

FINANCE COMMITTEE AGENDA

October 14, 2025 (Tuesday)

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 25-191-10/14 – Adopt Artificial Intelligence (AI) Guidelines for Employees
3. 25-192-10/14 – Increase P.O. #25-606 – Kokosing Materials
4. 25-193-10/14 – Expenditure – Chippewa Roofing – Public Bldgs.
5. 25-194-10/14 – Resolution Accepting Amounts & Rates - Budget Commission
6. 25-195-10/14 – Create/Adopt Cybersecurity Policy
7. 25-196-10/14 – Job Creation Grant Payment – Carlisle Brake & Friction
8. 25-197-10/14 – Accept Easement – W. Smith Water Line
9. 25-198-10/14 – Donation to Farmers & Hunters Feeding the Hungry
10. 25-199-10/14 – Capital Bill Grant Request – MCRC Turf Field House Addition
11. 25-200-10/14 – Accept Baby Changing Table Donations – MCRC
12. 25-201-10/14 - Budget Amendments
 - a. #2025-037 – Donation
 - b. #2025-038 – Donation
 - c. #2025-039 – Donation
13. 25-202-10/14 – Increase P.O. #25-0021 – Davis Tree Farm – Forestry
14. 25-203-10/14 – Capital Bill Request – Municipal Airport Project
15. 25-204-10/14 – Galleri – Cancer Screening – Fire Dept.
16. 25-205-10/14 – 2025 Salary Comparison Discussion
17. 25-206-10/14 – Amendment to Cell Tower Lease
18. Executive Session: (collective bargaining negotiations/land acquisition)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 25-191-10/14 – Adopt Artificial Intelligence (AI) Guidelines for Employees
- 25-192-10/14 – Increase Exp. Kokosing Materials
- 25-193-10/14 – Expenditure – Chippewa Roofing – Metal Siding at City Garage
- 25-194-10/14 – Resolution Accepting Amounts & Rates
- 25-195-10/14 – Adopt Cybersecurity Policy
- 25-196-10/14 – Job Creation Grant Payment – Carlisle Brake & Friction
- 25-197-10/14 – Accept Easement – West Smith Water Line
- 25-198-10/14 – Donation to Farmers and Hunters Feeding the Hungry
- 25-199-10/14 – Capital Bill Grant Request – MCRC
- 25-200-10/14 – Accept Baby Changing Table Donations from Foundations Worldwide
- 25-201-10/14 – Budget Amendments
- 25-202-10/14 – Increase P.O. #25-0021 – Davis Tree Farm
- 25-203-10/14 – Capital Bill Grant Request – Air Port Project – Economic Development
- 25-204-10/14 – Galleri – Cancer Screening – Fire Dept.
- 25-205-10/14 – 2025 Salary Comparison Discussion
- 25-206-10/14 – Amendments to Cell Tower Lease

10/14/25 (Tuesday)

REQUEST FOR COUNCIL ACTION

From: Sgt. Darin Zaremba

No. RCA 25191-10/14

Date: September 24, 2025

Committee: Finance

Subject: Adopt Artificial Intelligence (AI) Guidelines for Employees

Summary and background:

Requesting Council review and adopt the attached Artificial Intelligence (AI) Guidelines for Employees. Mr. Huber has reviewed and gave his approval of this new policy.

See attached.

Estimated Cost: \$0

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ☐ No ☒

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

City of Medina, OH

Artificial Intelligence (AI) Guidelines for Employees

1. Purpose

The City of Medina recognizes the potential of Artificial Intelligence (AI) to improve public services, streamline operations, and enhance decision-making. These guidelines provide employees with a framework for the responsible, ethical, and secure use of AI in city operations.

2. Scope

These guidelines apply to all City of Medina employees, contractors, and volunteers who may use AI tools or systems in the course of their duties. They cover both city-managed AI applications and publicly available tools (e.g., chatbots, generative AI, analytics platforms).

3. Guiding Principles

1. Public Trust and Transparency

- AI should be used to enhance—not replace—the judgment of city employees.
- Residents have the right to know when AI is being used in decision-making processes that affect them.

2. Ethical Use

- AI must not be used in ways that discriminate, create bias, or reduce equitable access to city services.
- Human oversight is required for any AI-assisted decision that impacts residents, businesses, or employees.

3. Data Privacy and Security

- AI use must comply with all federal, state, and local laws, including data protection and public records requirements.
- Personal and sensitive information must never be entered into unsecured or consumer-grade AI systems.

Review
AND come
see please
SGT ZAREMBA

4. Accountability

- Employees remain responsible for the outcomes of their work, even when AI tools are used.
- AI-generated content, analysis, or recommendations must be reviewed and verified by staff before use.

5. Innovation and Improvement

- AI should be explored where it can improve efficiency, reduce costs, or expand services.
- Pilot programs and controlled testing are encouraged before deploying new AI systems citywide.

4. Acceptable Uses

- Drafting and editing routine communications, reports, or presentations (with staff review).
- Assisting with research, data analysis, and summarization of public information.
- Automating repetitive administrative tasks, such as scheduling or form processing.
- Enhancing resident services (e.g., FAQs, chatbots, translation tools) with appropriate disclaimers.

5. Prohibited Uses

- Entering confidential, private, or legally protected information into consumer AI systems.
- Using AI to make final decisions about employment, law enforcement, zoning, or resident eligibility for services without human review.
- Deploying AI systems that lack sufficient safeguards against bias, inaccuracy, or misuse.
- Using AI for surveillance or monitoring residents without proper legal authority and approval.

6. Employee Responsibilities

- Treat AI tools as assistants, not decision-makers.
- Validate AI outputs for accuracy, fairness, and appropriateness before acting.
- Report any misuse, errors, or risks observed in AI applications to supervisors.
- Stay informed through city-provided training on AI best practices and evolving technology.

7. City Responsibilities

- Provide training and resources to help employees use AI responsibly.
- Conduct regular reviews of AI tools for compliance, effectiveness, and fairness.
- Establish a review process for approving new AI use cases.
- Ensuring AI adoption aligns with the city's mission of transparency, service, and community trust.

8. Governance and Review

- These guidelines will be reviewed periodically and updated as technologies, regulations, and city needs evolve.

OK
Henn
9-25-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-192-10/14
Finance Only

FROM: Nino Piccoli Service Director
DATE: September 24, 2025
SUBJECT: Increase Purchase Order

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase existing Purchase Order No. 2025-606 for the purchase of supplies from Kokosing Materials, Inc. The original PO was approved by the Board of Control in January of this year for \$20,000. We are requesting authorization for an increase of \$10,000 for a new total of \$30,000 to purchase materials needed through the end of this year. Materials purchased include asphalt patching material and hot mix for road repair.

Suggested Funding:\$10,000.00

- Sufficient funds in Account No. 115-0610-53313
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

RCA 25-193-10/14
Finance
Only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
 - Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
 - Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
 - Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authc
- 6

Date: 9/24/2025

Department: Public Buildings

Amount requested: \$34,400

BOC Approval Date: _____
(Finance Use Only)

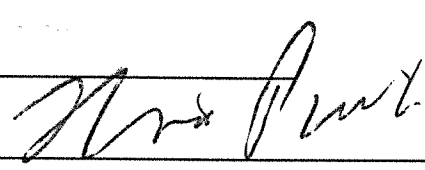
Fill below for increases only

Increase Amount: _____ PO Number to increase: ~~2025-40~~

New PO Total with increase: ~~\$30,000~~

Account Number: 001-0743-53322/102-0610-53322

Vendor: Chippewa Roofing, LLC

Department Head/Authorized Signature: 

Item/Description:

Installation of Metal Siding at the City Garage Split between Public Buildings and the Street funds

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

740015

Revised: 5/7/2025

**CHIPPEWA ROOFING, LLC**

P.O. Box 93
CHIPPEWA LAKE, OHIO 44215
PH: 330-769-3331

JOB ESTIMATE**29**

Bob Duecker

TO: **MEDINA CITY**
132 N ELMWOOD
MEDINA OHIO 44256

PHONE

DATE
9/23/2025

JOB NAME / LOCATION

781 W SMITH RD**JOB DESCRIPTION**

> **INSTALL 4/5 ROWS OF 2X4 WOOD NAILORS SET IN PL CONSTRUCTION ADHESIVE AND TAPCON
SCREWS**
INSTALL METAL SIDING PANELS AS PER SPECS
INSTALL ROOF METAL EDGE AND NEW ROOFING AT EDGE
REMOVE AND REPLACE DOWNSPOUTS
WRAP WINDOWS AND DOORS AS PER SPECS

ESTIMATED JOB COST

For the sum of

34,400.00

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY
BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

NOTE: This estimate may be with-
drawn by us if not accepted by

9/23/2025

ESTIMATED BY

PRINTED IN U.S.A. A

REQUEST FOR COUNCIL ACTION

No. RCA 25-194-10/14
Committee: Finance

FROM: Keith H. Dirham
DATE: Friday, September 26, 2025
SUBJECT: Resolution Accepting Amounts and Rates

SUMMARY AND BACKGROUND:

I respectfully request that Council adopt the attached Resolution accepting Amounts and Rates.

Estimated Cost: n/a

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: ~~Yes~~

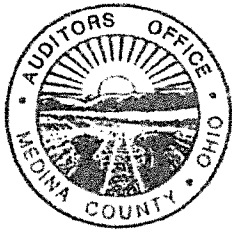
Reason: I believe that the EC is NOT needed because this is a Resolution but the City must "authorize the tax levies to the auditor by October 31, 2025" (see attached letter).

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



ANTHONY P. CAPRETTA

Medina County Auditor

144 North Broadway St. • Medina, Ohio 44256

Date: September 26, 2025

To: Township Fiscal Officers
Village Fiscal Officers/Clerks
City Finance Directors
Library Treasurers

From: Kristen Johnson, Tax Settlements *KJ*
Medina County Auditor's Office

Re: Resolution Accepting Amounts & Rates

Attached please find your copies of the:

1. Extension Letter from the Ohio Department of Taxation
2. Resolution Accepting Amounts and Rates

The Extension Letter is for your audit next year. It indicates the reason for extending the dates for the Resolution Accepting Rates.

