SPLASHPADS - OPERATING SUPPLIES	1,000.00
104-0303-53315	SPLASHPADS - TOOLS/MINOR EQUIPMENT	5,000.00
104-0303-53321	SPLASHPADS - MAINT OF EQUIPMENT	5,000.00
104-0303-53322	SPLASHPADS - MAINT OF FACILITIES	7,716.00
0305	UPTOWN PARK MAINTENANCE	103,338.00
104-0305-50111	UPTOWN PK - SALARIES & WAGES	5,000.00
104-0305-50112	UPTOWN PK - OVERTIME	5,000.00
104-0305-51121	UPTOWN PK-EMPLOYEE RETIREMENT	1,500.00
104-0305-51126	UPTOWN PK-MEDICARE	150.00
104-0305-52215	UPTOWN PK-CONTRACTUAL SERVICES	5,688.00
104-0305-53313	UPTOWN PK-OPERATING SUPPLIES	5,000.00
104-0305-53315	UPTOWN PK-TOOLS/MINOR EQUIP	1,000.00
104-0305-53322	UPTOWN PK-MAINT OF FACILITIES	80,000.00
0309	SPORT FIELD MAINTENANCE	123,190.00
104-0309-52212	SPORT FIELD MAINT-UTILITIES/COMMUNICAT	15,000.00
104-0309-52215	SPORT FIELD MAINT-CONTRACTUAL SERVICES	18,190.00
104-0309-53315	SPORT FIELD MAINT-TOOLS/MINOR EQUIPMEN	5,000.00
104-0309-53321	SPORT FIELD MAINT-MAINT OF EQUIPMENT	5,000.00
104-0309-53322	SPORT FIELD MAINT-MAINT OF FACILITIES	20,000.00
104-0309-54411	FIELD MAINT-LAND IMPROVEMENTS	20,000.00
104-0309-54412	FIELD MAINT-BLDGS/STRUCTURES	30,000.00
104-0309-54413	FIELD MAINT-EQUIPMENT	10,000.00
0310	OPEN SPACE #1	1,190.00
104-0310-52215	9/11 MEMORIAL-CONTRACTUAL SVCS	1,190.00
105	LOCAL LICENSE FEE FUND	1,110,075.00
0610	STREET MAINTENANCE/REPAIR	1,110,075.00
105-0610-54413	LOCAL LICENSE-EQUIPMENT	710,075.00
105-0610-54417	LOCAL LICENSE-VEHICLES	400,000.00
106	POLICE SPECIAL FUND	1,768,726.00
0101	POLICE DEPARTMENT	1,402,002.00
106-0101-50111	POLICE - SALARIES & WAGES	200,000.00
106-0101-50112	POLICE - OVERTIME	70,000.00
106-0101-50114	POLICE - HOLIDAY	30,000.00
106-0101-50115	POLICE-VACATION	60,000.00
106-0101-50116	POLICE-SICK TIME	15,000.00
106-0101-50117	POLICE-LONGEVITY	10,000.00
106-0101-50118	POLICE-SHIFT PREMIUM	5,000.00
106-0101-51121	POLICE-EMPLOYEE RETIREMENT	5,000.00
106-0101-51126	POLICE-MEDICARE	10,000.00
106-0101-51131	POLICE-UNIFORM/CLOTHING ALLOWANCE	30,000.00
106-0101-52211	POLICE-EDUCATION/TRAVEL	50,000.00
106-0101-52212	POLICE-UTILITIES/COMMUNICATIONS	40,000.00
106-0101-52213	POLICE-INSURANCE/TAXES	30,000.00
106-0101-52215	POLICE-CONTRACTUAL SERVICES	25,000.00

106-0101-52226	POLICE-PROFESSIONAL SERVICES	50,000.00
106-0101-53311	POLICE-OFFICE SUPPLIES	15,000.00
106-0101-53313	POLICE-OPERATING SUPPLIES	5,000.00
106-0101-53314	POLICE-GASOLINE/OIL	50,000.00
106-0101-53315	POLICE-TOOLS/MINOR EQUIPMENT	102,202.00
106-0101-53321	POLICE-MAINT OF EQUIPMENT	75,000.00
106-0101-53322	POLICE-MAINT OF FACILITIES	50,000.00
106-0101-54413	POLICE-EQUIPMENT	274,800.00
106-0101-54417	POLICE-VEHICLES	200,000.00
0102	POLICE COMMUNICATIONS	366,724.00
106-0102-50111	MPD COMM CTR - SALARIES & WAGES	75,000.00
106-0102-50112	MPD COMM CTR - OVERTIME	75,000.00
106-0102-50114	MPD COMM CTR - HOLIDAY TIME	10,000.00
106-0102-50115	MPD COMM CTR-VACATION	10,000.00
106-0102-50116	MPD COMM CTR-SICK TIME	10,000.00
106-0102-50117	MPD COMM CTR-LONGEVITY	5,000.00
106-0102-50118	MPD COMM CTR-SHIFT PREMIUM	6,500.00
106-0102-51121	MPD COMM CT-EMPLOYEE RETIREMENT	10,000.00
106-0102-51126	MPD COMM CTR-MEDICARE	20,000.00
106-0102-51131	MPD COMM CTR-UNIFORM	5,000.00
106-0102-52211	MPD COMM CTR-EDUCATION/TRAVEL	20,000.00
106-0102-52212	MPD COMM CTR-UTILITIES	25,767.60
106-0102-52213	MPD COMM CTR-INS/TAXES	10,000.00
106-0102-52215	MPD COMM CTR-CONTRACTURAL SVCS	955.60
106-0102-52226	MPD COMM CTR-PROF SVCS	40,000.00
106-0102-53311	MPD COMM CTR-OFC SUPPLIES	3,000.80
106-0102-53313	MPD COMM CTR-OPERATING SUPPLIES	500.00
106-0102-53315	MPD COMM CTR-TOOLS/MINOR EQP	10,000.00
106-0102-53321	MPD COMM CTR-MAINT OF EQUIP	20,000.00
106-0102-54413	MPD COMM CTR-EQUIPMENT	10,000.00
107	FIRE SPECIAL FUND	412,085.00
0110	FIRE DEPARTMENT	412,085.00
107-0110-50111	FIRE - SALARIES & WAGES	86,085.00
107-0110-50112	FIRE - OVERTIME	18,000.00
107-0110-51125	FIRE-OTHER INSURANCE BENEFITS	4,000.00
107-0110-51127	FIRE-SOCIAL SECURITY/FICA	2,000.00
107-0110-51131	FIRE-UNIFORM/CLOTHING ALLOW	3,000.00
107-0110-52211	FIRE-EDUCATION/TRAVEL	15,000.00
107-0110-52212	FIRE-UTILITIES/COMMUNICATIONS	8,000.00
107-0110-52215	FIRE-CONTRACTUAL SERVICES	10,000.00
107-0110-52226	FIRE-PROFESSIONAL SERVICES	50,000.00
107-0110-53311	FIRE-OFFICE SUPPLIES	1,000.00
107-0110-53313	FIRE-OPERATING SUPPLIES	40,000.00
107-0110-53314	FIRE-GASOLINE/OIL	10,000.00
107-0110-53315	FIRE-TOOLS/MINOR EQUIPMENT	35,000.00
107-0110-53321	FIRE-MAINT OF EQUIPMENT	90,000.00
107-0110-53322	FIRE-MAINT OF FACILITIES	40,000.00
108	STORMWATER/STREET FUND	2,020,842.49
0610	STREET MAINTENANCE/REPAIR	2,015,707.00
108-0610-52214	ST REPAIR-ADVERTISING EXPENSE	5,000.00
108-0610-52215	ST REPAIR-CONTRACTUAL SVC	15,000.00
108-0610-53311	ST REPAIR-OFFICE SUPPLIES	1,000.00

