

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

November 12, 2024 (Tuesday)  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (October 28, 2024)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to the issuance of a new C permit to Hemmingways LLC, dba Hemmingways Underground, 236 S. Court Street.

**Unfinished business.**

**Ord. 187-24 (SECOND READING)**

An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending various sections of Part II – Planning and Zoning Code.

**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. 201-24, Ord. 202-24, Ord. 203-24, Ord. 204-24, Ord. 205-24, Ord. 206-24, Ord. 207-24, Ord. 208-24

**Ord. 201-24**

An Ordinance authorizing the increase of the expenditure to Rocco Masonry for the Service Department.  
(emergency clause requested)

**Ord. 202-24**

An Ordinance amending Ordinance No. 77-24, passed April 9, 2024, relative to the Agreement with American Structurepoint, Inc. for the US 42 Resurfacing Project.  
(emergency clause requested)

Ord. 203-24

An Ordinance accepting the appraisals (Fair Market Value Estimates) for the West Smith Road Water Line Bore.  
(emergency clause requested)

Ord. 204-24

An Ordinance amending Ordinance No. 36-24, passed February 26, 2024, relative to the Management Agreement with Cold Stream Air Services for the Medina Municipal Airport.

Ord. 205-24

An Ordinance amending Ordinance No. 37-24, passed February 26, 2024, relative to the Fixed Base Operation Lease for the Medina Municipal Airport.

Ord. 206-24

An Ordinance authorizing the Finance Director to make certain Fund Advances.

Ord. 207-24

An Ordinance authorizing the Finance Director to rollover certain Fund Advances.

Ord. 208-24

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

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, October 28, 2024

**Call to Order:**

Medina City Council met in regular session on Monday, October 28, 2024 at Medina City Hall. The meeting was called to order at 7:34 p.m. by President of Council John M. Coyne III, who led in the Pledge of Allegiance.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Hanwell, Greg Huber, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Chief Walters, Kathy Patton, Jansen Wehrley and Andrew Dutton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Tuesday October 15, 2024, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and approved with the yea votes of N. DiSalvo, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Reports of Standing Committees:**

**Finance Committee:** Mr. Coyne stated the Finance Committee met prior to Council this evening.

**Public Properties Committee:** Mr. Shields stated that Public Properties had a meeting scheduled on Wednesday, October 23<sup>rd</sup> at City Hall and discussed some improvements at Lake Medina and a Trail Planner position.

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

**Special Legislation Committee:** Mr. Rose had no report.

**Streets & Sidewalks Committee:** Ms. Haire had no report.

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

**Emerging Technologies Committee:** Ms. DiSalvo stated a meeting will be scheduled in the next few weeks.

**Requests for Council Action:**

Finance Committee

24-219-10/28 – Increase Expenditure – Rocco Masonry – Service Dept.

24-220-10/28 – Amend Ord. 77-24, Re: US 42 Engineering Services

24-221-10/28 – Accept Fair Market Value Estimates – W. Smith Rd. Water Line

24-222-10/28 – Renew Medina Municipal Airport Lease

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** the Medina Community Band presents annual Veterans Day Concert at St. Francis Xavier Church on Wednesday, November 6<sup>th</sup> at 7 p.m.

Medina City Council  
October 28, 2024

Upcoming Events on the square:

Candlelight Walk kickoff/tree and downtown lighting on Friday, November 22<sup>nd</sup>.

Holiday Parade of Lights Saturday, November 23<sup>rd</sup> at 5:30 p.m.

Hindu Heritage Month October – there were over 700 people for dinner and a show at the Performing Arts Center on Saturday, October 26<sup>th</sup> where he did the welcome and proclamation.

Sunday, October 27<sup>th</sup> the Mayor attended the 50<sup>th</sup> anniversary of MCCC.

On Tuesday, October 22<sup>nd</sup>, Chief Larry Walters and the Fire Department responded to a fully engulfed house fire in York Township at 7760 Branch Rd. for mutual aid. There was a female resident trapped in the basement and Chief Walters entered the basement through a window to help assist in lifting her out through a window, chief was then pulled out the same window. Chief, and several safety forces members were treated at MH/CC ER for smoke related effects. Well done Chief Walters!

**Keith Dirham, Finance Director**, Keith stated that the budget and 5-year financial plan for the city has been completed. Reminder to the public that the city has a renewal levy on the ballot for LST, the city handles life support with a partnership with the Medina Hospital and Medina Township and Montville Township. This levy is how the city pays our share of it. There is no increase in taxes since it is for a renewal in existing tax.

**Greg Huber, Law Department**, had no report.

**Kimberly Marshall, Economic Development Director**, Kimberly stated they are waiting to hear back on the approval of the Ohio Department of Development Brownfield Assessment grant for the 426 West Liberty site.

They also heard from the Ohio EPA on the other grant they applied for on Phase 1. Currently holding off on this grant until they hear from the State on the other grant first.

Rolled out the new Workforce in Talent newsletter and have 195 people subscribed to receive the newsletter. They are able to highlight anywhere between 4 or 5 businesses or companies that have open job opportunities. [www.medinaoh.org](http://www.medinaoh.org) scroll to bottom to sign up.

**Chief Kinney, Police Department**, Chief reminded the public that this Thursday between 6 p.m. and 8 p.m. is Trick or Treat for the City of Medina and Lafayette Township. Please be cautious while out driving around and be aware of the children out Trick or Treating.

**Joe Toth, LST Director**, Joe stated through September the Life Support Team responded to 2,792 calls for the City of Medina. For all three entities they responded to 4,309. That is an increase of 353 calls from the same time as last year.

**Chief Walters, Fire Department**, Chief updated the public on the cancer screening that was done for the firefighters and they have been completed with 100% participation in the gallery screening and in addition to that they were able to offer an optional esophageal cancer screening that about 30 participated in and they did that with their insurance. The results are private between the firefighters and their doctors.

**Jansen Wehrley, Parks and Recreation Director**, stated they have a lot of activities going on at the Rec Center, they are currently taking registration for the youth basketball program through October 31<sup>st</sup> and already have several hundred kids signed up. There are a variety of new programs and he encourages the public to stop in or check us out at [medinarec.org](http://medinarec.org). Forestry Dept. just rapped up their fall tree planting installing 84 trees throughout town including 33 trees on the West Smith Rd. section that was just completed.

**Dan Gladish, Building Official**, Dan stated the Building Department has been extremely busy with commercial and industrial project. Currently have 6 under construction with three almost ready to start. It will be a record year for building permits and contractor registrations.

**Nino Piccoli, Service Director**, stated they held the auction at the city garage this past weekend and was well attended. The leaf program kicked off today! Please rake leaves out to the curb but not into the street.

**Patrick Patton, City Engineer**, stated the work on rehabilitating East Reagan Parkway is scheduled to start this week on Wednesday or Thursday and will remain open during this work but will be down to one lane during construction and traffic will be maintained through flaggers and temporary signals. Currently in the public comment period for the US 42 resurfacing and safety improvement project that will add bump outs around the square area. Folks are encouraged to visit the city website under the Medina News Tab to see an exhibit of what it will look like and submit any questions or comments they have. Comment period will extend until November 22<sup>nd</sup>.

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

**Jarrold Fry, Medina TV**, Jarrod stated at the last meeting he discussed some of the new avenues they have of watching programming on Medina TV and also on the internet and wanted to go over those again. Ch. 37 (Armstrong cable) also on Medina TV YouTube channel, on the city website click on Medina TV, Facebook, Roku, Apple TV and Amazon or Firestick.

#### **Confirmation of Mayor's appointment**

Archive Commission – Doug McClure – Expiring 12/31/27

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

#### **Confirmation of Council's appointments**

Medina County Planning Commission – Chet Simmons – Exp. 12/31/25

Archive Commission – Skip Baran – Exp. 12/31/27

Archive Commission – Beth Biggins-Ramer – Exp. 12/31/27

Archive Commission – Jim Shields – Exp. 12/31/27

Mr. Shields moved to confirm Council's appointments, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and P. Rose.

**Notices, communications and petitions:**

There were none.

**Unfinished Business:**

**Introduction of Visitors:**

There were none.

**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: Res. 188-24, Ord. 189-24, Ord. 190-24, Ord. 191-24, Ord. 192-24, Ord. 193-24, Ord. 194-24, Ord. 195-24, Ord. 196-24, Res. 197-24, Ord. 198-24, Ord. 199-24, Ord. 200-24. The roll was called and the motion approved by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, P. Rose, and J. Shields.

**Ord. 187-24 (1st READING)**

**An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending various sections of Part II – Planning and Zoning Code.**

Mr. Shields moved that Ord. 187-24 be read by title only and placed before council for a first reading and for any discussion by council, seconded by Mr. Simpson.

Mr. Dutton stated these are miscellaneous amendments to the Planning and Zoning Code. Modifications to the Zoning amendment, variance site plan and conditional zoning certificate process, changes to fence requirements, adjustments to allow roof to project ten feet into the rear set back, provisions to parking lot lane requirements, changes to multiple sections providing a specific definition for fitness facilities or gyms, and creation of general regulations for short-term rentals. These were reviewed by the Planning Commission and recommended for approval, and Public Hearing was held on October 15<sup>th</sup>.

**Res. 188-24**

**A Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 188-24, seconded by Mr. Simpson. Mr. Shields moved for the adoption of Ordinance/Resolution No. 188-24, seconded by Mr. Simpson. Mr. Dirham stated this a requirement of the budget process under state law. The roll was called and Ordinance/Resolution No. 188-24 passed by the yea votes of N. DiSalvo, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 189-24**

**An Ordinance authorizing the Mayor to execute a Revocable Use Permit with James Sipos to use or occupy the framed shed located on City Park property known as City Lot No. 5720, adjacent to the residence at 1050 Sturbridge Drive.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 189-24, seconded by Mr. Simpson. Mr. Dutton stated this is the first of two revocable use permits. This is at 1050 Sturbridge Dr. for a 147 sq. ft. shed which was located partially on city property. The revocable use permit allows the resident to use it indefinitely unless the city requires it to be removed. There was some discussion at finance regarding incorporating

additional language. In the third sentence of the third paragraph it states the shed will be removed when the property is sold unless a separated revocable use permit is granted by the City of Medina to the subsequent property owner. The roll was called and Ordinance/Resolution No. 189-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and P. Rose.

**Ord. 190-24**

**An Ordinance authorizing the Mayor to execute a Revocable Use Permit with Dominic P. Cheff III and Gina A. Cheff to use or occupy the framed shed located on City Park property known as City Lot 5720, adjacent to the residence and 1044 Sturbridge Drive.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 190-24, seconded by Mr. Simpson. Mr. Dutton stated this is similar to the previous ordinance. This also incorporates the same language in the third sentence of the third paragraph. The roll was called and Ordinance/Resolution No. 190-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Ord. 191-24**

**An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with Euthenics, Inc. for engineering design services for the South Huntington Street Bridge Replacement Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 191-24, seconded by Mr. Simpson. Mr. Patton stated they were awarded through ODOT a little over \$1.7 million dollars to replace the South Huntington St. bridge. The roll was called and Ordinance/Resolution No. 191-24 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 192-24**

**An Ordinance amending Ordinance No. 163-24, passed September 9, 2024, pertaining to the agreement with IamGIS for Geographic Information Systems (GIS) Services.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 192-24, seconded by Mr. Simpson. Mr. Patton stated the last ordinance on this failed to authorize the mayor to sign the agreement so this ordinance takes care of that. The roll was called and Ordinance/Resolution No. 192-24 passed by the yea votes of N. DiSalvo, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 193-24**

**An Ordinance authorizing the Mayor to accept a sanitary sewer easement from the Legacy Hotel of Medina, LLC.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 193-24, seconded by Mr. Simpson. Mr. Patton stated the construction will require the relocation of the existing sanitary sewer that runs behind the buildings on the west side of South Court St. We need a revised easement and this ordinance would accomplish that. The roll was called and Ordinance/Resolution No. 193-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**Ord. 194-24**

**An Ordinance amending Ordinance No. 71-24, passed April 9, 2024, relative to the expenditure to Signal Service Company for the Street Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 194-24, seconded by Mr. Simpson. Mr. Piccoli stated a

contractor damaged a signal cabinet at the corner of Liberty St. and State and 19 months later we were able to settle with the insurance company and would like to get the vendor paid. The roll was called and Ordinance/Resolution No. 194-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and P. Rose.