This Resolution must be approved and returned to our office by **October 31, 2025**.

If you have an additional levy, a replacement levy or a renewal levy with an increase on the ballot for November and it passes, you will be sent another Resolution Accepting Amounts and Rates after the election. The updated resolution must be approved and returned to our office by **December 1, 2025**.

If you have any questions, please call me at 330-725-9766 or email at kjohnson@medinacounty.gov.
Thank you!

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of MEDINA, MEDINA
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
20____, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2026
and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Auditor of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of MEDINA,
MEDINA County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com- mission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund		\$2,109,800	2.10	
Police Pension		\$1,116,200	1.10	
Ambulance Fund	\$1,826,900			3.20
TOTAL	\$1,826,900	\$3,226,000	3.20	3.20

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on ,20 for not to exceed years.		
Current Expense Levy authorized by voters on ,20 for not to exceed years.		
Current Expense Levy authorized by voters on ,20 for not to exceed years.		
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on ,20 for not to exceed years.		
Recreation Fund: Levy authorized by voters on ,20 for not to exceed years.		
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2024 for not to exceed 5 years. RENEWAL	2.20	\$1,134,200
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2024 for not to exceed 5 years. RENEWAL	1.00	\$692,700

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this

Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20 _____

Attest:

President of Council

Clerk of Council

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City

of _____ within and for said County, and in whose custody the Files

and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby

certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,

and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

County, Ohio.

**RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR**

(City Council)

Adopted _____, 20 ____

Clerk of Council

Filed _____, 20 ____

County Auditor

By _____
Deputy



JOURNAL ENTRY

Date: JUL 17 2025

The Honorable Anthony P. Capretta
Medina County Auditor
144 North Broadway St.
Medina, Ohio 44256

Entry Number: 25-07-0184

Re: Approval of Extension for the Medina County Budget Commission to Complete its Work

The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on July 8, 2025, for an extension of time beyond the statutory date of September 1, 2025 to complete its work, as provided by Ohio Revised Code section 5705.27, finds that the extension of time is necessary and approves the October 1, 2025, as the date within which such work shall be completed, pursuant to Ohio Revised Code section 5705.341.

The Tax Commissioner also extends the October first deadline contained in Ohio Revised Code section 5705.34 for the political subdivision to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the political subdivision must authorize the tax levies to the auditor by October 31, 2025. The County Auditor must notify each political subdivision affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL

PATRICIA HARRIS
TAX COMMISSIONER

/s/ Patricia Harris

Patricia Harris
Tax Commissioner

RCA 25-195-10/14
Finance

ORDINANCE NO. XX-25

**AN ORDINANCE DETERMINING TO CREATE
AND GOVERN A CYBERSECURITY POLICY IN ACCORDANCE WITH
THE AUDITOR OF THE STATE OF OHIO'S GUIDELINES
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Medina, three-fourths (3/4) of its members concurring herein as follows:

1. That the State of Ohio is requiring all municipalities to create and govern a cybersecurity policy;

2. That the City of Medina does hereby create and govern a cybersecurity policy that protects the data and network of the City of Medina in accordance with the Auditor of the State of Ohio's guidelines, *before January 1, 2026.*

3. That this Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City and for the reason that it is immediately necessary to create and maintain a cybersecurity policy by the ~~end of September 2025~~, and that this Ordinance shall be in full force and effect from and after its passage.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 163-25
10-14-25

OHIO AUDITOR OF STATE KEITH FABER



Auditor of State
Bulletin 2025-007

DATE ISSUED: August 27, 2025

TO: All Public Offices
Independent Public Accountants

FROM: Keith Faber
Ohio Auditor of State

SUBJECT: Adoption of Cybersecurity Program

Background

Ohio Rev. Code § 9.64, enacted through House Bill 96, requires political subdivisions to set and adopt standards safeguarding against cybersecurity threats and ransomware attacks. This bulletin details the requirements of Ohio Rev. Code § 9.64, which are effective September 30, 2025.

Local governments, typically defined as “political subdivisions”¹, have increasingly become targets for cybercriminals. They are vulnerable to cyber-attack schemes because of limited cybersecurity budgets, outdated systems and a range of accessible electronic and digital services. Cyber-attacks—such as ransomware, phishing, social engineering, and data breaches—disrupt government services, expose personal and financial information, incur significant costs, and reduce public trust.

Cybersecurity Program Compliance Requirements

Under this new law, each political subdivision’s legislative authority **shall** adopt a “cybersecurity program” that safeguards the entity’s data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. *See* Ohio Rev. Code § 9.64 (C).

¹ Political subdivision is defined as a county, township, municipal corporation, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state.

The program shall be consistent with generally accepted best practices for cybersecurity² and may include, but are not limited to the following:

- Identify and address the critical functions and cybersecurity risks of the political subdivision.
- Identify the potential impacts of a cybersecurity breach.
- Specify mechanisms to detect potential threats and cybersecurity events.
- Specify procedures for the political subdivision to establish communication channels, analyze incidents, and take actions to contain cybersecurity incidents.
- Establish procedures for the repair of infrastructure impacted by a cybersecurity incident, and the maintenance of security after the incident.
- Establish cybersecurity training requirements for all employees. The frequency, duration, and detail of which shall correspond to the duties of each employee. Annual training provided by the state and the Ohio Persistent Cyber Initiative (O-PCI) program of the Ohio Cyber Range Institute, satisfies the training requirements. The O-PCI program delivered by the Ohio Cyber Range Institute (<https://www.ohiocyberrangeinstitute.org/opci>) and the Ohio Cyber Reserve (<https://homelandsecurity.ohio.gov/ohio-cyber-integration-center/overview>) includes online, hybrid and in person modules tailored to various types of organizations, from small to large, rural to urban and is funded by the State and Local Cybersecurity Grant Program.

Political subdivisions should adopt a cybersecurity program/policy that is tailored to the unique environment/needs of their entity.

Cyber Security Program Implementation Due Dates

<u>Entity Type</u>	<u>Due Date</u>
County	January 1, 2026
City	January 1, 2026
All Other Entity Types	July 1, 2026

Reporting Requirements after Discovery of Cybersecurity or Ransomware Incident

Upon discovering a cybersecurity incident or ransomware incident, the legislative authority of a political subdivision shall notify both:

- The Executive Director of Ohio Homeland Security within the Ohio Department of Public Safety as soon as possible but not later than 7 days after discovering the incident. Incidents can be reported to Homeland Security's Ohio Cyber Integration Center (OCIC)

² Examples of generally accepted cybersecurity standards that entities use to build best practices for cybersecurity include, but are not limited to, the National Institute of Standards and Technology (NIST) cybersecurity framework and the Center for Internet Security (CIS) cybersecurity best practices.

at: <https://homelandsecurity.ohio.gov/ohio-cyber-integration-center>, OCIC@dps.ohio.gov or 614-387-1089.

- The Ohio Auditor of State as soon as possible but not later than thirty (30) days after discovering the incident. Incidents can be reported to the Ohio Auditor of State via email to Cyber@ohioauditor.gov using the form located at: <https://ohioauditor.gov/fraud/cybersecurity.html>

Cybersecurity Incident Defined

A cybersecurity incident includes *any* of the following:

- A substantial loss of confidentiality, integrity, or availability of a covered entity's information system or network.
- A serious impact on the safety and resiliency of a covered entity's operation systems and processes.
- A disruption of a covered entity's ability to engage in business or industrial operations or deliver goods or services.
 - A disruption could include payment re-direct, payroll re-direct, spear phishing. Refer to AOS Audit Bulletin [2024-003](#) for additional examples.
- Unauthorized access to an entity's information system or network, or nonpublic information contained therein, that is facilitated or is caused by:
 - A compromise of a cloud service provider, managed service provider, or other third-party data hosting provider; or
 - A supply chain compromise.

A cybersecurity incident does not include mere threats of disruption as extortion; events perpetrated in good faith in response to a request by the system owner or operator; or lawfully authorized activity of a United States, state, local, tribal, or territorial government entity.

Ransomware Incident Defined

Ransomware incident is defined as a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a political subdivision's information technology systems or data and thereafter the person or entity demands a ransom to prevent the publication of the data, restore access to the data, or otherwise remediate the impact of the software.

Ransomware Payment Only Permitted after Public Vote by Legislative Authority

A political subdivision experiencing a ransomware incident shall not pay or otherwise comply with a ransom demand unless the political subdivision's legislative authority formally approves the payment or compliance with the ransom demand in a resolution or ordinance that specifically states why the payment or compliance with the ransom demand is in the best interest of the political subdivision.

Public Records Exemption

Records, documents, or reports related to the cybersecurity program and framework, and reports of a cybersecurity incident or ransomware incident are not public records under Ohio Rev. Code § 9.64. Records identifying cybersecurity-related software, hardware, goods, and services, that are being considered for procurement, have been procured, or are being used by a political subdivision, including vendor name, product name, project name, or project description constitute “security records” and are exempt from the requirements to produce those records in response to a public records request.

Testing Compliance Requirements

Compliance procedures will be developed and incorporated into the Ohio Compliance Supplement.

Guidance

Additional cybersecurity resources, including incident response tips and free training are available on the Auditor of State’s website at <https://ohioauditor.gov/fraud/cybersecurity.html>.

Questions

If you have any questions regarding the information presented in the Bulletin, please contact the Special Investigations Unit at the Auditor of State’s Office at 800-282-0370.

A handwritten signature in black ink, reading "Keith Faber". The signature is written in a cursive, flowing style.