108-0610-53321	ST REPAIR - MAINT OF EQUIPMENT	15,000.00
108-0610-54411	ST REPAIR-LAND/IMPROVEMENTS	979,707.00
108-0610-54414	ST REPAIR-ST RESURFACE/BRIDGES	1,000,000.00
0668	GENERAL-ST/STRM SEWER	4,486.00
108-0668-52215	ST/STRM SEWER-CONTRACT SVCS	500.00
108-0668-54411	GEN-ST/STRM SEWER-LAND/IMPROVEMENTS	3,986.00
0676	CMAQ-SIGNAL PROJECT	649.49
108-0676-54414	ST RECONSTRUCTION - W SMITH RD PH 4 - PID	649.49
109	GRANTS FUND	184,421.36
0631	city hall workout room	11,000.00
109-0631-53315	CITY HALL WORK OUT ROOM - TOOLS / MINOR	11,000.00
0705	MUNICIPAL COURT	132,902.57
109-0705-50111	PROB SUPER - SALARIES & WAGES	76,432.62
109-0705-50114	PROB SUPER - HOLIDAY TIME	4,443.44
109-0705-50115	PROB SUPER-VACATION TIME	1,791.03
109-0705-50116	PROB SUPER-SICK TIME	5,203.89
109-0705-50117	PROB SUPER-LONGEVITY	680.00
109-0705-51121	PROB SUPER-EMPLOYEE RETIREMNT	10,427.01
109-0705-51122	PROB SUPER-HOSPITALIZATION	13,316.46
109-0705-51123	PROB SUPER-WORKERS COMPENSAT	1,291.00
109-0705-51126	PROB SUPER-MEDICARE	1,662.42
109-0705-51131	PROB SUPER - UNIFORM / CLOTHING	6,244.00
109-0705-52211	PROB SUPER-EDUCATION/TRAVEL	1,309.10
109-0705-53315	PROB SUPER-TOOLS/EQUIPMENT	10,101.60
0757	- VETERANS GRANT	40,518.79
109-0757-50111	- VETERANS COURT - SALARIES & WAGES	16,832.36
109-0757-50114	- VETERANS COURT - HOLIDAY	885.60
109-0757-50115	- VETERANS COURT - VACATION	1,999.00
109-0757-50116	- VETERANS COURT - SICK	992.85
109-0757-51121	- VETERANS COURT - EMPLOYEE RETIREMENT	5,141.36
109-0757-51122	- VETERANS COURT - EMPLOYEE HOSPITALIZA	9,629.01
109-0757-51123	- VETERANS COURT - WORKERS COMPENSATI	594.00
109-0757-51126	- VETERANS COURT - MEDICARE	407.23
109-0757-51129	- VETERANS COURT - PERSONAL SERVICES	850.94
109-0757-52226	- VETERANS COURT - PROFESSIONAL SVCS	2,186.44
109-0757-53313	- VETERANS COURT - OPERATING SUPPLIES	1,000.00
115	CNTY LOCAL LICENSE FEE FUND	169,461.00
0610	STREET MAINTENANCE/REPAIR	169,461.00
115-0610-53313	ST REPAIR-OPERATING SUPPLIES	69,461.00
115-0610-53315	ST REPAIR-TOOLS/MINOR EQUIP	50,000.00
115-0610-53321	ST REPAIR-MAINT OF EQUIPMENT	50,000.00
125	CDBG ALLOCATION-CFDA 14.228	145,468.12
0452	23 cdbg allocation grant	145,468.12
125-0452-50111	SALARIES / WAGES - PY23 ALLOCATION	39,886.61
125-0452-51121	EMPLOYEE RETIREMENT - PY23 ALLOCATION	4,037.55
125-0452-51126	MEDICARE - PY23 ALLOCATION	543.96
125-0452-52215	CONTRACTUAL SVCS - PY23 ALLOCATION	101,000.00
126	POLICE & FIRE DISABILITY/PENS	3,500.00
0120	POLICE PENSION	3,500.00
126-0120-52213	POL PENS-INSURANCE AND TAXES	3,500.00
129	OHIO HOUSING TRUST FUND	18,000.00
0462	PY22 OHTF STATE GRANT	18,000.00