**Ord. 195-24**

**An Ordinance authorizing the purchase of one (1) Ventrac Tractor 4520N for the Street and Water Departments.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 195-24, seconded by Mr. Simpson. Mr. Piccoli stated they are always borrowing the Park Departments unit and typically when they need it. This will be used year-round. The roll was called and Ordinance/Resolution No. 195-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Ord. 196-24**

**An Ordinance authorizing the Mayor to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the Prospect Street Bridge Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 196-24, seconded by Mr. Simpson. Mr. Patton stated the city got an additional \$1.7 million to replace the Prospect Street Bridge and the project is under design. Part of that design will encroach under the railroad right-of-way so we need to work with them and get a permit. They require this engineering agreement before they will even start to review the plans. The roll was called and Ordinance/Resolution No. 196-24 passed by the yea votes of

**Res. 197-24**

**A Resolution authorizing the Mayor to file an application for the Cybersecurity Software and Services Grant for the Medina Municipal Court.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 197-24, seconded by Mr. Simpson. Ms. Lastuka stated this is a grant that was opened up by the Ohio State for Cybersecurity Software that is being requested. The roll was called and Ordinance/Resolution No. 197-24 passed by the yea votes of N. DiSalvo, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 198-24**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1096, the Reagan Park Cold Storage Building.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 198-24, seconded by Mr. Simpson. This would be an authorization to bid, award and construct a 40 x 80 cold storage pole building at Reagan Park. This structure will replace a storage building we lost in 2020. Funding is mostly from insurance as well as the balance coming from unanticipated capital. Project was reviewed and approved by the Planning Commission. The roll was called and Ordinance/Resolution No. 198-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Ord. 199-24**

**An Ordinance repealing and replacing Ordinance No. 183-23, passed November 13, 2023, relative to the Pavilion Rental Fees for the Parks and Recreation Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 199-24, seconded by Mr. Simpson. Mr.



Wehrley stated this ordinance amends two items in the pavilion/gazebo rental fee structure. The roll was called and Ordinance/Resolution No. 199-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and P. Rose.

**Ord. 200-24**

**An Ordinance authorizing the disbursement of a credit from Medical Mutual of Ohio (MMO) pertaining to a 2023 Contingent Premium Refund.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 200-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 200-24, seconded by Mr. Simpson. Mayor Hanwell stated the renewal fees were driven down successfully and resulted in an excess of \$146,000.00 credit and the employees should be rewarded for that. Approximately half of that rebate will go to assist with premium reduction payment for those on the city healthcare and the other will reduce the city premium share. Emergency clause is needed due to only having a certain number of pay periods left in the year. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 200-24 passed by the yea votes of J. Coyne, N. DiSalvo, P. Rose, J. Shields, and D. Simpson.

**Council comments**

Mr. Simpson reminded all of the upcoming holiday in honor of our Veterans. Glad Chief Walters and staff are all ok and safe after that housefire. Please go Vote!

Ms. DiSalvo thanked Chief Walters for being there and hopes she never needs the fire dept. Go Vote and support our schools.

Mr. Rose congratulated Chief Walters and thanked him for his services. Thanked and acknowledged our Veterans for their sacrifices. Get out there and vote!

President Coyne commented on our two levies that affect our community, one is the school levy and the other is the LST levy which is a renewal.

**Adjournment**

There being no further business, the City Council meeting adjourned at 8:07 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, III, President of Council

**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
 6606 TUSSING ROAD, P.O. BOX 4005  
 REYNOLDSBURG, OHIO 43088-9005  
 (614)644-2380 FAX(614)644-3166

TO

37215680005		NEW	HEMINGWAYS LLC	
PERMIT NUMBER		TYPE	DBA HEMMINGWAYS UNDRGROUND	
236 S COURT ST				
MEDINA OH 44256				
ISSUE DATE				
10	23	2024		
FILING DATE				
D5L				
PERMIT CLASSES				
52	077	C	E31137	
TAX DISTRICT		RECEIPT NO.		

FROM 10/30/2024

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



MAILED 10/30/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN.

12/02/2024

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES

**C NEW 3721568-0005**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer.

**CLERK OF MEDINA CITY COUNCIL**  
 132 NORTH ELMWOOD AVENUE  
 MEDINA OHIO 44256

**ORDINANCE NO. 187-24**

**AN ORDINANCE TO CLARIFY AND UNIFY THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO BY AMENDING VARIOUS SECTIONS OF PART 11 – PLANNING AND ZONING CODE.**

**WHEREAS:** The majority of the proposed amendments are related to a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short-term rentals; and

**WHEREAS:** The Planning Commission, at its July 11, 2024, meeting approved the recommendations.

**WHEREAS:** The public hearing relative to these Planning and Zoning Code amendments was duly held October 15, 2024.

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

**SEC. 1:** That the amendments as set forth by the Planning Commission in the memo from the Community Development Director dated July 15, 2024, are hereby adopted, marked Exhibit A, attached hereto, and incorporated herein.

**SEC. 2:** That a clean copy of the amendments as set forth by the Planning Commission in the memo from the Community Development Director dated July 15, 2024, are hereby adopted, marked Exhibit B, 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**

First Reading: October 28, 2024

Effective date:

## Zoning Code Update – Council 10-15-24

### GENERAL

- Planning Commission recommended approval – 7/11/24
- Recently reviewed by Mr. Huber – No changes

### REVIEW PROCESSES

- Modifications to the Zoning Amendment, Variance, Site Plan, & Conditional Zoning Certificate Review process to provide consistency on when applications must be forwarded to the Board/Commission and the time allotted for review
- Clarification on when Site Plan review is needed by the Planning Commission

### FENCING

- Initiated by the Planning Commission
- Changes to fence height on corner lots and when a lot has double frontage (2 streets)

### ROOFED PORCHES

- Change allowing roofed porches to project 10 ft. into the rear setback
- Necessary due to a number of approved variances

### PARKING LOT LIGHTING

- Specific illumination levels were removed, which are very difficult to achieve
- Increase the permitted lighting height in commercial, mixed use, and MF zoning districts
- Necessary as the existing maximum height is 10 ft., which is not effective

### FITNESS FACILITIES

- Currently located in the definition for “Personal or Personal Services” which includes uses such as barber shops, banks, and laundromats.
- Fitness facilities were provided their own definition and allowed in the C-3 district as a permitted use and in the C-1, C-2, and I-1 districts as a conditionally permitted use
- This was necessary due to the nature of fitness facilities, which increasingly are located in Industrial areas

### SHORT TERM RENTALS

- Short term rentals currently exist within and around Medina’s Historic District
- City currently has no regulations for STR’s
- Other cities have a variety of methods for addressing STR’s, including complex formal registration programs
- General regulations have been proposed which:
  - Allow STR’s as a permitted use in the C-2 and M-U districts and a conditionally permitted use in the R-2 and R-3 districts
  - When located within 4,000 ft. of the uptown park  
(All existing STR’s are currently in this area)
  - Regulations also provides a parking minimum, set a maximum occupancy based on bedrooms, and prohibit events at STR’s



## MEMORANDUM

**DATE:** July 15, 2024  
**TO:** City Council  
**FROM:** Andrew Dutton, Community Development Director  
**SUBJECT:** Zoning Code Amendments

### Overview

The following are proposed amendments to the Zoning Code, found in Part 11 of the City of Medina Codified Ordinances. The amendments address a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short term rentals.

### Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review (p. 1 - 4)

The review processes for Zoning Amendments, Variances, Site Plans, and Conditional Zoning Certificates have been revised to:

- Provide a consistent review process.
- Require that the Planning Director forward complete applications to the Board of Zoning Appeals or Planning Commission within 30 days.
- Require that the Board of Zoning Appeals and Planning Commission make a decision within 45 days of their initial meeting.

The Site Plan section (1109.01) has also been revised to clarify when a Site Plan must go to the Planning Commission and when a Site Plan can be reviewed administratively by the Planning Director.

### Fencing (p. 5)

Standards for fencing have been amended per the following:

- "Areas" has been replaced with "Districts". Areas is not a defined term and is unclear in locations with a mix of uses.
- Exception <sup>4</sup> has been revised to allow fences in the front yard with a side street lot line (corner lots) to be up to 6 ft. in height within 15 ft. of the right-of-way with Planning Commission approval.
- Fences in the O-C or P-F districts may have a height of 8 ft. in the front yard with a side street lot line and barbed wire.
- Lots with double frontage, which have public rights-of-way to the front and rear of the lot, have two front yards, by definition. There are numerous such lots in the city, particularly backing up to Reagan Pkwy. Exception <sup>5</sup> allows a 6 ft. fence adjacent to the yard located opposite the building's front facade.

### Roofed Porch Setbacks (p. 6)

Due to several recently granted variances and to allow existing homeowners to expand their homes in a reasonable manner, an amendment has been proposed allowing open roofed porches to extend 10 ft. into the rear setback.



**Proposed Amendments to  
the Zoning Code:  
Part Eleven of the  
City of Medina Codified  
Ordinances**

**7/15/2024**

**Key**

~~Deleted Text~~

*Added Text*

## Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review

### -Chapter 1107 – Administration and Enforcement-

#### **1107.06 ZONING ORDINANCE AMENDMENT APPLICATION.**

A proposed amendment to the text or map of this Ordinance may be recommended or requested by the Planning Commission, Council, the Administration or any other citizen or property owner of Medina. The application for such amendment shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission.* The Planning Commission shall review the proposed amendment at one or more of its regular meetings, and within forty-five (45) days after the date of the ~~submission of the proposed amendment~~ *Commission's initial meeting*, recommend to Council the approval, approval with modification, or disapproval of the proposed amendment. *If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

#### **1107.08 APPEALS AND VARIANCES.**

- (e) Review by the Board. *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Board.* Notice of the hearing shall be published in a newspaper of general circulation in the City at least ten (10) days prior to the date of the hearing, and sent by mail or personal delivery to the owners of property for which a variance request is being considered, and to all owners of property adjacent to and directly across the street from the property in question. At the hearing, a party may appear in person or by agent or by attorney.
- (f) Decision by the Board. The concurring vote of three (3) members of the Board shall be necessary to reverse an order, requirement, decision, or determination of the Planning Director, or to decide in favor of the applicant any matter upon which they are required to pass judgment. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination, in accordance with the guidelines set forth herein. *The Board shall render a decision within forty-five (45) days of the Board's initial meeting. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

To that end, the Board shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit. With an affirmative decision, the Board may impose conditions. The decision of the Board shall be final, but the City, with approval by the Council, or any person having an interest affected by a decision of the Board, may appeal to the Court of Common Pleas, and to any Court of final jurisdiction.



**-Chapter 1109 – Site Plan-**

**1109.01 PURPOSE.**

Before the issuance of a zoning certificate or conditional zoning certificate for any proposed multi-family, mobile home park, public facility, business or industrial use as provided for in Chapters 1115 to 1141, the Planning Commission or Planning Director shall review and approve site plans for such uses as identified below.