Keith Faber
Ohio Auditor of State

OK
D-H
10-1-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-196-10/14

FROM: Kimberly Marshall

Committee- Finance

DATE: September 24, 2025

SUBJECT: Job Creation Grant Payment for Carlisle Brake & Friction / Friction Products

SUMMARY AND BACKGROUND:

This Request is to authorize a job creation grant payment to Carlisle Brake & Friction known as Friction Products for tax year 2024 in the amount of \$53,491.89 for two job creation grants as follows:

JCG13-Carlisle Brake & Friction 17 in the amount of \$18,750.06 and
JCG21-Carlisle Brake & Friction 20 in the amount of \$34,741.83

These grants are a result of two expansion projects. The first one was for their warehouse, production, employee welfare areas and machinery and equipment investments. The second one was for their relocation of the Solon HQ to Medina.

Based on the grant commitments, the company should have 374 full time employees. At the end of 202 they were at 396 employees. They have exceeded both the employee goal and payroll goals accordingly. Information has been verified by RITA.

The company is doing well, and has several job openings available..
I am respectfully requesting council to authorize this job creation grant payment.

As a reminder, funding for these grants comes from non-income tax generated revenues.

Suggested Funding:

- Sufficient funds in Account No. 001-0749-56630
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTIONNO. RCA 25-197-10/14

FROM: Patrick Patton

DATE: July 8, 2025

COMMITTEE REFERRAL: Finance

SUBJECT: Easements for West Smith Water Line

In order to complete the replacement of the water line on West Smith Road beneath the Wheeling & Lake Erie railroad tracks, the City must acquire several easements. One of the property owners has agreed and signed the easement. Please note, on this property there are two separate easements, one permanent and one temporary; the property is:

#	Address	Parcel	FMVE
1	238 West Smith (permanent easement)	028-19C-05-145	\$2,850
		TOTAL	\$2,850

This request asks for Council's acceptance of the easements and authorization to make payment to the property owner for these easements.

Thank you for your consideration.

ESTIMATED COST: \$2,850.

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: The property owner has signed the easement, we would like to get it recorded and the owner paid as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

GRANT OF EASEMENT

KNOWN TO ALL MEN BY THESE PRESENTS, that Marcia L. Gorfido htta Marcia L. Gorfido-Ross aka Marcia L. Simpson, Single, the Grantor(s), for and in consideration of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) and other valuable considerations received to my full satisfaction from the CITY OF MEDINA, OHIO, the Grantee, does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever an easement upon real property with the right to enter upon said real property easement to construct, maintain, operate, repair and remove a water main and appurtenances in, through and under the real property described as follows:

Said easement is granted upon parcel number **028-19C-05-145**

******SEE EXHIBIT A ATTACHED******

Prior Instrument Reference: Instrument No. 2002OR030111, Medina County Recorder's Office.

No structure, buildings, ponds or other utilities of any kind shall be constructed or placed on or in said easement without the written consent of the CITY OF MEDINA, OHIO.

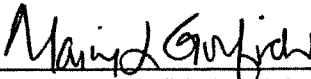
As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed water main undertaken by a competent contractor who shall complete said construction as expeditiously as possible and who shall restore the site of the work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for herself and her heirs, executors and administrators, hereby covenant with said Grantee, its successors and assigns that she is the true and lawful owner(s) of said

premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in the manner aforesaid.

IN WITNESS WHEREOF, Marcia L. Gorfido htta Marcia L. Gorfido-Ross aka Marcia L. Simpson has hereunto set her hand on the 4 day of APRIL, 2025.



Marcia L. Gorfido htta Marcia L.
Gorfido-Ross aka Marcia L.
Simpson

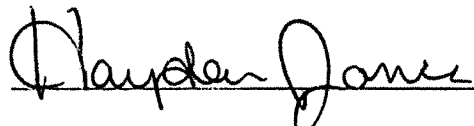
STATE OF OHIO, COUNTY OF MEDINA. SS:

BE IT REMEMBERED, that on the 4 day of APRIL, 2025, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Marcia L. Gorfido htta Marcia L. Gorfido-Ross aka Marcia L. Simpson who acknowledged the foregoing instrument to be her voluntary act and deed. No oath or affirmation was administered to Marcia L. Gorfido htta Marcia L. Gorfido-Ross aka Marcia L. Simpson with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



HAYDAN R. JONES
Notary Public, State of Ohio
My Commission Expires
05/12/2029



NOTARY PUBLIC
My Commission expires: 5/12/29

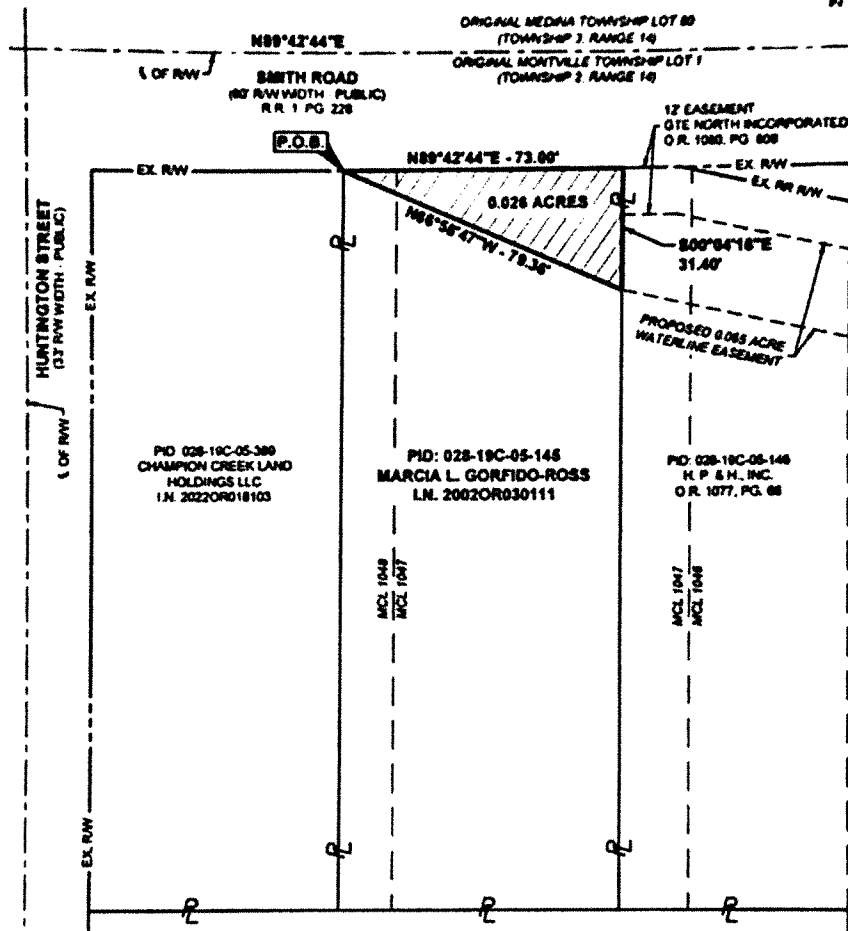
This document was prepared by: MCSE
791 W. Smith Rd., Medina, OH 44256

**STATE OF OHIO, COUNTY OF MEDINA, CITY OF MEDINA,
ORIGINAL MONTVILLE TOWNSHIP LOT 1, TOWNSHIP 2, RANGE 14
CONNECTICUT WESTERN RESERVE**

BASIS OF BEARINGS

Bearings described hereon are based on North 89 degrees 42 minutes 44 seconds East for the existing centerline of right of way for Smith Road between Huntington Street and Elmwood Avenue as measured from Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

0 15 30
SCALE 1"=30'



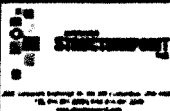
This easement exhibit was prepared by Brian P. Bingham, Registered Professional Surveyor No. 8438, is based upon an actual survey performed at the premises by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham
Professional Land Surveyor 8438

Date

**CITY OF
MEDINA, OHIO**



0.026 ACRE WATERLINE EASEMENT
FOR
**WEST SMITH ROAD
PHASE IV IMPROVEMENTS**
CITY OF MEDINA, MEDINA COUNTY, OHIO

DATE	NO. OF SHEETS
2/2/2024	1 OF 1
1 of 1	

DESCRIPTION OF A 0.026 ACRE WATERLINE EASEMENT

Situated in the State of Ohio, County of Medina, City of Medina, being located in Original Montville Township Lot 1, Township 2, Range 14, Connecticut Western Reserve, being a part of Medina City Lots 1047 and 1048, said lots being described in a deed to Marcia L. Gorfido-Ross, of record in Instrument Number 2002OR030111 (herein referred to as "Gorfido-Ross tract"), all records referenced herein are on file at the Office of the Recorder for Medina County, Ohio, and being more further bounded and described as follows:

BEGINNING at the northwest corner of said Gorfido-Ross tract, being the northeast corner of that tract of land described in a deed to Champion Creek Land Holdings LLC, of record in Instrument Number 2022OR018103, being on the south right-of-way line for Smith Road (60' R/W width - Public);

Thence North 89 degrees 42 minutes 44 seconds East, along the south right-of-way line for said Smith Road, along the north line of said Gorfido-Ross tract, a distance of 73.00 feet to the northeast corner of said Gorfido-Ross tract, being the northwest corner of that tract of land described in a deed to H. P. & H., Inc., of record in Official Record 1077, Page 66;

Thence South 00 degrees 04 minutes 16 seconds East, along the east line of said Gorfido-Ross tract, along the west line of said H. P. & H. tract, a distance of 31.40 feet to a point;

Thence North 66 degrees 58 minutes 47 seconds West, across said Gorfido-Ross tract, a distance of 79.36 feet to the POINT OF BEGINNING for this description.

The above described easement contains a total area of 0.026 acres, all of which is located within Medina County Auditor's parcel number 028-19C-05-145.