129-0462-52215	CONTRACTUAL SVCS - PY22 OHTF STATE GRAN	18,000.00
135	EMERGENCY MEDICAL SVC FUND	5,505.00
0130	EMERGENCY MEDICAL SERVICE	5,505.00
135-0130-52215	EMS-CONTRACTUAL SERVICES	5,505.00
137	CHIP REVOLVING LOAN FUND	55,569.72
0406	CHIP RLF	55,569.72
137-0406-52215	CONTRACTUAL SVCS-CHIP RLF	55,569.72
138	CDBG-CHIP CFDA 14.228	24,579.90
0460	PY20 FEDERAL GRANTS	50.00
138-0460-52215	CONTRACTUAL SVCS - PY20 CDBG - CHIP	50.00
0462	PY22 CDBG AND OHTF STATE GRANT	24,529.90
138-0462-50111	SALARIES & WAGES - PY22 CDBG - CHIP	263.36
138-0462-51121	EMPLOYEE RETIREMENT - PY22 CDBG - CHIP	125.00
138-0462-51123	WORKERS COMP - PY22 CDBG - CHIP	100.00
138-0462-51126	MEDICARE - PY22 CDBG - CHIP	89.80
138-0462-52211	EDUCATION / TRAVEL - PY22 CDBG - CHIP	100.00
138-0462-52214	LEGAL ADS - PY22 CDBG - CHIP	756.74
138-0462-52215	CONTRACTUAL SVCS - PY22 CDBG - CHIP	23,075.00
138-0462-53311	OFFICE SUPPLIES - PY22 CDBG - CHIP	20.00
139	HOME-CHIP CFDA 14.239	60,987.00
0462	PY22 OHTF STATE GRANT	60,987.00
139-0462-52215	CONTRACTUAL SVCS - PY22 HOME - CHIP	60,987.00
143	ECON DEV-INCOME TAX	65,367.00
0748	ECONOMIC DEVELOPMENT	65,367.00
143-0748-50111	ECON DEV - SALARIES AND WAGES	15,000.00
143-0748-50114	ECON DEV - HOLIDAY	500.00
143-0748-50115	ECON DEV - VACATION	500.00
143-0748-52211	ECON DEV-EDUCATION/TRAVEL	2,000.00
143-0748-52214	ECON DEV-ADVERTISING	38,367.00
143-0748-52225	ECON DEV-LEGAL SERVICES	3,000.00
143-0748-53311	ECON DEV - OFFICE SUPPLIES	1,000.00
143-0748-53321	ECON DEV - MAINT OF EQUIP	5,000.00
144	CABLE TV FUND	250,871.00
0730	CABLE TV	250,871.00
144-0730-50111	CABLE TV - SALARIES & WAGES	25,000.00
144-0730-50112	CABLE TV - OVERTIME	50,000.00
144-0730-50114	CABLE TV - HOLIDAY TIME	2,000.00
144-0730-50115	CABLE TV-VACATION TIME	10,000.00
144-0730-52211	CABLE TV-EDUCATION & TRAVEL	1,000.00
144-0730-52212	CABLE TV-UTILITIES/COMMUNICATIONS	1,000.00
144-0730-52213	CABLE TV-INSURANCE AND TAXES	1,500.00
144-0730-52214	CABLE TV-LEGAL ADVERTISING	500.00
144-0730-52215	CABLE TV-CONTRACTUAL SERVICES	24,271.00
144-0730-52226	CABLE TV-PROFESSIONAL SERVICES	500.00
144-0730-53311	CABLE TV-OFFICE SUPPLIES	10,000.00
144-0730-53313	CABLE TV-OPERATING SUPPLIES	15,000.00
144-0730-53314	CABLE TV-GASOLINE AND OIL	100.00
144-0730-53315	CABLE TV-TOOLS & EQUIPMENT	50,000.00
144-0730-53321	CABLE TV - MAINTENANCE OF EQUIPMENT	5,000.00
144-0730-54413	CABLE TV-EQUIPMENT	55,000.00
145	RAILROAD RENOVATION FUND	84,202.00
0630	RAILROAD RENOVATION	84,202.00

145-0630-52212	R/R-UTILITY & COMMUNICATIONS	10,000.00
145-0630-52213	RR-INSURANCE/TAXES	20,000.00
145-0630-52215	RR-CONTRACTUAL SERVICES	20,000.00
145-0630-54411	R/R-LAND IMPROVEMENTS	34,202.00
147	FEDERAL AIRPORT GRANT FUND	150,000.00
0659	FY15-20 AIRPORT	150,000.00
147-0659-56615	ADVANCE OUT - FY20 AIRPORT	150,000.00
151	FED EQUITABLE SHARING PROG CFD	4,153.00
0101	POLICE DEPARTMENT	4,153.00
151-0101-53313	OPERATING - FED EQUITABLE SHARING	4,153.00
152	POLICE TRAINING FUND	9,314.00
0101	POLICE DEPARTMENT	9,314.00
152-0101-52211	EDUCATION-POLICE OPOTA TRAINING	9,314.00
157	PRE-TRIAL DRUG TESTING	10,000.00
0705	MUNICIPAL COURT	10,000.00
157-0705-52226	PRE-TRIAL DRUG TESTING - PROFESSIONAL SE	8,000.00
157-0705-53313	PRE-TRIAL DRUG TESTING - OPERATING SUPPL	1,000.00
157-0705-53321	PRE-TRIAL DRUG TESTING - MAINT OF EQUIPM	1,000.00
159	PRESENTENCE INVESTIGATIONS FEE	10,122.00
0705	MUNICIPAL COURT	10,122.00
159-0705-50111	PRESENTENCE INVESTIGATIONS - SALARIES &	3,022.00
159-0705-51121	PRESENTENCE INVESTIGATIONS - EMPLOYEE P	500.00
159-0705-51126	PRESENTENCE INVESTIGATIONS - MEDICARE	100.00
159-0705-52226	PRESENTENCE INVESTIGATIONS - PROFESSION	500.00
159-0705-53313	PRESENTENCE INVESTIGATIONS - OPERATING	500.00
159-0705-53315	PRESENTENCE INVESTIGATIONS - TOOLS / MIN	500.00
159-0705-53321	PRESENTENCE INVESTIGATIONS - MAINT OF EC	5,000.00
160	COMPUTER LEGAL RESEARCH FUND	21,277.00
0705	MUNICIPAL COURT	21,277.00
160-0705-50111	MUNI CT - SALARIES & WAGES	9,777.00
160-0705-50114	MUNI CT - HOLIDAY	500.00
160-0705-51121	MUNI CT-EMPLOYEE RETIREMENT	1,000.00
160-0705-53315	MUNI CT-TOOLS/MINOR EQUIPMENT	10,000.00
161	MUNI CT PROBATION FUND	10,000.00
0705	MUNICIPAL COURT	10,000.00
161-0705-50111	PROBATION SVC - SALARIES & WAGES	10,000.00
167	COURT CLERK COMPUTER FUND	30,000.00
0705	MUNICIPAL COURT	30,000.00
167-0705-50111	CT CLERK COMPUTER - SALARIES & WAGES	10,000.00
167-0705-53321	CT CLERK COMPUTER-MAINT/EQUIPMENT	20,000.00
171	AMERICAN RESCUE PLAN ACT FUND	291,285.53
0743	PUBLIC BUILDING MAINTENANCE	291,285.53
171-0743-52214	ARPA - PBLG BLDG - ADVERTISING EXP	291,285.53
388	COMPUTER/ELECTRONIC TECHNOLOGY	161,016.00
0714	COMPUTER/ELECTRONIC TECHNOLOGY	161,016.00
388-0714-52212	COMPUTER CAP-UTILITIES/COMMUNICATIONS	15,000.00
388-0714-52214	COMPUTER CAP - ADVERTISING EXP	5,000.00
388-0714-52215	COMPUTER CAP-CONTRACT SVC	5,000.00
388-0714-52226	COMPUTER CAP / PROFESSIONAL SVCS	50,000.00
388-0714-53311	COMPUTER CAP-OFc SUPPLIES	2,000.00
388-0714-53313	COMPUTER CAP-OPER SUPPLIES	2,000.00
388-0714-53315	COMPUTER CAP-TOOLS/MINOR EQUIPMENT	72,016.00