- ~~(a) A review by the Commission shall also be required when:~~
- ~~(1) There is an increase in the number of dwelling units for multi-family;~~
  - ~~(2) The floor area of a nonresidential building is increased;~~
  - ~~(3) The use of an existing building is changed to a use which requires the addition of more off-street parking facilities than currently exist on the site;~~
- ~~(b) The following Minor Developments may be finally approved by the Planning Director in lieu of action by the Planning Commission. Any improvement which is not in compliance with this Chapter or is determined by the Planning Director to be beyond the scope of a minor building development will be forwarded to the Planning Commission for review.~~
- ~~(1) New construction of one single-family dwelling that will not require off-site construction of any new street or road; or~~
  - ~~(2) Renovations, alterations, or expansions to an existing building or site up to 5,000 square feet for land uses other than single-family dwellings and 10,000 square feet for I-1 zoned properties; or~~
  - ~~(3) Expansion of an existing parking lot up to thirty percent (30%) of existing spaces; or~~
  - ~~(4) Facade alterations which do not alter the existing architectural character.~~
- (a) Site plan review by the Planning Commission shall be required for the following:*
- (1) New Construction or Initial Development. New construction of a principal building or initial development of a site, with the exception of a single-family residential use or two-family residential use;*
  - (2) Floor Area Increase - Major. An increase in floor area of a principal nonresidential building by more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (3) Nonresidential Accessory Building - Major. New construction or increase in floor area of a nonresidential accessory building with a floor area greater than two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;*
  - (4) Outdoor Use - Major. Establishment or expansion of a nonresidential outdoor use of more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (5) Parking Lot - New or Major Expansion. Establishment of a parking lot or the expansion of an existing parking lot of more than thirty percent (30%) of the existing spaces;*
  - (6) Facade Alterations - Major. Facade alterations to a multi-family residential or nonresidential building which alter the building's existing architectural character;*
  - (7) Multi-Family Dwelling Unit Increase. An increase in the number of dwelling units for a multi-family residential use; or*
  - (8) New Street Construction. Any development that requires off-site construction of a new street or road.*

- (b) *Site plans for the following may be reviewed and approved by the Planning Director. If the Planning Director determines that the project is beyond the scope of a minor development, he/she shall forward the site plan to the Planning Commission for review and approval.*
- (1) *Single or Two-Family Residential Uses. New construction or an increase in floor area of a principal building with a single-family residential use or two-family residential use;*
  - (2) *Floor Area Increase - Minor. An increase in floor area of a nonresidential building by less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or less than or equal to ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (3) *Accessory Building - Minor. New construction or increase in floor area of any residential accessory building or a nonresidential accessory building with a floor area less than or equal to two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;*
  - (4) *Outdoor Use - Minor. Establishment or expansion of a nonresidential outdoor use of less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
  - (5) *Parking Lot - Minor Expansion. Expansion of an existing parking lot of less than or equal to thirty percent (30%) of the existing spaces; or*
  - (6) *Facade Alterations - Minor. Facade alterations to any single-family residential building or two-family residential building or facade alterations to a multi-family residential or nonresidential building which do not alter the existing architectural character.*

#### **1109.02 APPLICATION PROCEDURE.**

Any application for site plan review as provided for by this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) *Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. Notice of the application shall be sent by mail or personal delivery to the owners of property for which the application is being considered, and to all owners of property adjacent to and directly across the street from the property in question. The Planning Commission shall review the proposed site plan at one or more of its regular meetings, and within forty-five (45) days after the date of the submission of the proposed site plan Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting. The Planning Commission's review and action shall be based on the following standards:*

**-CHAPTER 1153 – Conditional Zoning Certificates-**

**1153.02 PROCEDURES FOR MAKING APPLICATION.**

Any application for a conditional zoning certificate for any land or structure permitted under this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review by Planning Commission. ~~The Planning Commission shall review the proposed development, as presented on the submitted plans and specifications in terms of the standards established in this Zoning Ordinance. Such review by the Planning Commission shall be completed and made public within forty five (45) days of the date of submission.~~ *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed conditional zoning certificate at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*
  
- (g) Termination. *The conditional zoning certificate shall become void at the expiration of one (1) year after the date of issuance unless the conditionally permitted use has commenced for applications that do not include the construction of a new building. The conditional zoning certificate shall become void at the expiration of two (2) years after the date of issuance unless the conditionally permitted use has commenced for applications that include the construction of a new building.*

**Fencing**

**-Chapter 1155 – Supplemental Regulations-**

**1155.01 FENCES.**

(c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:

(1) Fence Height Limits and Exceptions.

Area District	Front Yard (height in feet)	Front Yard with Side Street Lot Line (height in feet)	Side Yard (height in feet)	Rear Yard (height in feet)
Residential R-1, R-2, R-3, and R-4 or M-U with a Residential Use	3 <sup>5</sup>	6 3 <sup>4</sup>	6 <sup>1</sup>	6 <sup>1</sup>
Commercial C-S, C-1, C-2, and C-3 or M-U with a Nonresidential Use	3 <sup>2</sup>	6 3 <sup>4</sup>	10 <sup>3</sup>	10 <sup>3</sup>
Industrial I-1	6 <sup>2,3</sup>	6 <sup>2,3-4</sup>	10 <sup>3</sup>	10 <sup>3</sup>
Public Facilities (parks, playgrounds, etc.) O-C and P-F	8 <sup>3</sup>	6 8 <sup>3-4</sup>	8 <sup>3</sup>	8 <sup>3</sup>
Exceptions:				
<sup>1</sup> Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.				
<sup>2</sup> Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.				
<sup>3</sup> Barbed wire not to exceed twelve (12) inches in height may be added to the top of the fence.				
<sup>4</sup> Fences shall be setback at least fifteen (15) feet from the side street lot line. Fences three (3) feet tall or less may be located on the side street lot line. Fences set back fifteen (15) feet or more from the side street lot line may be six (6) feet in height. Fences set back less than fifteen (15) feet from the side street lot line may be up to six (6) feet in height with approval from the Planning Commission if the Commission finds the fence does not obstruct pedestrian or vehicular visibility and is compatible with the surrounding area.				
<sup>5</sup> For lots with double frontage, fence heights may be increased to six (6) feet in the yard located opposite the building's front facade.				

(d) Materials.

- (1) No fence, with the exception of fences used for agricultural purposes, shall contain an electric charge.
- (2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted in the industrial district I-1, O-C, and P-F districts.
- (3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.
- (4) The finished or most decorative side of the fence shall face away from the property erecting the fence.
- (5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

**Roofed Porch Setbacks**

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**-CHAPTER 1113 – Zoning Districts; General Regulations-**

**1113.05 GENERAL USE REGULATIONS.**

- (k) Projections into Yard Areas. Every part of a required yard shall be open to the sky unobstructed, except for accessory buildings in a rear yard, and except for the ordinary projections of skylights, sills, belt-courses, cornices and ornamental features projecting not to exceed twelve (12) inches.
  - (1) Terraces, uncovered porches, platforms and ornamental features which do not extend more than three (3) feet above the level of the ground (first) story may project into a required side yard, provided these projections are distant at least two (2) feet from the adjacent lot line.
  - (2) The ordinary projections of chimneys or flues are permitted into the required side, rear and front yards.
  - (3) An open unenclosed porch or paved terrace may project into the required front and rear yard for a distance not to exceed ten (10) feet.
  - (4) *A roofed porch with walls that are fifty percent (50%) enclosed or less may project into the required rear yard a distance not to exceed ten (10) feet.*

**Parking Lot Lighting**

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**-CHAPTER 1145 – Off-Street Parking and Circulation-**

**1145.09 PARKING AREA DESIGN.**

- (c) Illumination of Parking Areas. Parking and circulation areas, pedestrian areas, and related outdoor areas shall be illuminated to provide safety and security to users of these areas, to provide security for property, and to maintain privacy for adjacent properties. Exterior lighting shall be designed, installed, and maintained according to the following standards:
  - (1) Illumination levels. ~~Except as provided in subsection (c)(5)B. hereof, exterior lighting shall provide minimum maintained horizontal footcandle (fc) illumination as follows:~~

Activity Type	Maintained Footcandles
Parking and pedestrian area <sup>1</sup>	0.6 fc minimum
Property security only	0.2 fc minimum
<sup>1</sup> <del>Exterior lighting in these areas may be reduced to the property security level during hours when these areas are not in use.</del>	

*Illumination shall be consistent across the site and shall be designed so as not to generate dark spots that create safety issues in vehicular use and pedestrian areas.*

- ~~(2) Residential parking. The minimum illumination levels in subsection (c)(1) hereof shall not apply to residential or multi-family parking areas with ten (10) or fewer parking spaces. These areas shall be provided with appropriate residential-type luminaries as shown on site plans approved by the Planning Commission.~~
- ~~(3) Uniformity ratio. Average illumination levels shall not exceed four (4) times the minimum level.~~

- (42) Light trespass. In order to maintain privacy, exterior lighting shall be designed and maintained to provide a maximum of one (1) horizontal footcandle illumination at side or rear property lines which are adjacent to a residential use or zoning district.
- (3) Measurement. Light levels shall be measured in footcandles with a direct reading, portable light meter. Measurements shall be taken along a horizontal plane at a height of three and one-half (3½) feet above the ground.
- (54) Luminaire height.
  - A. The total height of exterior lights shall not exceed the following height regulations. Height shall be measured from the average grade surrounding each light pole or structure to the top of the light fixture:

District	Maximum Height
R-1, R-2, and R-3	15 feet
R-4, O-C, M-U, P-F, C-S, C-1, and C-2	20 feet
C-3 and I-1	25 feet

- ~~A. The maximum luminaire height in the C-3 and I-1 Districts shall be twenty-five (25) feet.~~
- ~~B. The maximum luminaire height in all other districts shall be ten (10) feet unless authorized by Planning Commission.~~
- CB. The Planning Commission may approve greater heights upon a showing by the applicant that the additional height complies with both of the following standards:
  1. The additional height is necessary to efficiently illuminate outdoor areas; and
  2. The additional height will have no adverse effect on adjacent properties.
- (65) Glare. Exterior lighting shall be designed and maintained so that glare is not cast on adjacent properties, regardless of use, or on adjacent streets. All luminaries shall be cut-off types which includes shields or other devices which eliminate all light above an angle of eighty-five (85) degrees, as measured from the vertical axis of the light source. For the purpose of this subsection, "glare" means the brightness of a light source which causes eye discomfort.
- (76) Lighting plan submission. Site plans submitted to the Planning Commission shall include ~~data analyses~~ *an exterior lighting plan*, prepared by persons competent to do so, *illustrating* that the proposed exterior lighting system complies with the standards in this section. *A photometric plan shall be required when a multi-family residential use or a nonresidential use is proposed to be located adjacent to a lot located in a residential district or that is occupied by an existing residential use.*

## **Fitness Facility**

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### **-CHAPTER 1105 – Definitions-**

#### **CHAPTER 1105**

#### **Definitions**

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**1105.52 Fence.**

**1105.53 Financial institution.**

**1105.53-1 Fitness facility.**

**1105.54 Floor area.**

**1105.55 Frontage.**

**1105.56 Funeral home.**

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#### **1105.53-1 FITNESS FACILITY.**

*"Fitness Facility" means a facility where patrons participate in exercise or similar activities designed to improve and preserve physical fitness, including a health club, gym, CrossFit center, or other similar facility. This definition shall not include a "Recreational Facility".*

#### **1105.122 PERSONAL OR PROFESSIONAL SERVICE.**

"Personal or professional service" means any for profit service enterprise or occupation involving the dispensation of a licensed service (excluding medical services) primarily to the general public such as: health club, day spa, ~~fitness facility~~, shoe repair, barber shop, beauty salon, bank or other federally insured financial institution, laundromat, *music studio*, real estate agency, bookkeeper, tax accountant, plumber or electrician. Personal or professional services do not include sexually oriented businesses.