Bearings described hereon are based on North 89 degrees 42 minutes 44 seconds East for the existing centerline of right-of-way for Smith Road between Huntington Street and Elmwood Avenue, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

This description was prepared by Brian P. Bingham, Registered Professional Surveyor Number 8438, is based on an actual field survey performed by American Structurepoint, Inc, and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham
Registered Professional Surveyor No. 8438

Date

OK
J. Harned
10-16-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-198-10/14

FROM: Jansen Wehrley *JSW*

Committee: Finance

DATE: October 6, 2025

SUBJECT: Donation to Farmers and Hunters Feeding the Hungry

SUMMARY AND BACKGROUND:

Respectfully request Council authorization to donate \$2,000 to Farmers and Hunters Feeding the Hungry (FHFH). The Wayne County Chapter of FHFH currently has a program set up allowing hunters to donate the meat from their harvested deer to either Canaan Meats or Yoder Meats in Wayne County.

FHFH has donated meat to Feeding Medina County in the past and wishes to continue and expand to their abilities to provide donations to local programs and ministries in Wayne County and Medina County.

FHFH has agreed to allow the City of Medina to participate in their program and has agreed to continue providing meat donations to Feeding Medina County. Average weight of harvested deer will be recorded and distributed back to Feeding Medina County through their program.

Farmers & Hunters Feeding the Hungry (FHFH) is a 501(c)(3) nonprofit organization (EIN: 52-2151919)

Estimated Cost: \$2,000.00

Suggested Funding: 001-0707-52215

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK
J. Hanwell
10-16-25

REQUEST FOR COUNCIL ACTION

FROM: Mayor Hanwell, Jansen Wehrley *ssw*
DATE: October 6, 2025
SUBJECT: Capital Bill Grant Request FY 26-27

No. RCA 25-199-10/14
Committee: Finance

SUMMARY AND BACKGROUND:

City Council is requested to authorize the submission of the City's FY-26-27 Capital Budget proposal for a Turf Field House addition to the Medina Community Recreation Center. Medina City Schools is currently in the approval process.

The total cost of the project is estimated to be \$3,394,858. The Recreation Center has pledged up to \$500,000 from their carryforward funds towards the project and will be requesting grant funding in the amount of \$1,500,000 from the State Capital Grant Bill. The city will also seek additional funding through various community foundations and sponsors. This expansion will provide additional indoor field house space to accommodate year-round recreation opportunities. The turf flooring will provide a suitable indoor surface for various sports, wellness and fitness activities.

Council is requested to authorize and direct the Mayor to submit the request for assistance from the FY-2026-2027 capital budget. If the grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement for the implementation and administration of the grant.

Estimated Cost: \$3,394,858

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

**FY26-27 CAPITAL BILL
PROJECT INFORMATION
WORKSHEET**

(1) Project name, a brief description of overall project

Medina Community Recreation Center Turf Field House Addition

(2) Specific description of what the state capital dollars would be used for

The city would construct a 7,208 square foot addition to the north west side of the current facility. This addition would be utilized to house an indoor facility with turf flooring and clear span construction. The expansion would permit year round indoor recreation for sports, wellness and fitness activities.

(3) Physical location of project (address or parcel)

855 Weymouth Road, Medina OH 44256

(4) Entity or organization sponsoring project

City of Medina

(5) Identification of facility/asset owner during construction and after work completed

The building is owned by the Medina City Schools and the MCRC space is utilized during the school day by the high school gym classes and extra-curricular activities, as well as patrons. This use will continue during construction. This expansion project was approved by the Medina City Schools Board of Education.

The city has a 50-year lease agreement with Medina City Schools, ending on June 30, 2052, for the space specifically occupied by the Medina Community Recreation Center. Per the lease, the city will continue to operate, staff, and provide maintenance for the MCRC during and after construction.

(6) Total project cost

\$3,394,858

(7) Amount of state funding requested for FY26-27 capital biennium

\$1,500,000

(8) Amount and source of non-state funding (local, private investment, donations)

\$500,000 – City of Medina

\$1,394,858 – Donations & Sponsorships

(9) Amount of state funding the project has received in the past

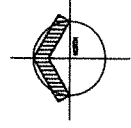
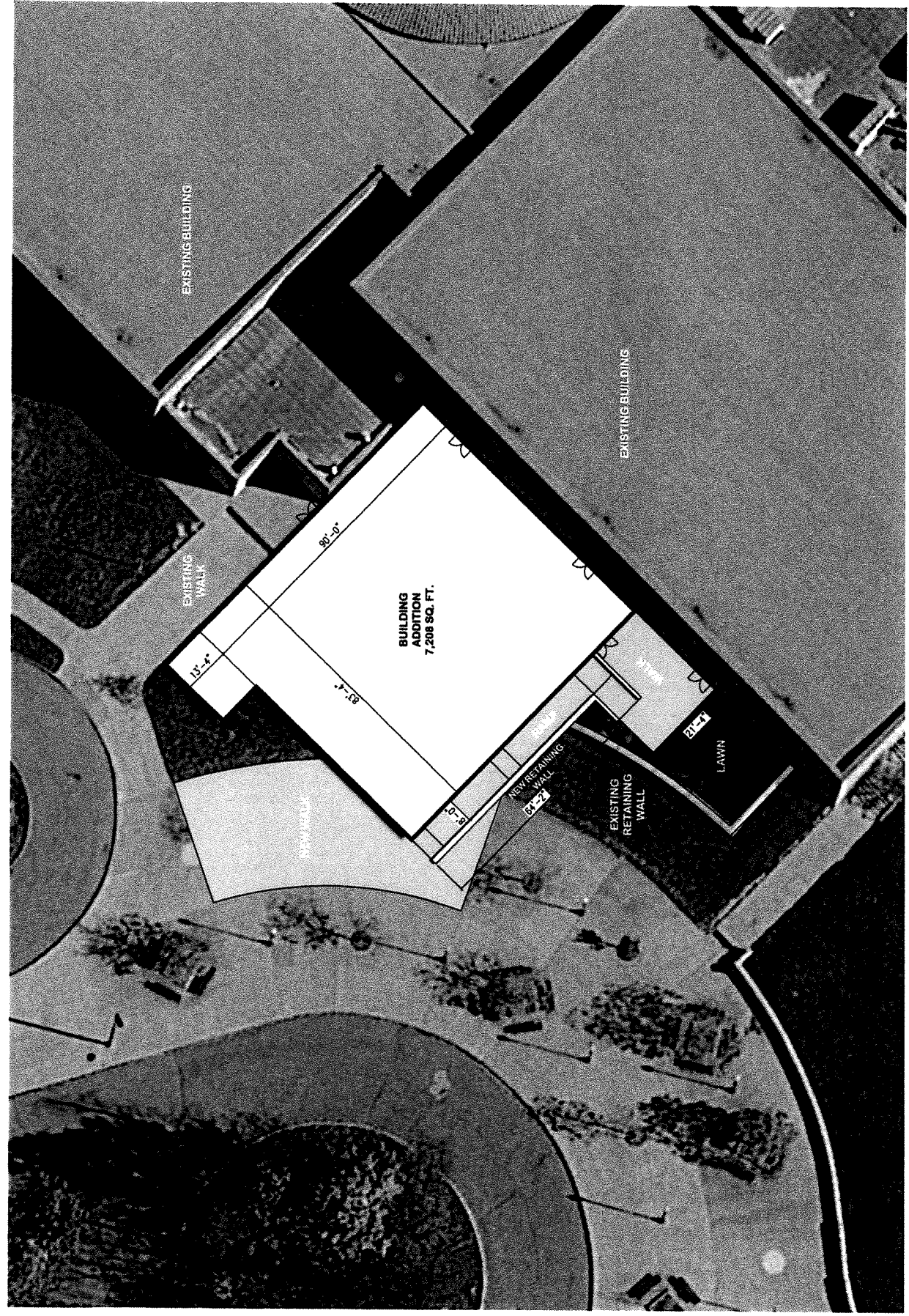
\$0

(10) Any additional information that would be of assistance in evaluation project's eligibility to receive state capital funding

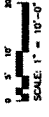
The Medina Community Recreation Center is utilized during the school day by Medina High School gym classes and extra-curricular sports activities, by the Cleveland Clinic Medina Hospital and Cleveland Clinic Children's Hospital for physical therapy services, and by patrons of the Rec Center. The Recreation Center sees an average of fifteen hundred visitors daily. The existing field house is used extensively for many activities like basketball leagues, batting cages, pickleball, summer camps and various high school sports that work well with rubberized flooring. This addition will provide a large, solid walled clear span space with turf flooring suitable for many activities often held outdoors. With Ohio's various seasons, many outdoor activities cease in the colder months. This addition will provide a dry, climate-stable space for various sports, wellness and fitness activities year-round.