388-0714-53321	COMPUTER CAP-EQUIP MAINT	60,000.00
388-0714-54413	COMPUTER CAP-EQUIPMENT	(50,000.00)
513	WATER FUND	2,629,697.00
0531	WATER OFFICE	72,311.00
513-0531-50111	WTR OFFICE - SALARIES & WAGES	5,811.00
513-0531-50114	WTR OFFICE - HOLIDAY	1,000.00
513-0531-50115	WTR OFFICE-VACATION	1,000.00
513-0531-50116	WTR OFFICE-SICK TIME	1,000.00
513-0531-51121	WTR OFFICE-EMP RETIREMENT	2,000.00
513-0531-51126	WTR OFFICE-MEDICARE	500.00
513-0531-52212	WTR OFFICE-UTILITIES/COMMUNICA	15,000.00
513-0531-52213	WTR OFFICE-INSURANCE & TAXES	1,000.00
513-0531-52215	WTR OFFICE-CONTRACTUAL SERVICE	10,000.00
513-0531-53311	WTR OFFICE-OFFICE SUPPLIES	1,000.00
513-0531-53313	WTR OFFICE-OPERATING SUPPLIES	1,000.00
513-0531-53315	WTR OFFICE-TOOLS/MINOR EQUIP	15,000.00
513-0531-53321	WTR OFFICE-MAINT OF EQUIPMENT	18,000.00
0533	WATER TREATMENT PLANT	2,496,861.00
513-0533-50111	WTP - SALARIES & WAGES	76,300.00
513-0533-50112	WTP - OVERTIME	75,000.00
513-0533-51129	WTP - MISC PERSONAL SERVICES	1,000.00
513-0533-51131	WTP-UNIFORM/CLOTHING	2,000.00
513-0533-52213	WTP-INSURANCE & TAXES	10,000.00
513-0533-52214	WTP-ADVERTISING	500.00
513-0533-52215	WTP-CONTRACTUAL SERVICES	125,000.00
513-0533-52224	WTP-ENGINEERING SERVICES	5,000.00
513-0533-52226	WTP-PROFESSIONAL SERVICES	500.00
513-0533-52232	WTP-EQUIPMENT RENTAL	10,000.00
513-0533-53312	WTP-CHEMICALS	8,000.00
513-0533-53313	WTP-OPERATING SUPPLIES	198,551.00
513-0533-53314	WTP-GASOLINE & OIL	25,000.00
513-0533-53315	WTP-TOOLS/MINOR EQUIPMENT	70,000.00
513-0533-53321	WTP-MAINT OF EQUIPMENT	75,000.00
513-0533-54412	WTP-BLDGS & STRUCTURES	1,500,000.00
513-0533-54414	WTR-STREET RESURFACING	65,000.00
513-0533-54417	WTP-VEHICLES	250,000.00
0708	CASH CONTROL	60,535.00
513-0708-50111	UTIL BILLING - SALARIES & WAGES	5,000.00
513-0708-50114	UTIL BILLING - HOLIDAY TIME	1,000.00
513-0708-50115	UTIL BILLING-VACATION	1,000.00
513-0708-50116	UTIL BILLING-SICK TIME	2,000.00
513-0708-50117	UTIL BILLING-LONGEVITY	500.00
513-0708-51121	UTIL BILLING-EMP RETIREMENT	500.00
513-0708-51126	UTIL BILLING-MEDICARE	500.00
513-0708-52211	UTIL BILLING-EDUCATION/TRAVEL	5,000.00
513-0708-52215	UTIL BILLING-CONTRACTUAL SERVICES	29,000.00
513-0708-53311	UTIL BILLING-OFFICE SUPPLIES	15,000.00
513-0708-53313	UTIL BILLING-OPERATING SUPPLIES	500.00
513-0708-53321	UTIL BILLING-MAINT EQUIPMENT	535.00
514	SANITATION FUND	15,000.00
514-0543-52215	SAN COLL-CONTRACTUAL SVCS	65,000.00
514-0543-53313	SAN COLL-OPERATING SUPPLIES	500.00

514-0543-53314	SAN COLL-GASOLINE/OIL	26,000.00
514-0543-53315	SAN COLL-TOOLS/MINOR EQUIPMENT	(500.00)
514-0543-54417	SAN COLL-VEHICLES	(91,000.00)
0708	CASH CONTROL	15,000.00
514-0708-52215	UTIL BILLING-CONTRACTUAL SVC	25,000.00
514-0708-53311	UTIL BILLING-OFFICE SUPPLIES	(10,000.00)
546	WATER GAP IMPROVEMENT FUND	15,000.00
0530	WATER CAPITAL IMPROVEMENT	15,000.00
546-0530-55511	PRINCIPAL PMT-WTR CAP	15,000.00
547	AIRPORT	155,733.00
0650	MUNICIPAL AIRPORT	155,733.00
547-0650-50111	AIRPORT-SALARIES/WAGES	15,000.00
547-0650-50112	AIRPORT - OVERTIME	500.00
547-0650-51121	AIRPORT-EMPLOYEE RETIREMENT	2,000.00
547-0650-51126	AIRPORT-MEDICARE	250.00
547-0650-52212	AIRPORT-UTIL/COMMUNICATIONS	1,000.00
547-0650-52213	AIRPORT-INSURANCE/TAXES	5,983.00
547-0650-52215	AIRPORT-CONTRACTUAL SVC	30,000.00
547-0650-53313	AIRPORT-OPERATING SUPPLIES	1,000.00
547-0650-53314	AIRPORT-GASOLINE/FUEL	30,000.00
547-0650-53315	AIRPORT - TOOLS / MINOR EQUIP	1,000.00
547-0650-53321	AIRPORT-MAINT OF EQUIP	15,000.00
547-0650-53322	AIRPORT-MAINT OF FACILITIES	30,000.00
547-0650-54411	AIRPORT-LAND IMPROV	2,000.00
547-0650-54413	AIRPORT-EQUIPMENT	10,000.00
547-0650-56613	AIRPORT-REIMBURSEMENTS	12,000.00
574	REC CENTER ADMINISTRATION	357,324.00
0303	MUNICIPAL POOL	15,315.00
574-0303-50111	MUNI POOL - SALARIES & WAGES	10,500.00
574-0303-51121	MUNI POOL-EMP RETIREMENT	1,000.00
574-0303-51126	MUNI POOL-MEDICARE	315.00
574-0303-52212	MUNI POOL-UTILITIES/COMMUNICATIONS	3,500.00
0350	CENTER ADMINISTRATION	67,500.00
574-0350-52212	REC CNTR ADM-UTILITIES/COMMUNICATIONS	41,000.00
574-0350-52214	REC CNTR ADM-LEGAL ADVERTISING	10,000.00
574-0350-53311	REC CNTR ADM-OFFICE SUPPLIES	1,000.00
574-0350-53315	REC CNTR ADM-TOOLS/MINOR EQUIPMENT	8,000.00
574-0350-53321	REC CNTR ADM-MAINT OF EQUIPMENT	7,500.00
0351	FACILITY/COMMUNITY CENTER	145,000.00
574-0351-53315	FACILITY-TOOLS/MINOR EQUIPMENT	135,000.00
574-0351-53322	FACILITY-MAINT FACILITY	10,000.00
0353	CAFE / CONCESSIONS	400.00
574-0353-52215	COMMUNITY EVENTS / CONCESSIONS - CONTR	400.00
0356	AQUATICS	20,000.00
574-0356-53312	AQUATICS-CHEMICALS	10,000.00
574-0356-53313	AQUATICS-OPERATING SUPPLIES	5,000.00
574-0356-53315	AQUATICS-MINOR EQUIPMENT	5,000.00
0357	PROGRAMS	81,300.00
574-0357-50111	PROGRAMS - SALARIES & WAGES	50,000.00
574-0357-50112	PROGRAMS-OVERTIME	1,000.00
574-0357-51121	PROGRAMS-EMPLOYEE RETIREMENT	5,000.00
574-0357-51126	PROGRAMS-MEDICARE	300.00