**-CHAPTER 1133 – C-1 Local Commercial District-**

**1133.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Club <sup>9, 11, 13</sup>	Bar or Tavern
	Conservation Use	Bed and Breakfast Inn <sup>11, 13</sup>
	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>
	Publicly Owned or Operated Governmental Facility <sup>3, 7</sup>	<i>Fitness Facility</i>
	Public Utility <sup>1, 10, 11</sup>	Hospital <sup>1, 3, 7, 9, 11, 13</sup>
	Religious Place of Worship <sup>1, 3, 7, 11</sup>	Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>
	Urban Garden	Personal or Professional Services with Drive Through <sup>2, 7, 15</sup>
		Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions
		Restaurant



**-CHAPTER 1135 – C-2 Central Business District-**

**1135.05 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Attached Single-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area <sup>24</sup>	Conservation Use	Bed and Breakfast Inn <sup>11, 13</sup>
Multi-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area <sup>24</sup>	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	Conference Center, Banquet Facility, or Meeting Hall
	Public Utility <sup>1, 10, 11</sup>	<i>Fitness Facility</i>
	Religious Place of Worship <sup>1, 3, 7, 11</sup>	Hospital <sup>1, 3, 7, 9, 11, 13</sup>
	Urban Garden	Hotel or Motel
		Major or Minor Motor Vehicle Repair <sup>7, 15, 21, 23</sup>
		Mixed Use Building - Including First Floor Residential Units in the Public Square Area
		Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>
		Motor Vehicle Sales <sup>15</sup>
		Museum
		Outdoor Dining <sup>28</sup>
		Personal or Professional Services with Drive Through <sup>2</sup>
		Research and Development Laboratory with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive Through or Drive-In <sup>2, 7, 15</sup>

**-CHAPTER 1137 – C-3 General Commercial District-**

**1137.02 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the C-3 General Commercial District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
None	Club	Bar or Tavern
	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		<i>Fitness Facility</i>
		Funeral Home
		Hotel or Motel
		Mixed Use Building - Residential Excluded from Ground Level Floor
		Minor Motor Vehicle Repair
		Motor Vehicle Sales
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Plant Greenhouse
		Restaurant
		Retail Business less than or equal to 80,000 square feet in Size
		Veterinary Office or Hospital in an Enclosed Building
		Other Similar Uses as Determined by the Planning Commission

**-CHAPTER 1141 – I-1 Industrial District-**

**1141.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
None	Conservation Use	Building Materials Sales Yard and Lumber Yard
	Educational Institution- Technical School, Vocational School, College, or University	Car Wash <sup>2</sup>
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard - Must be Completely Enclosed if Facing a Residential District
		Crematorium
		<i>Fitness Facility</i>
		Heavy Manufacturing <sup>17, 26, 27</sup>
		Motor Vehicle Sales - Only including Rental and Minor Repair Work
		Recreation Facility
		Retail Business

## Short Term Rentals

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### -CHAPTER 1105 – Definitions-

#### CHAPTER 1105 Definitions

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#### 1105.134 Setback.

#### 1105.135 Sexually oriented business.

#### 1105.135-1 Short term rental.

#### 1105.136 Sign.

#### 1105.137 Sign face.

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#### 1105.09 BED AND BREAKFAST INN.

"Bed and breakfast inn" means a structure in which paying guests are lodged on an overnight basis, and may be served breakfast in connection with their lodging. Meals shall be served only to guests. The owner or operator of a bed and breakfast inn shall live on the premises.

#### 1105.047 DWELLING UNIT.

"Dwelling unit" means one or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for the same, and including a room or rooms for living, sleeping and eating.

#### 1105.068 HOTEL.

"Hotel" means a building in which lodging is provided and offered to the public for compensation and which is open to transient guests, as distinguished from a boarding house and/or a lodging house where all rooms are accessed through an inside lobby or interior corridor where additional ancillary services such as a restaurant, meeting rooms and fitness facilities may be provided. See "Motel".

#### 1105.99 MOTEL.

"Motel" means any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed as overnight sleeping quarters for tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motor lodges and tourists courts where each sleeping room is accessed from the exterior of the building. Additional accessory services such as restaurants, meeting rooms and fitness facilities may be an integral part of the motel facility.

#### 1105.135-1 SHORT TERM RENTAL.

*"Short term rental" means the rental of a single dwelling unit in which lodging is provided and offered to the public for compensation and which is open to transient guests. This definition shall not include a "Hotel", "Motel", or "Bed and Breakfast Inn".*

**-CHAPTER 1125 – R-2 Medium Density Urban Residential District -**

**1123.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R- 2 Medium Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Cemetery <sup>3, 7, 16</sup>	None <i>Short Term Rental</i>
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School <sup>1, 3, 5, 6, 11</sup>	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility <sup>1, 3, 4, 5, 9, 11, 18, 19</sup>	
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	
	Religious Place of Worship <sup>1, 3, 7, 11, 12</sup>	

**-CHAPTER 1125 – R-3 High Density Urban Residential District-**

**1125.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R-3 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Cemetery <sup>3, 7, 16</sup>	None <i>Short Term Rental</i>
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School <sup>1, 3, 5, 6, 11</sup>	
<b>Manufactured Housing Park or Mobile Home Park</b> <sup>3, 5, 7, 8, 9, 10, 11, 13, 20, 22</sup>	Educational Institution - Junior High School, Middle School, Intermediate School, and High School <sup>1, 3, 5, 7, 11</sup>	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility <sup>1, 3, 4, 5, 9, 11, 18, 19</sup>	
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	
	Religious Place of Worship <sup>1, 3, 7, 11, 12</sup>	

**-CHAPTER 1129 – M-U Multi-Use District-**

**1129.02 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the M-U Multi-Use District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Single-Family Attached Dwelling	None	Bed and Breakfast Inn
Single-Family Detached Dwelling		Convenience Retail
Two-Family Dwelling		Funeral Home
		Office
		Personal or Professional Services without a Drive Through
		<i>Short Term Rental</i>

**-CHAPTER 1135 – C-2 Central Business District-**

**1135.03 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the C-2 Central Business District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Attached Single-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Club	Bar or Tavern
Multi-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Restaurant
		Retail Business
		<i>Short Term Rental</i>
		Other Similar Uses as Determined by the Planning Commission

**-Chapter 1145 – Off Street Parking and Circulation-**

**1145.04 SCHEDULE OF PARKING REQUIREMENTS AND STANDARDS.**

- (a) Schedule of Parking Requirements. Accessory off-street parking spaces shall be provided not less than as set forth in the following schedule:

Commercial Uses	Formula
Sexually Oriented Business	One (1) space for each 200 square feet of gross floor area.
<i>Short Term Rental</i>	<i>One (1) space for each bedroom.</i>
Veterinary Office or Hospital	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

**-Chapter 1155 – Supplemental Regulations-**

**CHAPTER 1155**

**Supplemental Regulations**

1155.01 Fences.

1155.02 Performance standards.

1155.03 Portable storage units.

1155.04 Outdoor vending machines and carrier service boxes.

1155.05 Dumpsters, recycling and donation boxes.

1155.06 Solar panels.

1155.07 Home occupation.

1155.08 Parking and occupancy of boats, camping vehicles, motor home/recreational vehicle, and trailers in residential districts.

1155.09 Parking of commercial vehicles, buses, trailers or trucks in residential districts.

1155.10 Regulations for drive-in, drive-through, or carry-out eating and drinking establishments.

1155.11 Outdoor storage and outdoor display of bulk goods in commercial and industrial districts.

1155.12 Outdoor storage in residential districts.

1155.13 In-law suites.

1155.14 Wind turbine and wind energy systems.

1155.15 Pedestrian connection.

1155.16 *Short term rentals.*

**1155.16 SHORT TERM RENTALS.**

- (a) *The maximum overnight occupancy of a short term rental shall not exceed two (2) persons per bedroom, plus two (2) additional people.*
- (b) *The hosting of events including, but not limited to, weddings, receptions, parties, or similar gatherings shall not be permitted at short term rentals.*
- (c) *A short term rental shall only be permitted within four thousand (4,000) feet of the Medina Uptown Park which is bound by East Liberty Street, South Broadway Street, East Washington Street, and South Court Street.*

**Proposed Amendments to  
the Zoning Code:  
Part Eleven of the  
City of Medina Codified  
Ordinances**

**10/15/2024**



## Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review

### -Chapter 1107 – Administration and Enforcement-

#### **1107.06 ZONING ORDINANCE AMENDMENT APPLICATION.**

A proposed amendment to the text or map of this Ordinance may be recommended or requested by the Planning Commission, Council, the Administration or any other citizen or property owner of Medina.

The application for such amendment shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed amendment at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, recommend to Council the approval, approval with modification, or disapproval of the proposed amendment. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.

#### **1107.08 APPEALS AND VARIANCES.**

- (e) Review by the Board. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Board. Notice of the hearing shall be published in a newspaper of general circulation in the City at least ten (10) days prior to the date of the hearing, and sent by mail or personal delivery to the owners of property for which a variance request is being considered, and to all owners of property adjacent to and directly across the street from the property in question. At the hearing, a party may appear in person or by agent or by attorney.
- (f) Decision by the Board. The concurring vote of three (3) members of the Board shall be necessary to reverse an order, requirement, decision, or determination of the Planning Director, or to decide in favor of the applicant any matter upon which they are required to pass judgment. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination, in accordance with the guidelines set forth herein. The Board shall render a decision within forty-five (45) days of the Board's initial meeting. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.

To that end, the Board shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit. With an affirmative decision, the Board may impose conditions. The decision of the Board shall be final, but the City, with approval by the Council, or any person having an interest affected by a decision of the Board, may appeal to the Court of Common Pleas, and to any Court of final jurisdiction.

**-Chapter 1109 – Site Plan-**

**1109.01 PURPOSE.**

Before the issuance of a zoning certificate or conditional zoning certificate, the Planning Commission or Planning Director shall review and approve site plans as identified below.

- (a) Site plan review by the Planning Commission shall be required for the following:
- (1) New Construction or Initial Development. New construction of a principal building or initial development of a site, with the exception of a single-family residential use or two-family residential use;
  - (2) Floor Area Increase - Major. An increase in floor area of a principal nonresidential building by more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;
  - (3) Nonresidential Accessory Building - Major. New construction or increase in floor area of a nonresidential accessory building with a floor area greater than two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;
  - (4) Outdoor Use - Major. Establishment or expansion of a nonresidential outdoor use of more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;
  - (5) Parking Lot - New or Major Expansion. Establishment of a parking lot or the expansion of an existing parking lot of more than thirty percent (30%) of the existing spaces;
  - (6) Facade Alterations - Major. Facade alterations to a multi-family residential or nonresidential building which alter the building's existing architectural character;
  - (7) Multi-Family Dwelling Unit Increase. An increase in the number of dwelling units for a multi-family residential use; or
  - (8) New Street Construction. Any development that requires off-site construction of a new street or road.
- (b) Site plans for the following may be reviewed and approved by the Planning Director. If the Planning Director determines that the project is beyond the scope of a minor development, he/she shall forward the site plan to the Planning Commission for review and approval.
- (1) Single or Two-Family Residential Uses. New construction or an increase in floor area of a principal building with a single-family residential use or two-family residential use;
  - (2) Floor Area Increase - Minor. An increase in floor area of a nonresidential building by less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or less than or equal to ten thousand (10,000) square feet for properties located in the I-1 zoning district;
  - (3) Accessory Building - Minor. New construction or increase in floor area of any residential accessory building or a nonresidential accessory building with a floor area less than or equal to two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;
  - (4) Outdoor Use - Minor. Establishment or expansion of a nonresidential outdoor use of less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;
  - (5) Parking Lot - Minor Expansion. Expansion of an existing parking lot of less than or equal to thirty percent (30%) of the existing spaces; or

- (6) Facade Alterations - Minor. Facade alterations to any single-family residential building or two-family residential building or facade alterations to a multi-family residential or nonresidential building which do not alter the existing architectural character.

**1109.02 APPLICATION PROCEDURE.**

Any application for site plan review as provided for by this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. Notice of the application shall be sent by mail or personal delivery to the owners of property for which the application is being considered, and to all owners of property adjacent to and directly across the street from the property in question. The Planning Commission shall review the proposed site plan at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting. The Planning Commission's review and action shall be based on the following standards:

**-CHAPTER 1153 – Conditional Zoning Certificates-**

**1153.02 PROCEDURES FOR MAKING APPLICATION.**

Any application for a conditional zoning certificate for any land or structure permitted under this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review by Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed conditional zoning certificate at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.
  
- (g) Termination. The conditional zoning certificate shall become void at the expiration of one (1) year after the date of issuance unless the conditionally permitted use has commenced for applications that do not include the construction of a new building. The conditional zoning certificate shall become void at the expiration of two (2) years after the date of issuance unless the conditionally permitted use has commenced for applications that include the construction of a new building.

**Fencing**

**-Chapter 1155 – Supplemental Regulations-**

**1155.01 FENCES.**

(c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:

(1) Fence Height Limits and Exceptions.

District	Front Yard (height in feet)	Front Yard with Side Street Lot Line (height in feet)	Side Yard (height in feet)	Rear Yard (height in feet)
R-1, R-2, R-3, and R-4 or M-U with a Residential Use	3 <sup>5</sup>	3 <sup>4</sup>	6 <sup>1</sup>	6 <sup>1</sup>
C-S, C-1, C-2, and C-3 or M-U with a Nonresidential Use	3 <sup>2</sup>	3 <sup>4</sup>	10 <sup>3</sup>	10 <sup>3</sup>
I-1	6 <sup>2,3</sup>	6 <sup>2,3</sup>	10 <sup>3</sup>	10 <sup>3</sup>
O-C and P-F	8 <sup>3</sup>	8 <sup>3</sup>	8 <sup>3</sup>	8 <sup>3</sup>

Exceptions:

<sup>1</sup>Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.