(11) Project Contact Information

Barbara Dzur, Economic Development & Marketing Manager, City of Medina
330-722-9029, bdzur@medinaoh.org



MEDINA RECREATION CENTER
BUILDING ADDITION
JUNE 30, 2025
OPTION B



CONCEPTUAL SITE PLAN
SCALE: 1" = 30'-0"

FANNING
HOWEY

Field House Expansion

777 East Union Street
Medina, Ohio 44025

Medina City Schools / City
of Medina

1980

**FANNING
HOWEY**

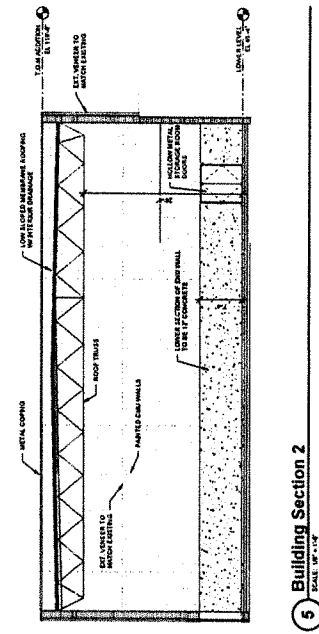
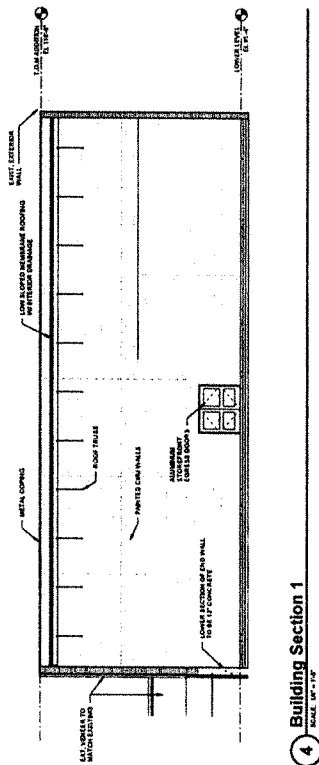
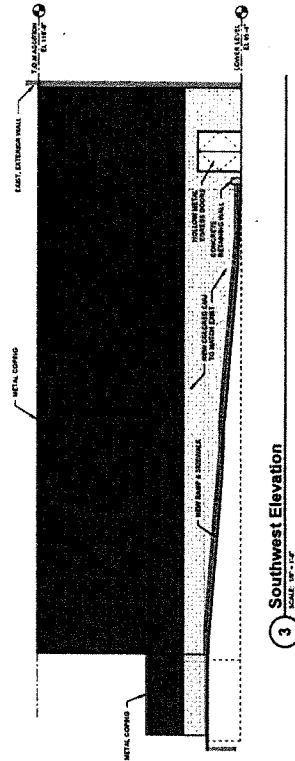
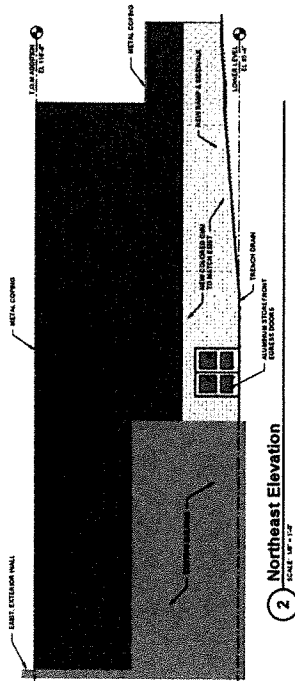
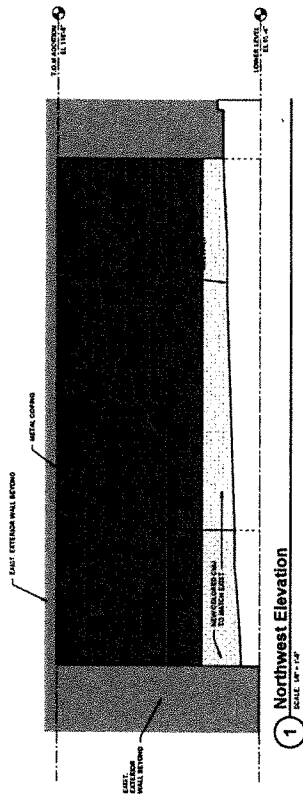
1120 725 000

1-800-768-0051

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Option B - ELEV. & SECTIONS

B.2



Medina Field House Expansion - Concept Study
Medina, Ohio

Concept Study- Opinion of Probable Cost		Summary	
Project Cost	Field House - Small (5,160sf)	Field House - Large (7,208sf)	
Hard Construction Cost (w/ escalation)	\$ 2,558,098	3,295,978	
Owner's Reserve Contingency (3%)	\$ 76,743	\$ 98,879	
Soft Costs	\$ 123,500	\$ 123,500	
- Survey	\$ 7,500		
- Soils/Environmental Reports	\$ 15,000		
- Agency Approval Fees	\$ 20,000		
- Construction Testing	\$ 20,000		
- Printing	\$ 3,000		
- Advertising	\$ 500		
- Builder's Risk Insurance	\$ 15,000		
- Non-Construction Contingency	\$ 50,000		
- A/E Fee	\$ -		
TOTAL PROJECT COST	\$ 2,765,841	\$ 3,394,858	

CLARIFICATIONS & QUALIFICATIONS:

The estimate is predicated on typical market conditions for a private works project located in northern Ohio, and assumes the receipt of four or more competitive bids from qualified contractors.

The estimate is predicated upon the receipt of single prime bids through a general contractor with appropriate levels of competition at the subcontract and materials vendor levels. Single or limited source selection of prime or major sub contractors, materials, equipment or systems packages will adversely impact the estimate. The estimate is predicated on all work being performed during first shift/standard work hours and does not include cost provisions for special phasing requirements.

The cost estimate should be updated as the design evolves and is completed.

The cost estimate represents our opinion of probable construction cost for this project.

We have exercised due professional diligence in the preparation of the estimate; and, since we have no control over final design decisions, contractor and vendor bidding strategies and market conditions, no guarantee is given or implied with the estimate.

The Estimate Excludes:

Hazardous materials abatement,

Furnishings and equipment other than those shown in the body of the estimate,

Utilities companies connection/service charges,

Construction Contingencies,

Medina Field House Expansion - Concept Study
Medina, Ohio

Concept Study- Opinion of Probable Cost

Summary

BASE BID

Field House - Small (5,160sf 57'x90')	5,160	GSF	\$	438.85	\$	2,264,466
Site Development - Small					\$	293,632
TOTAL CONSTRUCTION HARD COST	5,160	GSF	\$	495.76	\$	2,558,098

Field House - Large (7,208sf 80'x90')	#REF!	GSF	#REF!	\$	2,927,737
Site Development - Large				\$	368,241
TOTAL CONSTRUCTION HARD COST	#REF!	GSF	#REF!	\$	3,295,978

Medina Field House Expansion - Concept Study
Medina, Ohio

		TOTAL GSF		5,160
Concept Study- Opinion of Probable Cost				FH Small
		%	Systems Cost/GSF	Systems Cost Totals
Demolition & Removals		0.13%	\$ 0.48	2,500
Substructure		10.54%	\$ 39.68	204,752
Structural Frame		7.75%	\$ 29.16	150,471
Roofing		5.08%	\$ 19.12	98,645
Exterior Walls		21.52%	\$ 80.98	417,880
Interior Subdivision		4.09%	\$ 15.40	79,477
Vertical Circulation		0.00%	\$ -	-
Wall Finishes		0.94%	\$ 3.52	18,170
Floor Finishes		6.61%	\$ 24.88	128,375
Ceiling Finishes		0.85%	\$ 3.20	16,500
Specialties		0.15%	\$ 0.56	2,900
Casework & Wood Trim		0.00%	\$ -	-
Equipment		0.38%	\$ 1.43	7,400
Fire Protection		1.84%	\$ 6.93	35,750
Plumbing		2.40%	\$ 9.03	46,609
HVAC		4.26%	\$ 16.02	82,685
Electrical		4.96%	\$ 18.66	96,295
Technology Systems		0.89%	\$ 3.34	17,245
Site Development		0.00%	\$ -	-
		72.38%	\$ 272.41	1,405,653
General Conditions/General Requirements		12.87%	\$ 48.45	250,000
General Contractor's Overhead & Profit	15.00%	12.79%	\$ 48.13	248,348
Contractor's Payment & Performance Bonds	2.00%	1.96%	\$ 7.38	38,080
		100.0%	\$ 376.37	1,942,081
Design Contingency	10.00%		\$ 37.64	194,208
Cost Escalation/Bid Market Contingency	6.00%		\$ 24.84	128,177
TOTAL CONSTRUCTION HARD COST			\$ 438.85	\$ 2,264,466

**Medina Field House Expansion - Concept Study
Medina, Ohio**

		TOTAL GSF		7,208
Concept Study- Opinion of Probable Cost				FH Small
		%	Systems Cost/GSF	Systems Cost Totals
Demolition & Removals		0.10%	\$ 0.35	2,500
Substructure		11.49%	\$ 40.03	288,570
Structural Frame		11.22%	\$ 39.07	281,635
Roofing		4.88%	\$ 17.01	122,574
Exterior Walls		19.34%	\$ 67.36	485,530
Interior Subdivision		3.57%	\$ 12.45	89,758
Vertical Circulation		0.00%	\$ -	-
Wall Finishes		1.20%	\$ 4.19	30,195
Floor Finishes		7.08%	\$ 24.65	177,677
Ceiling Finishes		0.66%	\$ 2.29	16,500
Specialties		0.14%	\$ 0.50	3,583
Casework & Wood Trim		0.00%	\$ -	-
Equipment		0.29%	\$ 1.03	7,400
Fire Protection		1.87%	\$ 6.50	46,852
Plumbing		2.08%	\$ 7.26	52,309
HVAC		4.43%	\$ 15.44	111,286
Electrical		4.26%	\$ 14.84	106,986
Technology Systems		0.69%	\$ 2.39	17,245
Site Development		0.00%	\$ -	-
		73.30%	\$ 255.36	1,840,600
General Conditions/General Requirements		11.95%	\$ 41.62	300,000
General Contractor's Overhead & Profit	15.00%	12.79%	\$ 44.55	321,090
Contractor's Payment & Performance Bonds	2.00%	1.96%	\$ 6.83	49,234
		100.0%	\$ 348.35	2,510,924
Design Contingency	10.00%		\$ 34.84	251,092
Cost Escalation/Bid Market Contingency	6.00%		\$ 22.99	165,721
TOTAL CONSTRUCTION HARD COST			\$ 406.18	\$ 2,927,737

OK
St. Hensell
10-6-25
jsu

REQUEST FOR COUNCIL ACTION

No. RCA 25-200-10/14
Committee: Finance

FROM: Medina Recreation Center
DATE: October 3, 2025
SUBJECT: Request to Accept Baby Changing Table Donations

SUMMARY AND BACKGROUND:

Request to accept donations to the Recreation Center.