574-0357-52215	PROGRAMS-CONTRACTUAL SERVICES	10,000.00
574-0357-53313	PROGRAMS-OPERATING SUPPLIES	10,000.00
574-0357-53315	PROGRAMS-MINOR EQUIPMENT	5,000.00
0358	COMMUNITY WELLNESS	27,809.00
574-0358-50111	COMMUNITY WELLNESS - SALARIES & WAGES	8,000.00
574-0358-51121	EMPLOYEE RETIRE-COMMUNITY WELLNESS	1,200.00
574-0358-51126	MEDICARE-COMMUNITY WELLNESS	120.00
574-0358-52215	CONTRACTUAL SVCS-COMMUNITY WELLNESS	489.00
574-0358-53313	OPERATING SUPPLIES-COMMUNITY WELLNESS	10,000.00
574-0358-53315	TOOLS/MINOR EQUIP-COMMUNITY WELLNESS	8,000.00
625	PAYROLL FUND	989,390.00
0915	PAYROLL	989,390.00
625-0915-59911	P/R-NET PAYROLL	500,000.00
625-0915-59913	P/R-POLICE DISABILITY/PENSION	200,000.00
625-0915-59915	P/R-PUBLIC EMPLOYEE RET FUND	8,390.00
625-0915-59916	P/R-HEALTH INSURANCE	300,000.00
625-0915-59918	P/R-OML GROUP ACCIDENT INSUR	1,000.00
625-0915-59923	P/R-LOCAL WITHHOLDING TAX	10,000.00
625-0915-59924	P/R-OPBA	5,000.00
625-0915-59928	P/R-DEFERRED COMPENSATION	60,000.00
625-0915-59929	P/R-MEDICARE-EMPLOYEE SHARE	20,000.00
625-0915-59933	P/R-MEDINA CNTY CREDIT UNION	(200,000.00)
625-0915-59935	P/R-EMPLOYEE SHARE-FICA	30,000.00
625-0915-59938	P/R-SECTION 125 PLANS	55,000.00
676	MECHANICS REVOLVING FUND	27,289.00
0746	AUTOMOTIVE MECHANIC	27,289.00
676-0746-50111	MECHANIC - SALARIES & WAGES	789.00
676-0746-50112	MECHANIC - OVERTIME	3,000.00
676-0746-50115	MECHANIC-VACATION TIME	2,000.00
676-0746-50116	MECHANIC-SICK TIME	2,000.00
676-0746-51121	MECHANIC-EMPLOYEE RETIREMENT	3,000.00
676-0746-51131	MECHANIC-UNIFORM/CLOTHING ALLOWANCE	1,000.00
676-0746-52211	MECHANIC-EDUCATION/TRAVEL	1,000.00
676-0746-52212	MECHANIC-UTILITIES/COMMUNICATIONS	500.00
676-0746-53313	MECHANIC-OPERATING SUPPLIES	6,000.00
676-0746-53315	MECHANIC-TOOLS/MINOR EQUIPMENT	2,000.00
676-0746-53321	MECHANIC-MAINT OF EQUIPMENT	6,000.00
688	INFORMATION TECHNOLOGY FUND	0.00
688-0714-50112	INFORMATION TECHNOLOGY - OVERTIME	500.00
688-0714-53311	INFORMATION TECHNOLOGY - OFFICE SUPPLIE	(500.00)

14,522,180.12

ORDINANCE NO. 44-24

AN ORDINANCE AMENDING SECTION 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO ACCEPTING THE REVISED JOB DESCRIPTION FOR ADMINISTRATIVE OFFICE MANAGER.

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

SEC. 1: In accordance with Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio the revised job description for the position of Administrative Office Manager is hereby approved, marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

PROPOSED REVISION

**THE CITY OF MEDINA
JOB DESCRIPTION**

IV-35

ORD 44-24
Exh. A

TITLE: Administrative Office Manager

REPORTS TO: Mayor or Service Director

DEPARTMENT/DIVISION: Mayor

CIVIL SERVICES STATUS: Unclassified

JOB STATUS: Full-time

EXEMPT STATUS: Exempt

CLASSIFICATION FEATURES: The individual in this classification performs a wide variety of management, administrative and clerical duties of a sensitive nature. Duties may frequently involve detailed analysis of complex information and independent judgment. This individual may be required to make public appearances on behalf of the Mayor or Service Director. Work is performed under the general direction of the Mayor or Service Director.

ESSENTIAL JOB FUNCTIONS:

Uses a computer to type correspondence and personally composes routine replies to complaints and comments received.

Manages equipment and vehicle inventory and prepares purchase orders and requisitions.

Schedules usage of City facilities including fire stations, the gazebo, meeting rooms, wall space and display cases.

Manages the Service Department clerical personnel.

Coordinates clerical staff needs for City Hall.

Acts as liaison among Council, Mayor and Finance Department.

Collects accident and incident reports and files reports with insurance carriers.

Prepares proclamations for Mayor's signature.

Prepares bid specifications and legal notices for various departments.

Attends bid openings.

Prepares payroll for Mayor's Office and Public Buildings.

Monitors Mayor's Office budget and Public Buildings' budget.

Prepares budget worksheets for Service Department and Mayor's Office.

Prepares Board of Control agendas and minutes.

Assists various City boards, commissions and committees including, but not limited to, Records Retention, Board of Control, Uptown Park Advisory, Utility Rate Review and ~~Bicentennial Committee~~ **Accident Review Board.**

Manages the building telephone system and City cell phones.

Manages fuel cards for City Departments.

Schedules appointment for the Mayor.

Maintains regular and consistent attendance.

Serves as Law Department clerical back up as required and assists Law Director as needed.

Prepares cemetery deeds.

Organizes City's liability insurance annually and ensures all City vehicles are insured properly.

Organizes and advertises for health care insurance brokers every five years.

Coordinates various training for City staff including, but not limited to, annual Drug-Free Workplace training and CPR/AED training as needed.

Collects parade permits, block party permits and Uptown Park permits.

Maintains master schedule for Uptown events.

Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.

EDUCATION, TRAINING AND EXPERIENCE:

Considerable experience in performing clerical work of a progressively responsible nature.

High school diploma or GED required. Prefer graduation from a college or university with coursework in business administration, business practices, public administration, computer operations or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

QUALIFICATIONS:

Knowledge of:

- Office management practices and procedures; and
- Scope of authority of City departments and offices as related to the handling and disposition of complaints.