<sup>2</sup>Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.

<sup>3</sup>Barbed wire not to exceed twelve (12) inches in height may be added to the top of the fence.

<sup>4</sup>Fences set back fifteen (15) feet or more from the side street lot line may be six (6) feet in height. Fences set back less than fifteen (15) feet from the side street lot line may be up to six (6) feet in height with approval from the Planning Commission if the Commission finds the fence does not obstruct pedestrian or vehicular visibility and is compatible with the surrounding area.

<sup>5</sup>For lots with double frontage, fence heights may be increased to six (6) feet in the yard located opposite the building's front facade.

(d) Materials.

- (1) No fence, with the exception of fences used for agricultural purposes, shall contain an electric charge.
- (2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted in I-1, O-C, and P-F districts.
- (3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.
- (4) The finished or most decorative side of the fence shall face away from the property erecting the fence.
- (5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

## Roofed Porch Setbacks

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### -CHAPTER 1113 – Zoning Districts; General Regulations-

#### 1113.05 GENERAL USE REGULATIONS.

- (k) Projections into Yard Areas. Every part of a required yard shall be open to the sky unobstructed, except for accessory buildings in a rear yard, and except for the ordinary projections of skylights, sills, belt-courses, cornices and ornamental features projecting not to exceed twelve (12) inches.
- (1) Terraces, uncovered porches, platforms and ornamental features which do not extend more than three (3) feet above the level of the ground (first) story may project into a required side yard, provided these projections are distant at least two (2) feet from the adjacent lot line.
  - (2) The ordinary projections of chimneys or flues are permitted into the required side, rear and front yards.
  - (3) An open unenclosed porch or paved terrace may project into the required front and rear yard for a distance not to exceed ten (10) feet.
  - (4) A roofed porch with walls that are fifty percent (50%) enclosed or less may project into the required rear yard a distance not to exceed ten (10) feet.

## Parking Lot Lighting

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### -CHAPTER 1145 – Off-Street Parking and Circulation-

#### 1145.09 PARKING AREA DESIGN.

- (c) Illumination of Parking Areas. Parking and circulation areas, pedestrian areas, and related outdoor areas shall be illuminated to provide safety and security to users of these areas, to provide security for property, and to maintain privacy for adjacent properties. Exterior lighting shall be designed, installed, and maintained according to the following standards:
- (1) Illumination levels. Illumination shall be consistent across the site and shall be designed so as not to generate dark spots that create safety issues in vehicular use and pedestrian areas.
  - (2) Light trespass. In order to maintain privacy, exterior lighting shall be designed and maintained to provide a maximum of one (1) horizontal footcandle illumination at side or rear property lines which are adjacent to a residential use or zoning district.
  - (3) Measurement. Light levels shall be measured in footcandles with a direct reading, portable light meter. Measurements shall be taken along a horizontal plane at a height of three and one-half (3½) feet above the ground.
  - (4) Luminaire height.
    - A. The total height of exterior lights shall not exceed the following height regulations. Height shall be measured from the average grade surrounding each light pole or structure to the top of the light fixture:

District	Maximum Height
R-1, R-2, and R-3	15 feet
R-4, O-C, M-U, P-F, C-S, C-1, and C-2	20 feet
C-3 and I-1	25 feet

- B. The Planning Commission may approve greater heights upon a showing by the applicant that the additional height complies with both of the following standards:
  1. The additional height is necessary to efficiently illuminate outdoor areas; and

2. The additional height will have no adverse effect on adjacent properties.
- (5) Glare. Exterior lighting shall be designed and maintained so that glare is not cast on adjacent properties, regardless of use, or on adjacent streets. All luminaries shall be cut-off types which includes shields or other devices which eliminate all light above an angle of eighty-five (85) degrees, as measured from the vertical axis of the light source. For the purpose of this subsection, "glare" means the brightness of a light source which causes eye discomfort.
- (6) Lighting plan submission. Site plans submitted to the Planning Commission shall include an exterior lighting plan, prepared by persons competent to do so, illustrating that the proposed exterior lighting system complies with the standards in this section. A photometric plan shall be required when a multi-family residential use or a nonresidential use is proposed to be located adjacent to a lot located in a residential district or that is occupied by an existing residential use.

## **Fitness Facility**

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### **-CHAPTER 1105 – Definitions-**

#### **CHAPTER 1105**

#### **Definitions**

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**1105.52 Fence.**

**1105.53 Financial institution.**

**1105.53-1 Fitness facility.**

**1105.54 Floor area.**

**1105.55 Frontage.**

**1105.56 Funeral home.**

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#### **1105.53-1 FITNESS FACILITY.**

"Fitness Facility" means a facility where patrons participate in exercise or similar activities designed to improve and preserve physical fitness, including a health club, gym, CrossFit center, or other similar facility. This definition shall not include a "Recreational Facility".

#### **1105.122 PERSONAL OR PROFESSIONAL SERVICE.**

"Personal or professional service" means any for profit service enterprise or occupation involving the dispensation of a licensed service (excluding medical services) primarily to the general public such as: health club, day spa, shoe repair, barber shop, beauty salon, bank or other federally insured financial institution, laundromat, music studio, real estate agency, bookkeeper, tax accountant, plumber or electrician. Personal or professional services do not include sexually oriented businesses.



**-CHAPTER 1133 – C-1 Local Commercial District-**

**1133.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Club <sup>9, 11, 13</sup>	Bar or Tavern
	Conservation Use	Bed and Breakfast Inn <sup>11, 13</sup>
	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>
	Publicly Owned or Operated Governmental Facility <sup>3, 7</sup>	Fitness Facility
	Public Utility <sup>1, 10, 11</sup>	Hospital <sup>1, 3, 7, 9, 11, 13</sup>
	Religious Place of Worship <sup>1, 3, 7, 11</sup>	Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>
	Urban Garden	Personal or Professional Services with Drive Through <sup>2, 7, 15</sup>
		Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions
		Restaurant

**-CHAPTER 1135 – C-2 Central Business District-**

**1135.05 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Attached Single-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area <sup>24</sup>	Conservation Use	Bed and Breakfast Inn <sup>11, 13</sup>
Multi-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area <sup>24</sup>	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	Conference Center, Banquet Facility, or Meeting Hall
	Public Utility <sup>1, 10, 11</sup>	Fitness Facility
	Religious Place of Worship <sup>1, 3, 7, 11</sup>	Hospital <sup>1, 3, 7, 9, 11, 13</sup>
	Urban Garden	Hotel or Motel
		Major or Minor Motor Vehicle Repair <sup>7, 15, 21, 23</sup>
		Mixed Use Building - Including First Floor Residential Units in the Public Square Area
		Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>
		Motor Vehicle Sales <sup>15</sup>
		Museum
		Outdoor Dining <sup>28</sup>
		Personal or Professional Services with Drive Through <sup>2</sup>
		Research and Development Laboratory with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive Through or Drive-In <sup>2, 7, 15</sup>

**-CHAPTER 1137 – C-3 General Commercial District-**

**1137.02 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the C-3 General Commercial District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
None	Club	Bar or Tavern
	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Fitness Facility
		Funeral Home
		Hotel or Motel
		Mixed Use Building - Residential Excluded from Ground Level Floor
		Minor Motor Vehicle Repair
		Motor Vehicle Sales
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Plant Greenhouse
		Restaurant
		Retail Business less than or equal to 80,000 square feet in Size
		Veterinary Office or Hospital in an Enclosed Building
		Other Similar Uses as Determined by the Planning Commission

**-CHAPTER 1141 – I-1 Industrial District-**

**1141.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
None	Conservation Use	Building Materials Sales Yard and Lumber Yard
	Educational Institution- Technical School, Vocational School, College, or University	Car Wash <sup>2</sup>
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard - Must be Completely Enclosed if Facing a Residential District
		Crematorium
		Fitness Facility
		Heavy Manufacturing <sup>17, 26, 27</sup>
		Motor Vehicle Sales - Only including Rental and Minor Repair Work
		Recreation Facility
		Retail Business

## **Short Term Rentals**

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### **-CHAPTER 1105 – Definitions-**

#### **CHAPTER 1105**

#### **Definitions**

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#### **1105.134 Setback.**

#### **1105.135 Sexually oriented business.**

#### **1105.135-1 Short term rental.**

#### **1105.136 Sign.**

#### **1105.137 Sign face.**

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#### **1105.09 BED AND BREAKFAST INN.**

"Bed and breakfast inn" means a structure in which paying guests are lodged on an overnight basis, and may be served breakfast in connection with their lodging. Meals shall be served only to guests. The owner or operator of a bed and breakfast inn shall live on the premises.

#### **1105.047 DWELLING UNIT.**

"Dwelling unit" means one or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for the same, and including a room or rooms for living, sleeping and eating.

#### **1105.068 HOTEL.**

"Hotel" means a building in which lodging is provided and offered to the public for compensation and which is open to transient guests, as distinguished from a boarding house and/or a lodging house where all rooms are accessed through an inside lobby or interior corridor where additional ancillary services such as a restaurant, meeting rooms and fitness facilities may be provided. See "Motel".

#### **1105.99 MOTEL.**

"Motel" means any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed as overnight sleeping quarters for tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motor lodges and tourists courts where each sleeping room is accessed from the exterior of the building. Additional accessory services such as restaurants, meeting rooms and fitness facilities may be an integral part of the motel facility.

#### **1105.135-1 SHORT TERM RENTAL.**

"Short term rental" means the rental of a single dwelling unit in which lodging is provided and offered to the public for compensation and which is open to transient guests. This definition shall not include a "Hotel", "Motel", or "Bed and Breakfast Inn".

**-CHAPTER 1125 – R-2 Medium Density Urban Residential District -**

**1123.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R-2 Medium Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Cemetery <sup>3, 7, 16</sup>	Short Term Rental
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School <sup>1, 3, 5, 6, 11</sup>	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility <sup>1, 3, 4, 5, 9, 11, 18, 19</sup>	
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	
	Religious Place of Worship <sup>1, 3, 7, 11, 12</sup>	

**-CHAPTER 1125 – R-3 High Density Urban Residential District-**

**1125.04 CONDITIONALLY PERMITTED USES.**

The following uses shall be permitted as conditionally permitted uses in the R-3 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Assisted Living Facility, Independent Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	Cemetery <sup>3, 7, 16</sup>	Short Term Rental
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School <sup>1, 3, 5, 6, 11</sup>	
<b>Manufactured Housing Park or Mobile Home Park</b> <sup>3, 5, 7, 8, 9, 10, 11, 13, 20, 22</sup>	Educational Institution - Junior High School, Middle School, Intermediate School, and High School <sup>1, 3, 5, 7, 11</sup>	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility <sup>1, 3, 4, 5, 9, 11, 18, 19</sup>	
	Publicly Owned or Operated Government Facility <sup>3, 7, 8, 11</sup>	
	Religious Place of Worship <sup>1, 3, 7, 11, 12</sup>	

**-CHAPTER 1129 – M-U Multi-Use District-**

**1129.02 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the M-U Multi-Use District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Single-Family Attached Dwelling	None	Bed and Breakfast Inn
Single-Family Detached Dwelling		Convenience Retail
Two-Family Dwelling		Funeral Home
		Office
		Personal or Professional Services without a Drive Through
		Short Term Rental

**-CHAPTER 1135 – C-2 Central Business District-**

**1135.03 PRINCIPALLY PERMITTED USES.**

The following uses shall be permitted in the C-2 Central Business District:

<b>Residential</b>	<b>Public/Semi-Public</b>	<b>Commercial</b>
Attached Single-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Club	Bar or Tavern
Multi-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Restaurant
		Retail Business
		Short Term Rental
		Other Similar Uses as Determined by the Planning Commission

**-Chapter 1145 – Off Street Parking and Circulation-**

**1145.04 SCHEDULE OF PARKING REQUIREMENTS AND STANDARDS.**

- (a) Schedule of Parking Requirements. Accessory off-street parking spaces shall be provided not less than as set forth in the following schedule:

<b>Commercial Uses</b>	<b>Formula</b>
<b>Sexually Oriented Business</b>	One (1) space for each 200 square feet of gross floor area.
<b>Short Term Rental</b>	One (1) space for each bedroom.
<b>Veterinary Office or Hospital</b>	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

**-Chapter 1155 – Supplemental Regulations-**

**CHAPTER 1155**

**Supplemental Regulations**

**1155.01 Fences.**

**1155.02 Performance standards.**

**1155.03 Portable storage units.**

**1155.04 Outdoor vending machines and carrier service boxes.**

**1155.05 Dumpsters, recycling and donation boxes.**

**1155.06 Solar panels.**

**1155.07 Home occupation.**

**1155.08 Parking and occupancy of boats, camping vehicles, motor home/recreational vehicle, and trailers in residential districts.**

**1155.09 Parking of commercial vehicles, buses, trailers or trucks in residential districts.**

**1155.10 Regulations for drive-in, drive-through, or carry-out eating and drinking establishments.**

**1155.11 Outdoor storage and outdoor display of bulk goods in commercial and industrial districts.**

**1155.12 Outdoor storage in residential districts.**

**1155.13 In-law suites.**

**1155.14 Wind turbine and wind energy systems.**

**1155.15 Pedestrian connection.**

**1155.16 Short term rentals.**

**1155.16 SHORT TERM RENTALS.**

- (a) The maximum overnight occupancy of a short term rental shall not exceed two (2) persons per bedroom, plus two (2) additional people.
- (b) The hosting of events including, but not limited to, weddings, receptions, parties, or similar gatherings shall not be permitted at short term rentals.
- (c) A short term rental shall only be permitted within four thousand (4,000) feet of the Medina Uptown Park which is bound by East Liberty Street, South Broadway Street, East Washington Street, and South Court Street.