Foundations Worldwide, Inc. has generously offered to donate six stainless steel baby changing stations for use throughout the Recreation Center. These units are to replace aging and broken plastic tables, most of which are original to the building. These changing stations are valued at \$2,579.94.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Christy Moats

From: Gregory Burchard <gburchard@foundations.com>
Sent: Friday, October 3, 2025 11:10 AM
To: Christy Moats
Subject: RE: Sova UCT installation

Hi Christy,

I didn't require a quote for this, but I can generate one for the Council if needed. The total value for 6 of the frameless stainless-steel units = **\$2,579.94**

Gregory Burchard
Office: 330-722-5033 x117
Mobile: 330-410-7941
gburchard@foundations.com

From: Christy Moats <cmoats@medinaoh.org>
Sent: Friday, October 3, 2025 11:04 AM
To: Gregory Burchard <gburchard@foundations.com>
Subject: RE: Sova UCT installation

Gregory,

Did you have a valuation for the Baby changing tables or a quote for us to sign for those as well? I am putting that on our next Council meeting October 14th to formally accept the donation...and get another news article hopefully!!
Christy

From: Gregory Burchard <gburchard@foundations.com>
Sent: Friday, October 3, 2025 11:01 AM
To: Christy Moats <cmoats@medinaoh.org>; Kate McFarlane <kmcfarlane@foundations.com>; Cheryl Boncek <cherylboncek@gmail.com>; Meghan Caughey <mcaughey@medinaoh.org>; Hannah Humphries <HHumphries@foundations.com>
Cc: Stacey Vaseaney <slvaseaney@slvpr.com>
Subject: RE: Sova UCT installation

Hi Christy,

I'm sorry to hear about these complications, but that you can delay the opening until Wednesday so the locker rooms can be complete. I notified our logistics team, and they are in contact with the LTL company. I will update you there when available. Hopefully, this project goes smoothly across the finish line early next week. I'm looking forward to seeing your new space! And yes, patience is certainly a virtue!!

RCN 25-201-10/14

Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

x
X

NO. 2023-000
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		106-0101-53315	Tools & Minor Equipment	100.00		X	Donation
			Total increases to fund:				
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

Appropriate donation From Marie McNaughton to tools and minor equipment.

DEPARTMENT HEAD:

DATE: 10/1/2025

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED:

DENIED:

RETURNED FOR EXPLANATION:

RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO.

CLERK OF COUNCIL/DATE

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

2025-038

NO. 2023-0xx
(Finance use only)

X
X

EXPLANATION:

To appropriate donation for visitor guides from Medina County Historical Society.

[Handwritten signature]

DATE: 10/3/25

DATE: _____

COUNCIL/COMMITTEE ACTION:

.....

ORD. NO. 71-25

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

2025-039

X
X

NO ~~2026-0~~
(Finance use only)

EXPLANATION:

DEPARTMENT HEAD:

DATE: 10/16/25

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED:

DENIED:

RETURNED FOR EXPLANATION:

RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO. 171-25

CLERK OF COUNCIL/DATE

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

RCA 25-202-10/14

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

Finance
Only

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

Date: 10/2/2025 Department: Forestry

Amount requested: _____ BOC Approval Date: _____
Fill below for increases only (Finance Use Only)

Increase Amount: \$3,000.00 PO Number to increase: 25-0021

New PO Total with increase: \$23,000.00

Account Number: 001-0420-54411

Vendor: Davis Tree Farm & Nursery Inc. D00120

Department Head/Authorized Signature: _____

Item/Description:
Increase p.o. for Trees / Fall Planting

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

Date Approved/Denied by Finance Committee: _____

Clerk of council Date to Finance: _____

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

OK
M. Hanwell
10-7-25

REQUEST FOR COUNCIL ACTION

FROM: Mayor Hanwell, Kimberly Marshall

DATE: October 7, 2025

SUBJECT: Capital Bill Grant Request

No. RCA 25-203-10/14

Committee: Finance

SUMMARY AND BACKGROUND:

City Council is requested to authorize the submission of the City's FY-26-27 Capital Budget proposal for a Medina Municipal Airport Project and Cost TBD.

Council is requested to authorize and direct the Mayor to submit the request for assistance from the FY-2026-2027 capital budget. If the grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement for the implementation and administration of the grant.

Estimated Cost: T.B.D.

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

21
27 Hanner
10-7-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-204-10/14

FROM: Chief Walters
DATE: 10/7/2025
SUBJECT: Galleri - Cancer Screening

Committee Finance

SUMMARY AND BACKGROUND:

Requesting Finance approval to participate in the Galleri Multi-cancer early detection screenings for the Medina Firefighters. Cancer is now the #1 cause of firefighter fatalities. The National Institute for Occupational Safety and Health (NIOSH) identified that firefighters have a 9% greater risk of being diagnosed with cancer and a 14% greater chance of dying from cancer than the general U.S. population.

The Grail Galleri early detection test was chosen over all other available screenings following extensive research that included published studies, national health and wellness standards and recommendations.

45 x 649 = \$ 29,205

Suggested Funding:

- Sufficient funds in Account No. 107-0110-52226
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

GRAIL

Detect cancer early, when it can be cured

QUOTE

1525 O'Brien Dr | 4001 E NC 54 Hwy Assembly Suite 1100
Menlo Park, CA 94025 | Durham, NC 27709

BILL TO: Medina Fire Department	SHIP TO:	QUOTE #: 9832478	QUOTE DATE: 09/08/2025	PO # (as applicable): to be provided by customer	QUOTE PREPARER: Amy McCormick
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Description	Qty		Unit Price	Total
Galleri tests for fire dept	45		\$649	\$29,205
Subtotal				\$29,205
Tax (if applicable)				0
Total				\$29,205

Thank you!

REQUEST FOR COUNCIL ACTION

From: John Coyne, Pres. Of Council

No. RCA 25-205 - 10/14

Date: October 6, 2025

Committee: Finance

Subject: 2025 Salary Comparison Discussion

Summary and background:

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ____ No ____

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

All Positions

10/6/2025

Annual Salary Comparison - 2025

City	Chief Building Official	Community Dev. Dir.	Economic Dev. Dir.	City Engineer	Fire Chief	Law Director	Medina TV	Parks Director	Police Chief	Service Director
Avon Lake	x	\$118,153	x	x	\$158,357	\$108,212	x	\$101,892	\$136,364	\$122,570
Beachwood	\$135,020	x	\$137,570	\$149,900	\$178,022	x	x	\$159,418	\$156,083	\$151,706
Brunswick	x	\$125,337	x	x	x	\$69,790	x	\$90,550	\$122,479	\$98,800
Green	x	\$122,660	x	\$120,500	\$131,000	\$65,000	x	x	x	\$118,900
Hudson	x	\$153,920	\$107,786	\$157,768	\$165,173	x	\$88,587	\$105,248	\$165,173	\$165,173
Independence	\$106,234	\$97,682	\$112,000	\$125,664	\$134,119	x	x	\$118,015	\$139,034	\$117,425
N. Ridgeville	\$114,638	\$139,050	x	\$121,128	\$147,243	\$94,044	x	\$83,732	\$143,666	\$133,900
Solon	\$85,000	\$114,400	\$130,052	\$130,052	\$136,000	\$89,944	x	\$106,600	\$137,000	\$106,600
Strongsville	\$133,890	x	\$136,573	\$144,144	\$160,514	\$99,961	x	\$119,038	\$160,514	\$177,362
Wadsworth	x	\$110,772	\$110,777	\$138,000	\$119,000	\$105,500	x	\$86,713	\$123,658	\$182,934
Westlake	\$153,140	\$135,594	\$107,627	\$136,000	\$168,045	\$102,625	x	\$117,008	\$159,521	\$130,000
Wooster	\$104,725	x	\$101,192	\$120,640	\$122,491	\$124,155	x	\$108,992	\$131,643	\$157,996
Average	\$118,950	\$124,174	\$117,947	\$134,380	\$147,269	\$95,470	\$88,587	\$108,837	\$143,194	\$138,614
Medina	\$133,910	\$101,962	\$85,384	\$149,869	\$102,523	\$147,674	\$0	\$130,062	\$149,989	\$136,344

x - No similar position

- ** Strongsville Law Director is Part-time
- ** Solon Chief Bldg. Official is an average - position currently vacant
- ** Green Law Director elected and part-time
- ** Green has Planning Director - no ED or Community Development Directors - All f/t positions full benefits
- ** Beachwood Law Director is Part-time - Salaries vary due to years of service