Skilled in:

- Abstract thought processes;

PROPOSED REVISION

- Business English, spelling and math;
- Staffing clerical workers according to department needs; and
- Managing and coordinating department budgets.

Ability to:

- Make decisions in accordance with laws, ordinances, regulations, and departmental policy;
- Maintain accurate confidential and public records;
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;
- Read and write reports, correspondence, instructions and other business documents;
- Understand and follow complex oral and written instructions; and
- Communicate effectively in writing and orally with co-workers, supervisors and the general public;
- Handle citizens questions, concerns and assists in resolution of the same;
- Update City website/ Facebook as needed.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend a large portion of the work day at a desk or computer station. The position includes a high incidence of interaction with citizens, government officials and other municipal employees, occasionally under stressful conditions.

WORKING CONDITIONS:

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

EQUIPMENT USED: Computer, copier, cell phone, multi-line telephone

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

RESOLUTION NO. 45-24

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) WITH THE OHIO DEPARTMENT OF TRANSPORTATION DEPARTMENT OF AVIATION (ODOT) FOR SNOW REMOVAL EQUIPMENT FOR THE MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina, Ohio intends to apply to the Federal Aviation Administration (FAA) with the Ohio Department of Transportation Department of Aviation (ODOT) for snow removal equipment for the Medina Municipal Airport.

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

SEC. 1: That the Council of the City of Medina, Ohio hereby approves the filing an application for grant assistance to the Federal Aviation Administration (FAA), with the Ohio Department of Transportation Department of Aviation (ODOT) for snow removal equipment for the Medina Municipal Airport.

SEC. 2: That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application with the appropriate authority and to provide all information and documentation required in the application process.

SEC. 3: That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the Federal Aviation Administration and the Ohio Department of Transportation Department of Aviation for the implementation and administration of the Grant.

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

SEC. 5: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the application is due to the FAA on February 29, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 46-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MS CONSULTANTS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE PROSPECT STREET BRIDGE REPLACEMENT PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute an Agreement with MS Consultants, Inc. for engineering design services for the Prospect Street Bridge Replacement Project.

SEC. 2: That the funds to cover the agreement in the estimated amount of \$41,656.00 are available in Account No. 108-0610-54411,

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date:

ORD. 46-24
Exh. A

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of _____ ("Effective Date") between City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256 ("Owner") and ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: MED-Prospect Road Bridge Additional Design Services

Engineer's services under this Agreement are generally identified as follows: Waterline Replacement Design, Resurfacing Plans for Prospect Street from W. Smith Road to the bridge and north of the bridge to the waterline replacement limits, and Pre-bid and Construction Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A;

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Not used
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. The schedule to be followed will be consistent with the MED-Prospect Road Bridge project, PID 120265, administered by the Ohio Department of Transportation.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$41,656.00 based on the following estimated distribution of compensation:

a. Roadway Resurfacing	\$3,700.00
b. Waterline	\$26,672.00
c. Pre-Bid/Ongoing Services	\$6,843.00
d. Project Administration	\$4,441.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Service: The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02.

If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
1. **Commercial General Liability.** Commercial General Liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.

2. Business Automobile Liability. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
 3. Workers' Compensation / Employers' Liability. Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
 4. Professional Liability. Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.
- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
 - C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
 - D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
 - F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
 - G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are

more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.
- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in this Agreement.~~
- C. ~~*Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

- F. *Confidential and Proprietary Information:* Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction:* The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts:* This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as

delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner

furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services (MED-MR 262-0.29 Prospect St Bridge Replacement – Scope and Fee for Additional Services – Revised, dated 1/23/2024)
- B. Exhibit B, not used
- C. Exhibit C, not used
- D. Exhibit D, not used

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive

information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [REDACTED]

Engineer: ms consultants, inc.

By: [REDACTED]
Print name: [REDACTED]
Title: [REDACTED]
Date Signed: [REDACTED]

By: _____
Print name: _____
Title: _____
Date Signed: _____

Address for Owner's receipt of notices:

[REDACTED]

Address for Engineer's receipt of notices:

333 East Federal Street
Youngstown, OH 44503

Designated Representative (Paragraph 8.03.A):

[REDACTED]

Title: [REDACTED]
Phone Number: [REDACTED]
E-Mail Address: [REDACTED]

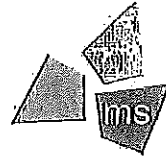
Designated Representative (Paragraph 8.03.A):

Jonathan Hren, PE

Title: Project Manager
Phone Number: 216-403-0886
E-Mail Address: jhren@msconsultants.com

ms consultants, inc.
engineers, architects, planners

EXHIBIT A



333 East Federal Street
Youngstown, OH 44503-1821
p 330.744.5321
f 330.744.5256
www.msconsultants.com

January 23, 2024

City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256
Attn: Patrick Patton, PE

**Re: MED-MR 262-0.29 Prospect St Bridge Replacement
Scope and Fee Proposal for Additional Services - Revised**

Dear Mr. Patton,

As requested, attached please find our revised scope and fee proposal for additional services to be performed in concert with the ODOT LPA Project PID 120265 replacement of the Prospect St Bridge (SPN 5265398) in Medina, Ohio. This proposal has been revised per our meeting on 1/22/24. The requested additional services are:

- Waterline Replacement Design
- Resurfacing of Prospect Street from W. Smith Road to the bridge and north of the bridge to the waterline replacement limits
- Pre-bid and Construction Services

The plans and estimate for the waterline and additional resurfacing work will be included with the PID 120265 bridge replacement project, and itemized separately for City reimbursement. We will meet the proposed schedule for bridge replacement project.

Environmental services, including waterway permitting, is not included and we assume the City is contracting with others for this work.

NEAS, Inc. will perform the geotechnical work for the bridge and waterline borings, including foundation recommendations, separately via contract with the City.

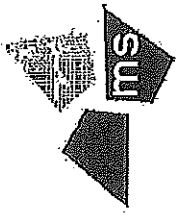
Thank you for this opportunity. Should you have any questions or require additional information, please feel free to contact me at jhren@msconsultants.com or (216) 403-0886.

Sincerely,

A handwritten signature in black ink, appearing to read 'JDH', written over a horizontal line.

