

ORDINANCE NO. 68-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE SECOND AMENDMENT TO MANAGEMENT AGREEMENT FOR THE MEDINA MUNICIPAL AIRPORT PERTAINING TO THE MANAGEMENT AGREEMENT WITH COLD STREAM AIR SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS: City and Manager are parties to a Management Agreement for the City of Medina Airport (the "Management Agreement") dated November 1, 2023, and an Extension Amendment dated November 1, 2024, related to the Medina Municipal Airport (the "Airport")

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

- SEC. 1:** That the Mayor is hereby authorized to enter into the Second Amendment to Management Agreement for the City of Medina Airport pertaining to the Management Agreement with Cold Stream Air Services.
- SEC. 2:** That a copy of the Second Amendment to Management Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the parties are currently operating under this agreement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: April 15, 2025

SIGNED: 
President of Council Pro-Tem

ATTEST: 
Clerk of Council

APPROVED: April 14, 2025

SIGNED: 
Acting Mayor

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

ORD 68-26
Exh. A

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of the 15th day of April, in the year 2025, 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, and an Extension Amendment dated November 1, 2024, related to the Medina Municipal Airport (the "Airport");

B. Section E of the Management Agreement provides for Compensation to the Manager of an annual fee ("Management Fee"); and

C. Both parties agree that as additional revenue for management of the Airport, the Manager shall receive the rental monies received by the City from University Hospitals Health Systems, Inc. for the lease of land to University Hospitals Health System, Inc. for a Helicopter Crew Site and Ancillary Single T Hangar Space;

NOW, THEREFORE, the City and Manager, for an in consideration of the covenants and agreements herein contained, mutually agree that Section E of the Management Agreement shall be amended as follows:

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). 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. The City of Medina receives rental income for the lease of land to University Hospitals Health System, Inc. as a tenant for a Helicopter Crew Site and Ancillary Single T Hangar Space. Commencing January 1, 2025, Cold Stream Air Services, Inc. shall be paid from the City of Medina the rental monies received from University Hospitals Health System, Inc. so that Cold Stream Air Services, Inc. has additional revenue for management of the Airport.

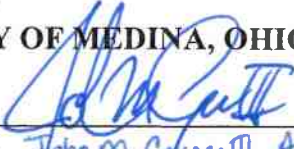
3. By mutual agreement memorialized in written amendment to this Agreement, the parties may agree to Manager's performance of other responsibilities associated with the Airport and the compensation basis therefor.

Except as modified pursuant to the Extension Amendment and this Second Amendment, the Management Agreement remains in full force and effect.

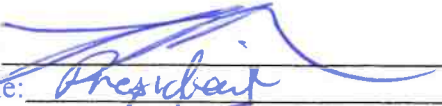
It is mutually agreed that the terms hereof shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

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

City:
CITY OF MEDINA, OHIO

By: 
Title: John M. Coyne III, Acting Mayor
Dated: 4-18-2025

Manager:
COLD STREAM AIR SERVICES, INC.

By: 
Title: President
Dated: 4/24/25

This instrument prepared by:
Gregory A. Huber
Law Director, City of Medina
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Medina, OH 44256
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