Chief Building Official

Annual Salary and Benefits Comparison - 2025

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake						
Beachwood	\$135,020		\$0	3 yrs	No	No
Brunswick						
Green						
Hudson						
Independence	\$106,234		Yes	13 yrs		
N. Ridgeville	\$114,638		\$919/mo	33 yrs	No	No
Solon	\$85,000					
Strongsville	\$133,890		\$150	2 yrs	Yes	
Wadsworth	x					
Westlake	\$153,140					
Wooster	\$104,728	Building Official	10 percent	1 yr	No	No
Average	\$118,950	-	\$75	#DIV/0!	-	#DIV/0!
Medina	\$133,910	Building Official	15%/20%		Yes	\$0

x - No similar position

Community Development Director Annual Salary and Benefits Comparison - 2025

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	\$118,153	Planning				
Beachwood	x	x	x	x	x	x
Brunswick	\$125,337	Planning, Economic Dev., & Building				
Green	\$122,260	Planning & Economic Dev.				
Hudson	\$153,920	Planning & Economic Dev.				
Independence	\$97,682	Planning	Yes	4 yrs	x	x
N. Ridgeville	\$139,050	Planning & Economic Dev.		3 yrs	x	x
Solon	\$114,400	Planning				
Strongsville	x	x	x	x	x	x
Wadsworth	\$110,772	Planning Director	\$75 bi-week	12		
Westlake	\$135,594	Planning & Economic Dev.				
Wooster	x	x	x	x	x	x
Average	\$124,130	-	#DIV/0!	\$12	-	#DIV/0!
Medina	\$101,962	Planning, Economic Dev., & Building	15%/20%	4	No	\$0

x - No similar position

Economic Development Director

Annual Salary and Benefits Comparison - 2025

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	x	Economic Development				
Beachwood	\$137,570	Economic Development	\$0	3 yrs	No	No
Brunswick	x					
Green	x					
Hudson	\$107,786	Economic Development				
Independence	\$112,000	Economic Development	Yes	5 yrs	x	x
N. Ridgeville	x					
Solon	\$130,052					
Strongsville	\$136,573	Economic Development	\$150	20 yrs	No	x
Wadsworth	\$110,777	Economic Development	\$74 bi-week	12 yrs		
Westlake	\$107,627					
Wooster	\$101,192	Economic Development	10 percent	12 yrs	No	No
Average	\$117,947	-	\$75	#DIV/0!	-	#DIV/0!
Medina	\$85,384	Economic Development	15%/20%	14.5	No	\$0

x - No similar position

City Engineer **Annual Salary and Benefits Comparison - 2025**

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake						
Beachwood	\$149,900		4 percent	*	<i>Starts 10/6/25</i>	
Brunswick						
Green	\$120,500					
Hudson	\$157,768					
Independence	\$125,664		Yes	17 yrs		
N. Ridgeville	\$121,128		\$2,296/mo	7 yrs	x	x
Solon	\$130,052					
Strongsville	\$144,144		\$150	25 yrs	Yes	No
Wadsworth	\$138,000	City Engineer	\$75 bi-week	1.5 yrs		
Westlake	\$136,000					
Wooster	\$120,640	City Engineer	10 percent	12 yrs	No	No
Average	\$134,380	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$149,869	City Engineer	15%/20%		No	\$0

x - No similar position

City Engineer **Annual Salary and Benefits Comparison - 2025**

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake						
Beachwood	\$149,900		4 percent	Started 10/6/25		
Brunswick						
Green	\$120,500					
Hudson	\$157,768					
Independence	\$125,664		Yes	17 yrs		
N. Ridgeville	\$121,128		\$2,296/mo	7 yrs	x	x
Solon	\$130,052					
Strongsville	\$144,144		\$150	25 yrs	Yes	No
Wadsworth	\$138,000	City Engineer	\$75 bi-week	1.5 yrs		
Westlake	\$136,000					
Wooster	\$120,640	City Engineer	10 percent	12 yrs	No	No
Average	\$134,380	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$149,869	City Engineer	15%/20%		No	\$0

x - No similar position

Fire Chief

Annual Salary and Benefits Comparison - 2025

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	\$158,357					
Beachwood	\$178,022		4 percent	33 yrs	Yes	No
Brunswick						
Green	\$131,000					
Hudson	\$165,173					
Independence	\$134,119		Yes	32 yrs		
N. Ridgeville	\$147,243		\$2,296/mo	34 yrs	Yes	x
Solon	\$136,000					
Strongsville	\$160,514		\$150	32 yrs	Yes	x
Wadsworth	\$119,000	Fire Chief	\$75 bi-week	31 yrs		
Westlake	\$168,045					
Wooster	\$122,491	Fire Chief	10 percent	20 yrs	Yes	x
Average	\$147,269	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$102,523	Medina, Medina Twp., Montville Twp.	15%/20%		Yes	\$0

x - No similar position

Law Director **Annual Salary and Benefits Comparison - 2025**

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	\$108,212					
Beachwood						
Brunswick	\$69,790					
Green	\$65,000					
Hudson						
Independence						
N. Ridgeville	\$94,044		N/A	21 yrs	x	x
Solon	\$89,944					
Strongsville	\$99,961		\$150	9 yrs	x	x
Wadsworth	\$105,500		\$160/mo	5 yrs		
Westlake	\$102,625					
Wooster	\$124,155		10 percent	1 yr	x	x
Average	\$95,470	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$147,674	Law Director	15%/20%		No	\$0

x - No similar position

Parks Director **Annual Salary and Benefits Comparison - 2025**

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	\$101,892					
Beachwood	\$159,418		4 percent	1 yr	x	x
Brunswick	\$90,550					
Green						
Hudson	\$105,248					
Independence	\$118,015		Yes	33 yrs		
N. Ridgeville	\$83,732		\$2296/mo	15 yrs	x	x
Solon	\$106,600					
Strongsville	\$119,038		\$150	25 yrs	Yes	x
Wadsworth	\$86,713	Supervisor, grounds & facilities	\$74 bi week	5 yrs		
Westlake	\$117,008					
Wooster	\$108,992		10 percent	11 yrs	Yes	x
Average	\$108,837	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$130,062	Parks, Rec. Center, Cemetery	15%/20%			\$0

x - No similar position

Police Chief

Annual Salary and Benefits Comparison - 2025

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	\$136,364					
Beachwood	\$156,083		4 percent	1 yr	Yes	x
Brunswick	\$122,479					
Green						
Hudson	\$165,173					
Independence	\$139,034		Yes	4 yrs		
N. Ridgeville	\$143,666		\$2296/mo	31 yrs	Yes	x
Solon	\$137,000					
Strongsville	\$160,514		\$150	30 yrs	Yes	x
Wadsworth	\$123,658	Police Chief	\$60 bi week	31 yrs		
Westlake	\$159,521					
Wooster	\$131,643		10 percent	27 yrs	Yes	x
Average	\$143,194	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$149,989	Medina, Medina Twp., Lafayette Twp.	15%/20%		Yes	\$0

x - No similar position

Service Director

Annual Salary and Benefits Comparison - 2025

City	Salary	Responsibilities	Health Care Contribution	Years at City	Take Home Vehicle	Annual Bonus
Avon Lake	\$122,570					
Beachwood	\$151,706	Water, Sanitation, Streets	4 percent	36 yrs	Retired Retired	x
Brunswick	\$98,800					
Green	\$118,900					
Hudson	\$165,173					
Independence	\$117,425		Yes	4 yrs		
N. Ridgeville	\$133,900		\$2296/mo	17 yrs	x	x
Solon	\$106,600					
Strongsville	\$177,362		\$150	31 yrs	Yes	x
Wadsworth	\$182,934		\$74 bi week	18 yrs		
Westlake	\$130,000					
Wooster	\$157,996		10 percent	25 yrs		
Average	\$138,614	-	\$150	#DIV/0!	-	#DIV/0!
Medina	\$136,344	Water, Sanitation, Streets	15%/20%			\$0

x - No similar position

REQUEST FOR COUNCIL ACTION

From: Breg 1 farber

No. RCA 25-206-10/14

Date: 10/8/25

Committee: Finance

Subject: Amendment to Cell Tower lease

Summary and background:

Attached is a negotiated amendment to the American Tower lease with the City of Madras. A special council approval for Mayor to sign the amended lease.

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ☐ No ☒

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Medina ("**Landlord**") and American Towers LLC, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 2, 1999 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Ten thousand and xx/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 31, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease executed by Landlord. In the event that Tenant elects to pay the one-time payment prior to the satisfaction of any of the conditions precedent, Landlord shall still be required to comply with items (a) through (d) above and the other terms and conditions of this Amendment shall apply and be binding upon issuance of such payment by Tenant.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment and assuming the exercise by Tenant of all remaining renewal terms in the Lease, has a final expiration date of August 31, 2029 (the "**Current Expiration Date**"). Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence on the day immediately following the Current Expiration Date, and all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.

3. **Additional Ground Space.**

- a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, effective as of the Effective Date (as defined below) Landlord hereby leases to Tenant approximately an additional **one thousand two hundred twenty-four square feet (1,224 sq. ft.)** of land (the **"Expanded Lease Area"**). The Expanded Lease Area is described, depicted and/or designated on **Exhibit B** attached hereto and by this reference made a part hereof. Tenant may use the Expanded Lease Area in the same manner that Tenant is permitted to use the Leased Premises. After the Effective Date, the Expanded Lease Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expanded Lease Area.
 - b. Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Expanded Lease Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Expanded Lease Area. Further, at any time on and after the Effective Date, Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Expanded Lease Area for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Expanded Lease Area. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel, Leased Premises and/or the Expanded Lease Area in conducting these activities.
4. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **two thousand two hundred and xx/100 Dollars (\$2,200.00)** per month (the **"Rent"**). Commencing on September 1, 2025 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **four percent (4%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **"City of Medina"**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

5. **Revenue Share.**

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty-five percent (25%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the **"Additional Collocator"**) subsequent to the Effective Date (any such amounts, the **"Collocation Fee"**). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant, in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the **"Tower"**), or for costs, expenses, fees, or other charges incurred or

associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors- in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Relocation of Access Easement.** Following the Effective Date of this Amendment, Landlord shall have the one-time right to request relocation of the access easement and an amendment to the existing legal description of the access easement described in the attached Exhibit A at Landlord's sole expense, upon no less than thirty (30) days written notice to Tenant ("**Written Notice**"). The proposed location of the new access easement is depicted in **Exhibit C** (the "**Proposed Access Easement**"), which is acceptable to Tenant, but have not yet been approved by the subtenants, which approval is required. Along with the Written Notice, Landlord shall provide a copy of the survey and legal description depicting the Proposed Access Easement. Landlord shall also obtain any and all necessary jurisdiction, zoning and government approvals for the Proposed Access Easement,

specifically any regulations as they pertain to wireless telecommunications facilities. Following Landlord's request to proceed with the relocation, Tenant shall promptly request approval from its subtenants and shall in good faith endeavor to provide a response within 90 days of Landlord's request. The Proposed Access Easement shall provide access to the Leased Premises of the same or similar quality and accessibility as exists on the Effective Date hereof and shall be at least fifteen (15) feet wide. Landlord agrees that such relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day, 7 days a week. Following subtenant approval, the Parties agree to prepare and execute an amendment to the Lease and Memorandum of Lease for the purpose of revising the existing legal description of the access easement as described in the attached Exhibit A. Landlord shall be responsible for the costs of recording the new Memorandum of Lease. If Landlord or Tenant files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

7. **Notices.** The Parties acknowledge and agree that Section 19 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: Mayor and Law Director, 132 N. Elmwood Ave., Medina, OH 44256; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Deletions.** The Parties acknowledge and agree that Section 10(b) of the Lease and the last sentence in the first paragraph of Section 12 are hereby deleted in their entirety and are of no further force and effect.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

**City of Medina,
an Ohio municipal corporation,**

Signature: _____

Print Name: _____

Title: Mayor

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: Senior Counsel

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from the vesting deed (or deeds) to the fee owner of the Parent Parcel that includes the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

and known as being part of Medina City Lot Number 3250 being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

Being situated in the County of Medina, State of Ohio, and being known as
Medina County APN: 028-19C-20-096.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements.

This is a description for AT&T Wireless Services of an area to be leased from The City of Medina, (the Grantor) as recorded in (OR-38, pg.769) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:
Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30°, all pins called out as set are 3/8" x 30" ReBars..
Beginning at a steel pin set at the Southeast corner of the said Lease Site on the South line of the lands of the Grantor, said line also being the South line of said City Lot 3250, and being 270° 08' 20" a distance of 133.35' from the Southeast corner of said City Lot 3250;
Thence continuing with the said South line of the lands of the Grantor, 270° 08' 20" a distance of 74.65' to a steel pin recovered at the Southwest corner of the said lands of the Grantor;
Thence with the West line of the said lands of the Grantor, 0° 04' 11" a distance of 70.00' to a set steel pin;
Thence through the said lands of the Grantor with the following two (2) courses;
(1) 90° 08' 54" a distance of 76.06' to a set steel pin;
(2) 181° 13' 39" a distance of 70.00' to the point of Beginning.
This tract contains 5274.67 square feet or 0.121 acres more or less.

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANDED LEASE AREA

EXPANDED LEASE AREA

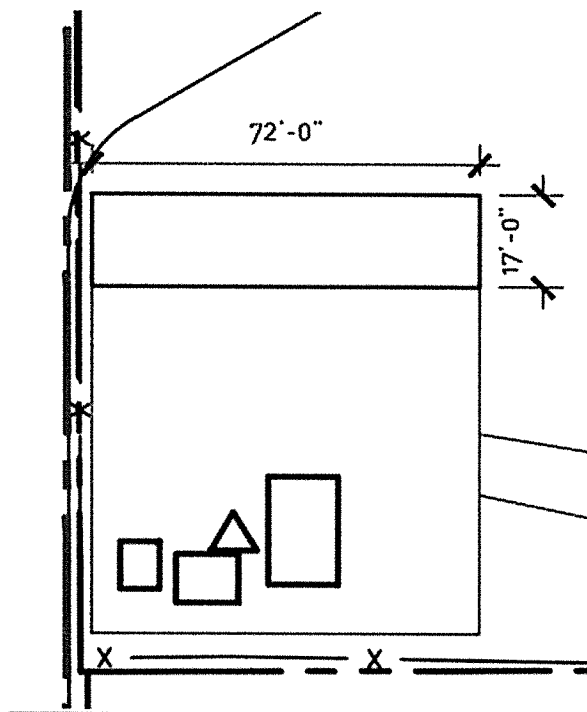
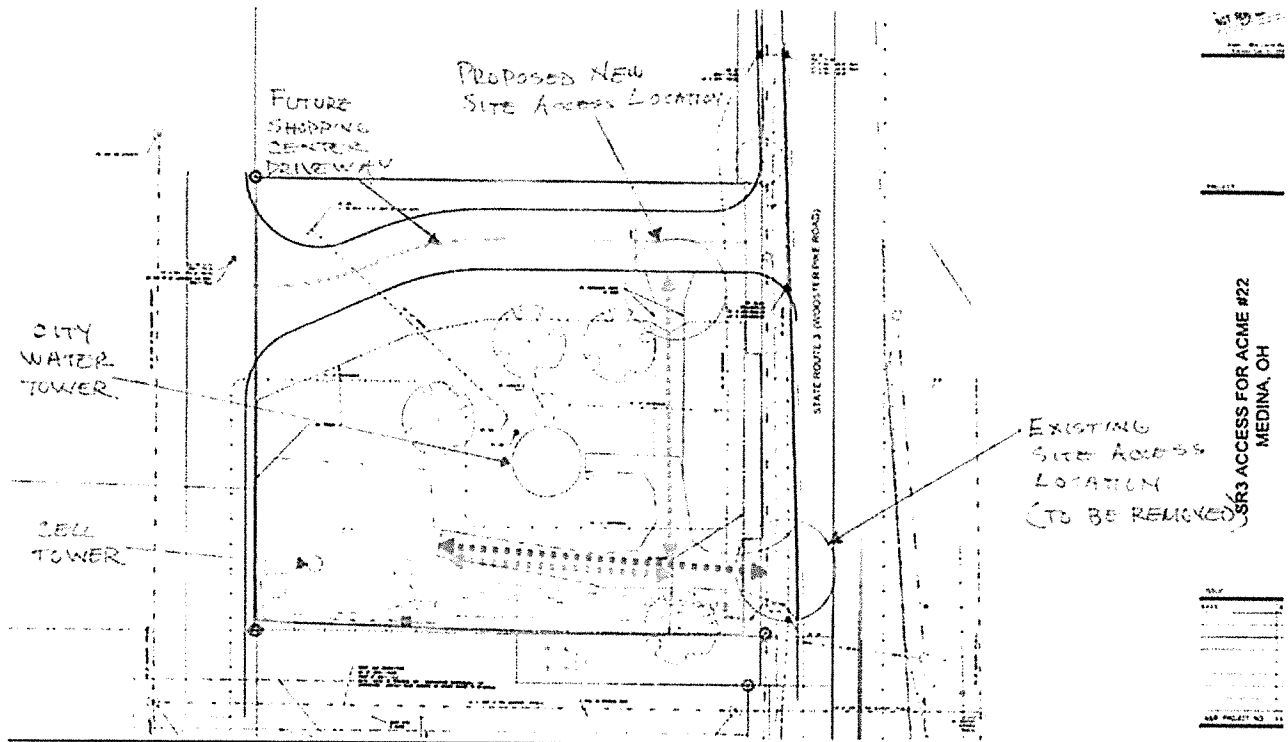


EXHIBIT C

PROPOSES ACCESS EASEMENT



Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 50745
ATC Site Name: MEDINA OH
Assessor's Parcel No(s): 028-19C-20-096

Prior Recorded Lease Reference:

Vol 2000OR Bk 000385
State of Ohio
County of Medina

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **City of Medina ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 2, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2065. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Expanded Lease Area/ Additional Areas.** The Landlord has granted to Tenant an Expanded Lease Area by approximately one thousand two hundred twenty-four (1,224) square feet as depicted and/or described on **Exhibit B** attached hereto and by this reference made a part hereof.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of

ATC Site No: 50745
Site Name: MEDINA OH

Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO BOX 703, MEDINA, OH 44258-0703; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

**City of Medina,
an Ohio municipal corporation**

Signature: _____
Print Name: _____
Title: Mayor
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, Mayor, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Towers LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: Senior Counsel

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, _____
the undersigned Notary Public, personally appeared _____,
Senior Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s)
or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

and known as being part of Medina City Lot Number 3250
being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

Being situated in the County of Medina, State of Ohio, and being known as
Medina County APN: 028-19C-20-096.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

This is a description for AT&T Wireless Services of an area to be leased from The City of Medina, (the Grantor) as recorded in (OR-38, pg.769) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:

Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30", all pins called out as set are 3/8" x 30" ReBars.. Beginning at a steel pin set at the Southeast corner of the said Lease Site on the South line of the lands of the Grantor, said line also being the South line of said City Lot 3250, and being 270° 08' 20" a distance of 133.35' from the Southeast corner of said City Lot 3250; Thence continuing with the said South line of the lands of the Grantor, 270° 08' 20" a distance of 74.65' to a steel pin recovered at the Southwest corner of the said lands of the Grantor; Thence with the West line of the said lands of the Grantor, 0° 04' 11" a distance of 70.00' to a set steel pin; Thence through the said lands of the Grantor with the following two (2) courses;
(1) 90° 08' 54" a distance of 75.06' to a set steel pin;
(2) 181° 13' 39" a distance of 70.00' to the point of Beginning.
This tract contains 5274.57 square feet or 0.121 acres more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

This is a description for AT&T Wireless Services of an easement, for the purpose of ingress, egress and wire utilities from the West line of SR-3 (South Court Street) to the Lease Site, through the lands of The City of Medina, (the Grantor) as recorded in (OR-38, pg.769) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:

Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30". Beginning at a point on the West line of SR-3 at the Southeast corner of said City Lot 3250, said point also being the Southeast corner of the said lands of the Grantor; Thence with the South line of said City Lot 3250 and the said South line of the lands of the Grantor, 270° 08' 20" a distance of 133.35' to a steel pin at the Southeast corner of the said Lease Site; Thence with the East line of the said Lease Site, 1° 13' 39" a distance of 35.60' to a point; Thence through the said lands of the Grantor with the following three (3) courses;
(1) 90° 08' 20" a distance of 117.63' to a point;
(2) 0° 08' 20" a distance of 5.00' to a point;
(3) 90° 08' 20" a distance of 15.00' to a point on the said West line of SR-3 and the East line of the said lands of the Grantor; Thence with the said West line of SR-3 and the said East line of the lands of the Grantor, 180° 04' 35" a distance of 40.69' to the point of Beginning.

EXHIBIT B
Expanded Lease Area/Additional Areas

This Exhibit B may be replaced at Tenant's option as described below.