Jonathan D. Hren, PE
Project Manager

cc: Tony Urankar, Brian Hughes, Craig Mulletchak (ms); Patrick Schwari (Wallace Pancher Group)
Attachments as noted



PROPOSAL COST SUMMARY

Project Name: MED-MR929-0.14 (Prospect St Bridge)
 PID: 120265
 Client: City of Medina
 Date: 1/23/2024

Overhead Percentage = 172.83%
 Cost of Money = 0.32%
 Net Fee Percentage = 11.00%

Task Description	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon. Costs	Net Fee	Total Cost
TASK A - ROADWAY RESURFACING									
Plan and Profile	\$42.94	16	\$687	\$1,187	\$2			\$206	\$2,083
Typical Section (one additional)	\$45.26	6	\$272	\$469	\$1			\$81	\$823
Update Subsummaries and General Summary	\$43.84	6	\$262	\$453	\$1			\$79	\$794
ROADWAY RESURFACING TOTAL	\$43.59	28	\$1,220	\$2,109	\$4	\$0	\$0	\$366	\$3,700
TASK B - WATERLINE									
Preliminary Plans and Estimate	\$47.21	35	\$1,652	\$2,856	\$5			\$496	\$5,009
Stage 2 Plans and Estimate	\$47.36	63	\$2,984	\$5,156	\$10			\$895	\$9,045
Stage 3 Plans and Estimate	\$47.26	55	\$2,600	\$4,493	\$8			\$780	\$7,881
Confirmed Plans and Estimate	\$47.35	33	\$1,563	\$2,701	\$5			\$469	\$4,738
WATERLINE TOTAL	\$47.30	186	\$8,798	\$15,206	\$28	\$0	\$0	\$2,640	\$26,672
TASK C - PRE-BID AND ONGOING SERVICES									
Pre-Bid Questions	\$60.87	13	\$791	\$1,368	\$3			\$237	\$2,399
Ongoing Services During Construction	\$59.68	18	\$1,074	\$1,857	\$3			\$322	\$3,257
Field Visit during construction (waterline)	\$44.80	8	\$358	\$619	\$1	\$100		\$108	\$1,187
PRE-BID AND ONGOING SERVICES TOTAL	\$57.03	39	\$2,224	\$3,844	\$7	\$100	\$0	\$667	\$6,843
TASK D - PROJECT ADMINISTRATION									
General Admin.	\$77.11	19	\$1,465	\$2,532	\$5			\$440	\$4,441
PROJECT ADMINISTRATION TOTAL	\$77.11	19	\$1,465	\$2,532	\$5	\$0	\$0	\$440	\$4,441
GRAND TOTAL	\$50.40	272	\$13,708	\$23,691	\$44	\$100	\$0	\$4,114	\$41,656



PROPOSAL HOURS

Project Name: MED-MR928-0.14 (Prospect St Bridge)
 PID: 120265
 Client: City of Medina
 Date: 1/23/2024

Task Description	HOURS BY PERSONNEL CATEGORY											Total Hours	Labor Costs			
	Project Principal Manager	St. Hwy. Eng.	Hwy. Eng.	Highway Tech.	St. Water Eng.	Water Eng.	Water Tech.	St. Bridge Eng.	St. Bridge Tech.	St. Tech.	Clerical					
Roadway Resurfacing	0	0	4	13	0	0	0	0	0	0	0	0	0	0	28	\$1,220
Waterline	0	0	0	0	4	78	104	0	0	0	0	0	0	0	186	\$8,798
Pre-Bid and Ongoing Services	2	2	1	1	1	2	1	3	1	1	1	10	11	0	39	\$2,224
Project Administration	16	0	0	0	0	0	0	0	0	0	0	0	0	3	19	\$1,465
GRAND TOTAL	0	0	6	13	5	88	105	5	11	0	0	0	0	3	272	\$13,708

NARRATIVE

Project Name: MED-MR929-0.14 (Prospect St Bridge)

PID: 120265

Client: City of Medina

Date: 1/23/2024



Task Description
TASK A - ROADWAY RESURFACING

Narrative

Plan and Profile	The plan limits and details will be expanded to include the resurfacing limits between W. Smith Road and north of W&LE Railroad.
Typical Section (one additional)	One additional Typical Section will be created to illustrate the resurfacing conditions.
Update Subsummaries and General Summary	The roadway resurfacing work will be quantified and carried to subsummaries and general summary.
TASK B - WATERLINE	
Preliminary Plans and Estimate	
Stage 2 Plans and Estimate	
Stage 3 Plans and Estimate	
Confirmed Plans and Estimate	
0.	
TASK C - PRE-BID AND ONGOING SERVICES	
Pre-Bid Questions	Hours provided to respond to pre-bid questions
Ongoing Services During Construction	Hours to review shop drawings
Field Visit during construction (waterline)	Includes waterline engineer visit to field during construction (one day)
0.	
0.	
TASK D - PROJECT ADMINISTRATION	
General Admin	general administration and billing

See attached waterline narrative

MED-Prospect Street Bridge Project

PID-120265

Waterline Scope Narrative

ms consultants, inc.

12/7/2023

The fee to complete the Prospect Street waterline replacement in Medina, Ohio considers the following work to be performed and associated assumptions:

- ms Water group will prepare plan drawings and cost estimates to be included in the Prospect Street Bridge Replacement Project for the Stage 1, Stage 2, Stage 3 and Bid Set submittals to replace approximately 300 feet of 12-inch waterline from the West Smith Road intersection to north of the Wheeling and Lake Erie Railway right-of-way.
- Design Drawings to be provided include:
 - General Waterline Notes
 - Waterline Details
 - Plan and Profile Sheets (Scale at typically 1"=20')
- It is assumed that the waterline will be replaced to the City of Medina Water Department's standards. The ms Water group will coordinate with the City's Water Department to obtain their standard notes, details and any record drawings that would be available.
- The need for temporary water facilities will be coordinated with the City of Medina as needed.
- There are currently two waterlines, a 4-inch and 12-inch, installed within the extents of the replacement limits. The waterline replacement is only to be considered for the 12-inch waterline where existing services installed on the 4-inch main would be transferred over to the proposed waterline covered by this work.
- Utility crossing application and coordination with the Wheeling and Lake Erie Railway is included.
- Cost for geotechnical investigations north of the Railway has been included in fee. It is assumed that the additional boring information obtained for the planned bridge replacement will satisfy the Railway's requirements of obtaining geotechnical information along each side of their right-of-way to facilitate jack and bore operations.
- It is assumed that the 12-inch waterline being replaced will not require a size increase of more than 4 inches nor be located within 10 feet horizontally or 18 inches vertically of any sewer utility, which would require approval from Ohio Environmental Protection Agency.
- Survey work is not included in the fee. It is assumed that the survey information and basemapping provided will be sufficient to perform waterline design.
- Permitting fees, such as those required by the Wheeling and Lake Erie Railway, are not included in the fee and will be the responsibility of the City of Medina.
- Environmental permitting, such as a 404 permitting application through the U.S. Army Corps of Engineers, is by others
- ms Water group will perform shop drawing review for waterline materials submitted under this project.

ORDINANCE NO. 47-24

AN ORDINANCE AUTHORIZING THE MAYOR ACCEPT THE PROPOSAL FROM NATIONAL ENGINEERING & ARCHITECTURAL SERVICES, INC. (NEAS) FOR GEOTECHNICAL SERVICES FOR THE PROSPECT STREET BRIDGE REPLACEMENT PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to accept the proposal from National Engineering & Architectural Services, Inc. (NEAS) for geotechnical services for the Prospect Street Bridge Replacement Project.