**ORDINANCE NO. 201-24**

**AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO ROCCO MASONRY FOR THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The Service Director has requested to increase Purchase Order #2024-739 from \$35,000.00 to \$55,000.00, which requires the Council’s approval.

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

**SEC. 1:** That the increase to Purchase Order #2024-739 from \$35,000.00 to \$55,000.00 is hereby authorized for the Service Department.

**SEC. 2:** That the funds to cover this expenditure are available in Account No. 108-0610-54414.

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to pay the contractor as soon as possible; 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. 202-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 77-24, PASSED APRIL 9, 2024, RELATIVE TO THE AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC. FOR THE US 42 RESURFACING PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 77-24, passed April 9, 2024, authorized an Agreement with American Structurepoint, Inc. to provide engineering and design services for the US 42 Resurfacing Project (Homestead to Lafayette); and

**WHEREAS:** Recently the City of Medina was informed that our grant application to the Ohio Department of Transportation (ODOT) for funds to construct pedestrian safety improvements had been approved; and

**WHEREAS:** American Structurepoint has submitted their proposal for the additional costs to complete the safety enhancement design, requiring an increase of \$56,400.00 to the original Agreement.

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

**SEC. 1:** That Ordinance No. 77-24, passed April 9, 2024, is hereby amended to state that the Mayor is authorized to enter into the amended Agreement with American Structure Point.

**SEC. 2:** That the funds to cover the increase to the Agreement, in the amount of \$56,400.00, is hereby authorized for the Engineering Department.

**SEC. 3:** That a copy of the Amendment 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to proceed with the project as soon as possible; 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**

AMENDMENT TO OWNER-ENGINEER AGREEMENT

ORD. 202-24  
Exh. A

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: City of Medina, Ohio
- c. Engineer: American Structurepoint, Inc.
- d. Project: MED-42-16.78 US 42 Resurfacing (City of Medina), PID 119446

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"  
Engineer's Fee Proposal dated October 15, 2024

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature below.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

This is **Attachment 1**, consisting of 1 pages, to Amendment No. 1.

### **Modifications**

---

1. Engineer shall perform the following Additional Services:

Paragraph 3 of the EJCDC E-520 preamble is modified to read as follows:

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposals dated March 15, 2024 and October 15, 2024 ("Services").

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Paragraph 2.02.A.1 is modified to read as follows:

1. For the Base Services, a Lump Sum amount of ~~\$111,083.00~~ \$167,483.00, an increase of \$56,400.

**ORDINANCE NO. 203-24**

**AN ORDINANCE ACCEPTING THE APPRAISALS (FAIR MARKET VALUE ESTIMATES) FOR THE WEST SMITH ROAD WATER LINE BORE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** In order to complete the installation of a new water line beneath the railroad tracks on West Smith, the City must acquire three easements; and

**WHEREAS:** In order for the City’s right-of-way consultant (O. R. Colan) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE) for the project.

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

**SEC. 1:** That the City of Medina hereby authorizes the appraisals of O.R. Colan, and accepts the Fair Market Value (FMVE) for the following parcels as follows:

<u>Property #</u>	<u>Address</u>	<u>Parcel</u>	<u>FMVE</u>
1	223 West Smith	028-19A-21-273	\$ 3,600.00
2	213 West Smith	028-19A-21-272	\$ 450.00
3	232 West Smith	028-19C-05-146	\$ 7,100.00
4	238 West Smith	028-19C-05-145	<u>\$ 2,850.00</u>
		TOTAL	\$14,000.00

**SEC. 2:** That the Mayor is hereby authorized to sign each FMVE appraisal authorizing the Consultant to proceed with the acquisition.

**SEC. 3:** That the funds to cover these appraisals in the amount of \$14,000.00, are available in Account No. 108-0610-54411.

**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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the sometimes lengthy process; 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**

VALUE ANALYSIS  
(\$10,000 OR LESS)

OWNER'S NAME

Nicholas S. Nagorka

COUNTY Medina  
ROUTE W. Smith Road  
SECTION 112540  
PARCEL NO. 028-19A-21-273  
PROJECT I.D. NO. N/A

Subject			APN		
Address/Location	Zoning	Utilities	Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
223 W. Smith Road, Medina, Ohio	C-2; Central Business	All City	0.404	Acres	Commercial Development

**Comments**  
The total subject area is 0.404 acres (17,576 square feet) gross and net of roadways. It is located at 223 W. Smith Road, Medina, Medina County, Ohio. It is owned by Nicholas S. Nagorka and consists of undeveloped land. The property has 93.37 feet of frontage on W. Smith Road. There is an active rail line that runs along W. Smith Road diagonally in front of the property. It is rectangular in shape and has a maximum depth of 188.04 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level at the western portion and slightly sloping along the eastern side of the site. The property is zoned C-2; Central Business which permits attached single-family dwellings within a mixed use building, clubs, passenger transportation agency and terminal, bar or tavern, clinic, a variety of general commercial uses, office, parking, and a variety of conditionally permitted uses. There is no minimum lot size or yard requirements. The maximum height is 40 feet. The property conforms to the zoning requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-21-273. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.404 (net) acres. The last sale of the property was on June 16, 2020 and transferred from Shawn G. Payne to Nicholas S. Nagorka for \$25,000 via Warranty Deed. The buyer obtained seller financing. The sale represents the value of the site as of the sale date. As if vacant, the highest and best use of the site is for commercial development.

Comparable Sales				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	4140 Pearl Road, Medina Township	Commercial Development	Public Record and Broker	6/4/2021
APN(s)		Zoning	Utilities	Sale Price
026-06C-12-055		Intensive Business	All City	\$825,000
				Parcel Size (net)
				1.116 acres
			Unit Value Indication	\$739,247 per acre/ \$16.97 per s.f.

**Comments**  
This was an arm's length sale of a 1.116-acre parcel of land in Medina Township. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	332 S. Elmwood Avenue, Medina	Commercial Development	Public Record	8/31/2023
APN(s)		Zoning	Utilities	Sale Price
028-19C-05-151 and 028-19C-05-155		C-2; Central Business	All City	\$130,000
				Parcel Size (net)
				0.332 acres
			Unit Value Indication	\$391,566 per acre/ \$8.99 per s.f.

**Comments**  
This was an arm's length sale of a 0.332-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is flag shaped and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	18268 Pearl Road, Strongsville	Commercial Development	Public Record	3/30/2023
APN(s)		Zoning	Utilities	Sale Price
394-26-009		GB; General Business	All City	\$375,000
				Parcel Size (net)
				0.96 acres
			Unit Value Indication	\$390,625 per acre/ \$8.97 per s.f.

**Comments**





This was an arm's length sale of a 0.96-acre parcel of land in the City of Strongsville. It was a cash to seller sale. The parcel is a corner lot and mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

**Overall Comments / Reconciliation**

**Comments**

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$8.97 to \$16.97 per s.f., with an average of \$11.64 and a median of \$8.99 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$10.00 per s.f.

Reconciled Value: \$10.00 per s.f.

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-21-273	1,220 s.f.	25%	N/A	\$10.00/s.f.	Utility Easement	\$3,050
028-19A-21-273	523 s.f.	10%	1 year	\$10.00/s.f.	Temporary Construction Easement	\$550
<b>Total:</b>						<b>\$3,600</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
<b>Total:</b>						<b>\$0.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
<b>Total:</b>		<b>\$0.00</b>

**Preparers Conclusion**

**Comments**

The purpose of the project is for the installation of a waterline along W. Smith Road.

The acquisition consists of a Utility Easement that contains 0.028 net acre or 1,220 net square feet. It is located along the southern property line and is irregular in shape. The maximum depth is 31.93 feet and runs along W. Smith Road for 52.20 feet. The purpose of the acquisition is for the installation of the watermain. The land in the easement area has been valued at 25% of the value of the underlying land based upon the percentage of rights being acquired, the waterline easement is a subsurface easement located along the road in the setback area.

After the acquisition, the property will contain 0.404 net acre or 17,576 net square feet that will be encumbered by a 0.028 acre or 1,220 square foot waterline easement. The residue conforms to the minimum site size and setback requirements. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Additionally, there is a temporary construction easement. The temporary construction easement consists of 0.012 acre or 523 square feet of land which is located to the north of the utility easement at the southeastern portion of the property. It is rectangular in shape and has a maximum width of 21.69 feet and a maximum depth of 21.69 feet. The acquisition is needed for the installation of the watermain. The temporary construction easement will last for 1 year.

The temporary rental rate has been based upon a basic interest rate reflecting a reasonable return on a comparable investment. This rate has been established at 8% based on a typical rate for a security of comparable risk. Since real estate taxes and administration are expenses incurred by the owner during the period of occupancy, an allowance for these items has to be applied in order to derive the final rate. This allowance has been estimated at 2%, so the total rate applied was 10%.

Total Estimated Compensation: \$3,600


**FMVE Conclusion**

**Comments**

The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$3,600



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	September 27, 2024

Signature	
Signature	
Typed Name:	
Title:	
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$3,600
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

REQUIRED ATTACHMENTS
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legals Map of Comparable Sales Qualifications of Appraiser

**JURISDICTIONAL EXCEPTION DISCLOSURE:**

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
  - (3) Appraisal, waiver thereof, and invitation to owner:
    - (b) An appraisal is not required if:
      - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
        - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.



**VALUE ANALYSIS  
(\$10,000 OR LESS)**

OWNER'S NAME

John H. Chiller Jr. and Mary Chiller

COUNTY Medina  
ROUTE W. Smith Road  
SECTION 112540  
PARCEL NO. 028-19A-21-272  
PROJECT I.D. NO. N/A

Subject			APN		
Address/Location	Zoning	Utilities	Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
213 W. Smith Road, Medina, Ohio	C-2; Central Business	All City	0.177	Acres	Commercial Use

**Comments**  
The total subject area is 0.177 acres (7,697 square feet) gross and net of roadways. It is located at 213 W. Smith Road, Medina, Medina County, Ohio. It is owned by John H. Chiller Jr. and Mary Chiller and is improved with a 1,330 square foot two-story colonial style house built in 1910 and a 672 square foot garage built in 1942. The property has 57 feet of frontage on W. Smith Road. There is an active rail line that runs along W. Smith Road diagonally in front of the property. It is rectangular in shape and has a maximum depth of 135 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is slightly sloping from west to east. The property is zoned C-2; Central Business which permits attached single-family dwellings within a mixed use building, clubs, passenger transportation agency and terminal, bar or tavern, clinic, a variety of general commercial uses, office, parking, and a variety of conditionally permitted uses. There is no minimum lot size or yard requirements. The maximum height is 40 feet. The site conforms to the zoning requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-21-272. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.177 (net) acres. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for commercial development.

Comparable Sales				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	4140 Pearl Road, Medina Township	Commercial Development	Public Record and Broker	6/4/2021
APN(s)		Zoning	Utilities	Sale Price
026-06C-12-055		Intensive Business	All City	\$825,000
				Parcel Size (net)
				1.116 acres
			Unit Value Indication	\$739,247 per acre/ \$16.97 per s.f.

**Comments**  
This was an arm's length sale of a 1.116-acre parcel of land in Medina Township. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	332 S. Elmwood Avenue, Medina	Commercial Development	Public Record	8/31/2023
APN(s)		Zoning	Utilities	Sale Price
028-19C-05-151 and 028-19C-05-155		C-2; Central Business	All City	\$130,000
				Parcel Size (net)
				0.332 acres
			Unit Value Indication	\$391,566 per acre/ \$8.99 per s.f.

**Comments**  
This was an arm's length sale of a 0.332-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is flag shaped and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	18268 Pearl Road, Strongsville	Commercial Development	Public Record	3/30/2023
APN(s)		Zoning	Utilities	Sale Price
394-26-009		GB; General Business	All City	\$375,000
				Parcel Size (net)
				0.96 acres
			Unit Value Indication	\$390,625 per acre/ \$8.97 per s.f.

**Comments**  
This was an arm's length sale of a 0.96-acre parcel of land in the City of Strongsville. It was a cash to seller sale. The parcel is a corner lot and mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.



**Overall Comments / Reconciliation****Comments**

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$8.97 to \$16.97 per s.f., with an average of \$11.64 and a median of \$8.99 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$10.00 per s.f.

Reconciled Value: **\$10.00 per s.f.**

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-21-272	174 s.f.	25%	N/A	\$10.00/s.f.	Utility Easement	\$450
<b>Total:</b>						<b>\$450</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
<b>Total:</b>						<b>\$0.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
<b>Total:</b>		<b>\$0.00</b>

**Preparers Conclusion****Comments**

The purpose of the project is for the installation of a waterline along W. Smith Road.

The acquisition consists of a Utility Easement that contains 0.004 net acre or 174 square feet. It is located at the southwestern corner of the property and is trapezoidal in shape. The maximum depth is 16.18 feet and runs along W. Smith Road for 14.15 feet. The purpose of the acquisition is for the installation of the watermain. The land in the easement area has been valued at 25% of the value of the underlying land based upon the percentage of rights being acquired, the waterline easement is a subsurface easement located along the road in the setback area.

After the acquisition, the property will contain 0.177 net acres or 7,697 net square feet that will be encumbered by a 0.004 acre or 174 square foot waterline easement. The residue site conforms to the minimum site size and setback requirements. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.


Total Estimated Compensation: **\$450**

**FMVE Conclusion****Comments**

The conclusions of this report appear to be fair and reasonable.

Total FMVE: **\$450**



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	September 27, 2024

Signatures	
Signature	
Typed Name:	
Title:	
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$450
Title:		Additional Amount:	
Date:		Total Settlement:	
<small>THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)</small>			

REQUIRED ATTACHMENTS
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser

**JURISDICTIONAL EXCEPTION DISCLOSURE:**

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
  - (3) Appraisal, waiver thereof, and invitation to owner:
    - (b) An appraisal is not required if:
      - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
        - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.



**VALUE ANALYSIS  
(\$10,000 OR LESS)**

OWNER'S NAME

H P & H Inc

COUNTY Medina  
ROUTE W. Smith Road  
SECTION 112540  
PARCEL NO. 028-19C-05-146  
PROJECT I.D. NO. N/A

Subject			APN		
Address/Location	Zoning	Utilities	Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
232 W. Smith Road, Medina, Ohio	C-2; Central Business	All City	1.290	Acres	Commercial Development

**Comments**  
The total subject area is 1.290 acres (56,192 square feet) gross and net of roadways. It is located at 232 W. Smith Road, Medina, Medina County, Ohio. It is owned by H P & H Inc, and is improved with a restaurant. The property has 324.6 feet of frontage on W. Smith Road. There is an active rail line that runs along W. Smith Road diagonally in front of the property. It is irregular in shape and has a maximum depth of approximately 220 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level. The property is zoned C-2; Central Business which permits attached single-family dwellings within a mixed use building, clubs, bars or taverns, clinics, a variety of general commercial uses, office, parking, and a variety of conditionally permitted uses. There is no minimum lot size or yard requirements. The property conforms to the zoning requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19C-05-146. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 1.290 (net) acres. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for commercial development.

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	4140 Pearl Road, Medina Township	Commercial Development	Public Record and Broker	6/4/2021
APN(s)		Zoning	Utilities	Sale Price
026-06C-12-055		Intensive Business	All City	\$825,000
				Parcel Size (net)
				1.116 acres
				Unit Value Indication
			\$739,247 per acre/ \$16.97 per s.f.	

**Comments**

This was an arm's length sale of a 1.116-acre parcel of land in Medina Township. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	332 S. Elmwood Avenue, Medina	Commercial Development	Public Record	8/31/2023
APN(s)		Zoning	Utilities	Sale Price
028-19C-05-151 and 028-19C-05-155		C-2; Central Business	All City	\$130,000
				Parcel Size (net)
				0.332 acres
				Unit Value Indication
			\$391,566 per acre/ \$8.99 per s.f.	

**Comments**

This was an arm's length sale of a 0.332-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is flag shaped and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	18268 Pearl Road, Strongsville	Commercial Development	Public Record	3/30/2023
APN(s)		Zoning	Utilities	Sale Price
394-26-009		GB; General Business	All City	\$375,000
				Parcel Size (net)
				0.96 acres
				Unit Value Indication
			\$390,625 per acre/ \$8.97 per s.f.	

**Comments**

This was an arm's length sale of a 0.96-acre parcel of land in the City of Strongsville. It was a cash to seller sale. The parcel is a corner lot and mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.



**Overall Comments / Reconciliation**

**Comments**

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$8.97 to \$16.97 per s.f., with an average of \$11.64 and a median of \$8.99 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$10.00 per s.f.

Reconciled Value: **\$10.00 per s.f.**

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19C-05-146	2,831 s.f.	25%	N/A	\$10.00/s.f.	Utility Easement	\$7,100
<b>Total:</b>						<b>\$7,100</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
<b>Total:</b>						<b>\$7,100</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
<b>Total:</b>		<b>\$0.00</b>

**Preparers Conclusion**

**Comments**

The purpose of the project is for the installation of a waterline along W. Smith Road.

The acquisition consists of a Utility Easement that contains 0.065 net acre or 2,831 square feet. It is located at the northwestern corner and along the northern portion of the property and is rectangular in shape. The maximum depth is 22.00 feet and runs along W. Smith Road for 132.34 feet. The purpose of the acquisition is for the installation of the watermain. The land in the easement area has been valued at 25% of the value of the underlying land based upon the percentage of rights being acquired, the waterline easement is a subsurface easement located along the road in the setback area.

After the acquisition, the property will contain 1.29 net acres or 56,192 square feet that will be encumbered by a 0.065 acre or 2,831 square foot waterline easement. The residue conforms to the minimum site size and setback requirements. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: **\$7,100**


**FMVE Conclusion**

**Comments**

The conclusions of this report appear to be fair and reasonable.

Total FMVE: **\$7,100**



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	September 27, 2024

Signature	
Typed Name:	
Title:	
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$7,100
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

- REQUIRED ATTACHMENTS**
- Photographs of the Subject Property
  - Aerial View of the Subject
  - Sketch of the Subject
  - Legal
  - Map of Comparable Sales
  - Qualifications of Appraiser

**JURISDICTIONAL EXCEPTION DISCLOSURE:**

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
  - (3) Appraisal, waiver thereof, and invitation to owner:
    - (b) An appraisal is not required if:
      - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
        - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.





**VALUE ANALYSIS  
(\$10,000 OR LESS)**

OWNER'S NAME

Marcia L. Gorfido-Ross

COUNTY Medina  
ROUTE W. Smith Road  
SECTION 112540  
PARCEL NO. 028-19C-05-145  
PROJECT I.D. NO. N/A

Subject			APN		
Address/Location	Zoning	Utilities	028-19C-05-145		
238 W. Smith Road, Medina, Ohio	C-2; Central Business	All City	Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.322	Acres	Commercial Development

**Comments**

The total subject area is 0.322 acres (14,018 square feet) gross and net of roadways. It is located at 238 W. Smith Road, Medina, Medina County, Ohio. It is owned by Marcia L. Gorfido-Ross and is improved with a 1,680 square foot two-story colonial style house built in 1910. The property has 73 feet of frontage on W. Smith Road. There is an active rail line that runs along W. Smith Road diagonally in front of the property. It is rectangular in shape and has a maximum depth of 192.06 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level. The property is zoned C-2; Central Business which permits attached single-family dwellings within a mixed use building, clubs, passenger transportation agency and terminal, bar or tavern, clinic, a variety of general commercial uses, office, parking, and a variety of conditionally permitted. There is no minimum lot size or yard requirements. The maximum height is 40 feet. The site conforms to the zoning requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19C-05-145. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.322 (net) acres. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for commercial development.

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	4140 Pearl Road, Medina Township	Commercial Development	Public Record and Broker	6/4/2021
APN(s)		Zoning	Utilities	Sale Price
026-06C-12-055		Intensive Business	All City	\$825,000
				Parcel Size (net)
				1.116 acres
				Unit Value Indication
			\$739,247 per acre/ \$16.97 per s.f.	

**Comments**

This was an arm's length sale of a 1.116-acre parcel of land in Medina Township. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	332 S. Elmwood Avenue, Medina	Commercial Development	Public Record	8/31/2023
APN(s)		Zoning	Utilities	Sale Price
028-19C-05-151 and 028-19C-05-155		C-2; Central Business	All City	\$130,000
				Parcel Size (net)
				0.332 acres
				Unit Value Indication
			\$391,566 per acre/ \$8.99 per s.f.	

**Comments**

This was an arm's length sale of a 0.332-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is flag shaped and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	18268 Pearl Road, Strongsville	Commercial Development	Public Record	3/30/2023
APN(s)		Zoning	Utilities	Sale Price
394-26-009		GB; General Business	All City	\$375,000
				Parcel Size (net)
				0.96 acres
				Unit Value Indication
			\$390,625 per acre/ \$8.97 per s.f.	

**Comments**

This was an arm's length sale of a 0.96-acre parcel of land in the City of Strongsville. It was a cash to seller sale. The parcel is a corner lot and mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.



**Overall Comments / Reconciliation**

**Comments**

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$8.97 to \$16.97 per s.f., with an average of \$11.64 and a median of \$8.99 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$10.00 per s.f.

Reconciled Value: | \$10.00 per s.f.

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19C-05-145	1,133 s.f.	25%	N/A	\$10.00/s.f.	Utility Easement	\$2,850
<b>Total:</b>						<b>\$2,850</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
<b>Total:</b>						<b>\$0.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
<b>Total:</b>		<b>\$0.00</b>

**Preparers Conclusion**

**Comments**

The purpose of the project is for the installation of a waterline along W. Smith Road.

The acquisition consists of a Utility Easement that contains 0.026 net acre or 1,133 net square feet. It is located along the northern property line and is triangular in shape. The maximum depth is 31.40 feet and runs along W. Smith Road for 73.00 feet. The purpose of the acquisition is for the installation of the watermain. The land in the easement area has been valued at 25% of the value of the underlying land based upon the percentage of rights being acquired, the waterline easement is a subsurface easement located along the road in the setback area.

After the acquisition, the property will contain 0.322 net acre or 14,018 net square feet that will be encumbered with a 0.026 acre or 1,133 square foot waterline easement. The residue site conforms to the minimum site size and setback requirements. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: | \$2,850


**FMVE Conclusion**

**Comments**

The conclusions of this report appear to be fair and reasonable.

Total FMVE: | \$2,850



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	September 27, 2024

Signatures	
Signature	
Typed Name:	
Title:	
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$2,850
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

REQUIRED ATTACHMENTS
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser

**JURISDICTIONAL EXCEPTION DISCLOSURE:**

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
  - (3) Appraisal, waiver thereof, and invitation to owner:
    - (b) An appraisal is not required if:
      - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
      - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.



**ORDINANCE NO. 204-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 36-24, PASSED FEBRUARY 26, 2024, RELATIVE TO THE MANAGEMENT AGREEMENT WITH COLD STREAM AIR SERVICES FOR THE MEDINA MUNICIPAL AIRPORT.**

**WHEREAS:** Ordinance 36-24, passed February 26, 2024, authorized an Agreement with Cold Stream Air Services to provide management of the Medina Municipal Airport; and

**WHEREAS:** Ordinance No. 36-24, passed February 26, 2024 provides for an Initial Term for the Management Agreement of one (1) year and two (2) months ending December 31, 2024.

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

**SEC. 1:** That Ordinance No. 36-24, passed February 26, 2024 is hereby amended, authorizing the Mayor to enter into the Extension Amendment to the Management Agreement for the City of Medina Municipal Airport, marked Exhibit A, attached hereto and incorporated herein.

**SEC. 2:** That a copy of the original Management Agreement is marked Exhibit B, 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 – January 1, 2025 through December 31, 2027

ORD 204-24  
Exh. A

**EXTENSION AMENDMENT TO MANAGEMENT AGREEMENT  
FOR THE CITY OF MEDINA AIRPORT**

**THIS AMENDMENT** (“Amendment”) is made as of the 1st day of November, in the year 2024, by and between **CITY OF MEDINA, OHIO** (“City”), and **COLD STREAM AIR SERVICES, INC.** (“Manager”).

**RECITALS:**

A. City and Manager are parties to a Management Agreement for the City of Medina Airport (the “Management Agreement”) dated November 1, 2023 related to the Medina Municipal Airport is situated (the “Airport”);

B. Section C(1) of the Management Agreement provides for an Initial Term for the Management Agreement of one (1) year and two (2) months ending December 31, 2024 and contemplates extensions of the Initial Term by mutual agreement of the parties; and

C. Both parties desire to extend the Initial Term for an additional three (3) year term (the “Term”) with an option included for an extension thereafter for two (2) additional years by mutual agreement of the parties.

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

**A. EXTENSION OF TERM OF AGREEMENT**

1. The Initial Term of the Agreement is hereby extended for three (3) years commencing January 1, 2025 and ending on the 31st day of December, 2027 (the “Term”). The Term of this Agreement may be further renewed by mutual written agreement of the parties at the end of the three (3) year Term for an additional two (2) years and if exercised the Term as extended would end December 31, 2029. 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.

**B. MISCELLANEOUS**

1. Except as modified pursuant to this Amendment the Agreement remains in full force and effect.

2. 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.

3. 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: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ORD. 204-24  
Exh. B

ORD. 36-24  
Exh. A

**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 \$ 5,000,000 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 1<sup>st</sup> 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: D. Hamwell  
Name: Dennis Hamwell  
Title: Mayor

Dated: March 27, 2024

**Manager:**  
**COLD STREAM AIR SERVICES, INC.**

By: [Signature]  
Name: Ronald Halderson  
Title: President

Dated: 1/24/2024

**ORDINANCE NO. 205-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 37-24,  
PASSED FEBRUARY 26, 2024, RELATIVE TO THE FIXED  
BASE OPERATION LEASE FOR THE MEDINA MUNICIPAL  
AIRPORT.**

**WHEREAS:** Ordinance 37-24, passed February 26, 2024, authorized the Fixed Base Operation Lease with Cold Stream Air Services related to fixed base operation facilities at the Medina Municipal Airport; and

**WHEREAS:** Ordinance No. 37-24, passed February 26, 2024 provides for an Initial Term for the Operation Lease of one (1) year and two (2) months ending December 31, 2024.

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

**SEC. 1:** That Ordinance No. 37-24, passed February 26, 2024 is hereby amended, authorizing the Mayor to enter into the Extension Amendment to Fixed Base Operation Lease for the City of Medina Municipal Airport, marked Exhibit A, attached hereto and incorporated herein.

**SEC. 2:** That a copy of the original Fixed Base Operation Lease is marked Exhibit B, 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, 2025 through December 31, 2027



ORD. 205-24  
Exh. A

**EXTENSION AMENDMENT TO FIXED BASE OPERATION LEASE  
FOR THE CITY OF MEDINA AIRPORT**

**THIS AMENDMENT** (“Amendment”) is made as of the 1st day of November, in the year 2024, by and between **CITY OF MEDINA, OHIO** (“City”), and **COLD STREAM AIR SERVICES, INC.** (“Tenant”).

**RECITALS:**

A. City and Tenant are parties to a Fixed Based Operation Lease for the City of Medina Airport (the “FBO Lease”) dated November 1, 2023 related to fixed based operation facilities at the Medina Municipal Airport is situated (the “Airport”);

B. Section 3.1 of the FBO Lease provides for an Initial Term of one (1) year and contemplates extensions of the Initial Term by mutual agreement of the parties; and

C. Both parties desire to extend the Initial Term for an additional three (3) year term (the “Term”) with an option included for an extension thereafter for two (2) additional years by mutual agreement of the parties.

NOW THEREFORE, the City and Tenant, for and in consideration of the covenants and agreements herein contained, mutually agree as follows:

**A. EXTENSION OF TERM OF AGREEMENT**

1. The Initial Term of the FBO Lease is hereby extended for three (3) years commencing as of the expiration of the Initial Term (as hereby extended, the “Term”). The Term of the FBO Lease Agreement may be further renewed by mutual written agreement of the parties at the end of the three (3) year Term for an additional two (2) years. Each time this Agreement is extended by renewal, it shall be upon the same terms as herein contained, except that Base Rent and other fees shall be subject to mutual agreement of the Tenant and the City. The Tenant and the City shall, as soon as practicable after a request for extension by either party, commence good faith negotiations to establish Base Rent and other fees payable.

**B. MISCELLANEOUS**

1. Except as modified pursuant to this Amendment the FBO Lease remains in full force and effect.

2. 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.

3. This Amendment 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 Tenant have hereunto caused their names to be affixed to this Amendment.

**City:**  
**CITY OF MEDINA, OHIO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Tenant:**  
**COLD STREAM AIR SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Gregory Huber, City of Medina, Law Director

**NOTARY CLAUSES ON NEXT PAGE**

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 \_\_\_\_\_ )

**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 \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

ORD. 205-24  
Exh. B

ORD. 37-24  
Exh. B

**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 sightly 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 incurrence 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 mortgage 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 Invalidation.** 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.

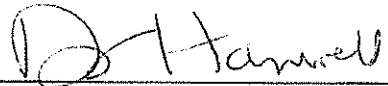
**Section 22.8 Binding Effect.** The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, except as otherwise provided herein.

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

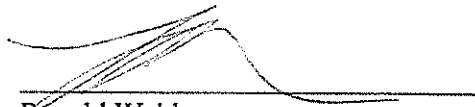
**Section 22.10 Cross-Default.** Tenant acknowledges that it is the “Manager” under that certain Management Agreement dated of even date herewith between Tenant (as “Manager”) and Landlord (the “Management Agreement”), under which Management Agreement the Tenant, as Manager, manages the operations of 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.

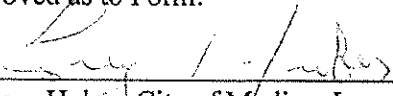
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease the day and year first above written.

**"LANDLORD":**  
**CITY OF MEDINA, OHIO**

By:   
Name: Dennis Hanwell  
Title: Mayor 3/27/24

**"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 Medina    )

**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 27<sup>th</sup> day of March, 2024.


  
\_\_\_\_\_  
Notary Public

**SHERRY A. CROW**  
Notary Public  
State of Ohio, Medina County  
My Commission Expires 5-27-24

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<sup>th</sup> 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. 206-24**

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

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

**SEC. 1:** That the Finance Director is hereby authorized to repay the following fund advance:

- \$3,152,900.00 from (390) Downtown Redevelopment TIF Fund to (001) General Fund

**SEC. 2:** That the Finance Director is hereby authorized to make the following fund advance:

- \$3,125,200.00 from (001) General Fund to (390) Downtown Redevelopment Fund

**SEC. 3:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

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

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 207-24**

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

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

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

- \$150,000.00 from (001) General Fund to (125) CDBG Allocation Fund
- \$25,000.00 from (001) General Fund to (129) OHTF Fund
- \$245,280.00 from (001) General Fund to (138) CDBG CHIP Fund
- \$229,000.00 from (001) General Fund to (138) CDBG CHIP Fund
- \$454,720.00 from (001) General Fund to (139) HOME CHIP Fund
- \$446,000.00 from (001) General Fund to (139) HOME CHIP Fund
- \$9,375.00.00 from (001) General Fund to (109) Grants Fund
- \$249,700.00 from (001) General Fund to (109) Grants Fund
- \$30,000.00 from (001) General Fund to (109) Grants Fund
- \$350,000.00 from (001) General Fund to (110) Grants Fund
- \$150,000.00 from (001) General Fund to (147) Fed Airport Grant Fund
- \$168,750.00 from (001) General Fund to (147) Fed Airport Grant Fund
- \$2,046,590.00 from (108) Street/Stormwater Fund to (386) FHWA Fund
- \$235,000.00 from (001) General Fund to (547) Airport Fund
- \$300,000.00 from (001) General Fund to (547) Airport Fund
- \$400,000.00 from (001) General Fund to (547) Airport Fund
- \$100,000.00 from (001) General Fund to (637) Agency Fund
- \$100,000.00 from (001) General Fund to (821) Cemetery Improvement Fund
- \$10,000.00 from (001) General Fund to (939) Bd/Bldg Standards Fund

**SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

**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. 208-24**

**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>
104-0301-53313	614.87 *
143-0748-52214	3,000.00 *
001-0707-56615	6,777,925.00 *
108-0610-56615	2,046,590.00 *
001-0210-50111	15,000.00 *
102-0610-53313	40,000.00 *
104-0305-53322	20,000.00 *
109-0401-56615	30,000.00 *
109-0652-56615	9,375.00 *
109-0630-56615	249,600.00 *
110-0316-56615	350,000.00 *
110-0317-56615	7,500.00 *
125-0452-56615	150,000.00 *
129-0462-56615	25,000.00 *
138-0460-56615	245,280.00 *
138-0462-56615	229,000.00 *
139-0460-56615	454,720.00 *
139-0462-56615	446,000.00 *
147-0652-56615	168,750.00 *
147-0659-56615	150,000.00 *
162-0705-53315	8,680.00 *
168-0705-52226	25,000.00 *
168-0705-53315	25,000.00 *
169-0705-52213	2,500.00 *
169-0716-54412	19,167.50 *
301-0707-52234	10,000.00 *
301-0716-54412	19,167.50 *
386-0676-56615	2,046,590.00 *
389-0301-54412	52,221.00 *
390-0645-56615	3,152,900.00 *
428-0201-56615	10,000.00 *
513-0708-51122	15,000.00 *
514-0543-53321	70,000.00 *
547-0650-53322	30,000.00 *
547-0650-56615	935,000.00 *
574-0350-52215	5,000.00 *

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637-0920-56615	100,000.00 *
821-0220-56615	100,000.00 *
938-0940-56612	225,000.00 *
939-0430-52213	3,500.00 *
939-0430-56615	10,000.00 *
102-0145-50111	4,000.00
102-0610-53315	25,000.00
102-0610-53313	21,000.00
102-0610-53313	10,000.00
102-0610-53321	22,000.00
104-0301-54412	15,000.00
104-0301-54412	25,753.00
514-0543-53321	15,000.00
574-0303-50111	2,700.00
574-0303-51121	1,000.00

**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>
102-0145-52212	4,000.00
102-0620-50111	25,000.00
102-0620-52215	21,000.00
102-0620-53321	10,000.00
102-0620-53322	22,000.00
104-0305-53322	15,000.00
104-0309-54412	25,753.00
514-0543-50111	15,000.00
574-0303-53313	2,700.00
574-0303-53313	1,000.00

**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.

\* - new appropriation

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**