SEC. 2: That the funds to cover the proposal in the estimated amount of \$37,213.00 are available in Account No. 108-0610-54411.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 48-24

AN ORDINANCE AUTHORIZING THE PURCHASE OF A REPLACEMENT PLAYGROUND FOR ROSCOE EWING PARK FROM SNIDER RECREATION, INC.

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts.

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

SEC. 1: That the purchase and installation of a replacement playground for Roscoe Ewing Park from Snider Recreation, Inc., cooperatively purchased through Sourcewell Contract #010521-BUR, is hereby authorized for the Parks Department. (Member ID #29417)

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

SEC. 3: That the funds to cover this purchase, in the estimated amount of \$52,150.48, are available in Account #104-0301-54413.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 49-24

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 90-22, PASSED APRIL 25, 2022, RELATIVE
TO THE SEXUAL OFFENDER PLAN OF ACTION POLICY
FOR THE MEDINA COMMUNITY RECREATION CENTER.**

WHEREAS: Ordinance No. 90-22, passed April 25, 2022, re-adopted a Sexual Offender Plan of Action Policy for the Medina Community Recreation Center; and

WHEREAS: It has been requested to approve an amendment to the policy.

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

SEC. 1: That Ordinance No. 90-22, passed April 25, 2022, be and the same is hereby repealed.

SEC. 2: That the Mayor is hereby authorized to adopt a new MCRC Sex Offender and Facility Usage Plan of Action, marked Exhibit A, attached hereto and incorporated herein as is subject to the Law Director’s final approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

MCRC Sex Offender and Facility Usage Plan of Action

ORD. 49-24
Rev. A
"NEW"

Purpose

This plan of action was developed as a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility. It is understood that these policies and procedures will not ensure prevention, however we can decrease the likelihood of an occurrence happening with the development of this plan of action.

Objective

By taking a pro-active approach in the form of identification, awareness, and communication among staff, we will decrease the chances of a sexual offense occurring within the facility. It has been recommended by the City Law Department that a convicted sexual offender not be allowed access into the Center. The denial of admittance is all-inclusive -- facility use, membership, programs and rentals. This denial has been deemed the most effective method of ensuring the safety of the MCRC patrons.

Plan of Action: Medina Rec Photo ID and Visitor Policy

The Medina Community Recreation Center will require a state issued photo ID or school ID for all new members and visitors over the age of sixteen. ~~upon purchase of membership and day passes.~~ All non-member visitors will be required to sign in on the daily pass log sheet. A photo ID can be requested at any time by Medina Rec employees for verification of name, age, address, or eligibility for specific membership types and will be used to check patron against the National Sex Offender Registry. Photo ID may be required to pick children up from camps and programs.

~~All non-member visitors will be required to sign in on the daily pass log sheet.~~ The only exception to the Medina Rec Photo ID and Visitor Policy is for those attending large mass-gathering events like swim meets, basketball, special events and large rentals where there is limited blended traffic.

All new and renewing members and daily visitors will be checked against the National Sex Offender Registry. If a known sexual offender obtains or attempts to obtain facility access, they will be asked to leave and will be notified of our policy. It is not the intention for the MCRC to harass a sexual offender. The primary focus is awareness by selected staff employees of a convicted sexual offender in the MCRC.

This policy statement is to be delivered to the known sexual offender by the Manager On Duty (MOD) or Full Time Staff without personal opinion, verbal or physical intent. The individual should be treated respectfully and lawfully. The Policy Statement will be available at the MOD workstation at the front desk.

Policy Statement

The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.

This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.

The denial of access is all-inclusive -- facility use, membership, programs and rentals.

In lieu of this policy, this is to inform you that you are denied access into the MCRC facility.

If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.

Any future attempts to enter the facility will directly result in police assistance.

MCRC Sex Offender and Facility Usage Plan of Action

"OLD"
EXH. B

Purpose

This plan of action was developed as a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility. It is understood that these policies and procedures will not ensure prevention, however we can decrease the likelihood of an occurrence happening with the development of this plan of action.

Objective

By taking a pro-active approach in the form of identification, awareness, and communication among staff, we will decrease the chances of a sexual offense occurring within the facility. It has been recommended by the City Law Department that a convicted sexual offender not be allowed access into the Center. The denial of admittance is all-inclusive -- facility use, membership, programs and rentals. This denial has been deemed the most effective method of ensuring the safety of the MCRC patrons.

Plan of Action: Medina Rec Photo ID and Visitor Policy

The Medina Community Recreation Center will require a state issued photo ID or school ID for all new members and visitors over the age of sixteen upon purchase of membership and day passes. A photo ID can be requested at any time by Medina Rec employees for verification of name, age, address, or eligibility for specific membership types and will be used to check patron against the National Sex Offender Registry. Photo ID may be required to pick children up from camps and programs.

All non-member visitors will be required to sign in on the daily pass log sheet. The only exception to the sign in log is for those attending large mass-gathering events like swim meets, basketball, special events and large rentals.

All new and renewing members and daily visitors will be checked against the National Sex Offender Registry. If a known sexual offender obtains or attempts to obtain facility access, they will be asked to leave and will be notified of our policy. It is not the intention for the MCRC to harass a sexual offender. The primary focus is awareness by selected staff employees of a convicted sexual offender in the MCRC.

This policy statement is to be delivered to the known sexual offender by the Manager On Duty (MOD) or Full Time Staff without personal opinion, verbal or physical intent. The individual should be treated respectfully and lawfully. The Policy Statement will be available at the MOD workstation at the front desk.

Policy Statement

The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.

This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.

The denial of access is all-inclusive – facility use, membership, programs and rentals.

In lieu of this policy, this is to inform you that you are denied access into the MCRC facility.

If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.

Any future attempts to enter the facility will directly result in police assistance.

ORDINANCE NO. 50-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WICHERT INSURANCE FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2024 THROUGH MARCH 31, 2025.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract with Wichert Insurance for the City's Property and General Liability Insurance for the period of April 1, 2024 through March 31, 2025.

SEC. 2: That the funds to cover this expenditure in the estimated amount not to exceed \$232,230.59 are available in each appropriate budget.

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

SEC. 4: That 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 effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 51-24

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,
PASSED NOVEMBER 28, 2023. (Amendments to 2024 Budget)**

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

SEC. 1: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0710-53313	5,000.00
001-0743-53322	14,612.00 *
135-0130-52215	103,875.00 *
575-0350-54420	251,549.20 *

SEC. 2: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
001-0710-50111	5,000.00
141-0310-53313	10,552.21

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 52-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE CITY'S CYBER SECURITY LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2024 THROUGH APRIL 1, 2025.

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 contract with Travelers Casualty and Surety Company of America for the City's Cyber Security Liability Insurance for the period of April 1, 2024 through April 1, 2025.

SEC. 2: That the funds to cover this expenditure in the amount of \$26,603.00, are available in each appropriate budget.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor