

**FINANCE COMMITTEE AGENDA**  
**January 12, 2026**

**Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 26-001-1/12 – GAAP Conversion Contract w/ Rea & Associates for 2025-2027
3. 26-002-1/12 – Purchase Agreement – Sale of 5.4235 Acres to 303 Pop Culture, LLC
4. 26-003-1/12 – Expenditure – Best Equipment Co. – Street Dept.
5. 26-004-1/12 – Expenditure – Signal Service Co. – Street Dept.
6. 26-005-1/12 – Expenditure – Lake County Sewer Co. – Street Dept.
7. 26-006-1/12 – West Liberty Street Zoning Map Amendment
8. 26-007-1/12 – Grant Application & Approval 2024 Patrick Leahy Bulletproof Vest Prog.
9. 26-008-1/12 – Grant Application, 2025 Bureau of Justice Assistance – Ballistic Vests
10. 26-009-1/12 – Budget Amendments  

#2026-001 – Misc.
11. 26-010-1/12 – Fund Transfer – MCRC Capital Contribution
12. 26-011-1/12 – Fund Transfer – Railroad Fund
13. 26-012-1/12 – Then & Now – Flock Safety – Police Dept.
14. 26-013-1/12 – Purchase 2026 Ford F-250 – Cemetery
15. 26-014-1/12 – Amend Code 133.01 – Association Memberships – CUE-COG
16. 26-015-1/12 – Medina Municipal Courthouse Change Order #01
17. 26-016-1/12 – Fair Market Value Estimates – S. Huntington Bridge
18. 26-017-1/12 – Railroad Crossing Agreement & Letter Agreement – Prospect St. Bridge
19. 26-018-1/12 – Accept Donation & Purchase Agreement – 38 Foundry St.
20. 26-019-1/12 – Petitions to Join JEDD
21. 26-020-1/12 – Electric Aggregation Pricing
22. Executive Session: (contract negotiations)

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 26-001-1/12 – GAAP Conversion Contract w/ Reah and Associates 2025-2207
- 26-002-1/12 – Authorize sale of 5.4235 acres of former Bennett Lumber property
- 26-003-1/12 – Expenditure – Best Equipment – Street Dept.
- 26-004-1/12 – Expenditure – Signal Service Co. – Street Dept.
- 26-005-1/12 – Expenditure – Lake County Sewer – Street Dept.
- 26-006-1/12 – W. Liberty Street Zoning Map Amendment C-1 to C-3
- 26-007-1/12 – Grant Approval 2024 Patrick Leahy Bullet Proof Vest Partnership – Police
- 26-008-1/12 – Grant Application – 2025 Bureau of Justice Assistance – Officer Ballistic Vests
- 26-009-1/12 – Budget Amendments
- 26-010-1/12 – Transfer Request – MCRC Capital Contribution
- 26-011-1/12 – Transfer Request – Railroad Fund
- 26-012-1/12 – Then & Now – Flock Safety – Police Dept.
- 26-013-1/12 – Purchase 2026 Ford F-250 – Cemetery
- 26-014-1/12 – Amend Code 133.01 – Association Memberships, CUE-COG – Service
- 26-015-1/12 – Medina Municipal Courthouse – Change Order #01
- 26-016-1/12 – FMVE's for S. Huntington Street Bridge
- 26-017-1/12 – Railroad Crossing Agreement and Letter Agreement – Prospect St. Bridge
- 26-018-1/12 – Accept Donation – Sign Purchase Agreement – 338 Foundry St.
- 26-019-1/12 – Petitions to Join JEDD – Cobblestone Crossings LLC & Lakefront Ohio LLC
- 26-020-1/12 – Electric Aggregation Pricing

### **Special Legislation Committee**

- 26-021-1/12 – Modify Current Deer Abatement Ordinance

### **Streets & Sidewalks Committee**

- 26-022-1/12 – Modify Current Sidewalk Program
- 26-023-1/12 – Modify Parking Around the Square
- 26-024-1/12 – Traffic Signal Timing Throughout the City

**REQUEST FOR COUNCIL ACTION**

No. RCA 26-001-1/12

**FROM:** Keith H. Dirham  
**DATE:** Thursday, December 4, 2025  
**SUBJECT:** GAAP Conversion Contract with Rea and Associates for 2025-2027

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

Rea has been handling our GAAP Conversion for many years. Currently the same firm also handles our Audit. Note that the Auditor is selected by the State with out input. The prior GAAP Conversion contract was accepted by Ordinance 80-23 (attached) and was at the following rates:

- \$23,600 for 2022
- \$24,800 for 2023
- \$26,000 for 2024

The new proposal (also attached) is at the following rates:

- \$28,119 for 2025
- \$29,530.10 for 2026
- \$31,003 for 2027

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No. 001-0707-52215
- 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:**



December 4, 2025

Keith Dirham, Finance Director  
City of Medina  
132 N Elmwood  
Medina, OH 44256

Dear Mr. Dirham:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Medina, Ohio (City) a proposal to prepare the City's annual Basic Financial Statements.

**The Objective and Scope of the Preparation of the Financial Statements**

You have requested that we prepare the annual basic financial statements of City of Medina for the fiscal years ending December 31, 2025, 2026 and 2027 on a continuous basis. The financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

**Our Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. The prevention and detection of fraud;
4. To ensure that the entity complies with the laws and regulations applicable to its activities;
5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
6. To provide us with:
  - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;
  - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
  - c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

Keith Dirham, Finance Director, will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

### **Records and Assistance**

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

### **Use of Subcontractors and Third-Party Products**

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. Those third-party service providers we use to assist us in providing services to you are collectively referred to herein as "Subcontractors". We may share your information, including Confidential Information and Personal Information, with our Subcontractors; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of our technology infrastructure. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of the licensor of such Third-Party Product, relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein, and you acknowledge and agree that such City-provided data and information may be collected, processed, stored and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of Third-Party Products.

To the extent Rea gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Company shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product. The City agrees to indemnify and hold REA harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, or other problems. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Data Protection Compliance**

Prior to disclosing to a Rea Party or the granting of access to a Rea Party, you will identify in writing any personal, technical, or other data, information or items, provided or made accessible to a Rea Party pursuant to this Engagement Letter that may be subject to heightened protections under applicable statutes, regulations, governmental directives or guidance documents, or other legally binding standards relating to privacy,

cybersecurity, export controls, controlled unclassified information, and/or data protection, and will ensure compliance with all such requirements. This includes, but is not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program Operating Manual ("NISPOM") (which classified information shall not be provided to any Rea Party unless appropriate security clearances have been obtained prior to any such access), marked or unmarked controlled unclassified information ("CUI") (subject to any provisions of the NISPOM, the Federal Acquisition Regulation ("FAR") or any FAR supplement, DoD Instruction 5200.48, requirements of the National Archives and Records Administration, or those of the General Services Administration or any other federal government agency), unclassified nuclear technology pursuant to 10 C.F.R. Parts 110 and 810, and exports controlled by the NISPOM, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data, information, or items subject to the Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by Rea and the Company, you shall not disclose to a Rea Party, or provide any Rea Party access, to such data, information, and items and you shall be responsible for the handling of all such data, information, and items in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

#### **Personal Information**

As used herein, the term "Personal Information" means any personal information, or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

#### **Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase.

Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. *In addition, each invoice will reflect a Business Service Fee of 3% of the total fee for services. This fee is designed to offset a portion of the internal costs associated with maintaining data security, software licensing, data storage, and other related support services on this engagement which are not covered by our standard rates.*

We estimate our total fees to be:

<u>Year End-December 31</u>	<u>Financial Statement Fee</u>	<u>Business Service Fee</u>	<u>Total Fee</u>
2025	\$ 27,300.00	\$ 819.00	\$ 28,119.00
2026	\$ 28,670.00	\$ 860.10	\$ 29,530.10
2027	\$ 30,100.00	\$ 903.00	\$ 31,003.00

In addition, fees may be increased for events that are not able to be estimated such as implementation of any new Accounting Standards during any year of this agreement (as of the date of this letter, the GASB has issued GASB No. 102-104 that will need to be evaluated to determine the potential impact they will have on your financial statements) or conversion to a new software.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.

**Use and Ownership; Access to Engagement Documentation**

The Engagement Documentation for this engagement is the property of Rea. For the purposes of this Engagement Letter, the term "Engagement Documentation" shall mean Rea's confidential and proprietary engagement-related workpapers and records. Engagement Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Rea for the Company under this Engagement Letter, or any documents belonging to the City or furnished to Rea by the City.

In the event we are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

**Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease,

cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

#### **Information Security - Miscellaneous Terms**

Rea & Associates, Inc. is committed to the safe and confidential treatment of City of Medina proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Medina agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Medina information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

#### **Our Agreement**

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

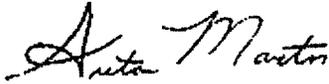
#### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to

a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.



\_\_\_\_\_  
Anita Martin, CPA

12/04/2025

\_\_\_\_\_  
Date

Confirmed on behalf of City of Medina:

\_\_\_\_\_  
Keith Dirham, Finance Director

\_\_\_\_\_  
Date

**ORDINANCE NO. 80-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THREE-YEAR CONTRACT WITH REA & ASSOCIATES, INC. FOR THE PREPARATION OF THE CITY'S CAFR IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA (GAAP) FOR THE YEARS ENDING DECEMBER 31, 2022, DECEMBER 31, 2023, AND DECEMBER 31, 2024.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a three-year contract with Rea & Associates, Inc. for the preparation of the City's CAFR in accordance with accounting principles generally accepted in the United States of America (GAAP) for the years ending December 31, 2022, December 31, 2023, and December 31, 2024.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the fees for these services shall not exceed \$26,000 for the year ending December 31, 2022, \$26,000 for the year ending December 31, 2023; and \$26,000 for the year ending December 31, 2024 and will be available in Account No. 001-0707-52226.
- SEC. 4:** That fees for additional accounting services, up to an estimated \$2,500 annually may be charged for events such as debt refundings, audit changes to the financial statements due to inaccurate or incomplete information provided by the City, restatements of prior year financial statements, or other non-routine events.
- SEC. 5:** That a copy of the contract is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 6:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 7:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** April 24, 2023

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 25, 2023

**SIGNED:** Dennis Hanwell  
Mayor



Rea & associates a SIGNATURE

ORD. 80-23  
Exh. A

November 11, 2022

Keith Dirham, Treasurer  
City of Medina  
132 N. Elmwood  
Medina, OH 44256

Dear Mr. Dirham:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Medina, Ohio (City) a proposal to prepare the City's Annual Comprehensive Financial Report. Based on our many years of experience in this industry, I would hope you would agree that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry.

**The Objective and Scope of the Preparation of the Financial Statements**

You have requested that we prepare the annual Annual Comprehensive Financial Report of City of Medina for the years ending December 31, 2022, 2023 and 2024 on a continuous basis. The basic financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

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1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. The prevention and detection of fraud;
4. To ensure that the entity complies with the laws and regulations applicable to its activities;
5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
6. To provide us with:
  - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;
  - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
  - c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

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During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

**Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

**Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee to be \$23,600 for the year ending December 31, 2022, \$24,800 for the year ending December 31, 2023 and \$26,000 for the year ending December 31, 2024.

In addition, fees may be increased for events such as:

1. Implementation of a new accounting system;
2. Implementation of any new Accounting Standards, to include GASB 87 *Leases*

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.

**Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

#### **Information Security - Miscellaneous Terms**

Rea & Associates, Inc. is committed to the safe and confidential treatment of City of Medina proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Medina agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Medina information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

#### **Our Agreement**

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

#### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof,

“electronic signature” includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.

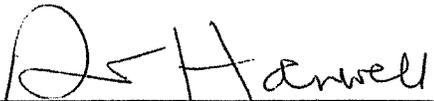


\_\_\_\_\_  
Chad Welty, CPA

11/11/2022

\_\_\_\_\_  
Date

Confirmed on behalf of City of Medina:

  
\_\_\_\_\_  
Name and Title Dennis Hanwell, Mayor

April 25, 2023  
\_\_\_\_\_  
Date

**REQUEST FOR COUNCIL ACTION**

**From:** Gregory A. Huber, Law Director

*RCA*  
No. 26-002-1/12

**Date:** December 4, 2025

**Committee:** Finance

**Subject:** An ordinance authorizing the sale of 5.4235 acres of real estate that was a part of the former Bennett Lumber property.

**Summary and background:** 330 Pop Culture, LLC is a business that functions on East Smith Road as Sweets and Geeks. The business is interested in purchasing 5.4235 acres of land on the south side of the creek that runs through the subject property. This land has recently been appraised as having a value of \$355,000. 330 Pop Culture, LLC wishes to purchase this parcel of land from the City of Medina so as to improve the Sweets and Geeks business, particularly as it concerns storage and additional building space. There does not appear to be any public purpose served by retaining ownership of the subject property.

**Estimated Cost:**

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:**      Yes \_\_\_      No \_\_\_

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

**ORDINANCE NO. \_\_-25**

**AN ORDINANCE AUTHORIZING THE SALE OF 5.4235 ACRES OF REAL ESTATE KNOWN AS PERMANENT PARCEL NO. 028-19D-02-114**

**WHEREAS:** The City of Medina wishes to sell to buyer, 330 Pop Culture, LLC, 5.4235 acres of real estate known as Permanent Parcel No. 028-19D-02-114; and

**WHEREAS:** 330 Pop Culture, LLC owns and operates a business adjacent to the parcel of land described herein and operates a business known as Sweets and Geeks; and

**WHEREAS:** There does not appear to be any public purpose served by retaining ownership of the subject property.

**WHEREAS:** The purchase of the land described herein will enhance and better the economic opportunities available to 330 Pop Culture, LLC.

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

**SEC. 1:** That the Mayor be and hereby is authorized and directed to sell 5.4235 acres of real estate known as Parcel Number 028-19D-02-114 and more fully described in "Exhibit A," attached hereto and incorporated herein, to the buyer, 330 Pop Culture, LLC.

**SEC. 2:** That the real estate described herein shall be sold for a price of \$355,000, which is the appraised price as set forth in the written appraisal attached hereto and incorporated herein as "Exhibit B."

**SEC. 3:** That the sale of the real property described herein shall be conducted pursuant to the terms of the purchase agreement, a copy of which is attached hereto and incorporated herein as "Exhibit C."

**SEC. 4:** That Transfer Title Agency, Inc. is hereby appointed escrow agent by the parties for purposes of effectuating the sale of the real estate described herein.

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

## PURCHASE AGREEMENT

This Agreement is made and entered into at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF MEDINA, OHIO, an Ohio municipal corporation**, hereinafter referred to as "Seller," whose present mailing address is 132 North Elmwood Avenue, Medina, Ohio 44256, and **330 POP CULTURE, LLC, an Ohio Limited Liability Company**, hereinafter referred to as "Purchaser," whose present mailing address is 4965 Dunsha Road, Medina, Ohio 44256.

### WITNESSETH:

**THAT WHEREAS**, the Seller is offering for sale real property located in the City of Medina, County of Medina, and State of Ohio, and further described as follows:

See, "Exhibit A," attached hereto and incorporated herein; and

**WHEREAS**, the Purchaser desires to purchase said property from the Seller;

**NOW, THEREFORE**, it is mutually covenanted and agreed between the parties as follows:

### I. PREMISES

The Seller agrees to sell and the Purchaser agrees to purchase the described premises as shown on the attached "Exhibit A," in its present physical "as is" condition, pursuant to the terms and conditions hereinafter set forth.

### II. PRICES AND TERMS OF SALE

The sale and purchase price of the above-described property is Three Hundred Fifty-five Thousand and 00/100 Dollars (\$355,000.00) as set forth in the appraisal, attached hereto and incorporated herein as "Exhibit B," which Purchaser shall pay as follows:

1. A Five Hundred Dollar (\$500.00) deposit, the receipt of which is hereby acknowledged by Seller; and

2. The balance of Three Hundred Fifty-four Thousand Five Hundred and 00/100 Dollars (\$354,500.00) shall be paid by certified check payable to the City of Medina to be deposited with the hereinafter named Escrow Agent upon execution of this Agreement. Seller shall deposit with the Escrow Agent hereinafter named, within the same time period, a good and sufficient warranty deed conveying the above-described premises to the Purchaser, and said deed shall be subject only to the following conditions, leases, building line restrictions, agreements, easements, rights of way of record, zoning ordinances, and real estate taxes and assessments, if any. The parties agree that there shall be no title guarantee.

a. Real estate taxes and assessments, shall be prorated in escrow as of the date of title transfer. In prorating taxes and assessments, the amount assessed by the Medina County Auditor on the latest available tax duplicate shall be used. Purchaser agrees to pay all prorated real estate taxes.

### **III. POSSESSION**

It is agreed that the Purchaser shall have possession of the subject premises on the date of closing.

### **IV. ESCROW AGENT AND EXPENSES**

Transfer Title Agency, Inc., of 748 North Court Street, Medina, Ohio 44256, is hereby appointed Escrow Agent for the parties pursuant to this Agreement; and a copy of this Agreement shall constitute the escrow instructions. Said Escrow Agent shall close as soon as practical after all funds and documents are deposited in escrow. If funds and documents are not deposited within the time provided, the Escrow Agent is authorized to return funds and documents to the parties entitled to same in accordance with this Agreement.

The Purchaser shall be responsible for all closing and transaction costs, including but not limited to, the following:

1. Cost of title search, if any.
2. Conveyance fee and cost of preparation of conveyance fee form.
5. Real estate taxes and assessments prorated to date of title transfer.
6. The escrow fee.
7. Recording fee for the deed.

#### **V. INSURANCE AND RISK OF LOSS**

In the event that the subject premises shall be damaged or destroyed prior to the transfer of title, the Purchaser shall have the option of declaring this contract null and void, or Purchaser shall receive all insurance proceeds on account of said destruction and damages and this contract shall remain in full force and effect. Upon the transfer of title, the Purchaser shall assume full responsibility for the subject premises and the risk of loss shall shift from the Seller to the Purchaser.

#### **VI. SURVEY**

In the event that the Purchaser desires to have the subject property surveyed, Purchaser shall complete said survey, and shall be responsible for any and all costs of said survey.

#### **VII. GENERAL PROVISIONS, REPRESENTATIONS, AND WARRANTIES**

It is acknowledged by the parties that the subject premises is being purchased in its present physical "as is" condition after examination by the Purchaser who is relying solely upon such examination with reference to the condition, value and character of the property.

This contract shall be governed by the laws of the State of Ohio.

Time is of essence on this contract.

Any portion of this contract declared invalid by law will not void the remainder of this contract.

This instrument contains the entire agreement between the parties; and it is understood that no promises, provisions, terms, warranties or obligations whatsoever, either express or implied, other than herein set forth shall be binding upon the parties hereto.

The parties agree there is no real estate commission involved in this sale.

**VIII. BENEFIT**

This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns.

**SELLER:**

**CITY OF MEDINA, OHIO  
an Ohio Municipal Corporation**

**By:** \_\_\_\_\_  
**JAMES SHIELDS, Mayor**

**PURCHASER:**

**330 POP CULTURE, LLC,  
an Ohio Limited Liability Company**

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

**Its:** \_\_\_\_\_

Document & Form Approved by:

\_\_\_\_\_  
GREGORY A. HUBER, Law Director  
City of Medina

**EXHIBIT A**

Situated in the City of Medina, County of Medina, and State of Ohio:

And being the whole of Medina City Lot 9109 as recorded in Plat Document Number 2011PL000011 of Medina County Recorder's records and containing 5.4235 acres more or less but subject to all legal highways and easements of record.

Permanent Parcel No. 028-19D-02-114

RCA 26-003-1/12  
Finance Only

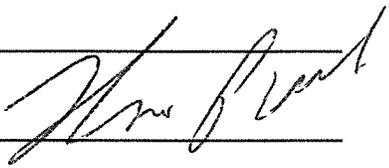
**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

- 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 \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 12/1/2026 Department: STREETS

Amount: \$35,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: SEE BELOW

Vendor: BEST EQUIPMENT CO- B00307  
Department Head/Authorized Signature: Nino Piccoli 

Item/Description:

LINE 1 RB- MAINTENANCE OF EQUIPMENT- STORM SEWER- 102-0620-53321- \$5,000

LINE 2 RB- MAINTENANCE OF EQUIPMENT- LEAF PROGRAM- 102-0545-53321- \$15,000

LINE 3 RB- MAINTENANCE OF EQUIPMENT- STREET CLEANING- 102-0615-53321- \$15,000

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**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.

**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 \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 12/1/2026

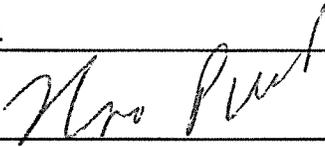
Department: STREETS

Amount: \$30,000.00

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 102-0610-53313

Vendor: KOKOSING MATERIALS- K00211

Department Head/Authorized Signature: Nino Piccoli 

Item/Description:

**RB-OPERATING SUPPLIES- STREET REPAIR**

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**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.

*Do Hammet  
12-5-25*

**REQUEST FOR COUNCIL ACTION**

No. RCA 26-004-1/12  
*Finance*

**FROM:** Nino Piccoli Service Director  
**DATE:** December 4, 2025  
**SUBJECT:** Expenditure Approval

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization for a Purchase Order for Signal Service Company in the amount of \$60,000.00. This expenditure will be used for emergency repairs and maintenance to the City Traffic system.

**Suggested Funding: \$60,000**

- Sufficient funds in Account No.
- Transfer needed from Account No. 105-0610-53321 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:**

*Dr. Hammer  
12-5-25*

**REQUEST FOR COUNCIL ACTION**

No. RCA 26-005-1112

FROM: Nino Piccoli Service Director

*Finance*

DATE, December 5, 2025

SUBJECT: EXPENDITURE APPROVAL - *Street Dept*

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization for a Purchase Order for Lake County Sewer Co. in the amount of \$70,000.00. This expenditure will be used for various emergency repairs and maintenance related to the City Storm Sewer system.

**Suggested Funding: \$70,000**

- Sufficient funds in Account No.
- Transfer needed from Account No. 102-0620-53319 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 ACTION

No. REA 26-006-1/12

FROM: Andrew Dutton

Committee: Finance

DATE: 12/12/25

SUBJECT: West Liberty Street Zoning Map Amendment

## SUMMARY AND BACKGROUND:

A Zoning Map Amendment request was submitted to change the zoning of properties on the northeast side of West Liberty Street, northwest of Yorktown Drive, with Parcel Numbers 029-19A-15-223 and 029-19A-15-224 from C-1 (Local Commercial) to C-3 (General Commercial).

Further information has been included in the attached submitted documents and Staff Report.

The Planning Commission reviewed and unanimously (5-0) recommended approval of the request at their regular meeting on 12/11/25.

The review of the Zoning Map Amendment follows Sections 1107.06 and 1107.07, which require a public hearing prior to City Council's decision.

Estimated Cost: \$0

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



# BOARDS & COMMISSIONS APPLICATION

132 North Elmwood Avenue  
330-722-9038  
www.medinaoh.org

Application Number     P25-22    

<b>GENERAL</b>	<p>Date of Application <u>11/17/2025</u></p> <p>Property Location <u>935 West Liberty Street, Medina 44256</u></p> <p>Description of Project <u>New construction and revitalization of vacant land for commercial development. See attached letter for further detail of proposed project. This application is to rezone parcel numbers: 029-19A-15-224 &amp; 029-19A-15-223 from C1 to C3</u></p>
<b>CONTACT INFORMATION</b>	<p><b>Applicant</b></p> <p>Name <u>Hayleigh Keller</u></p> <p>Address <u>5590 Wolff Rd</u> City <u>Medina</u> State <u>OH</u> Zip <u>44256</u></p> <p>Phone <u>3306351468</u> Email <u>Hayleigh@tkellermzats.com</u></p> <p><b>Property Owner</b></p> <p>Name <u>Christopher Hanieski</u></p> <p>Address <u>1055 Cedarwood Lane</u> City <u>Medina</u> State <u>OH</u> Zip <u>44256</u></p> <p>Phone <u>330.807.5588</u> Email <u>Chris@aztecimport.com</u></p>
<b>APPLICATION TYPE</b>	<p>           Planning Commission    Site Plan <input type="checkbox"/>    Conditional Zoning Certificate <input type="checkbox"/>    Code or Map Amendment <input checked="" type="checkbox"/>            Preliminary Plan <input type="checkbox"/>    Final Plat <input type="checkbox"/>    Conditional Sign (EMC/Shopping Ctr) <input type="checkbox"/>    TC-OV <input type="checkbox"/>    Other <input type="checkbox"/>            Historic Preservation Board    Certificate of Appropriateness <input type="checkbox"/>    Conditional Sign <input type="checkbox"/>            Board of Zoning Appeals    Variance <input type="checkbox"/>    Appeal <input type="checkbox"/> </p>
<b>APPLICANT SIGNATURE</b>	<p>By signing this application, I hereby certify that:</p> <ol style="list-style-type: none"> <li>1) The information contained in this application is true and accurate to the best of my knowledge;</li> <li>2) I am authorized to make this application as the property owner of record or I <u>have been authorized</u> to make this application by the property owner of record;</li> <li>3) I assume sole responsibility for correspondence regarding this application; and</li> <li>4) I am aware that all application requirements must be <u>submitted prior</u> to the formal acceptance of my application.</li> </ol> <p>Signature <u></u> Date <u>11/17/25</u></p>
<b>OFFICIAL USE</b>	<p>Zoning District <u>C-1 (Existing) - C-3 (Proposed)</u>      Fee (See Fee Sheet) \$ <u>200</u></p> <p>Meeting Date <u>12/11/25</u>      Check Box when Fee Paid <input checked="" type="checkbox"/></p>



**CITY OF MEDINA**  
Community Development Department  
132 N. Elmwood Ave. Medina, OH 44256  
Phone: 330-722-9038

December 12, 2025

Kayleigh Keller  
5590 Wolf Road  
Medina, OH 44256

Dear Ms. Keller,

At the December 11, 2025 meeting of the Planning Commission, the Commission considered application **P25-22**: Kayleigh Keller requesting Zoning Map Amendment approval to change the zoning of properties on the northeast side of West Liberty Street, northwest of Yorktown Drive, with Parcel Numbers 029-19A-15-223 and 029-19A-15-224 from C-1 (Local Commercial) to C-3 (General Commercial).

After discussion, a motion was made to recommend approval of the application to City Council. The motion received the necessary votes of the Commission and the **recommendation was approved**.

The Planning Commission's recommendation will be forwarded to City Council for their consideration of the Zoning Map Amendment request.

This action of the Planning Commission does not constitute approval of a Site Plan, Zoning Certificate, Variance, Building Permit, Engineering Permit, Sign Permit, or other application required by the City of Medina Codified Ordinances.

Please feel free to contact me at (330) 722-9023 or [adutton@medinaoh.org](mailto:adutton@medinaoh.org) if you have any questions or need any further information.

Sincerely,

Andrew Dutton  
Community Development Director

**P25-22**  
**West Liberty Street Zoning Map Amendment**

Property Owners: Christopher Kanieski

Applicant: Kayleigh Keller

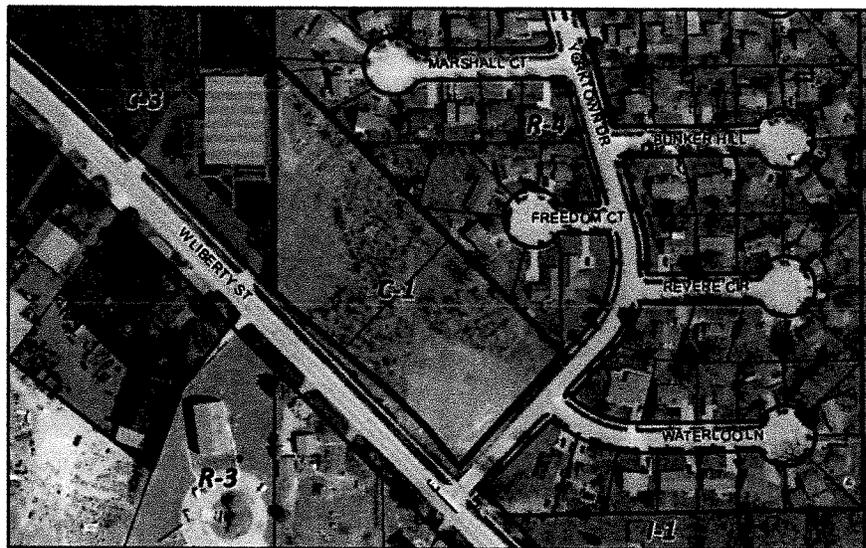
Location: West Liberty Street - Northwest of Yorktown Drive  
Parcel Numbers 029-19A-15-223 and 029-19A-15-224

Request: Zoning Map Amendment approval to change the zoning of the properties from C-1 (Local Commercial) to C-3 (General Commercial)

**LOCATION AND SURROUNDING USES**

The subject site is composed of two properties encompassing 3.90 acres on the northeast side of West Liberty Street, northwest of Yorktown Drive. Adjacent properties contain the following uses and zoning:

- North – Single-Family Residential (R-4)
- East – Single-Family Residential (R-4)
- South – Single and Multi-Family Residential (R-3)
- West – Vacant and Restaurant (C-3)



**BACKGROUND/PROPOSED APPLICATION**

The applicant is proposing a Zoning Map Amendment to change the zoning of the properties from C-1 (Local Commercial) to C-3 (General Commercial). A conceptual plan has been included with the request, illustrating the applicant's intent to develop the properties for commercial uses permitted in the C-3 zoning district. If the Zoning Map Amendment is approved, the development of the site will require a more detailed Site Plan review by the Planning Commission.



**USES**

The chart below indicates permitted (P), conditionally permitted (C), and prohibited (X) uses in the C-1 zoning district and the C-3 zoning district:

Use	C-1	C-3
<b>Residential</b>		
Assisted Living Facility, Independ. Living Facility, or Nursing Home <sup>1, 3, 5, 7, 9, 11, 13</sup>	C	X
Multi-Family Dwelling <sup>14</sup>	X	C
Transitional Housing <sup>7, 19</sup>	X	C
<b>Public/Semi-Public</b>		
Club <sup>9, 11, 13</sup>	C	P
Conservation Use	C	C
Educational Institution - Technical School, Vocational School, College, or University	C	C
Passenger Transportation Agency and Terminal	X	P
Publicly Owned or Operated Government Facility <sup>3, 7-3, 7, 8, 11</sup>	C	C
Public Utility <sup>1, 10, 11</sup>	C	C
Religious Place of Worship <sup>1, 3, 7, 11</sup>	C	C
Urban Garden	C	X
Wireless Telecommunications Facility	X	C
<b>Commercial</b>		
Bar or Tavern	C	P
Bed and Breakfast Inn <sup>11, 13</sup>	C	X
Building Materials Sales Yard and Lumber Yard	X	C
Bulk Storage and Display	X	C
Car Wash for Passenger Vehicles <sup>2</sup>	X	C
Child Day Care Center or Nursery <sup>5, 9, 11, 13</sup>	C	C
Conference Center, Banquet Facility, or Meeting Hall <sup>1, 3, 7, 11, 13</sup>	X	C

Use	C-1	C-3
<b>Commercial (Continued)</b>		
Convenience Retail	P	P
Crematorium	X	C
Conference Center, Banquet Facility, or Meeting Hall <sup>1, 3, 7, 11, 13</sup>	X	C
Convenience Retail	P	P
Crematorium	X	C
Fitness Facility	C	P
Funeral Home	X	P
Hospital <sup>1, 3, 7, 9, 11, 13</sup>	C	C
Hotel or Motel	X	P
Major Motor Vehicle Repair <sup>7, 15, 21, 23</sup>	X	C
Mixed Use Building - Residential Excluded from Ground Level Floor	X	P
Minor Motor Vehicle Repair	X	P
Motor Vehicle Filling Station <sup>5, 7, 15, 21, 23</sup>	C	C
Motor Vehicle Sales	X	P
Off-Street Parking Lot, Garage or Deck	X	P
Office	P	P
Outdoor Dining <sup>28</sup>	X	C
Personal or Professional Services	P	P
Personal or Professional Services with Drive Through <sup>2, 7, 15</sup>	C	C
Plant Greenhouse	X	P
Restaurant	C	P



Use	C-1	C-3
<b>Commercial (Continued)</b>		
Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions	C	C
Restaurant with Drive Through or Drive-In <sup>2, 7, 15</sup>	X	C
Retail Business less than or equal to 80,000 square feet in Size	X	P
Retail Business Larger than 80,000 square feet in size	X	C

Use	C-1	C-3
<b>Commercial (Continued)</b>		
Sexually Oriented Business <sup>25</sup>	X	C
Veterinary Office or Hospital in an Enclosed Building	X	P
Wholesale Establishments Smaller than 10,000 square feet in Size	X	C
Other Similar Uses as Determined by the Planning Commission	P	P

**DEVELOPMENT STANDARDS**

The chart below indicates development standards in the C-1 zoning district and the C-3 zoning district:

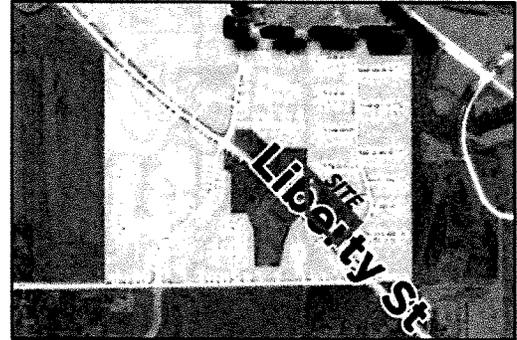
Standard	C-1	C-3
Min. Lot Size, Min. Lot Frontage, Max. Lot Depth, Min. Usable Open Space, Max. Lot Coverage, Max. Building Size, Max. Building Width, and Min. Front Yard	None	
Min. Lot Frontage	40 Feet	
Min. Rear Yard	<ul style="list-style-type: none"> <li>• 25 ft. for Principal Use or Structure</li> <li>• 25 ft. of Yard Must be Landscaped when Adjacent to a Residential District</li> <li>• 20 ft. for Accessory Use or Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 30 ft. for Principal Use or Structure</li> <li>• 20 ft. for Accessory Use or Structure</li> </ul>
Min. Side Yard	<ul style="list-style-type: none"> <li>• None</li> <li>• 50 ft. for Principal Use or Structure if Adjacent to a Residential District</li> <li>• 25 ft. of Yard Must be Landscaped when Adjacent to a Residential District</li> <li>• 20 ft. for Accessory Use or Structure</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> <li>• 75 ft. for Principal Uses when adjacent to a Residential District</li> <li>• When Adjacent to a Residential District, at least 25 ft. shall be Landscaped for Screening Purposes</li> <li>• 20 ft. for Accessory Use or Structure</li> </ul>
Maximum Height	<ul style="list-style-type: none"> <li>• 35 ft. for Principal Use or Structure</li> <li>• 15 ft. for Accessory Use or Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 40 ft. for Principal Use or Structure</li> <li>• 20 ft. for Accessory Use or Structure</li> </ul>

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**COMPREHENSIVE PLAN**

The Comprehensive Plan Future Land Use Section designates the site and the commercial areas to the west as “Community Commercial”, as shown in the adjacent map in red.

The Community Commercial District is intended for small to medium-scale commercial uses that serve the local and regional community, as well as the option to provide multifamily residential.



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**ENGINEERING DEPARTMENT COMMENTS**

The City Engineer has indicated that:

- Due to the amount of impervious area that will be constructed with this project, it is likely that the storm water management analysis will require a storm water retention and treatment basin.
- When fully developed, access to the entire property should be limited to two curb cuts (driveways).

If the Zoning Map Amendment application is approved, these items will be addressed in detail during Site Plan and Engineering Plan reviews.

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**COMMUNITY DEVELOPMENT DEPARTMENT STAFF RECOMMENDATION**

Staff recommends approval of application P25-22 as the proposed C-3 zoning is compatible with adjacent zoning and land uses and is consistent with the Comprehensive Plan.

## Andrew Dutton

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**From:** Patrick Patton  
**Sent:** Wednesday, December 3, 2025 4:23 PM  
**To:** Andrew Dutton  
**Subject:** Engineering Comments P25-22 935 W. Liberty St  
**Attachments:** Engineering Checklist for Commercial Site Plan.pdf

Andrew-

See below for my comments:

1. Please refer to the attached engineering checklist for site plan approval.
2. Due to the amount of impervious area that will be constructed with this project, it is likely that the storm water management analysis will require a storm water retention and treatment basin.
3. When fully developed, access to the entire property should be limited to two curb cuts (driveways).

I anticipate we will submit more comments regarding this project as it moves through the Planning Commission review process. Thanks,

Patrick Patton, PE  
City Engineer  
City of Medina, Ohio

Phone: (330) 721-4721  
Email: [ppatton@medinaoh.org](mailto:ppatton@medinaoh.org)  
Website: [www.medinaoh.org](http://www.medinaoh.org)

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



## Andrew Dutton

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**From:** Mark Crumley  
**Sent:** Wednesday, December 3, 2025 11:03 AM  
**To:** Andrew Dutton; Larry Walters; Patrick Patton; Fred Himmelreich  
**Cc:** Sarah Tome  
**Subject:** RE: Zoning Map Amendment & Site Plan Comment Request

Andrew,

After review of both items the Fire Department has no comments at this time.

Thanks

Mark Crumley, Asst. Chief  
Medina Fire Department  
300 W. Reagan Pkwy.  
Medina, Ohio 44256

Office: 330-723-5704



Kayleigh Keller  
Owner, Keller Market and Café  
320 South Court Street  
Medina, OH 44256  
330-635-1468  
kayleigh@tkellermeats.com

Nov 17, 2025

Medina City Planning Commission & City Council,  
c/o City of Medina Municipal Building  
132 North Elmwood Avenue  
Medina, OH 44256

Dear Members of the Planning Commission and City Council,

I am writing to formally request the rezoning of two of the three parcels comprising the approximately 6-acre site located at 935 West Liberty Street, Medina, Ohio, currently zoned C-1 (Neighborhood Commercial), to C-3 (General Commercial). This change will enable the relocation and expansion of my family-owned business, Keller Market and Café, to this long-vacant property—a former greenhouse operation that has sat overgrown and underutilized for years, creating an unsightly gateway into our historic city square.

As a fifth-generation Medina County farming family, we have deep roots in this community. Our century-old family farm in Medina County and our second-generation beef processing facility have supplied fresh, locally raised products to residents and visitors for decades. Keller Market and Café, now thriving in its current location, continues that tradition by offering farm-fresh goods, prepared foods, and a welcoming gathering space that celebrates Medina's agricultural heritage as well as providing a need to our community.

The subject property represents a rare opportunity to transform an eyesore into an economic engine. Relocating the Market and Café here would:

- **Restore vitality to a prominent entrance corridor** – The site's visibility at the edge of the public square makes it a natural focal point. A well-designed commercial campus featuring our café, retail market, outdoor seating, and seasonal farm-stand elements will replace weeds and decay with activity, landscaping, and architectural charm that complements Medina's character.
- **Generate new jobs and tax revenue** – The expanded operation will create an estimated 20-30 full- and part-time positions, ranging from farm-to-table cooks, cafe staff, event planning teams to retail staff. Increased commercial assessment on the improved parcels will add meaningful property-tax dollars to city coffers without straining

residential neighborhoods.

- **Support local agriculture and tourism** – By showcasing products from our own farm and dozens of neighboring producers, the relocated business will strengthen Medina's identity as an agritourism destination, drawing patrons from Greater Cleveland, Akron, and beyond.
- **Preserve the heritage** – My request will also give homage to the history of the land by building herb gardens, and using fruit trees to be along outdoor sitting areas. The current greenhouse space will be transformed into an event and venue space. The Market and cafe will pull elements of the glasshouse into it's architectural design to provide an aesthetically pleasing structure that both the neighbors and visitors will love.

The proposed C-3 zoning to the two parcels to the east, is the minimum necessary to accommodate the scale of operation required to make the project viable while adhering to all setback, parking, landscaping, and signage standards in the Medina Codified Ordinances. Preliminary concept plans—prepared in consultation with local architects — are available for your review and demonstrate a low-impact, pedestrian-friendly design that enhances rather than overwhelms the site.

Medina prides itself on balancing preservation with progress. Approving this rezoning will turn a liability into a landmark, honor a multi-generational local business, and signal to other entrepreneurs that our city welcomes thoughtful investment. I respectfully request the Commission to recommend, and Council to grant, the requested change.

I would be honored to present additional details, or a site walk through with any officials. Please contact me at 330-635-1468 to schedule a site visit.

Thank you for your stewardship of Medina's future. Together, we can make this gateway a source of pride for generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kayleigh Keller', with a long horizontal flourish extending to the right.

Kayleigh Keller  
Owner, Keller Market and Café  
Fifth-Generation Medina County Farmer

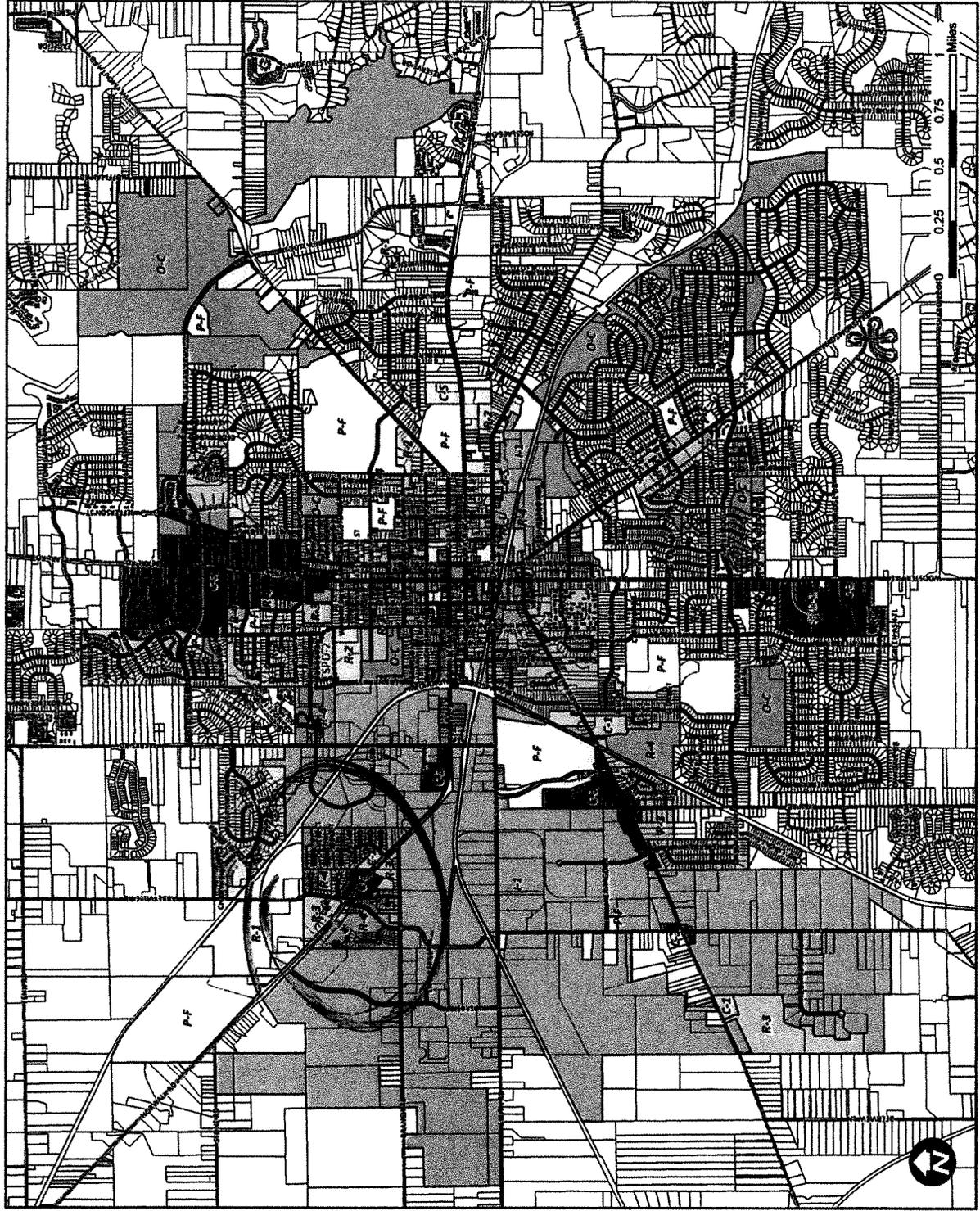
# City of Medina Official Zoning Map

## Zoning District

	O-C (Open Space Conservation)
	R-1 (Low Density Residential)
	R-2 (Medium Density Residential)
	R-3 (High Density Urban Residential)
	R-4 (Multi-Family Residential)
	M-U (Multi-Use)
	P-F (Public Facilities)
	C-5 (Commercial Services)
	C-1 (Local Commercial)
	C-2 (Central Business)
	C-3 (General Commercial)
	I-1 (Industrial)
	Special Planning District

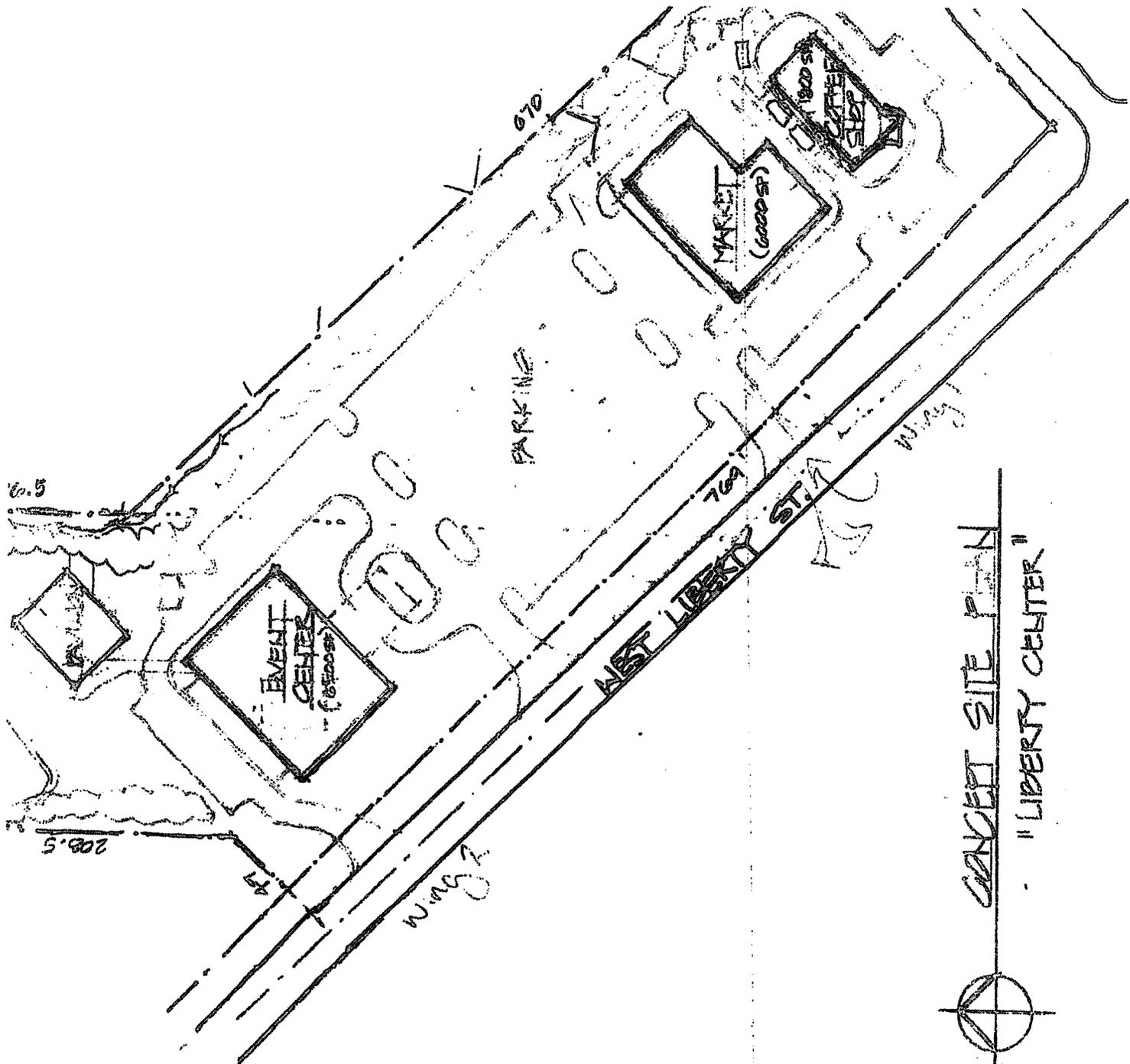


Effective: 3/29/23  
(Ordinance 18-23)

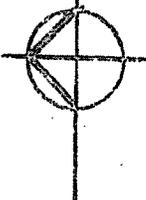








- Service building  
 - See utilities for room "Wing"


 CONCEPT SITE PLAN  
 "LIBERTY CENTER"

## Andrew Dutton

---

**From:** Maggie Fosdick <leoandboomer@gmail.com>  
**Sent:** Wednesday, December 10, 2025 9:57 PM  
**To:** Andrew Dutton  
**Subject:** P25-22 Community Comments and Concerns for 12/11/2025 Initial Public Hearing

Hello Andrew,

I hope this message finds you well!

I and other members of the Yorktown and Abbeyville communities received a letter this week notifying us of the zoning amendment (P25-22) and proposed commercial business plans for the stretch of West Liberty immediately south of and adjoining our neighborhood homes.

We understand there is an initial public hearing scheduled for tomorrow (12/11/2025) and we thank you for your willingness to review the impacted residents' comments and concerns prior to this meeting so that you may be well informed of the communities thoughts.

My husband and I own a family home on Freedom Court, one of the residential streets that would be most severely impacted by this potential rezoning and commercial development. While myself and our immediate neighbors just received the physical letter informing us of this amendment and proposal this week, we've taken time out of our busy schedules to come together over the last few days and consolidate a list of our top serious and legitimate concerns with the zoning amendment and proposed commercial building plans.

### Community concerns:

While there is currently a proposed business plan in place, under C3 this land could also be repurposed for business that would be a detrimental impact to the immediate family neighborhoods such as, but not limited to:

- Bar/tavern
- Sexuality oriented business
- Club
- Crematorium/Funeral home
- Hotel or motel
- Retail business larger than 80,000 square feet
- Off street parking lot, garage, or deck
- Motor vehicle major repair and sales

Many members of our community fear that if the current business owners retract their plans, or move at a future date, this residential adjacent land could be utilized for businesses that are not suitable for our family neighborhoods under C3 zoning.

### Impact to Yorktown neighborhood:

The 12 residential streets and 128 family homes in the Yorktown neighborhood have only one exit/entrance on West Liberty and have no other outlet. This already becomes extremely congested during peak times and additional traffic from businesses would overwhelm the only entrance and exit. Any additional traffic would directly impede left/East turns onto West Liberty, which is our direct route to our historic town square. There are several children boarding and exiting their school buses throughout this neighborhood and the influx of traffic with minimal traffic lights and a high speed limit on West Liberty pose potential safety risks. This is a mostly quiet side of town where children play outside all year long.

The proposed project would build commercial structures, parking, dumpsters, etc... that butt directly up to Freedom Court, Marshall Court, Coventry Court, and will be adjacent to those on Waterloo Lane and Revere Circle. These are all streets with strictly residential family homes.

Impact to Abbeyville neighborhood:

This will also directly impact the Abbeyville neighborhood with 46 family homes, most notably the Dawn Court families. The parcel adjoining this neighborhood is unfortunately already zoned as C3, however the old growth forest and fields have provided much needed privacy to these families' homes for years. These families do have one additional outlet to the north, however, additional businesses and traffic would make it much more difficult than it already is to make a left/East turn on to West Liberty, also their direct line into our town square.

We believe the proposed C3 project is too large to put into these families' backyards. I've spoken to several neighbors (mostly elderly and young family homes) who are distraught over the potential re-zoning and commercial projects. Some homes are only about 100 feet back from the property lines, meaning these commercial businesses will literally be in their backyards if this passes. We also have concerns that the proposed C3 commercial businesses will require night time lighting that will negatively impact the quality of life for many of our neighborhood residents. While we do see that privacy fences and privacy landscaping are proposed as part of the current commercial building plans, parking lot lights, business signage/lighting, and possible spot lights will be extremely visible and impactful to the surrounding family homes. We also believe the typical commercial business noises will have a negative impact on our neighborhoods. The outdoor seating especially will be detrimental to our quiet and peaceful community. We have several young families and elderly folks in the neighborhoods who would be most impacted by the lights, traffic, and noises, especially if they continue into nighttime hours.

Flooding and water management risks:

Not only does this proposed zoning amendment and commercial project disrupt family homes, properties and privacy, but it also poses a serious risk of flooding and water management to the surrounding areas. The Engineering Department has already cited these concerns, noting:

"Due to the amount of impervious area that will be constructed with this project, it is likely that the storm water management analysis will require a storm water retention and treatment basin."

The land this proposes to build on is currently waterlogged and there's a fear from the surrounding homes that the water will not be managed appropriately, especially if the old growth wooded areas are cut down. A storm water retention and treatment basin will need to be added to the immediate neighborhoods, which is far from ideal for residential occupants.

Additionally, as someone who has lived in the Yorktown neighborhood for many years and is passionate about the well-being of our local wildlife, I believe this proposed rezoning and business plan would be detrimental to our local flora and fauna. Possums, raccoons, coyotes, and especially deer are being pushed further and further into heavy suburban areas because of commercial development like this. The old growth trees and beautiful fields provide a home to many local species of plants and animals. In the summer the fields are full of native wildflowers that attract beneficial local and migratory pollinators. Several neighbors enjoy watching nature flourish in our backyards and the current development project would pose irreversible impacts to our local wildlife.

**The community's ask:**

The members of the immediate community understand and are sympathetic to the fact that this land has gone undeveloped for an extraordinary amount of time. We are not proposing that this land remain undeveloped entirely, but that the city, land owners, local businesses, and family homes can all work together to find an amenable solution that will benefit us all.

For example, under C1 zoning (and prohibited under C3) we could implement an Urban Garden which would bring together the community and help mitigate the water retention issue of the undeveloped land, rather than add to the problem. We feel there are many other options under C1 that would be beneficial to all parties involved and we would love an opportunity to discuss these options further.

I thank you much for your attention to this important matter and look forward to discussing this further with our Community Planners!

Sincerely,  
Maggie Fosdick

## P25-22 Property Owners List 12-4-25

Owner Name	Address	City
GREENLAND MELINDA	946 MARSHALL CT	MEDINA OH 44256
SCHOEN KATHLEEN & LUTHER	940 MARSHALL CT	MEDINA OH 44256
RIST R JOANNA	936 MARSHALL CT	MEDINA OH 44256
ORTON WILLIAM L	925 FREEDOM CT	MEDINA OH 44256
KAUFFMAN KELLEY M	924 FREEDOM CT	MEDINA OH 44256
COOK LYNNE D	920 FREEDOM CT	MEDINA OH 44256
FOSDICK DAVID B & MARGARET	916 FREEDOM CT	MEDINA OH 44256
STATES TAMMY A	915 WATERLOO LN	MEDINA OH 44256
DISCENZO MICHAEL	920 WATERLOO LN	MEDINA OH 44256
POWERS BRODY W & AUDREY M FRIMEL	916 W LIBERTY ST	MEDINA OH 44256
BUTLER JESSE L	920 W LIBERTY ST	MEDINA OH 44256
MEDINA 24 LLC	13443 DETROIT RD	LAKEWOOD OH 44107

**REQUEST FOR COUNCIL ACTION**

*OK  
Ds Haman  
12-18-25*

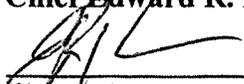
No. RCA 26-007-1/12

Committee Finance

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials:

\_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Guidelines: See information on back of form

**Date:** 12/18/25

**Subject: Late Submission FY 2024 Patrick Leahy Bullet Proof Vest Partnership Grant Approval**

**Summary and Background:** The Medina Police Department respectfully requests late approval of accepting and receiving federal grant funds from the Patrick Leahy Bulletproof Vest Program, FY 2024 application period. The total cost of the application is \$8,296.00 and 50% is \$4,148.00. This request was overlooked at the time of application

**Suggested Funding:** N/A

**Sufficient Funds in Account:**

**Transfer Needed From:** N/A    **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

**No    Yes    If yes, reason:**

**Council Use Only:**

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**

## Natalie Santivasci

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**From:** vests@usdoj.gov  
**Sent:** Friday, April 26, 2024 9:04 AM  
**To:** Natalie Santivasci  
**Subject:** Your Application has been forwarded to BVP for approval

Thank you for submitting an online Patrick Leahy Bulletproof Vest Partnership (BVP) application. Your application will be safeguarded until the current application period closes on June 10, 2024.

**Funding Decisions and Notification:** When this application period closes, the following will occur: Each application is checked against the availability of funds to cover a portion of its total cost, in keeping with established rules and statutory set-asides. Once funding decisions are made, Congress is notified, followed by an electronic (email) message to the primary jurisdiction contact regarding the specific level of funding available. After this notification, DOJ requires additional time to create or update each jurisdiction's financial account. You will then be notified again (via email) that funds are available for drawdown through the payment request process in your online handbook. Assuming there are no changes or significant delays in the above processes, online payment requests for the 2024 applications should be available no later than September 30, 2024.

**Formula and Matching Requirements:** The program requires that each applicant jurisdiction be responsible for providing at least 50 percent of the cost of each qualifying vest purchased. Tribal governments may use other federally-appropriated funds to provide their portion of the total cost; all other jurisdictions must use non-federal funds. Non-federal fund sources include state and/or local jurisdiction revenues, private or personal funds, and contributions from insurance or workman's compensation consortiums. Asset forfeiture funds may also be used to meet the jurisdiction's financial requirement. By submitting this application, you have already certified that you understand and will abide by the following: "Funding availability, levels, and percentages are uncertain. There is no guaranteed funding level associated with any application submitted to the BVP program. Jurisdictions agree to meet their financial and contractual obligations associated with any purchase transactions, regardless of the level of funding received through this application."

**Purchasing NIJ-approved Vests:** BVP program funds may only be used to help defray the costs of NIJ-approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding. Vests contained in your application provide a basis for funding decisions. However, you are not obligated to purchase those exact vest makes and models. You may use BVP funds to help defray the costs of any NIJ-approved vest. Simply reflect any changes in the online receipt report(s), when you initiate the online payment process. BVP funds remain in your "account" through the end of the second federal fiscal year following the year of this application. Therefore, you have ample time to make and complete eligible purchases.

**Need Assistance?** Please call the BVP technical support helpdesk at 877-758-3787 (toll free). Thank you and continued success in providing lifesaving body armor for your eligible officers and employees.

BVP Technical Support Team

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# APPLICATION SUBMITTED

You have already submitted the application. For your reference, the summary data for your Application for Funding is listed below.

## APPLICATION PROFILE

<b>Participant</b>	MEDINA CITY
<b>Fiscal Year</b>	2024
<b>Number of Agencies Applied</b>	0
<b>Total Number of Officers for Application</b>	41
<b>Number of Officers on Approved Applications</b>	41

## APPLICATION PROFILE

<b>Fiscal Year</b>	2024	
<b>Vest Replacement Cycle</b> ❶	5	
<b>Number of Officers</b>	41	
<b>Number of Emergency Replacement Needs</b> ❶	<b>Number of Stolen or Damaged Officer Turnover</b>	0
		0

APPLICATION FOR FUNDING

<b>Total Quantity</b>	<b>Total Extended Cost</b>	<b>Total Shipping &amp; Handling Cost</b>	<b>Total Cost</b>
8	\$8,296.00	\$0.00	\$8,296.00

Print For Records

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

<b>LEA</b>	
<b>Application ID</b>	24038641
<b>Jurisdiction Contact</b>	Natalie Santivasci  (330) 725-7777  nsantivasci@medinaoh.org
<b>Status</b>	Sent for BVP Approval
<b>Last Submission Date</b>	

<b>Total Quantity</b>	<b>Total Extended Cost</b>	<b>Total Shipping &amp; Handling Cost</b>	<b>Total Cost</b>
8	8,296.00	0.00	8,296.00

**REQUEST FOR COUNCIL ACTION**

OK  
D. J. Hammett  
12/13/25

No. RCA 26-008-1/12

Committee

*Finance*

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials:

\_\_\_\_\_

*E.R.K.*  
(Signature)

Guidelines: See information on back of form

**Date:** 12/17/25

**Subject: Bullet Proof Vest Partnership through Bureau of Justice Assistance Application & Acceptance**

**Summary and Background:** The Medina Police Department respectfully requests approval to apply for and receive grant funds for officer ballistic vests. This FY 2025 grant will reimburse 50% of the cost of vests needed in 2026. The total cost of the application is \$5,332.95 and 50% could be reimbursed.

**Suggested Funding:** N/A

**Sufficient Funds in Account:**

**Transfer Needed From:** N/A    **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

**No    Yes    If yes, reason:**  
**Council Use Only:**

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**  
**Date:**

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

<b>LEA</b>	
<b>Application ID</b>	25046331
<b>Jurisdiction Contact</b>	Natalie Santivasci  (330) 725-7777  nsantivasci@medinaoh.org
<b>Status</b>	Sent for BVP Approval
<b>Last Submission Date</b>	

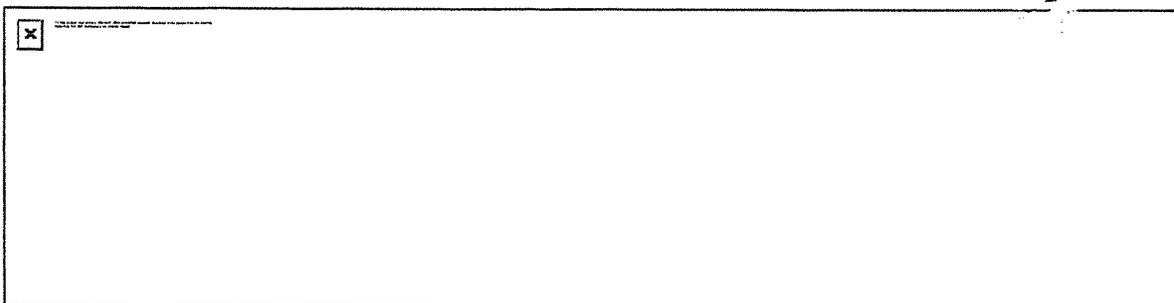
<b>Total Quantity</b>	<b>Total Extended Cost</b>	<b>Total Shipping &amp; Handling Cost</b>	<b>Total Cost</b>
5	5,332.95	0.00	5,332.95

## Natalie Santivasci

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**From:** Bureau of Justice Assistance <BJA@public.govdelivery.com>  
**Sent:** Monday, October 20, 2025 5:08 PM  
**To:** Natalie Santivasci  
**Subject:** Bulletproof Vest Partnership (BVP) Program Application Period Open

[View as a webpage / Share](#)



Dear BVP Participant:

The Office of Justice Programs' [Bureau of Justice Assistance](#) is opening the Fiscal Year (FY) 2025 [Bulletproof Vest Partnership \(BVP\) Program](#) application period today, Monday, October 20, 2025. All applications must be submitted online at [Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm Eastern Time on Friday, December 19, 2025**.

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the [BVP Fact Sheet](#) for detailed information on the BVP Program. In addition, detailed guides and training materials for the BVP application process and the payment request process can be found at [BVP Program Resources](#). For other questions about the BVP program please see the updated [BVP Frequently Asked Questions \(FAQs\)](#).

### **FY 2025 BVP Program and Application Requirement Highlights**

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **System for Award Management (SAM) Registration Requirement:** An active registration in SAM is required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at [SAM.gov](#) as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the [SAM.gov](#) profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your

existing SAM registration, or registering in SAM as a new entity, please access the SAM support materials here [SAM Help](#). The SAM Helpdesk can be reached at (866) 606-8220.

- **DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD). DIAMD is a single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found in the [User Account Activation Guide](#).
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. NIJ has started adding vests to the compliant products list for the new [0101.07 Standard](#). FY 2025 BVP funds may be used for the purchase of eligible vests listed on the 101.06 Standard and the 0101.07 Standard. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).
- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2025 BVP funds:
  - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
  - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
  - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on available funding and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please contact the BVP Help Desk at 1-877-758-3787, or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

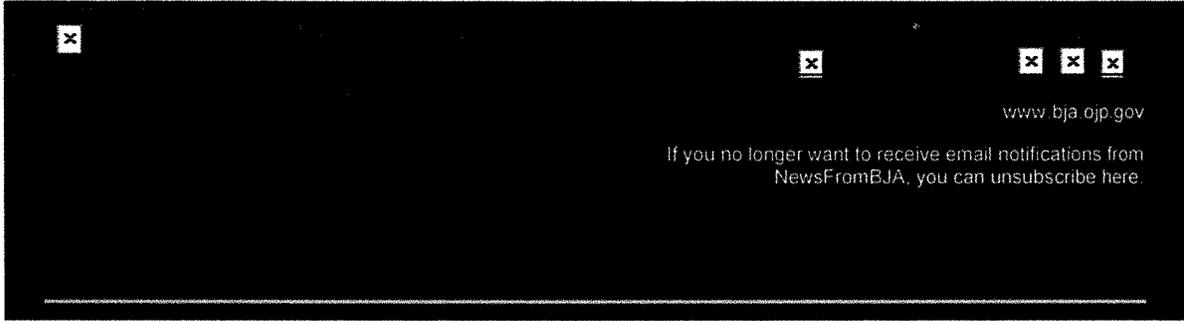
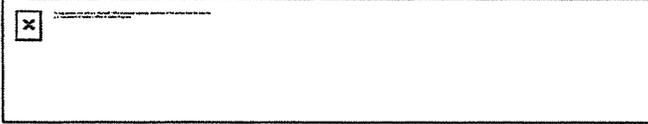
In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative](#).

The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer

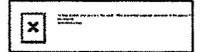
safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the [BJA VALOR Initiative](#) booklet for a detailed synopsis of this important initiative.

Sincerely,

BVP Program Team  
Bureau of Justice Assistance  
Office of Justice Programs  
U.S. Department of Justice



This email was sent to nsantivasci@medinaoh.org using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC



Batch Number  
(Finance use only)  
Batch Posted?

\_\_\_\_\_  
\_\_\_\_\_

RCA Number  
(Council use only)

RCA 26-009-1/12  
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

\_\_\_\_\_  
X  
X

NO. 2026-001  
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0705-53315	muni - tools/minor	1,965.00		x	valor court - admin fees
		104-0301-53322	parks - maint of facilities	324.12		x	restitution- 2024-09-DQ-0264
		104-0301-54411	pks - land improvements	2,000.00		x	Van Epp donation-338 Foundry St
		104-0301-54411	pks - land improvements	20,500.00		x	Tom & Jill Lincoln Foundation - donation - 338 Foundry St
		106-0101-53315	Police-tools&minor	100.00		x	McNaughton donation 11/24/25
		106-0101-53315	Police-tools&minor	100.00		x	McNaughton donation 12/24/25
		107-0110-53313	fire - operating	500.00		x	Medina Fire Assoc- donation-after the fire program
		107-0110-53315	Fire - tools&minor	1,000.00		x	FBC Chemical - donation
		108-0673-54414	Stormwater/Street - #1151 US 42	741,464.00		x	US 42 project - City portion
		109-0673-54414	grant - #1151 US 42 - st resurface	902,136.00		x	US 42 project - NOACA Tip award
		131-0320-53315	open space#2-tools/minor	1,595.29		x	Reagan park cameras
		380-0682-56615	#1140 Adv out	510,000.00		x	#1140 ready to repay adv
		386-0673-54414	FHWA - #1151 US 42 -	500,000.00		x	US 42 project - ODOT safety funds -
			Total increases to fund:	2,681,684.41			
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

\_\_\_\_\_

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 1/6/2026

MAYOR'S APPROVAL:  
(WHEN NECESSARY) \_\_\_\_\_

DATE: \_\_\_\_\_

COUNCIL/COMMITTEE ACTION:

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. 6-26

CLERK OF COUNCIL/DATE

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

**REQUEST FOR COUNCIL ACTION**

No. RCA 26-010-1/12  
Committee: Finance +  
Council

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: January 6, 2026  
SUBJECT: Transfer Request – MCRC Capital Contribution

**SUMMARY AND BACKGROUND:**

The Finance Department requests Council to authorize the Finance Director to transfer \$150,000 from the MCRC Operating Fund (#574) to the MCRC Capital Fund (#575) in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District, passed by Medina City Council on July 9, 2001, via Ordinance No. 101-01, and amended on November 25, 2013, via Ordinance No. 191-13 and amended on July 11, 2022, via Ordinance 143-22.

Estimated Cost: \$150,000  
Suggested Funding: MCRC Operating Fund #574  
Sufficient funds in Account No.: 574-0350-56611  
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. Ord. 7-26  
Date: 1-12-26

**REQUEST FOR COUNCIL ACTION**

No. RCA 26-011-1/12  
Committee: Finance + Council

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: January 6, 2026  
SUBJECT: Transfer Request – Railroad Fund

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to authorize the Finance Director to transfer \$11,500 from the General Fund (#001) to the Railroad Fund (#145) for the City's share of the railroad operation.

Refer to Ordinance No. 228-24 (Memorandum of Understanding) for further information.

Estimated Cost: \$11,500

Suggested Funding: General Fund

Sufficient funds in Account No.: 001-0707-56611

Transfer needed: From Account No.:  
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

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COUNCIL USE ONLY:  
Committee Action/Recommendation:

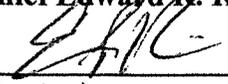
Council Action Taken:

Ord./Res. Ord. 7-26  
Date: 1-12-26

**REQUEST FOR COUNCIL ACTION**

No. REA 26-012-11#2

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

  
(Signature)

Mayor's Initials:

\_\_\_\_\_

Committee Finance

Guidelines: See information on back of form

**Date:** 12/18/25

**Subject:** Flock Camera Then & Now

**Summary and Background:** The Medina Police Department respectfully requests approval of payment to Flock Safety in the amount of \$6,000.00 for 2026 service to the two additional cameras added at the end of 2024. The invoice is dated 12/22/25, due on 1/21/26

**Suggested Funding:** 106-0101-53321

**Sufficient Funds in Account:** Yes

**Transfer Needed From:** N/A    **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

**No    Yes    If yes, reason:** Then and Now, payment due 1/21/26  
**Council Use Only:**

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**  
**Date:**

Ord 8-26  
1-12-26

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-82462  
Invoice Date: 12/22/2025  
Due Date: 1/21/2026  
Payment Terms: Net 30  
PO#:  
W-9 Form [\[Download\]](#)  
Certificates of Insurance [\[Download\]](#)

Bill To: OH - Medina PD  
Medina, Ohio, 44256

Ship To: OH - Medina PD  
150 W Friendship St  
Medina, Ohio 44256

Billing Company Name: OH - Medina PD  
Billing Contact Name: Ed Kinney  
Billing Email Address: [ekinney@medinaoh.org](mailto:ekinney@medinaoh.org)

Payment Terms: Net 30  
Contracted Billing Structure: Annual - First Year at Signing

Notes: OH - Medina PD - Expansion: Year 2 of 24 Month Term, 2025 - 2026

*Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.*

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	2	\$3,000.00	\$0.00	\$6,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services: <https://planner.flocksafety.com/public/7056dccd-138a-449b-bb9b-cf98f05d9929>

**Subtotal:** \$6,000.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00  
**Payments:** \$0.00  
**Balance Due:** \$6,000.00

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



# INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-82462  
Invoice Date: 12/22/2025  
Due Date: 1/21/2026  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

<p><b>Pay by Check:</b></p> <p>Payable to: Flock Group Inc Memo: INV-82462 Mail to: PO Box 121923 Dallas, TX 75312-1923</p> <p><i>If paying by check, please include the remittance slip below.</i></p>	<p><b>Pay by ACH:</b></p> <p>Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S</p> <p><i>If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.</i></p>
---	--

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

### Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 885 East Collins Boulevard,  
Suite 110  
Richardson, TX 75081

Account: OH - Medina PD

Invoice #: INV-82462

Amount Due: **\$6,000.00**

Amount Enclosed: \$ \_\_\_\_\_

OK JAS

# REQUEST FOR COUNCIL ACTION

No. RCA 26-013-1/12

FROM: Jansen Wehrley <sup>JSW</sup>  
DATE: January 5, 2026  
SUBJECT: Purchase 2026 Ford F-250- Cemetery

Committee: Finance

## SUMMARY AND BACKGROUND:

The Cemetery Department respectfully requests Council authorization to purchase one 2026 Ford F-250 regular cab 4WD pickup truck equipped with a Western snowplow. This purchase will be made utilizing the Community University Education Purchasing Contract through Montrose Ford.

This unit will replace a 2011 Ford F-250 truck that was identified for replacement in 2024. \$60,000.00 was allocated for this purchase as part of the 2026 budgeting process. ✓

**Estimated Cost: \$57,631.51**

**Suggested Funding: sufficient funds in Account No. 001-0210-54417**

- transfer needed from Account No. Carryforward 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:**

**FORD VEHICLE C.U.E. QUOTE CONFIRMATION**

		CITY OF MEDINA		Dealer: F44209	
		2026 F-SERIES SD		Page: 1	
Order No:	Priority:	FIN: QH807	Order Type:	Price Level:	
	RETAIL	DLR INV		RETAIL	DLR INV
F2B	F250 4X4 SD R/C	48465	46041	66S UPFITTER SWTCH	250 228
	142" WHEELBASE			67B 410 AMP ALTRNTR	215 195
PQ	RACE RED	395	360	68U PAYLOAD UPGRADE	100 91
A	VNYL 40/20/40			76C EX BACKUP ALARM	230 210
S	MED DARK SLATE			85S TOUGH BED	625 569
600A	PREF EQUIP PKG			86M DUAL BATTERY	210 191
	.XL TRIM			CONNECT PKG 1YR	
572	.AIR CONDITIONER	NC	NC	SP DLR ACCT ADJ	-1032
	.AMFM/MP3/CLK			SP FLT ACCT CR	-1420
99A	.6.8L DEV V8 ENG	NC	NC	FUEL CHARGE	\$11.72
44F	10-SPD AUTOMATC	NC	NC	B4A NET INV FLT OPT	NC \$7.00
TD8	.LT245 BSW AS 17			DESTINATION	\$2,595.00 \$2,595.00
X37	3.73 REG AXLE	NC	NC		
	JOB #1 BUILD			TOTAL BASE AND OPTIONS	54205 \$48,431.72
	FLEET SPCL ADJ	NC	-635	TOTAL BASE AND OPTIONS	54205 \$48,431.72
188	PLAT RUNNING BD	\$320.00	\$291.00		
	10300# GVWR PKG				
425	50 STATE EMISS	NC	NC		
473	SNOW PLOW PREP	\$350.00	\$319.00		
512	SPARE TIRE/WHL2	NC	NC		
52B	TRLR BRAKE CONT	\$300.00	\$273.00		
592	ROOF CLEAR LGTS	\$150.00	\$137.00		
	JACK				

YOUR C.U.E. COST	\$ 47,696.51
8..5' WESTERN PRO PLUS PLOW	\$ 9,900.00
Title & Tag	\$ 35.00
	<b>\$ 57,631.51</b>

**DELIVERY IS NOT INCLUDED IN THE ABOVE PRICE. IF MONTROSE DELIVERS, THE COST IS \$2.50 PER MILE**

CITY OF MEDINA  
Attn: JANSEN WEHRLEY

<b>**NOTE** Extra keys cost \$375.00 each (comes with 2)</b>
<b>**NOTE** ZIEBART Rustproofing is \$550.00 extra per vehicle.</b>
<b>**PLEASE LET ME KNOW IF REQUIRE THESE ITEMS OR ANY OTHER ITEM**</b>

Derek Powers  
Fleet/Gvmt. Sales Mgr.  
Montrose Ford  
QUOTED 12/16/2025  
ORDERED



Community University Education Purchasing  
Regional Council of Governments  
PO Box 370  
Akron, Ohio 44309  
info.cuepurchasing@gmail.com  
(330) 205-8767

November 16, 2025

Mr. Derek Powers  
Montrose Auto Group  
3960 Medina Road  
Akron, Ohio 44333

Dear Mr. Powers:

The Vehicle contract is set to expire on December 31, 2025. The original specification allows for an annual contract renewal. At the November 12, 2025, Executive Committee meeting, a motion was made and approved to renew the Vehicle Bid for a one-year term beginning January 1, 2026 and ending on December 31, 2026. This would be the second and final renewal of two allowed by the contract.

If you would like to renew the CUE-COG Vehicle Contract under the original terms for the period of January 1, 2026 to December 31, 2026, at the rates outlined on Exhibit A, please confirm by signing below and returning this letter to me at your earliest convenience.

Sincerely,

Melissa L. Raber  
CUE-COG Fiscal  
Officer/Agent 330-205-8767

Montrose Auto Group agrees to renew the CUE-COG Contract for Vehicles for the period of January 1, 2026 to December 31, 2026 at the prices noted on Exhibit A, attached.

DocuSigned by:  
Derek Powers  
CS1F32D6413AAAC...

Date: 11/17/2025

Derek Powers Fleet Manager  
Name and Title

Exhibit A

<b>Montrose Ford</b> 3960 Medina Rd, Akron, OH 44333-2445 (330) 666-0711 x162	
	<b>% Above/Below Net Delivery Charge to Dealer Invoice Members Location</b>
<b>Price per Manufacturer - Gasoline Vehicles</b>	
Ford	+2.5% \$50.00
Chevy	+2.5% \$50.00
Dodge/Ram	+2.5% \$50.00
<b>Price per Manufacturer - Hybrid/Electric Vehicles</b>	
Ford	+2.5% \$50.00
<b>Additional Pricing</b>	
Discounts Extended to New Members	No
Percentage off list of parts	No
Parts Manual Cost	\$150.00
Service Manual Cost	\$150.00
Discount for Service Work	No
Cancellation Penalty	No
Delivery	within 5 days of receiving unit at the dealership
Low Price Assurance	Assure lowest price and will provide dealer invoice

**REQUEST FOR COUNCIL ACTION**

**From:** Nino Piccoli, Service Director

**No.** RCA 26-014-1/12

**Date:** January 6, 2026

**Committee:** Finance

**Subject:** **Amend Code, Section 133.01, Association Memberships  
University Education Purchasing Council of Governments (CUE-COG)**

**Summary and background:**

Authorize the City to become a member of the University Education Purchasing Council of Governments. The City was previously a member of the Community University Education Purchasing Cooperative for the purpose of lowering costs by joining with other governmental entities through pooled purchasing and competitive bidding. The CUE have reorganized as a Council of Governments and require us to adopt the attached resolution to continue utilizing membership.

**Estimated Cost:** \$250 (membership)

**Suggested Funding:**

**Sufficient Funds in Account:** TBD

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes  No

**Reason:**

---

**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

RESOLUTION AUTHORIZING THE \_\_\_\_\_ TO JOIN THE COMMUNITY  
UNIVERSITY EDUCATION PURCHASING COUNCIL OF GOVERNMENTS

WHEREAS, the \_\_\_\_\_ (the “[Political Subdivision]”) was previously a member of the Community University Education Purchasing Cooperative for the purpose of lowering costs by joining with other governmental entities through pooled purchasing and competitive bidding;

WHEREAS, it was necessary to reorganize the Community University Education Purchasing Cooperative as a Council of Governments organized under Chapter 167 of the Revised Code;

WHEREAS, Copley Township, the City of Green, the City of Akron, the Village of Boston Heights, the City of Kent and the City of Cuyahoga Falls (the “Initial Members”) entered into the Agreement Establishing the Community University Education Purchasing Regional Council of Governments dated as of October 4, 2022 (the “Establishing Agreement”) in order to establish the Community University Education Purchasing Regional Council of Governments (“CUE”) under Chapter 167 of the Revised Code;

WHEREAS, the Establishing Agreement authorized the Initial Members of the CUE to adopt bylaws to govern the operation of CUE and the Initial Members adopted the bylaws on October 5, 2022 (the “Bylaws”);

WHEREAS, Article II, Section 2 authorizes the Initial Political Subdivisions listed on Schedule 1 of the Bylaws to join CUE as a Member (as defined in the Establishing Agreement and the Bylaws”) without an additional financial contribution; and

WHEREAS, the [Political Subdivision] has determined to join CUE as a Member

NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ OF \_\_\_\_\_:

Section 1. This \_\_\_\_\_ has determined that the [Political Subdivision] shall join CUE as a Member.

Section 2. The \_\_\_\_\_ [insert name or title of position to act in that capacity] is hereby designated as the Representative of the [Political Subdivision] to serve on the Governing Board of CUE.

**REQUEST FOR COUNCIL ACTION**

NO. RCA 26-015-4/12

FROM: Patrick Patton

DATE: January 6, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Medina Municipal Courthouse Change Order #01

With regards to the above captioned project, I request Council to approve Change Order #01 and modify Ruhlin's contract accordingly. Change Order #01 consists of the following:

COR #	Description	Cost	Amount in Allowances	Total
9	Structural Steel Adds from GMP #3	\$122,869	\$0	\$122,869
	Explanation	Steel changes determined necessary after release of GMP #3. Relocate column in Courtroom, added steel support in penthouse, elevator infills, etc. These changes were issued after the steel package was bid out & awarded in GMP 2. There was no way to quantify or understand the level of changes that came out in GMP #3. The changes were very significant and affected all aspects of the building, infills, HVAC supports, stairwell infills, elevator openings, front column details, etc.		
10	Lead Abatements & Column Wrap Demo	\$30,030	\$10,000	\$20,030
	Explanation	Lead abatement on columns discovered during demo. Prior to bidding, an abatement report was provided to Ruhlin on asbestos containing material in the floor mastic, some pipe insulation and fire proofing materials. Nothing was indicated on the existing paint on the building steel. No way to quantify how much paint would need removed since the structural steel adds in change above are what required most of the lead paint to be removed.		
11	PR-03 Revised Fire Line Routing	\$13,134	\$0	\$13,134
	Explanation	Fire Dept request to move fire line from north end of building to south end. This change came at the direction of the Medina Fire Dept, the actual re-routing was minor in the overall cost, but the change also added fire alarm devices and upgraded the non-audio panel to transponder with audio.		
12	Replace Interior Sills & Jambs	\$44,769	\$0	\$44,769
	Explanation	Initially planned to keep existing window sills and jambs, upon review existing were not usable due to condition. Correct, the existing window sills were granite material, many were broken, chipped off ends, different material types. Wood on window jambs were sun damaged, faded. Cost more to strip & refinish than to install with new material which will match rest of woodwork through out courtroom doors, paneling, trim, etc.		
14	Mechanical Room Patching & Infills	\$30,902	\$0	\$30,902
	Explanation	Added scope to patch and paint mechanical room and penthouse. There was no scope shown on the drawings here for this. As the original equipment was removed during demo, walls were various colors, and old holes needed patched to maintain fire rating. Also the old intake louver for fresh air to boilers was removed and blocked up.		

COR #	Description	Cost	Amount in Allowances	Total
16	Tuckpointing at Front Steps & Brick Infill	\$37,520	\$5,000	\$32,520
	Explanation	Repair exterior steps and sandstone panels discovered during demo. Original scope was for minor tuckpointing at side steps. After shrubs were removed, entire sandstone panel was found to be needing rebuild and attachment, gas meter vault & lintel collapsing under the canopy, also infilling louvers at 10 locations around the building, no scope was shown here.		
18	Finish Changes	\$16,046	\$0	\$16,046
	Explanation	Changes to flooring, paint, countertops, window sills, toilet partitions requested by MMC. After the project was bid out, finish packages were revised and updated with upgraded specs for flooring, solid surface window sills, countertops.		
			TOTAL	\$280,270

These costs have been reviewed and approved by the architect (Brandstetter Carroll).

Thank you for your consideration.

ESTIMATED COST: \$280,270

SUGGESTED FUNDING: General Purpose Capital and Court Special

Sufficient Funds in Account Number: 301-0716-54412 (\$140,135) and 169-0716-54412 (\$140,135)

Transfer Needed from: To: New Appropriation Account Number:

Emergency Clause Requested: No

Reason: .

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Medina Municipal Court Renovations	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: January 14, 2025	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: November 20, 2025
<b>OWNER:</b> <i>(Name and address)</i> City of Medina 132 North Elmwood Avenue Medina, OH 44258	<b>ARCHITECT:</b> <i>(Name and address)</i> Brandstetter Carroll, Inc. 1220 West Sixth Street, Suite 300 Cleveland, OH 44113	<b>CONTRACTOR:</b> <i>(Name and address)</i> The Ruhlin Company 6931 Ridge Road Sharon Center, OH 44274

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR03 Structural Steel Adds from GMP #3 Package + \$122,869.00  
 COR10 Lead Paint Abatement & Column Wrap Demo + \$20,030.00  
 COR11 PR-03 Revised Fire Line Routing + \$13,134.00  
 COR12 Replace Interior Sills & Jambs + \$44,769.00  
 COR14 Mechanical Room Patching & Infills + \$30,902.00  
 COR16 Tuckpointing at Front Steps & Brick Infill + \$32,520.00  
 COR18 PR-05 Finish Changes + \$16,046.00

The original Contract Sum was	\$ 10,382,775.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 10,382,775.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 280,270.00
The new Contract Sum including this Change Order will be	\$ 10,663,045.00

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be April 08, 2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

  
 ARCHITECT *(Signature)*

CONTRACTOR *(Signature)*

OWNER *(Signature)*

BY: Nancy K. Nozik, Division  
 Principal  
*(Printed name, title, and license number if required)*

*(Printed name and title)*

*(Printed name and title)*

11/20/2025  
 Date

Date

Date

**REQUEST FOR COUNCIL ACTION**

NO. *RCA 26-016-1/17*

FROM: Patrick Patton



COMMITTEE

*Finance*

DATE: January 5, 2026

SUBJECT: Fair Market Value Estimate (FMVE) for S. Huntington Street Bridge

In order to complete the reconstruction of the S. Huntington Street Bridge, the City must acquire nine easements. In order for the City's right-of-way consultant (O. R. Colan) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE) for the project. Below please find a summary for the value of one (1) of the nine (9) the easements:

See below for a summary of the required easements:

Address	Parcel	FMVE
246 W. Smith Road	028-19C-05-289	\$17,361
	TOTAL	\$17,361

To summarize, this request asks for Council's acceptance of the FMVE appraisal for the above easement, and authorizes the Mayor to sign the FMVE appraisal; by his signature the City will thus authorize the Consultant to proceed with the acquisition process.

As a reminder, the City is receiving \$1,739,500 in construction funding through ODOT's Municipal Bridge Program.

Thank you for your consideration.

ESTIMATED COST: \$17,361

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: This is the first of several steps necessary to complete acquisition; we would like to start this process as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

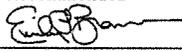
ACQUIRING AGENCY'S  
FAIR MARKET VALUE ESTIMATE

OWNER'S NAME

**Champion Creek Land  
Holdings, LLC**

COUNTY MED  
ROUTE MR 929  
SECTION 0.14  
PARCEL NO. 9-SH, SW, T  
PROJECT I.D. NO. 120263

PAR NO.	ITEMS INCLUDED IN THIS ESTIMATE	ORIGINAL	REVISION	REVISION
L A N D	9-SH	0.293 ac. of commercial land @ \$185,000/ac. less \$1.00	\$5,420	
	9-SW	0.0326 ac. of commercial land @ \$185,000/ac. x 50%	\$3,016	
F E N C E				
T R E E S	NO.	KIND	AV.SIZE	
O T H E R	9-SH	380 s.f. of grass x \$0.30/s.f.	\$115	
	9-SH	146 s.f. of asphalt pavement x \$5.50/s.f. less	\$525	
	9-SH	(1) Tree - 10" x \$850 each	\$850	
	9-SH	(3) Trees - 18" x \$1,000 each	\$3,000	
	9-SW	(1) Signpost with (2) Private Signs (Lump Sum)	\$200	
	9-SW	115 l.f. asphalt curb x \$5.75/l.f. x 40%	\$400	
	9-SW	592 s.f. asphalt pavement x \$5.50/s.f. less 35%	\$2,120	
	9-SW	527 s.f. grass x \$0.30/s.f.	\$160	
B L D G				
D A M A G E	9-T	0.084 ac. x \$185,000/ac. x 10% x 1 year	\$1,555	
E L		TOTAL FAIR MARKET VALUE FOR REQUIRED R/W	\$17,361	
		OFFER FOR REQUIRED R/W AND EXCESS LAND		
		ADDED COST TO ACQUIRE EXCESS LAND		
		VALUE		

The allocation of compensation recommended above is based upon an approved appraisal report			
Trainee's Recommendation		Recommended	
Date			Date 12/18/2025
Review Appraiser Typed Name		Review Appraiser Typed Name	Emily L. Braman, MAI, SRA, AI-GRS
Recommended		Recommended	
Date		Date	
2 <sup>nd</sup> Review Appraiser		Appraisal Unit Manager	
Agency Signature Establishing FMVE		Administrative Settlement / Case Settlement	
Date		Date	
Typed Name & Title		Typed Name & Title	
Agency Name		Agency Name	

APPRAISAL AND REVIEW RECORD								
FEE/STAFF	APPRAISER	VALUE OF TAKING	DATE APPR SIGNED	TOTAL TAKE	PARTIAL TAKE	TYPE REPORT	TYPE OF SPECIALISTS REPORT	
Fee	C. Eric Kirk, MAI, SRA	\$17,361	12/16/2025		Yes	Value Finding		
REVIEW APPRAISER	ORIGINAL		REVISION		REVISION		REVISION	
	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
Emily L. Braman, MAI, SRA, AI-GRS	\$17,361	12/18/2025						

**Reviewer’s Reasoning for the Recommendation**

The property is a 0.2905-acre commercial parcel of land at 246 W. Smith Road, Medina, Ohio. The Medina County Auditor’s parcel number is 028-19C-05-289. The property owner is Champion Creek Land Holdings, LLC. The appraisal was prepared for O. R. Colan Associates, on behalf of the City of Medina and was reviewed for the City of Medina. Three commercial land sales were used to value the subject property. The appraiser adjusts these sales based on the characteristics of the property. After adjustment, the indications range from \$94,991 to \$224,669 per acre. The Sales Comparison Approach resulted in a value of \$185,000 per acre. The appraiser concludes to a value of \$17,361 for the land taken, the improvements, and the temporary construction easement.

The appraiser reported the value in Value Finding format that conforms to the Policies and Procedures of the Ohio Department of Transportation.

The appraiser properly identified and described the property and larger parcel appraised. The calculations made were mathematically correct and the value analyses and conclusions were reasonable, logical and well supported. The appraisal report is recommended as the basis of FMVE due the property owner.

ELB January 9, 2025

- Property appraised – The property is a 0.02905 net acre commercial site improved with a paved parking lot.
- Total value land taken – \$8,436
- Total value site improvements taken – \$7,370
- Total value buildings taken – N/A
- Cost to cure - N/A
- Incurable damages – N/A
- Temporary easements - \$1,555
- Total FMVE - \$17,361

The site will be reduced from a 0.2905 net acre site to a 0.2612 net acre site with 0.0293 acre of present road occupied (PRO). The residue site will remain a legal conforming use.

**REQUEST FOR COUNCIL ACTION**

NO. RCA 26-017-1/12

FROM: Patrick Patton

DATE: January 5, 2026

COMMITTEE

REFERRAL:

Finance

SUBJECT: Wheeling & Lake Erie Railroad Crossing Agreement and Letter Agreement: Prospect Street Bridge

The City's upcoming Prospect Street Bridge project abuts the Wheeling and Lake Erie Railway (Wheeling). In addition, this project will not only install new pavement within the railroad right of way, but also install water line beneath the crossing.

In order to secure a permit from the railroad to allow us to make these improvements, the City needs to enter into two agreements with the Wheeling, both a public limits crossing agreement and a letter agreement. This requests asks that Council approve both agreements and authorize the Mayor to sign both on behalf of the City.

Thank you for your consideration.

ESTIMATED COST: \$450.

SUGGESTED FUNDING:

Sufficient Funds in Account Number: 108-0610-54411

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: Typically railroad approvals take some time, we would like to submit this to the railroad for their approval as soon as possible as we are facing milestone deadlines for the project from ODOT.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

# LETTER AGREEMENT

January 27, 2026

Mr. Jeffery A. Davis, Jr.  
Wheeling & Lake Erie Railway  
100 E. First Street  
Brewster, OH. 44613

**SUBJECT: ODOT MED-262-0.29 (PROSPECT) Project  
Wheeling & Lake Erie Railway Company  
City of Medina, Medina County, OH.**

**Agency Reference: PID No. MED-262-0.29**

**WLE Reference: No. 094585, Akron Subdivision Mile Post 139.91**

Dear Jeff:

The proposed work for the ODOT MED-262-0.29 Project at Akron Subdivision Mile Post 139.91 includes pavement replacement and a waterline crossing under Wheeling & Lake Erie Railway Company's (W&LE) at the referenced location in the City of Medina in Medina County.

- 1) No work will commence until W&LE has approved the City's final plans for the project. All work will be performed in accordance with the approved plans, specifications and the attached Permit to Enter provided by W&LE, which shall be executed by the City and/or its contractors prior to work commencing, as applicable.
- 2) During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 13'-0" horizontally from the centerline of a track shall be maintained to any form work, false work or other temporary obstruction.
- 3) The City's Contractor will not be allowed to commence work on, over or alongside W&LE property until the following conditions have been met:
  - a) The City has received notice from the W&LE that the required insurance is satisfactory.
  - b) The City has received written authorization from W&LE to begin work on W&LE property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection.
  - c) The Contractor has executed the Permit to Enter.

- d) Contingent upon executing the Permit to Enter, W&LE shall permit the City and/or its contractors, as applicable, to enter upon lands owned or operated by W&LE to permit the construction and/or maintenance referenced herein.

If you agree with the terms of this letter, please indicate your concurrence by signing in the space below and return one copy of this letter to me. Please contact Patrick Patton, Medina City Engineer at (330) 722-9034, or by email at [ppatton@medinaoh.org](mailto:ppatton@medinaoh.org) if you have any questions or concerns, or wish to discuss this project further.

Sincerely,

James Shields  
Mayor, City of Medina, OH

Accepted by Wheeling & Lake Erie Railway Company

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

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

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

**PUBLIC LIMITS CROSSING AGREEMENT**

No. 094585

Between

**CITY OF MEDINA**

**AND**

**WHEELING & LAKE ERIE RAILWAY COMPANY**

Located in the  
City of Medina  
County of Medina  
State of Ohio

Akron Subdivision  
Mile Post 139.91

(Lat.: 41.1369194980718, Lon.: -81.87097072883637)



**PUBLIC LIMITS CROSSING AGREEMENT  
No. 094585**

**THIS PUBLIC LIMITS CROSSING AGREEMENT**, made as of the 30th day of July, 2025, between the **CITY OF MEDINA** an Ohio municipality, having an address of 132 N Elmwood Ave., Medina, OH 44256, hereinafter called "UTILITY" and **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware corporation, having an address of 100 East First Street Brewster, OH 44613, hereinafter called "RAILWAY" or "W&LE" (the "Agreement")

**I. PREMISES**

RAILWAY (which when used herein shall include any successor or assignee of or operator over its RAILWAY) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of UTILITY, to be kept and performed, hereby permits UTILITY to construct, maintain, repair, alter, renew, and ultimately remove from over or under RAILWAY's track:

**[A water pipeline crossing under the track of RAILWAY at Mile Post 139.91 of the Akron Subdivision (Lat.: 41.1369194980718, Lon.: -81.87097072883637), within the public right of way limits of South Prospect Street, in the City of Medina, County of Medina, and State of Ohio, attached hereto and made a part hereof;]**

and in accordance with the application packet attached and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, incorporated herein by reference; all and any part thereof being hereafter referred to as the "FACILITIES" shall be under and subject to the following terms, covenants, and conditions as hereinafter recited..

**II. TERMS AND CONDITIONS**

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

**1. RENT/CONSIDERATION.**

UTILITY will pay the sum of \$450.00 to RAILWAY for the preparation of this agreement.

**2. CONSTRUCTION.**

2.1 The FACILITIES shall be located, constructed and maintained in accordance with the construction plans attached hereto and for the purpose as outlined above. No departure shall be made at any time therefrom except upon permission in writing granted by the Vice President of Engineering of RAILWAY, or his duly authorized representative; provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State of Ohio, has by lawful ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned, provided said ruling or general order does not interfere with or adversely impact the safe use or operation of the property of RAILWAY.

2.2 The work of constructing, maintaining, repairing, altering, renewing, or removing the FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, and will not interfere with the proper and safe use, operation and enjoyment of the property of RAILWAY. UTILITY, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, arrange with RAILWAY to furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of RAILWAY. In any event, UTILITY shall not enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

2.3 In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons, permittees, or UTILITY during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of the FACILITIES of UTILITY, RAILWAY shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of UTILITY, which covenants and agrees to bear the full cost and expense thereof. The furnishing or failure to furnish inspectors, flagmen or watchmen by RAILWAY, however, shall not release UTILITY from any and all other liabilities assumed by UTILITY under the terms of this Agreement.

### **3. ADDITIONS.**

If UTILITY desires or is required, as herein provided, to revise, renew, or alter in any manner whatsoever the FACILITIES, it shall submit plans to RAILWAY and obtain the written approval of the Vice President of Engineering of RAILWAY, or his duly authorized representative, before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.

### **4. MAINTENANCE.**

4.1 UTILITY shall at all times be obligated to promptly maintain and repair the FACILITIES; and shall, upon notice in writing from RAILWAY and requiring it so to do, promptly make such repairs thereto as may be required by RAILWAY. However, in no event shall UTILITY enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

4.2 In the event of an emergency, UTILITY will take immediate steps to perform any necessary repairs, subject to first immediately notifying and obtaining permission to enter from RAILWAY.

### **5. GOVERNMENT COMPLIANCE.**

UTILITY shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection with the FACILITIES, without any liability whatsoever on the part of RAILWAY.

### **6. INDEMNIFICATION.**

6.1 IT IS UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE OPERATION OF RAILWAY AT OR NEAR SAID FACILITIES INVOLVE SOME RISK, AND UTILITY AS PART OF THE CONSIDERATION FOR THIS AGREEMENT HEREBY RELEASES AND WAIVES ANY RIGHT TO ASK FOR OR DEMAND DAMAGES FOR OR ON ACCOUNT OF LOSS OF OR INJURY TO THE FACILITIES (AND CONTENTS THEREOF) OF UTILITY THAT ARE OVER, UNDER, UPON OR IN THE PROPERTY, TRACK, OR FACILITIES OF RAILWAY INCLUDING THE LOSS OF OR INTERFERENCE WITH SERVICE OR USE THEREOF AND WITHOUT REGARD TO WHETHER ATTRIBUTABLE (IN WHOLE OR IN PART) TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

6.2 AND UTILITY ALSO COVENANTS AND AGREES TO CAUSE ITS CONTRACTOR(S) TO AT ALL TIMES INDEMNIFY, PROTECT AND SAVE HARMLESS RAILWAY FROM AND AGAINST ALL COST OR EXPENSE RESULTING FROM ANY AND ALL LOSSES, DAMAGES, DETRIMENTS, SUITS, CLAIMS, DEMANDS, COSTS AND CHARGES WHICH RAILWAY MAY DIRECTLY OR INDIRECTLY SUFFER, SUSTAIN OR BE SUBJECTED TO BY REASON OF ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILWAY WHETHER SUCH LOSSES AND DAMAGES BE SUFFERED OR SUSTAINED BY RAILWAY DIRECTLY OR BY ITS EMPLOYEES, PATRONS, OR LICENSEES, OR BE SUFFERED OR SUSTAINED BY OTHER PERSONS OR CORPORATIONS,

INCLUDING UTILITY, ITS EMPLOYEES AND AGENTS WHO MAY SEEK TO HOLD RAILWAY LIABLE THEREFOR, AND WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE, EXCEPT WHEN PROVED TO BE DUE DIRECTLY TO THE SOLE NEGLIGENCE OF RAILWAY.

6.3 IF A CLAIM OR ACTION IS MADE OR BROUGHT AGAINST EITHER PARTY AND FOR WHICH THE OTHER PARTY MAY BE RESPONSIBLE HEREUNDER IN WHOLE OR IN PART, SUCH OTHER PARTY SHALL BE NOTIFIED AND PERMITTED TO PARTICIPATE IN THE HANDLING OR DEFENSE OF SUCH MATTER.

6.4 To protect, in whole or in part, its primary obligations under the indemnification provisions of this Agreement, UTILITY shall obtain and carry at its own cost contractual insurance in such form as shall be approved by RAILWAY covering the liability assumed by UTILITY herein, in the following amounts: Bodily Injury \$5,000,000 for each person and \$5,000,000 for each incident; Property Damage \$5,000,000 for each incident. UTILITY shall furnish RAILWAY an appropriate certificate or certificates of insurance executed by an authorized representative of the insurer, evidencing the maintenance of the insurance coverage required herein and containing a provision to the effect that the insured will give RAILWAY at least ten (10) days' prior written notice of any cancellation or modification of any such insurance policy. The aforesaid insurance requirement shall not be deemed to limit or relieve the primary liability of UTILITY under the indemnification provisions hereof, but shall be deemed additional security therefor.

6.5 If UTILITY contracts for new construction or structural alterations to the premises, UTILITY shall provide or shall cause its contractor to provide, at no cost to RAILWAY, Protective Liability Insurance designating RAILWAY as a named insured, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence subject to a Ten Million Dollars (\$10,000,000.00) aggregate limit for all bodily injury and property damage occurrences during each annual policy period. If the construction or alterations involve an exposure to train operations on tracks of RAILWAY, the protective liability insurance shall be on the AAR-AASHTO Form of RAILWAY Protective Insurance. The original protective liability policy shall be submitted to and approved by RAILWAY's Director Real Estate at 100 East First Street, Brewster, Ohio 44613, prior to commencement of the construction or alterations. Said address shall be the name insured's address for the purpose of all notices from the insurer.

7. UTILITY'S COST.

All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, and removal of the FACILITIES shall be borne by UTILITY.

8. CROSSING OR GRADE RELOCATION.

UTILITY shall at its sole cost and expense, upon request in writing of RAILWAY, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property or facilities of RAILWAY, to another location, to permit and accommodate changes of grade or alignment and improvements in or additions to the facilities of RAILWAY upon land now or hereafter owned or used by RAILWAY to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction.

9. REMOVAL.

Upon the removal or abandonment of the FACILITIES covered hereby, all the rights of UTILITY hereunder shall cease, and this instrument shall become null and void.

**10. SUBSIDENCE.**

In the event the FACILITIES consist of an underground occupation, UTILITY will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of RAILWAY arising from or as a result of the installation of the FACILITIES for the term of this Agreement and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

**11. ELECTRICAL INTERFERENCE.**

In the event the FACILITIES consist of electrical power or communication wires and/or appurtenances, UTILITY shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of the FACILITIES; and if UTILITY should fail to do so, then RAILWAY may do so, and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

**12. TAX ASSESSMENTS.**

As part of the consideration of this Agreement, UTILITY covenants and agrees that no assessments, taxes or charges of any kind shall be made against RAILWAY or its property by reason of construction of the FACILITIES of UTILITY, and UTILITY further covenants and agrees to pay to RAILWAY promptly the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against RAILWAY or its property by reason of the construction and maintenance of the FACILITIES of UTILITY.

**13. EXCLUSIVE LICENSE.**

The rights conferred hereby shall be the privilege of UTILITY only, and no assignment or transfer hereof shall be made without the consent and agreement in writing of RAILWAY being first had and obtained.

**14. TERMINATION.**

In the event of a breach of any of the covenants, terms and conditions hereof by UTILITY, RAILWAY shall have the right to terminate this Agreement.

**15. EFFECTIVE DATE.**

This Agreement shall take effect as of the day RAILWAY executes it, subject to the provisions of Paragraph 16.

**16. APPROVAL.**

This Agreement will not become valid until the method of installation and all related matters have been approved by the Vice President of Engineering of RAILWAY, or his duly designated representative.

**17. SPECIFICATION.**

In the design, construction, arrangement and maintenance of the FACILITIES, the Rules and Specifications of the Public Utilities Commission of Ohio covering the construction at crossings of underground line of public utilities, shall govern, if applicable; if not applicable, the decision of the Vice President of Engineering of RAILWAY, or his duly authorized representative, shall govern and control.

**18. ENTRY NOTICE.**

UTILITY agrees to contact the Vice President of Engineering of RAILWAY, or his duly authorized representative, in advance, and receive his approval before entering upon the right-of-way of RAILWAY for any reason. And at the discretion of the Vice President of Engineering of RAILWAY, or his duly authorized representative, UTILITY must schedule flag protection before entering upon the right-of-way of RAILWAY, which is provided by RAILWAY at the expense of UTILITY.

**19. FIBER CABLE and SIGNAL CABLES LOCATION.**

It is the responsibility of UTILITY to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the right-of-way of RAILWAY. Any damage to or disruption of any fiber optic cable will be the sole responsibility of UTILITY which will indemnify and hold harmless RAILWAY for any expense resulting there from. Before any construction may commence, Ohio Utilities Protection Services (OUPS) must be contacted, where applicable, at the following number: 1-800-362-2764. Calling such number or numbers shall not release or otherwise diminish the remaining obligations of UTILITY hereunder. **UTILITY shall contact the Signals and Communications Supervisor of RAILWAY, or his duly authorized representative, to have all signal cables marked and located. RAILWAY is NOT registered with any underground utility notification service and must be contacted directly to ensure all RAILWAY facilities are accounted for, i.e. signal cables, electric services, culverts, conduits, data lines, communication cables, fiber, water lines, gas lines, sewage, storm drains, bridge footers, and pilings, etc. All expenses incurred by RAILWAY for such services will be invoiced to, and paid by, UTILITY.**

**20. GENERAL PROVISIONS.**

20.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any part of this Agreement.

20.2 This Agreement shall be governed by the laws of the State of Ohio.

20.3 As used in this Agreement, the words, "RAILWAY" and "UTILITY" shall include the respective subsidiaries, directors, officers, agents, and employees of RAILWAY and UTILITY.

20.4 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against RAILWAY and UTILITY.

20.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

20.6 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understanding, agreements or representations.

20.7 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

20.8 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

20.9 Except as otherwise provided in this Agreement, all notices to be sent from one party to the other shall be in writing and mailed by United States certified mail, postage prepaid. Notices directed to RAILWAY shall be addressed to Wheeling & Lake Erie Railway Company, 100 East First Street, Brewster, OH 44613. Notices directed to UTILITY shall be sent to the address first listed above for UTILITY.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, in duplicate, as of the day and year first above written.

CITY OF MEDINA

WHEELING & LAKE ERIE RAILWAY COMPANY

Print Name

JONATHAN CHASTEK  
Print Name

Signature

Signature

Title

PRESIDENT  
Title

Date

Date

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Medina, an Ohio municipality.

(SEAL)

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

My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF OHIO §  
COUNTY OF STARK §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Jonathan Chastek, as President of Wheeling & Lake Erie Railway Company, a Delaware corporation.

(SEAL)

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

My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

# REQUEST FOR COUNCIL ACTION

No. RCA 26-018-1/12

FROM: Jansen Wehrley *JW*  
DATE: January 6, 2026 *JW*  
SUBJECT: 338 Foundry Street Donation and Purchase

Committee: Finance

## SUMMARY AND BACKGROUND:

Respectfully request that Council pass an ordinance authorizing the mayor to sign a purchase agreement for the purchase of vacant land located at 338 Foundry Street PPN#028-19A-16-016.

To complete this purchase, I respectfully request Council to accept the donation of \$12,000.00 from Murray and Susan VanEpp and \$20,500.00 from the Tom and Jill Lincoln Foundation. The remaining \$32,500.00 balance will come from general purpose capital.

The Parks Department has a desire to acquire this property to continue the expansion and improve access to Ray Mellert Park along Foundry Street.

See attached purchase agreement.

**Estimated Cost: \$65,000.00**

**Suggested Funding: 104-0301-54411**

- 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:**

**SUMMARY OF SALIENT FEATURES**

SUBJECT INFORMATION	Subject Address	338 Foundry St
	Legal Description	LOT 563 WH .000A
	City	Medina
	County	Medina
	State	OH
	Zip Code	44256
	Census Tract	4081.01
	Map Reference	17410
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	NA
	Lender/Client	NA
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Residential
	Age	
	Condition	Average
	Total Rooms	
	Bedrooms	
Baths		
APPRAISER	Appraiser	Paul Emerson
	Date of Appraised Value	09/23/2025
VALUE	Opinion of Value	\$ 65,000

# Aerial View

## Medina County Auditor GIS



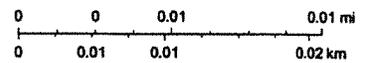
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Parcel Number (Label)

Data Explorer Parcels

World\_Hillshade

1:385



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community.  
Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

## PURCHASE AGREEMENT

This Agreement is made and entered into at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **RICHARD ALLEN ANTHONY**, a single person, hereinafter referred to as "Seller," whose present mailing address is 538 1/2 West Friendship Street, Medina, Ohio 44256, and the **CITY OF MEDINA, OHIO, an Ohio Municipal Corporation**, hereinafter referred to as "Purchaser," whose present mailing address is 132 North Elmwood Avenue, Medina, Ohio 44256.

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, Seller and Purchaser agree as follows:

1. **Purchase and Sale of the Premises.** On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, assign, and transfer to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title, and interest in and to the real property located at 338 Foundry Street, Medina, Ohio 44256 ("the Premises"). The Premises is known as Permanent Parcel No. 028-19A-16-016, and is further described on "Exhibit A," attached hereto.

2. **Purchase Price.** The purchase price for the Premises shall be Sixty-five Thousand Dollars (\$65,000) ("Purchase Price"). The Purchase Price shall be paid by Purchaser in immediately available funds to the Escrow Agent at closing.

3. **Evidence of Title.** Seller shall provide Buyer with an owner's policy of title insurance issued by Transfer Title Agency, Inc., ("Escrow Agent"), 748 North Court Street, Medina, Ohio 44256, at closing, evidencing that Seller has good and marketable title to the Premises in fee simple, free and clear of all liens and encumbrances excepting only:

- (a) those created or assumed by Purchaser;
- (b) zoning, building and other laws, ordinances, and regulations;
- (c) public highways and rights-of-way;
- (d) restrictions, conditions, oil and gas leases, and utility easements of record; and
- (e) taxes and assessments which are not to be paid by Seller under this Agreement.

Marketability shall be determined in accordance with the standards of title examinations promulgated by the Ohio State Bar Association.

4. **Taxes and Assessments; Prorations.** Seller shall pay or credit on the Purchase Price the amount of all delinquent taxes, including penalties and interest, and all special assessments that are a lien as of the day of closing, both current and reassessed and whether due or to become due. Seller shall also credit the Purchase Price for all unpaid real estate taxes not yet due for the year prior to the closing through the date of closing. The proration of the undetermined taxes shall be based upon a 365-day year and on the most recently available tax rate and valuation. It is the intention of the parties in making the tax proration to allow Purchaser a credit as close in amount as possible to the amount which Purchaser will be required

to pay to the county treasurer, giving effect to applicable exemptions, recently voted millage, changes in valuation or other similar matters which may have an effect on the amount of the real estate taxes, whether or not they have been certified.

5. **Transfer of Premises.** Seller shall convey and transfer marketable title in fee simple to the Premises to Purchaser by a general warranty deed, free and clear of all liens and encumbrances whatsoever, except for those liens or encumbrances set forth in the first paragraph of Section 3 above, which shall be exceptions to the warrant covenants. Purchaser shall not assume and Seller shall retain all liabilities related to the Premises arising on or before the Closing. If Seller cannot transfer marketable title to Purchaser at Closing, Purchaser shall have the option to terminate this Agreement without further obligation to Purchaser.

6. **Closing.** As used in this Agreement, references to "a closing" the "closing" or "day of closing" shall mean the closing of the purchase and sale contemplated by this Agreement ("Closing"). The Closing shall occur at the offices of the Escrow Agent on or before \_\_\_\_\_, 2026. The sale and purchase of the Premises shall be closed by placing all documents and funds necessary to the completion of the transaction contemplated herein in escrow with the Escrow Agent.

7. **Closing Costs.** The Closing costs shall be paid as follows:

The Seller shall be responsible for the following expenses, which the Escrow Agent is authorized and instructed to deduct from the proceeds of sale upon the closing of this transaction:

- a. Any expense necessary in clearing the title, including all tax liens; and
- b. Real estate taxes and assessments prorated to date of title transfer;

The Purchaser shall be responsible for the following expenses, which the Escrow Agent shall deduct from funds standing to the credit of the Purchaser or collect from them prior to the closing of this transaction:

- a. Cost of title examination/commitment;
- b. Cost of owner's policy of title insurance;
- b. Recording fee for the deed;
- c. Escrow fee; and
- d. Conveyance fee and cost of preparation of conveyance fee form.

8. **Possession.** Purchaser shall be entitled to exclusive possession of the Premises on the date of Closing.

9. **General Provisions, Representations and Warranties.**

(a) It is acknowledged by the parties that the subject Premises is being purchased in its present physical "as is" condition after examination by the Purchaser who is

relying solely upon such examination with reference to the condition, value and character of the property.

(b) This contract shall be governed by the laws of the State of Ohio.

(c) Time is of essence in this contract.

(d) Any portion of this contract declared invalid by law will not void the remainder of this contract.

(e) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns.

(f) This instrument contains the entire agreement between the parties; and it is understood that no promises, provisions, terms, warranties or obligations whatsoever, either express or implied, other than herein set forth shall be binding upon the parties hereto.

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
**RICHARD ALLEN ANTHONY**

**CITY OF MEDINA, OHIO,  
An Ohio Municipal Corporation**

Date: \_\_\_\_\_  
538 1/2 West Friendship Street  
Medina, OH 44256  
Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
**JAMES SHIELDS, Mayor**

Date: \_\_\_\_\_  
City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256  
Telephone: 330-722-9020

Document & Form Approved by:

\_\_\_\_\_  
GREGORY A. HUBER, Law Director, City of Medina

**EXHIBIT A**

Situated in the City of Medina, County of Medina, and State of Ohio:

Being the whole of City Lot No. 563 in the Subdivision of Out Lot No. 12 on the Plat of Medina Village and on the Medina Township side thereof, as surveyed and platted by A. D. Sheldon, County Surveyor, on August 2, 1906.

PP: 028-19A-16-016

Prior Instrument Reference: Document No. 2024OR012356, Medina County Recorder's Records; Document No. 2000OR004353, Medina County Recorder's Records

**REQUEST FOR COUNCIL ACTION**

No. RCA 26-019-1/12

FROM: Kimberly Marshall *KIM*  
DATE: January 6, 2026 *2/2*

Committee Finance

SUBJECT: Cobblestone Crossings, LLC – Petition to Join the JEDD  
Lakefront Ohio, LLC – Petition to Join the JEDD

**SUMMARY AND BACKGROUND:**

Lakefront Ohio, LLC located at 6187 and 6327 Wooster Pike Rd, Medina, OH 44256, Parcel numbers 030-11A-10-017 and 030-11A-10-010 would like to join the City of Medina / Montville Township Joint Economic Development District (JEDD). They have completed the petition form accordingly.

Cobblestone Crossings, LLC located 6309 Wooster Pike Road, Medina, OH 44256, Parcel numbers 030-11A-15-016 and 030-11A-15-022

The JEDD Board met last May 2025 and approved the 4 parcels joining the JEDD.

**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: So the developer can move forward with breaking ground on the project

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

ORDINANCE NO. - 26

AN ORDINANCE APPROVING THE TENTH AMENDMENT TO THE CITY OF MEDINA -- MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AND ANNEXATION CONTRACT TO ADD TERRITORY TO THE DISTRICT

**WHEREAS**, as of December 14, 2009, the City of Medina and the Township of Montville, Medina County, Ohio (the "Contracting Parties") entered into the City of Medina-Montville Township Joint Economic Development District and Annexation Contract ("JEDD Contract"), approved by Medina City Ordinance No. 182-09 and Resolution No. 120809.01 of the Montville Township Board of Trustees, creating the City of Medina — Montville Township Joint Economic Development District;

**WHEREAS**, the original JEDD Contract was entered into pursuant to Ohio Revised Code Section 715.72 through 715.83;

**WHEREAS**, the Contracting Parties now wish to amend the JEDD Contract to add territory to the District, which territory is located within the expansion area of the JEDD;

**WHEREAS**, this Amendment is enacted pursuant to Section 5.2 of the JEDD Contract and Ohio Revised Code Section 715.72;

**WHEREAS**, prior to the passage of this Ordinance, this Council held a public hearing regarding the addition of the territory to the District.

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

Section 1: The Mayor is authorized and directed to enter into the Tenth Amendment to the City of Medina - Montville Township Joint Economic Development District and Annexation Contract, a copy of which Amendment is attached hereto as Exhibit "A" and incorporated herein fully as if by reference, in order to add four (4) parcels of land to the District which are located within the expansion area of the JEDD.

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

Section 3: This Ordinance shall take effect and be in force as of \_\_\_\_\_, 2026.

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

SIGNED: \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

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

SIGNED: \_\_\_\_\_  
Mayor

EXHIBIT A

TENTH AMENDMENT TO CITY OF MEDINA-MONTVILLE TOWNSHIP  
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT  
ADDING TERRITORY TO THE DISTRICT

WHEREAS, the City of Medina (the "City") and Montville Township (the "Township") entered into a Joint Economic Development District and Annexation Contract (the "Contract") as of December 14, 2009;

WHEREAS, Section 5.2 of the Contract provides for an "expansion area" which is defined as an area depicted on Exhibit A-2 of the JEDD Contract;

WHEREAS, the District has received a Petition from the fee title owner of the vacant commercially-zoned properties to be included within the JEDD;

WHEREAS, the Petition is attached hereto as Exhibits A and incorporated herein fully as if by reference;

WHEREAS, Revised Code Section 715.72 sets forth the process for adding territory to an existing JEDD;

WHEREAS, the JEDD Board, at its meeting of May 14, 2025, recommended the addition of the petitioned-for area to the District;

WHEREAS, the area proposed for expansion of the JEDD meets the criteria of Revised Code Section 715.72 for acceptance of parcels of land from an expanded area of the JEDD;

WHEREAS, a public hearing was held before the legislative authority of the City on \_\_\_\_\_, 2026, and before the legislative authority of the Township on \_\_\_\_\_, 2026;

WHEREAS, prior to the public hearings, the following documents were made available for public inspection in the office of the Clerk of the legislative authority of the municipal corporation and the office of the Fiscal Officer of the Township:

- A. A signed copy of the original Contract creating the District and the proposed Amendment thereto;
- B. A description of the areas to be included in the District, including a map of sufficient detail to note the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas; and
- C. The economic development plan described in Section 715.72 of the Revised Code;

WHEREAS, prior to the approval of this Amendment, each Contracting Party has delivered a copy of the proposed Amendment to the legislative authority of the County in which the Contracting Party is located.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree that the Contract shall be amended as follows:

- A. That the territory included within the Petition attached hereto as Exhibit A shall become a part of the District.
- B. The effective date of this Amendment shall be \_\_\_\_\_, 2026.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Township and the City have caused this Tenth Amendment to the Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF MONTVILLE

By: \_\_\_\_\_  
Trustee – Chairman

By: \_\_\_\_\_  
Trustee – Vice Chairman

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

CITY OF MEDINA

By: \_\_\_\_\_  
James Shields, Mayor

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Attorney for Montville Township

By: \_\_\_\_\_  
Gregory A. Huber, Law Director  
City of Medina



EXHIBIT A

**PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESSES TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO R.C. 715.72**

The Undersigned represents one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of businesses to be included in the City of Medina-Montville Township Joint Economic Development District ("JEDD"). The Undersigned hereby petitions for the addition of the parcels specified below, and the businesses located on such parcels, to the JEDD.

Further, the Undersigned agrees that all documents required by R.C. 715.72 shall be made available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include a copy of the amendment to the JEDD contract, a description of the area to be added or from the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area

The Undersigned also consents to a public hearing regarding the amendment of the JEDD to include the aforementioned parcels to the JEDD.

**PROPERTY OWNER:**

Lakefront Ohio, LLC

Name of Title Owner



Undersigned  
Signature of Title Owner

6187 Wooster Pike Rd., Medina, OH 44256  
6309 Wooster Pike Rd., Medina, OH 44256  
6327 Wooster Pike Rd., Medina, OH 44256

Property Address

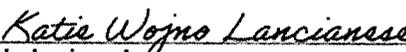
030-11A-15-016, 030-11A-10-017,  
030-11A-15-022, 030-11A-10-010

Parcel Number

**BUSINESS OWNER(S):**

Cobblestone Crossings, LLC

Name of Business Owner



Undersigned  
Signature of Business Owner

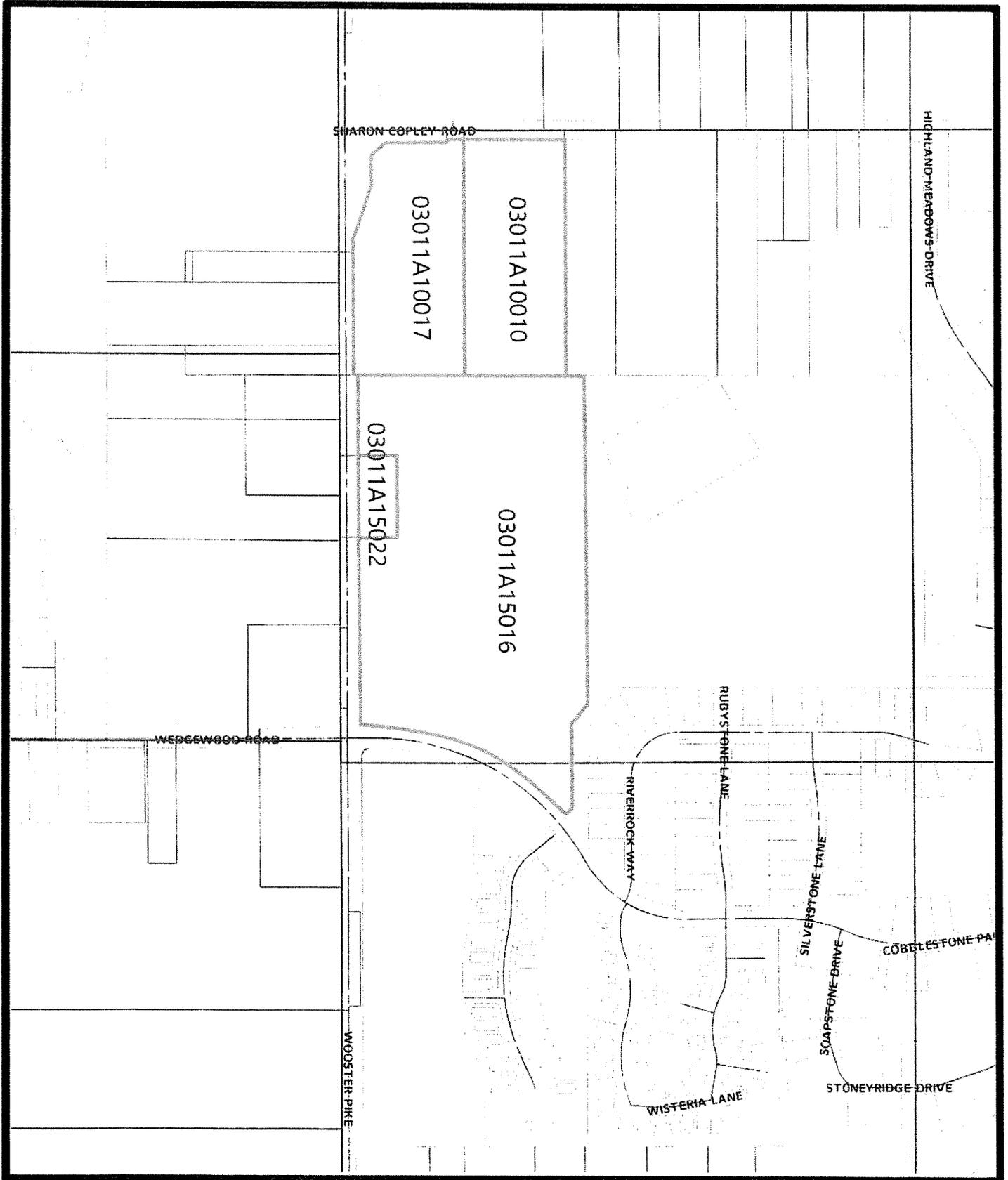
3200 W. Market St., Suite 104  
Akron, OH 44333

Business Address

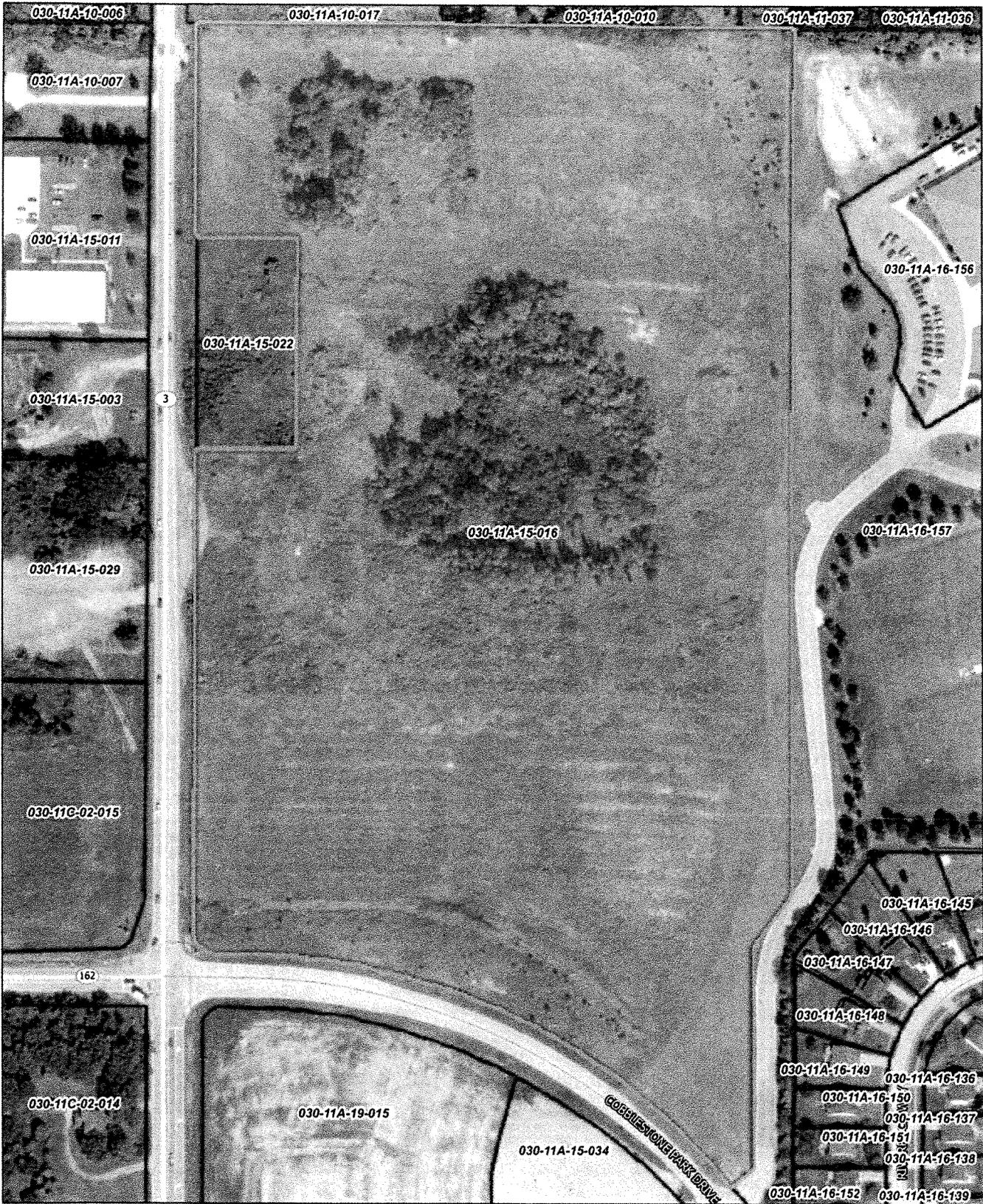
030-11A-15-016, 030-11A-10-017,  
030-11A-15-022, 030-11A-10-010

Parcel Number

# Map



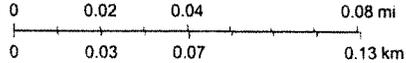
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Parcel Number (Label)  
Data Explorer Parcels  
World\_Hillshade

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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap

# Medina County Auditor GIS



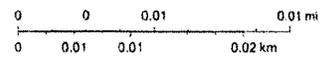
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Parcel Number (Label)

Data Explorer Parcels

World\_Hillshade

1:439



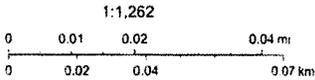
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NIA, Geodatis/Inchen, Raksmets/Stat, GSA, Geotans, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap

# Medina County Auditor GIS



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Parcel Number (Label)  
Data Explorer Parcels  
World\_Hillshade



Sources: Esri, DeLorme, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatasystemen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap

# Medina County Auditor GIS



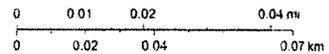
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Parcel Number (Label)

Data Explorer Parcels

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Sources: Esri, DeLorme, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NOAA, Geotitlesystems, Rightstar/Esri, G.A. Grahling, FEMA Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap

### Public Hearing Notice

On January 12, 2026, at 7:30p.m., the Council of the City of Medina, Ohio will hold a public hearing to consider an amendment to the contract establishing and governing the City of Medina-Montville Township Joint Economic Development District to add certain properties to the District. The public hearing will be held at City Hall, 132 North Elmwood Avenue, Medina, Ohio. The public hearing shall allow for public comment and recommendations on the amendment. The following documents are on file for public inspection: (1) a copy of the amendment; and (2) a description of the areas to be added to the district, including a map in sufficient detail to denote the specific boundaries of the areas. These documents may be reviewed in the office of the City Council Clerk at 132 North Elmwood Avenue, Medina, Ohio 44256.



Kathy Patton

RCA 26-020-1/12

**From:** Nino Piccoli  
**Sent:** Thursday, December 25, 2025 4:17 PM  
**To:** Kathy Patton  
**Subject:** Fwd: Electric Aggregation Pricing

*Finance*

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

*Current 7.37  
Exp May 26*

Hi Kath,

When we have time if we could chat about this.

Thanks  
Sent from my iPhone

Begin forwarded message:

**From:** Nino Piccoli <npiccoli@medinaoh.org>  
**Date:** December 22, 2025 at 11:32:33 PM EST  
**To:** Nino Piccoli <npiccoli@medinaoh.org>  
**Subject:** Fw: Electric Aggregation

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**From:** Nino Piccoli <npiccoli@medinaoh.org>  
**Sent:** Saturday, December 20, 2025 4:41:51 PM  
**To:** Nino Piccoli <npiccoli@medinaoh.org>  
**Subject:** Fwd: Electric Aggregation

Sent from my iPhone

Begin forwarded message:

**From:** Benjamin Rich <glebrokers@gmail.com>  
**Date:** December 19, 2025 at 11:50:23 AM EST  
**To:** Nino Piccoli <npiccoli@medinaoh.org>  
**Subject:** Electric Aggregation

Hi, Nino,

I got pricing from Constellation, Dynegy, and Archer Energy to see where we were at. As expected it's in the mid 90's. The best pricing, not surprisingly was Dynegy and that is attached to this email. For all suppliers, the 24M pricing from May 2026 to May 2028 is the best or very close to the best. I would recommend we move forward with the 24M. It seems to be where most other communities are headed as well. We just got auction results for capacity and they came in right around where we expected so I don't anticipate any large changes in pricing over the next two years since most of the pricing has been secured via auction. There will be ebbs and flows in energy as the weather changes, however and mid January through February is generally bad because of an increase in usage based on the colder temperatures. I don't anticipate pricing getting better than this so acting sooner than later is likely in our best interest. Let me know what the next steps are. If you get approval for the 24 M we would need to ask for executable pricing from the three suppliers and then choose whom we'd like to move forward with. At that time they would refresh the pricing and we would need to lock in that day as pricing is usually only good for a business day from the quote.

Let me know your thoughts.

Thank you!

Ben

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Start Term	▼	End Term	▼	Quote P... ↑
6/1/2026		6/1/2027		\$0.09449
6/1/2026		6/1/2028		\$0.09450
6/1/2026		7/1/2028		\$0.09463
6/1/2026		6/1/2029		\$0.09577

**REQUEST FOR COUNCIL ACTION**

**From:** John Coyne, President of Council

**No.** RCA 26-021-1/12

**Date:** January 5, 2026

**Committee:** Special Legislation

**Subject:** **Modify Current Deer Abatement Ordinance**

**Summary and background:**

Discuss modifying current Deer Abatement Ordinance to include a more comprehensive deer management plan which includes: identifying deer migrating habits, eating habits (including providing vegetation in certain areas throughout the City to attract deer to desired locations), deterrents, scare devises that can be used by residents, repellants, and modifying the culling program to include sharpshooters or qualified personnel to cull the heard at specific times. Attached is what I received from ODNR. We will need to work with ODNR to modify the plan, but after my conversations with Geoff Westerfield it seems feasible. I have also included a deer management plan from Shaker Heights for reference. We need to step up our efforts to keep the deer in certain areas and attempt to deter them from crossing streets and damaging yards. We had about 140 deer hit by vehicles in 2025 and around 90 harvested with bow hunting. This current program is not working, and we need to modify it before the deer issues continue to worsen.

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:**

# Deer Management Plan for the City of Medina



December 22, 2021  
Geoff Westerfield, Division of Wildlife

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## Medina Deer Management Goal

To annually assess the impacts of deer in Medina and use that assessment to make management decisions to keep the deer population under cultural carrying capacities so that negative impacts from deer are minimized within the city.

## **Scope and Need for Action**

The biological carrying capacity of a deer is the maximum number of animals that an area's native and cultivated resources can support without degradation to the animal's health and the environment within Medina over an extended period of time. While this is often an important concept to residents in urban environments, it often isn't the driving factor in wanting a deer population to be managed and in most cases the cultural carrying capacity would be exceeded well before the biological carrying capacity was reached. Cultural carrying capacity is the maximum number of deer that the residents of Medina are willing to tolerate. This term is useful when managing deer because it defines when conflicts with deer have exceeded an acceptable level and provides managers with a target for establishing management objectives. This level can be determined by the residents, city council, city administration, or any combination of those. For any given wildlife conflict situation, there will be varying acceptance thresholds by those directly, as well as indirectly, affected. Factors which may influence the cultural carrying capacity include landscape or vegetation impacts, crop or garden damage, threats to public safety such as deer vehicle accidents, presence of deer scat on their property, uneasy feelings having deer close to homes, and personal attitudes and values including the enjoyment of seeing deer in Medina. Therefore, cultural carrying capacity is most often the primary driving factor in a city deciding to initiate deer management.

The Division of Wildlife's goal for Ohio's deer program is to provide a deer population that maximizes recreational opportunity including viewing, photographing, and hunting while minimizing conflicts with agriculture, motor travel, and other areas of human endeavor. This is done in large part by working to address the cultural carrying capacity of hunters, farmers, and the general public. Similarly, the City of Medina should strive to have a deer population but also ensuring that the conflicts are minimized within the municipality.

There are two cultural carrying capacities that Medina will use to manage the deer population: public safety and public attitude. Public safety is most often assessed by determining the need for management based on deer-vehicle accidents within the municipal boundary and goals are determined by the city leaders and administration as to what an acceptable number of accidents are for that municipality. Factors that may dictate this cultural carrying capacity may include, but are not limited to, speed limits throughout the municipality, percentage of types of roadways (ex. highways, residential roads, etc.), non-lethal mitigation techniques (ex. fences, walls, signage, etc.), habitat along roadways, number of roadways in town, etc. Public attitude is most often assessed by a survey of the residents and goals are tied to the results of the survey of the residents. Factors that may dictate this cultural carrying capacity may include, but are not limited to, garden damage, landscape damage, presence of deer scat in yard, comfortability with deer around homes, etc. Medina can determine the best management approach by annually assessing public safety, public attitudes, or both with those responses dictating the appropriate approach to manage the deer population according to cultural carrying capacities.

The Division of Wildlife does not support, nor does this deer management plan suggest, that deer should be eliminated from the city but rather they be reduced to a level where they minimize conflicts, both potential and realized, in Medina while still providing the opportunity for residents to see deer. This will most likely be achieved when deer population levels are at or below cultural carrying capacities.

## **Public Safety Cultural Carrying Capacity**

The main public safety concern often addressed by city leaders is deer-vehicle accidents. While other public safety concerns may be identified such as potential spread of tickborne disease, attacks on residents or pets, and deer entering residential homes or businesses, deer-vehicle accidents is the most prevalent, real, and manageable of those situations when deer populations increase and therefore the most likely to cause public safety concerns, up to and including loss of human life. Identifying the cultural carrying capacity of deer-vehicle accidents will help determine the best course of action to address public safety concerns. Because the city is responsible for managing roadways and ensuring the safety of its residents, it is the city leaders and administration that typically are the ones that will determine the acceptable carrying capacity for the city. Appropriate management options will be determined by collecting data as described within this section and applying it to the Public Safety Cultural Carrying Capacity Decision Making Model found later in this deer management plan.

### **Determining number of deer-vehicle accidents**

It is important to have consistent data from year to year to assess deer-vehicle accidents trends. For the purposes of this management plan, deer-vehicle accidents will be counted when the following has occurred:

- An accident report was filed with the police department
- A caller calls to report hitting a deer, but no report filed
- Police staff dispatch an injured deer presumed to have been hit by a car

While deer-vehicle accidents can be a relatively easy thing to quantify using the above criteria, it doesn't always account for all of the deer that are hit by vehicles on the roadways. Sometimes lower speed limit roadways can contribute to situations where not enough immediate trauma to the deer occurs leading to the deer not dying on scene. Therefore, a fourth criteria will be utilized to better assess the level of deer vehicle accidents in Medina:

- Removal of a deer carcass by city personnel (ex. service department, animal control, etc.) determined to likely be from a deer-vehicle accident

A deer carcass picked up will not be counted if it was already accounted for in the initial three categories or if: 1) the deer is presumed to have died from a sickness (ex. skinny, Epizootic Hemorrhagic Disease, etc.), or 2) when the deer likely died from a non-vehicle related injury (ex. infection, fight with another deer or animal, tooth impaction, etc.) which typically is easily determined by a simple visual assessment of the deer.

The data for deer-vehicle accidents will be summarized monthly by totaling all four of these categories. The Medina administration will ensure that all procedures are in place to consistently record these types of deer-vehicle accidents. This will be accomplished by either a Microsoft Access database utilized by the dispatchers or a Microsoft Excel sheet (Figure 1). Regardless of

the method of recording, only one method of recording will be utilized and consistency of reporting will be maintained.

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Accident - Report Filed												
Accident - No report filed												
Deer Dispatched												
Service Dept Pickup												
Total												
2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Accident - Report Filed												
Accident - No report filed												
Service Dept Pickup												
Total												
2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Accident - Report Filed												
Accident - No report filed												
Deer Dispatched												
Service Dept Pickup												
Total												
2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Accident - Report Filed												
Accident - No report filed												
Deer Dispatched												
Service Dept Pickup												
Total												

Figure 1-Sample deer vehicle accident data sheet

**Locations of deer-vehicle accidents**

The location of the deer for each of type of deer-vehicle accident will be recorded to the closest address possible for where the incident occurred. This location information can be useful to identify areas where, and to what level, lethal deer management is needed within various parts of the municipality. Additionally, this location information can be useful in addressing non-lethal aspects of deer management in Medina which are discussed later in this deer management plan.

**Assessing management techniques**

Because often deer management decisions must be made by September of each year, the city will evaluate the number of deer-vehicle accidents by September 15<sup>th</sup> annually. Unfortunately, the peak of deer-vehicle accidents typically occurs from October through December. However, using statewide data for deer-vehicle accidents from the Ohio State Highway Patrol (Figure 2), the city can easily estimate the expected level of annual deer-vehicle accidents by estimating that the number of deer-vehicle accidents from January through August will account for approximately 48% of the total deer-vehicle accidents.

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
# Deer Vehicle Accidents	7309	5678	5922	5334	7524	6400	4423	3452	4531	13872	20999	10107	95551
% of Total	8%	6%	6%	6%	8%	7%	5%	4%	5%	15%	22%	11%	100%
Cumulative %	8%	14%	20%	25%	33%	40%	45%	48%	53%	67%	89%	100%	

Figure 2-2015-2019 Deer Related Accidents in Ohio; Ohio State Highway Patrol

This expected number of annual deer-vehicle accidents can then be utilized to determine whether deer population reduction or deer population maintenance techniques are required for that fall/winter.

## **Public Attitude Cultural Carrying Capacity**

While assessing the public safety cultural carrying capacity within Medina primarily falls upon the city leaders and administration, the Medina residents are the primary decision makers for the cultural carrying capacity on land not owned or managed by Medina. In general, as issues caused by deer increase, such as landscape damage, public attitude for decreasing a deer population also increases. Therefore, understanding the residents' attitudes towards the deer population will help determine what management techniques should be utilized. Public attitude will be assessed through an annual citizen survey with management techniques determined when the resident attitudes reach an unacceptable level. This level will be determined by Medina council and/or administration. Appropriate management options will be determined by taking data collected within this section and applying it to the Public Attitude Cultural Carrying Capacity Decision Making Model found later in this deer management plan.

### **Conducting an Annual Citizen Survey**

In order to assess the current cultural carrying capacity of the residents and allow the city to determine the appropriate management techniques and, if necessary, the number of deer needing to be removed, an annual citizen survey will be conducted. The survey results will also assist in identifying where deer need to be removed strategically throughout the city based on the respondents' address. The survey will be widely publicized to get as much resident participation as possible and available for residents to take from July 1<sup>st</sup> to August 31<sup>st</sup> each year. Online survey tools (ex. Survey Monkey) will be utilized to the extent possible. In situations where a resident doesn't have access to a computer or needs assistance taking the survey, city staff will assist the resident by inputting their responses for them.

### **Questions for Annual Citizen Survey**

While the survey can be used to gather a variety of information deemed pertinent to the city, the following questions will at a minimum be included in the survey. However, the city will add any additional questions they feel is important to understand various aspects of public attitude cultural carrying capacity in Medina for that year.

1. To identify where deer are causing problems and ensure each property only responds once,
  - a. What is your address, house number and street, in Medina (ex. 1234 Smith St.)
2. The deer population in Medina needs to be: (check only one)
  - a. Decreased
  - b. Kept at the current level
  - c. Increased

# Understanding Population Dynamics

## **Population Index vs. Actual Population**

An initial population estimate is important in being able to determine the number of deer, if any, that need to be removed annually. However, knowing the exact deer population is not necessary for managing deer. A population index is simply a representation of the deer population in the city and should not be confused with the actual deer population. In 2019 the \_\_\_\_\_ conducted a deer survey of Medina and determined the population index to be \_\_\_ deer.

## **Understanding Recruitment Factor**

Often people will want to try to estimate the deer population by doing an initial count then try to determine all factors that would reduce the deer population annually (ex. deer-vehicle accidents, death by old age, disease, emigration, etc.) followed by all factors that would increase the deer population annually (ex. births, immigration, etc.). However, the multitude of factors that affect what the deer population does in Medina is highly variable and dependent on many factors (ex. whether an adjacent city removes deer, changes in fawning potential, habitat, road density, etc.) that in many cases are hard and very labor intensive to quantify. In addition, the effects of those variables will vary from one city to the next. To address this, a simple recruitment factor number can be utilized which takes into account all factors.

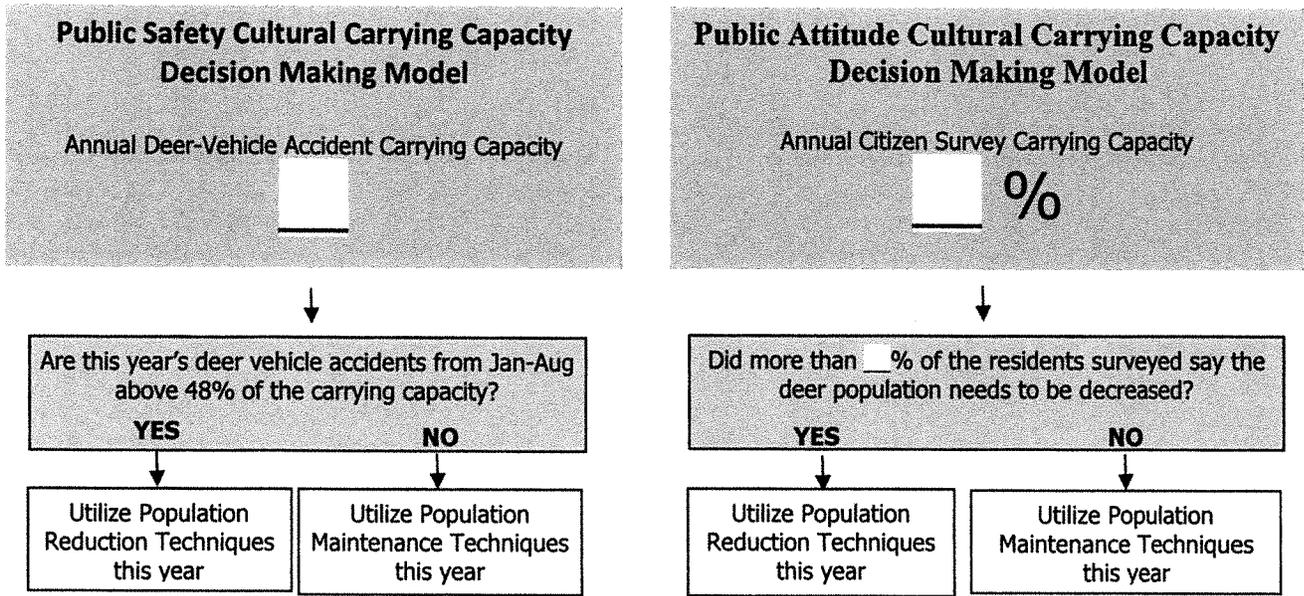
## **Recommended Deer Removals**

Figure 3 is an estimated number of deer removals needed to meet the cultural carrying capacities and get the deer population to a maintenance level. Because this is the first effort for deer management in Medina, a general recruitment factor of 1.3, a similar recruitment factor for other cities at the initial stages of deer management, should be viewed as a “starting point”. As management continues into years two through five, potential deer removals identified in the chart below may need to be adjusted in order to meet the goals for each cultural carrying capacity identified. The adjustments will be made by looking at removal numbers in relation to its effect on the data collected for each cultural carrying capacity. It is expected that after year five, a minimal number of deer will need to be removed annually to maintain the deer population in Medina. However, as noted earlier the needed removals each year will be dictated by the data collected for each cultural carrying capacity.

Management Year	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Estimated Population Index	280	364	395	414	353	295	280
# Deer to be removed	0	60	50	120	85	40	40
Remaining Population Index	280	304	345	294	268	255	240
Recruitment Factor	1.3	1.3	1.2	1.2	1.1	1.1	1.1

Figure 3 – Estimated annual deer removals

# Decision Making Process



## Managing for Both Cultural Carrying Capacities

Managing for both cultural carrying capacities is the preferred approach within Medina; public safety and public attitude. Making management decisions using public safety and public attitude takes into account both of these primary deer related concerns within Medina. The chart below helps in determining the appropriate course of management action when making management decisions based on both of these cultural carrying capacities. Using the Cultural Carrying Capacity Decision Making Models, if either response is “Yes”, meaning that either public safety or public attitude are above cultural carrying capacity, then the appropriate action will be to utilize population reduction techniques for the year. Only when both responses are “No”, meaning both public safety and public attitude is at or below cultural carrying capacity, would the appropriate management action be to only use population maintenance techniques for the year.

		Public Safety	
		Yes	No
Public Attitude	Yes	Population Reduction Techniques	Population Reduction Techniques
	No	Population Reduction Techniques	Population Maintenance Techniques

# **Population Reduction Techniques**

The purpose of the following population reduction techniques are to get the deer population to cultural carrying capacities as quickly as possible. One, or both, of the following techniques may be utilized in order to accomplish that.

## **Widespread targeted deer removal**

The most efficient and quickest way for deer population reduction is through targeted deer removal, sometimes referred to as “sharpshooting”. As of January 2021, eight (8) communities in Cuyahoga County utilize targeted deer removal. When used as a population reduction technique, its use needs to be done widespread throughout Medina on both public and private properties in as many locations as possible. Removals will most likely be done through the use of high-powered rifles over baited areas. Because there are often many logistical issues that must be addressed when this technique is used, some of the following specifics for its use include, but are not limited to, the following:

### ***State Permit Required***

This technique requires the city to annually submit a request for a special permit from the Division of Wildlife.

### ***Sites for Removal***

In order for deer to be efficiently and effectively removed, deer removals may need to be done on both private and public property so potential sites will include both private and public properties. Residents willing to allow removals on their property may submit their names to the city, however whether removals will be done on that property will be dependent on whether the city determines that deer can safely be removed on that site. Efforts to gain permission will be made for any public property not owned/managed by the City of Medina that is determined that deer could be removed safely from that property.

As long as removals can be done safely, any city-owned/managed public properties will be made available.

In addition, the number of sites is dependent on many variables (ex. deer movement, amount of green space, deer population density, etc.). It is important to note that the more sites made available will increase efficiency, flexibility for those killing the deer, and ultimately limit costs for the removals.

### ***Disposition of Deer Removed***

All efforts will be made to receipt any deer removed to a resident. The City of Medina will solicit residents and maintain a list of people that are willing to take possession of any deer removed under management actions within the city. The list should contain the number of names equal to at least 75% of the planned number of deer to be removed. However, if there are not enough residents willing to accept a deer, the city will accept the names of non-residents to be on the list. The city may also utilize food donation programs, if needed, to ensure that the meat from deer removed does not go to waste.

### ***Data Collection of Deer Removed***

The City of Medina will collect at a minimum the following information for each deer removed as part of any targeted deer removal:

- Age of the deer in the following categories; ½ year old, 1 ½ year old, 2 ½-3 ½ year old, and 4 ½ and older
- Sex of each deer
- Name of the person who was receipted each deer
- Location of each deer

This information, and any additional information requested on the permit from the Division of Wildlife, will be submitted as stipulated on the permit. However, the city may collect additional information for each deer as it deems necessary.

### ***Budget Planning***

The quicker the city gets the deer population to a maintenance level, the cheaper the overall cost of the deer management program. Using the recommended deer removal numbers described in the Population Dynamics section will allow the city to allocate and plan for required expenses associated with this technique. While the number of deer removed goes down over time, the cost per deer will typically increase slightly each year as deer population decreases and more effort per deer is required. For that reason, the city will obtain a quote for the first year of operations and then utilize that quote for budgeting purposes for all five years of the operations. If actual expenditures for years one through three are substantially lower than the quoted amount, the city may be able to reduce the budgeted amount for years four and five.

If food donation programs are used the city will need to budget additional funds to cover the deer processing costs and determine any additional logistics regarding delivering the deer with the cooperating deer processor.

### ***Archery Hunting***

An effective way to minimize costs for deer population reduction is by incorporating archery hunting as an additional management tool to targeted deer removals. As of January 2021, seventy-one (71) communities in Ohio, twenty-one (21) of which are in Cuyahoga County, allow archery hunting. The amount of hunting occurring in the city will dictate its effect as a population reduction technique. However, done in conjunction with widespread targeted deer removals it can help reduce costs associated with those removals.

### ***State Permit Required***

There are not state permits required to allow archery hunting. However, hunters are required to follow all State of Ohio regulations pertaining to hunting.

### ***Sites for Removal***

An application for a city-issued permit to allow hunting will be made available to residents wishing to apply. Permits will only be issued once the city is satisfied that the location(s) submitted in the application can be hunted in a safe manner. Hunters will be required to follow a strict set of rules outlined on the hunting permit and must abide by all State of Ohio Division of Wildlife regulations.

### ***Disposition of Deer Removed***

In most situations the hunter, or property owner, will keep the deer for human consumption. Because of this the city will not have any need for dealing with the disposition of deer removed. If requested by the hunter or property owner, the city will make attempts to help identify any residents that may be interested in a deer killed that the hunter or property owner won't use. However, the hunters are also encouraged to utilize venison donation program or local charities as needed.

### ***Data Collection of Deer Removed***

Each hunter will be required to notify the city of each deer removed as outlined in the city deer hunting permit so that the city can track the usage of the permits in Medina. It will also allow the city to be able to assess its impact on the overall deer population.

### ***Budget Planning***

Because the hunter and property owner bear all the operational costs of this technique, the only costs associated with this technique are in staff time to assess properties listed on applications. As needed, the city may include an application fee to offset any planned costs for these assessments.

# **Population Maintenance Techniques**

The following techniques may be utilized in order to maintain a deer population at, or below, cultural carrying capacities.

## **Archery Hunting**

All of the same logistics apply to archery hunting as a population maintenance technique as when it is utilized as a population reduction technique (see Population Reduction Techniques section).

## **Isolated Targeted Deer Removals**

While the goal of widespread targeted deer removals is to quickly reduce a deer population because the deer population is over cultural carrying capacities, isolated targeted deer removal will be utilized when either:

- 1) the use of other population maintenance techniques are not able to be utilized, or
- 2) the use of the other population maintenance techniques are not adequately addressing the deer population in a particular area of the city.

When targeted deer removals is utilized as a population maintenance technique, some of the logistics differ from its use as a population reduction technique:

### ***State Permit Required***

This technique requires the city to annually submit a request for a special permit from the Division of Wildlife.

### ***Sites for Removal***

Specific sites for isolated targeted deer removals will be determined based on areas where deer densities remain elevated. While widespread targeted deer removals require as many sites as possible, isolated targeted deer removals will only consist of four or less sites throughout the city. These sites will be public or private property where use of other population reduction techniques is not feasible either due to safety concerns or other logistical issues.

### ***Disposition of Deer Removed***

Same as when used as a population reduction technique (see Population Reduction Techniques section)

### ***Data Collection of Deer Removed***

Same as when used as a population reduction technique (see Population Reduction Techniques section)

### ***Budget Planning***

The number of deer needing removed will be limited since it is a population maintenance technique. Because of this, the overall costs, when compared to widespread targeted deer removal, will be less. However, the cost per deer will be expected to be higher than the cost per deer when removed as part of widespread targeted deer removals.

## **Fertility Control**

Research is constantly being done to evaluate the effectiveness of the fertility control and its' use as a feasible management tool in an urban setting such as Medina. Fertility control is likely most effective once the deer population in Medina is below the cultural carrying capacities. It is important to understand that it is unlikely that any fertility control could be utilized as a stand-alone population maintenance technique and will likely need to be used in conjunction with other population maintenance techniques. This is especially true when deer can immigrate in from adjacent communities/areas. Medina does not have any hard barriers (ex. fences, walls, etc.) to restrict deer movements, so it is expected that deer are immigrating into Medina annually at some level. The amount of immigration can be variable and can vary from one year to the next. Factors such as food availability, both human-influenced and natural, as well as the deer management techniques used in adjacent communities/areas will likely influence the amount of immigration.

### ***State Permit Required***

Currently all deer fertility operations in Ohio require a Scientific Collecting Permit from the Ohio Division of Wildlife and are considered for research purposes only.

### ***Evaluation of Feasibility***

That evaluation of a feasible fertility control option should consider if all the following conditions are met before further evaluating if the fertility control is to be considered for use:

1. There is minimal immigration/emigration of the deer.
2. The use of the fertility control is accepted by the majority of the residents.
3. The city can allocate the finances needed to do the fertility control.
4. The fertility control is federally approved for application to free-ranging deer populations.
5. The fertility control will provide multiyear (5+ years) efficacy.
6. The fertility control leaves no residue in the meat (i.e., meat derived from treated animals should be safe for human consumption according to applicable regulatory agencies, and safe for consumption by other animals).
7. The fertility control will have limited behavioral and physical impacts on the deer, both those treated and untreated.

Once all the conditions above are met and it is determined that fertility control is a feasible option, the City of Medina would be able to propose a research project proposal to the Ohio Division of Wildlife.

### ***Budget Planning***

If the research proposal is approved, the city will set funds aside annually within the municipal budget for the fertility control. It should be expected that the costs for the first few years may be high. After the majority of deer (likely 90% or greater) are rendered infertile, the city will need to still budget annually, in perpetuity, for maintenance costs associated with addressing any deer that immigrate into the city.

## **Deer Damage Permits**

The goal of a Division of Wildlife deer damage permit is to target specific deer causing specific damage at the time of the year when the damage is occurring. In Medina, this damage is often to landscaping during the summer months when archery hunting is not an option to the property owner. However, these permits do not supersede any city laws, ordinances, or rules. Therefore, any property owner receiving a deer damage permit from the Division of Wildlife will be required to fill out a City of Medina application for archery hunting and all follow all the same rules that would apply to someone archery hunting in the city.

### ***State Permit Required***

Deer damage permits are issued by the Division of Wildlife to a specific property owner. Those wishing to apply for a permit can do so on the Division of Wildlife website.

### ***Sites for Removal***

Once the resident has obtained a permit from the Division of Wildlife, they must apply for a city-issued permit for hunting. Permits will only be issued once the city is satisfied that the location(s) submitted in the application can be hunted in a safe manner. Hunters will be required to follow a strict set of rules outlined on the hunting permit and must abide by any additional stipulations outlined on the Division of Wildlife Deer Damage Control Permit.

### ***Disposition of Deer Removed***

In most situations the hunter, or property owner, will keep the deer for human consumption. Because of this the city will not have any need for dealing with the disposition of deer removed. If requested by the hunter or property owner, the city will make attempts to help identify any residents that may be interested in a deer killed that the hunter or property owner won't use. However, the hunters are also encouraged to utilize venison donation program or local charities as needed.

### ***Data Collection of Deer Removed***

Each hunter will be required to notify the city of each deer removed as outlined in the city deer hunting permit so that the city can track the usage of the permits in Medina. It will also allow the city to be able to assess its impact on the overall deer population.

### ***Budget Planning***

Because the hunter and property owner bear all the operational costs of this technique, the only costs associated with this technique are in staff time to assess properties listed on applications. As needed, the city may include an application fee to offset any planned costs for these assessments.

# **Non-lethal Management Techniques**

Any successful deer management program will incorporate non-lethal management techniques. There are various techniques that will be utilized, both addressing the public safety cultural carrying capacity and the public attitude cultural carrying capacity.

## **Public Safety**

### ***Deer Crossing signage***

Deer movement within a municipality can vary over time due to things such as increased urban development, changes in green space, food availability (both natural and human-based), changes in roadway conditions (ex. speed limit, number of lanes, roadside barriers), etc.

The location of the deer for each of type of deer-vehicle accident in conjunction with an assessment of current habitat conditions in the city can help dictate appropriate deer crossing signage within the municipality. It can also help identify areas where:

- New deer crossing signage is needed
- Current deer crossing signage is no longer needed
- New barriers (fence, sound barrier walls, etc.) need installed
- Maintenance of current barriers is required
- Roadside vegetation along the roadway needs managed

Prior to January 2023, the Division of Wildlife will do an assessment of deer crossing sign locations to determine probable deer crossing areas based on habitat within the city. The City of Medina will provide a map of the current locations of the deer crossing signs in Medina to the Division of Wildlife by January 2022.

### ***Communication to residents***

As noted in Figure 1 earlier in this deer management plan, November is the peak of deer-vehicle accidents in Ohio. As such, each October the city will do public outreach to remind residents to be mindful of deer crossing the roads in Medina. As needed, the city may request assistance with developing the best content to be communicated to the residents.

## **Public Attitude**

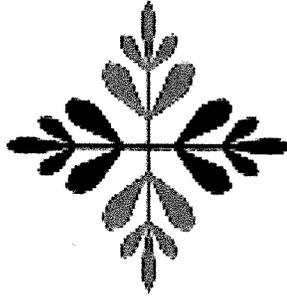
### ***Education for Damage Mitigation***

While many online resources are available to educate residents on ways to mitigate deer damage on their property, it can be time consuming for the resident to locate accurate information. In addition, some information online may not be factual or pertinent to areas like Medina. The city will work with the Division of Wildlife to provide content on the city's website on some best management practices for ways residents can mitigate and minimize damage on their property.

### ***Workshops***

As needed, the city will request assistance from the Division of Wildlife for workshops regarding ways the residents can deal with deer issues on their property. The Division of Wildlife, to the extent possible, will fulfill these requests.

# Deer Management Plan for the City of Shaker Heights



## SHAKER HEIGHTS

Updated: September 9, 2025  
Prepared by Geoff Westerfield, Division of Wildlife

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### Shaker Heights Deer Management Goal

To annually assess the impacts of deer in Shaker Heights and use that assessment to make management decisions to keep the deer population under cultural carrying capacities so that negative impacts from deer are minimized within the city.

## **Scope and Need for Action**

The biological carrying capacity of a deer is the maximum number of animals that an area's native and cultivated resources can support without degradation to the animal's health and the environment within Shaker Heights over an extended period. While this is often an important concept to residents in urban environments, it often isn't the driving factor in wanting a deer population to be managed and in most cases the cultural carrying capacity would be exceeded well before the biological carrying capacity was reached. Cultural carrying capacity is the maximum number of deer that the residents and leadership of Shaker Heights are willing to tolerate. This term is useful when managing deer because it defines when conflicts with deer have exceeded an acceptable level and provides managers with a target for establishing management objectives. Therefore, cultural carrying capacity is most often the primary driving factor in any city deciding to manage the deer within their municipal boundary.

The Division of Wildlife's goal for Ohio's deer program is to provide a deer population that maximizes recreational opportunity including viewing, photographing, and hunting while minimizing conflicts with agriculture, motor travel, and other areas of human endeavor. This is done in large part by working to address the cultural carrying capacity of hunters, farmers, and the public. Similarly, the City of Shaker Heights should strive to have a deer population while ensuring that the conflicts are minimized within the municipality.

There are two cultural carrying capacity assessments that Shaker Heights will use to manage the deer population: public safety and public attitude. Public safety is most often assessed by determining the need for management based on deer-vehicle accidents and/or service department pickups of deer within the municipal boundary and goals are determined by the city leaders and administration as to what an acceptable number of accidents and pickups are for their municipality. Factors that may dictate this cultural carrying capacity may include, but are not limited to, speed limits throughout the municipality, percentage of types of roadways (ex. highways, residential roads, etc.), non-lethal mitigation techniques (ex. fences, walls, signage, etc.), habitat along roadways, number of roadways in town, amount of time city personnel spend dealing with deer (ex. % required staff time to pick up deer, police staff being pulled from other duties to deal with deer-vehicle accidents, etc), etc. Public attitude is most often assessed by a survey of the residents and goals are tied to the results of a survey of the residents. Factors that may dictate this cultural carrying capacity may include, but are not limited to, garden damage, landscape damage, presence of deer scat in yard, comfortability with deer around homes, personal attitudes and values including the enjoyment of seeing deer in Shaker Heights, etc. Shaker Heights can determine the best management approach by annually assessing public safety and public attitudes with those responses helping the city research the level and type of deer management utilized in relation to the cultural carrying capacities.

The Division of Wildlife does not support, nor does this Deer Management Plan suggest, that deer should be eliminated from the city but rather they be reduced to a level where they minimize conflicts, both potential and realized, in Shaker Heights while still providing the opportunity for residents to see deer. This will most likely be achieved when deer population levels are at or below cultural carrying capacities.

# Assessing Cultural Carrying Capacity Levels

## Public Safety Cultural Carrying Capacity

The main public safety concern often addressed by city leaders is deer-vehicle accidents. While other public safety concerns may be identified such as potential spread of tickborne disease, attacks on residents or pets, and deer entering residential homes or businesses, deer-vehicle accident data is the most prevalent, real, and manageable of those situations when deer populations increase and therefore the most likely to cause public safety concerns, up to and including loss of human life. The cultural carrying capacity of deer-vehicle accidents will help determine the best course of action to address public safety concerns. Because the city is responsible for managing roadways and ensuring the safety of its residents, it is the city leaders and administration that are the ones that will determine the acceptable carrying capacity for the city. Appropriate management options will be determined by collecting data as described within this section and applying it to the Deer Management Decision Making Process found later in this Deer Management Plan.

### *Public Safety Data Collection*

The police department will ensure that they can easily collect data for situations where their staff address deer-vehicle accidents. This data will be collected in a consistent manner each year. While deer-vehicle accidents can be a relatively easy thing to quantify, it doesn't always account for all of the deer that are hit by vehicles on the roadways. Lower speed limit roadways can contribute to situations where not enough immediate trauma occurs to the deer leading to the deer not dying on scene. However, also collecting data of deer that the service department can help account for those deer situations where they don't die at the scene of the accident. In many cases the service department pickups can be a more reliable assessment of deer-vehicle accidents especially when a community doesn't see a large number of deer-vehicle accident reports annually. For the purposes of deer management decision making in Shaker Heights, public safety data that will be collected are:

- Police Department Data – Includes number of deer-vehicle accident reports filed with the police department and any deer dispatched by police staff that were presumed to have been likely from a deer-vehicle accident
- Service Department Data – Includes number of deer carcasses removed by city personnel (ex. service department, animal control, etc.) that were presumed to have been likely from a deer-vehicle accident

In addition, the location for each of the data types collected listed above will be recorded to the closest address possible. This location information can be useful to identify areas where, and to what level, lethal deer management is needed within various parts of the

Calendar Year	Deer-Vehicle Accidents (Jan-Dec)	# Service Dept Pickups (Jan-Dec)
2016	5	29
2017	3	33
2018	2	29
2019	7	41
2020	2	28
2021	3	16
2022	8	31
2023	2	32
2024	4	31

municipality. Additionally, this location information can be useful in addressing non-lethal aspects of deer management in Shaker Heights which are discussed later in this Deer Management Plan.

***Projecting annual total deer-vehicle accident data***

Because often deer management decisions must be made by September of each year, Shaker Heights will evaluate the number of deer-vehicle accidents by September 15<sup>th</sup> annually. Unfortunately, the peak of deer-vehicle accidents typically occurs from October through December. However, using statewide data for deer-vehicle accidents from the Ohio State Highway Patrol (see table below), the municipality can easily estimate the expected level of annual deer-vehicle accidents by estimating that the number of deer-vehicle accidents from January through August will account for approximately 48% of the total deer-vehicle accidents. Being able to estimate the total number of deer-vehicle accidents will help in establishing a goal for the tolerable number of deer-vehicle accidents as well as helping to determine the appropriate level of deer management that is needed for that year. In addition, looking at the number of public safety cultural carrying capacity data year-to-date compared to the previous years can also help inform appropriate level of deer management needed.

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
# Deer Vehicle Accidents	7309	5678	5922	5334	7524	6400	4423	3452	4531	13872	20999	10107	95551
% of Total	8%	6%	6%	6%	8%	7%	5%	4%	5%	15%	22%	11%	100%
Cumulative %	8%	14%	20%	25%	33%	40%	45%	48%	53%	67%	89%	100%	

**Public Attitude Cultural Carrying Capacity**

The Shaker Heights residents will be critical in determining an important cultural carrying capacity level consideration regarding deer in the municipality. In general, as issues caused by deer increase, such as landscape damage, public attitude for decreasing a deer population also increases. Therefore, understanding the level to which residents’ are experiencing issues related to deer will help guide the deer management decision making process. Public attitude will be assessed by obtaining information from the citizens of Shaker Heights through an annual citizen survey. The responses to that survey will help the city council and/or leadership establish a goal for what percent of residents would like to see fewer deer in the municipality as well as helping to determine the appropriate level of deer management that is needed for that year.

***Public Attitude Data Collection***

Shaker Heights has been surveying its residents since 2017 and will continue to conduct an annual survey of the residents to help make informed deer management decisions. The survey results will also assist in identifying areas of the municipality where deer conflict issues exist. Ensuring that to the extent possible the residents that have deer issues are heard, the survey will be widely publicized to the residents to get as much resident participation as possible. When needed, some additional questions may be also asked on the survey to help understand other impacts of deer within the municipality.

Calendar Year	% Who Responded “decreased” on Survey
2017	75%
2018	66%
2019	71%
2020	65%
2021	63%
2022	68%
2023	76%
2024	76%
2025	71%

# Assessing Deer Populations in Shaker Heights

## Population Index vs. Actual Population

Knowing the actual deer population is not necessary for managing deer and instead utilizing a population index is all that is needed to assess the changes in the deer population and help guide making deer management decisions. This population index is simply a representation of the deer population in the city and should not be confused with the actual deer population. The use of deer count surveys can help determine a deer population index number as well as help assess deer population index modeling that is used to make deer management decisions. In 2014, Shaker Heights conducted an aerial infrared survey of the deer in conjunction with seven other communities in their area (Pepper Pike, Mayfield Hts, Lyndhurst, University Hts, Beachwood, South Euclid, and Cleveland Hts). On this survey 57-60 deer were observed within the boundaries of Shaker Heights. While this survey result likely doesn't include all deer in the city at that time, the number helps create a starting point for doing deer population/management modeling.

LOCATION	Acres	DEER						
		Inside/Possible			// Outside/Possible			
Pepper Pike	4595	265	/	4	//	37	/	0
Mayfield Heights	2675	43	/	0	//	43	/	5
Lyndhurst	2838	41	/	3	//	10	/	0
University Heights	1168	26	/	4	//	0	/	0
Shaker Heights	4055	57	/	3	//	14	/	0
Beachwood	3357	157	/	4	//	42	/	0
South Euclid	2980	56	/	1	//	20	/	4
Cleveland Heights	5169	48	/	0	//	28	/	1
<b>Totals</b>	<b>26,837</b>	<b>693</b>	<b>/</b>	<b>19</b>	<b>//</b>	<b>194</b>	<b>/</b>	<b>10</b>

At least one deer population survey will be completed at least once every five years. Deer population surveys will also help the Shaker Heights further research how deer management decisions made have an impact on the cultural carrying capacities in Shaker Heights and will help guide future deer management decisions.

## Determining the Recruitment Factor

Recruitment of deer into Shaker Heights can occur due to many factors. Often people will want to try to estimate this recruitment by doing an initial count then try to determine all factors that would reduce the deer population annually (ex. deer-vehicle accidents, death by old age, disease, emigration, etc.) followed by all factors that would increase the deer population annually (ex. births, immigration, etc.) with the hopes that they can do simple math to determine what the deer population will be in future years. However, the multitude of factors that affect what the deer population does in Shaker Heights is highly variable and dependent on many factors (ex. whether an adjacent city removes deer, changes in fawning potential, habitat, road density, etc.) that in many cases are hard, sometimes impossible, to assess and can be very labor intensive to quantify. In addition, the effects of those variables will vary from one city to the next and can have annual fluctuations for a variety of reasons.

To address this, a simple recruitment factor number can be utilized which considers all factors. Current deer population index modeling seems to suggest the recruitment factor for Shaker Heights has been the typical 1.3 seen in other communities. Inclusion of sterilization, focusing it in areas where targeted deer removal has limitations to it being used, should allow the

recruitment factor to be reduced. Using other examples of the use of sterilization as a guide to evaluate what a possible reduction in the recruitment factor will be for Shaker Heights, a recruitment factor of 1.06 was incorporated into the model starting with the 2026-2027 season.

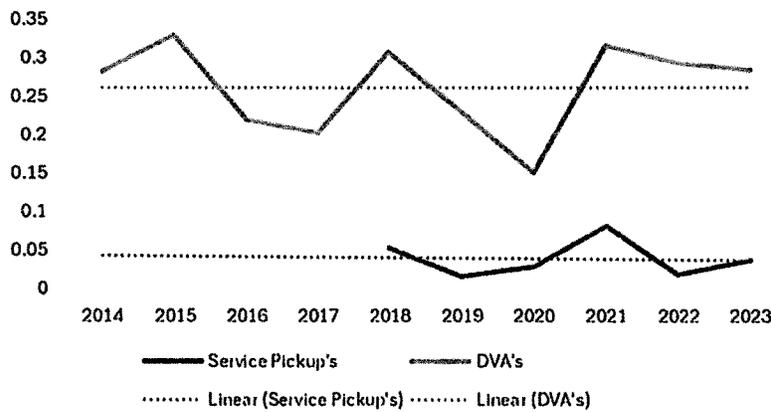
As deer management continues in Shaker Heights, and in other areas around Shaker Heights, the recruitment factor may adjust over time. Population surveys and continuing to collect data such as service pickups and citizen survey results can help to adjust that recruitment factor over time.

### Deer Population Index Modeling

Using deer population survey data along with the recruitment factor allows for creation of a deer population index model. This helps guide the level of deer management and expected impacts to the deer herd in the municipality. While modeling can be refined over time with additional years of data (ex. cultural carrying capacity data, deer population surveys, etc.) collected, below is what the current modeling for Shaker Heights looks like.

Data Year	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Recruitment factor
Citizen survey/Results				72%	65%	71%	65%	63%	65%	70%	65%					1.3 pre-sterilization
DVA						7	2	3	8	2	4					1.06 post-sterilization
Service Pickup	25	32	33	29	29	41	23	18	31	32	21					
Population Index	66	86	115	149	147	133	121	105	97	108	109	110	91	81	70	
Culled				40	43	40	40	30	14	25	24	24	15	15	15	
Sterilization												20	20			
Remain Population Index	66	86	115	109	102	93	81	75	83	83	85	66	76	66	55	
DVA relation to Index #						5.3%	1.7%	2.9%	8.2%	1.8%	3.7%					
Pickup relation to Index #		28.3%	33.1%	22.1%	20.4%	30.9%	23.2%	15.2%	31.6%	29.5%	24.6%					

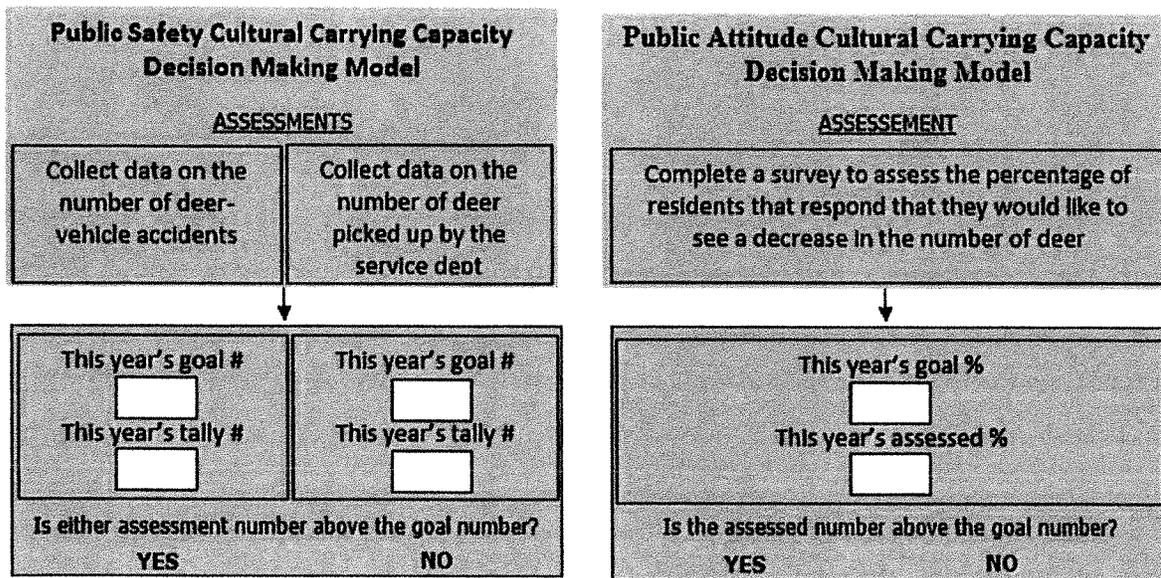
Shaker Heights Relational Data



# Deer Management Decision Making Process

## Determining the level of deer management necessary each year

Managing for both cultural carrying capacities is the preferred approach within Shaker Heights, public safety and public attitude. Making management decisions using public safety and public attitude allows management of deer for issues identified within Shaker Heights. The charts noted here help in determining the appropriate course of management action when making management decisions utilizing cultural carrying capacity goals and assessments. If either response is "Yes", meaning that either public safety or public attitude, are above cultural carrying capacity then the appropriate action will be to manage for population reduction for the year. Only when both responses are "No", meaning both public safety and public attitude are at, or below, cultural carrying capacity goals would the appropriate management action be to manage for deer population maintenance for the year. Seldom is it appropriate to take no management action for a year as doing so will result in deer population growth relative to the recruitment factor noted in the previous section.



## Public Safety

		Yes	No
Public Attitude	Yes	Population Reduction	Population Reduction
	No	Population Reduction	Population Maintenance

By researching how deer management decisions affect public safety and public attitude data, it can help guide the level of annual deer management necessary to meet the deer management goal stated in this Deer Management Plan. When the response to either of the cultural carrying capacity questions above is “Yes”, then the number of deer needing to be managed needs to be at a level where the population index will be reduced for the following year. For instance, below in scenario1 you can see that in the 2017-2018 management season that removal of 40 deer is expected to result in a reduction of the deer population index number for the 2018-2019 season. However, in scenario2 if only 30 deer are removed, the model suggests that the deer population would likely increase despite the 30 deer being removed.

Scenario 1

	2017-2018	2018-2019
Data Year	2017	2018
Citizen survey Results	75%	66%
DVA		
service Pickup	33	29
Population Index	149	142
Culled	40	
Sterilization		
Remain Population In	109	

(149-40=109, 109\*1.3=142)

Scenario 2

	2017-2018	2018-2019
Data Year	2017	2018
Citizen survey Results	75%	66%
DVA		
service Pickup	33	29
Population Index	149	155
Culled	30	
Sterilization		
Remain Population In	119	

(149-30=119, 119\*1.3=155)

Through this modeling, Shaker Heights can assess how removal of different numbers of deer will affect the projected number of deer that will need to be managed in future years. In general, fewer deer result in fewer citizen complaints and deer being hit by cars. Therefore, the level of desired management is dictated by the amount of reduction in the cultural carrying capacity data the city and citizens would like to see. The more reduction desired, the more deer that will need to be managed in a particular year.

If the response to both of cultural carrying capacity questions is “No” when determined when completing the annual deer management decision making process, then the number of deer managed will be chosen where the projected population index number for the next management season is expected remain the same as that year.

Each year, Shaker Heights will request issuance of a Division of Wildlife Deer Damage Control Permit using this deer management decision making process. The request will suggest the number of deer they would like to manage for both targeted deer removal and surgical sterilization. The Division of Wildlife ultimately has authority to determine the number of deer, and by which management technique, that will be permitted to be managed. After deer management is completed for the year, the city will submit a report to the Division of Wildlife summarizing that year’s deer management activities. This report will include any additional information as required on the Deer Damage Control Permit.

# **Deer Management Techniques Chosen**

After receiving technical assistance from the Division of Wildlife and consideration of all available deer management techniques, both lethal and non-lethal, the following are the techniques Shaker Heights has chosen to use.

## **Targeted deer removal**

It has been demonstrated by other municipalities in Ohio that the most efficient and quickest way for deer population reduction is through targeted deer removal, sometimes referred to as “sharpshooting”. As of August 2025, thirteen (13) communities in Cuyahoga County, including Shaker Heights, have utilized targeted deer removal for deer management to some extent. While all areas of the city are not feasible to utilize targeted deer removal, it has been utilized in various parts of Shaker Heights successfully since January 2017. Removals are done primarily using high-powered rifles over baited areas. Because there are often many logistical issues that must be addressed when this technique is used, some of the following specifics for its use include, but are not limited to, the following:

### ***Sites for Removal***

Targeted deer removals will occur throughout the entire city to the extent possible. In order for deer to be efficiently and effectively removed, deer removals will need to be done on both private and public property. For this reason, potential sites for removal will include both private and public properties to the extent possible. Residents willing to allow removals on their property may submit their names to the city, however whether removals will be done on that property will be dependent on whether the city determines that deer can safely be removed on that site. Additional sites may also be identified using the annual public attitude survey for the city. Efforts to gain permission will be made for any public property not owned/managed by the City of Shaker Heights that is determined that deer could be removed safely from that property.

If removals can be done safely, city-owned/managed public properties may be made available.

In addition, the number of sites required is dependent on many variables (ex. deer movement, amount of green space, deer population density, etc.). It is important to note that the more sites made available will increase efficiency, flexibility for those killing the deer, and ultimately limit costs for the removals.

### ***Disposition of Deer Removed***

For any deer removed as part of targeted deer removal, the city may utilize one, or both, of the following options:

- 1) Deer may be processed and donated to a food donation program (ex. Cleveland Food Bank, church etc.).
- 2) Deer may be receipted to a person rather than sending the deer to be processed. Doing this will help limit the overall cost for deer management by reducing staff time for delivery of the deer to the processor, delivering meat to a food bank, and eliminating the cost for the deer to be processed. The City of Shaker Heights would solicit and maintain a list of people that are willing to take possession of any deer shot through targeted deer removal.

### ***Data Collection of Deer Removed***

The City of Shaker Heights may be required to collect information for each deer removed as part of a permit from the Division of Wildlife for targeted deer removal. Some common forms of data collected may include the following:

- Age of the deer in the following categories: ½ year old, 1 ½ year old, 2 ½-3 ½ year old, and 4 ½ and older
- Sex of each deer
- Name of the person who was receipted each deer

This information, and any additional information requested on the permit from the Division of Wildlife, will be collected as stipulated on the permit. However, if deemed necessary the city may collect additional information (ex. weights) for each deer.

### ***Budget Planning***

Because targeted deer removal has shown to be more cost-effective per deer managed, the use of it will be done to the largest extent possible. The city will utilize previous years costs for targeted deer removal operations to help make annual appropriations for the planned number of deer managed with targeted deer removal. As noted earlier, even if the deer management decision making process identifies the need to maintain the deer population at the current level (i.e. “No to both assessments of cultural carrying capacities), limited annual removals are likely required. Because of this, the city will need to ensure funding for targeted deer removals will be secured annually. Where and when possible, the city will identify opportunities to limit overall costs of targeted deer removals.

### **Surgical Sterilization via Ovaricectomies**

Prior research in South Euclid has shown that fertility control using surgical sterilization via ovariectomies of female deer, when done in conjunction with lethal deer control, can be effective in reducing a deer population. While some research has looked at fertility control on males, it has not shown to be an effective method to control deer populations and therefore management of female deer is the more effective management technique.

It is important to understand that it is unlikely that any fertility control technique utilized as a stand-alone deer management technique will be adequate to meet cultural carrying capacities. This is especially true when deer can immigrate in from adjacent communities/areas. Shaker Heights does not have any hard barriers (ex. fences, walls, etc.) to restrict deer movements, so it is expected that deer are immigrating into Shaker Heights annually at some level. The amount of immigration can be variable and can vary from one year to the next. Factors such as food availability, both human-influenced and natural, as well as the deer management techniques used in adjacent communities/areas will likely influence the amount of immigration. Further, adjacent communities that do not manage deer will also influence the amount of immigration into the city.

It should be noted that a deer managed with surgical sterilization in Shaker Heights does not preclude that deer from being managed in another deer management program. Further, at times if the city is above either, or both, cultural carrying capacities goals some of the deer previously controlled with surgical sterilization may need to be removed using targeted deer removal.

### ***Protocol***

Because surgical sterilization is an invasive procedure on the deer and it will be released back onto the landscape, strict protocols will be followed. Any deviations from this protocol will require prior approval from the Division of Wildlife before being utilized.

Female deer of all age classes will be captured using remote immobilization (darting) equipment from a vehicle. Each dart will administer drugs which are commonly used for whitetail deer. Once a dart is deployed, the deer will be located via radio-telemetry or through direct observation. Deer will be captured in early winter to minimize difficulties of performing the sterilization procedure later in gestation. As needed, a police officer will accompany the capture professionals. Once deer are located, masks will be placed over the eyes and ophthalmic ointment will be applied to prevent ocular desiccation. Deer then will be transported to a designated area for surgical sterilization.

All immobilized deer, including male deer inadvertently immobilized, will be fitted with extra-large DuFlex®, or similar, livestock ear tags, one in each ear, clearly labeled with the following:

- “Call Before Consumption – 330-245-3027”,
- A unique identification number(s) corresponding to the individual animal,
- “City of Shaker Heights”.

All surgical sterilizations will be performed by Ohio-licensed veterinarians to ensure compliance with state regulations and the highest standards of animal care. After capture, all female deer will be premedicated intramuscularly or intravenously for the control of pain, as well as given a long-acting antibiotic, also intramuscularly, for the prophylactic prevention of infection. To maintain anesthesia, supplemental doses of immobilization drugs may be given intravenously, as needed. Routine prepubic ventral midline laparotomy will be used to expose the uterine horns and ovaries to perform a bilateral ovariectomy. Ovarian isolation will be achieved via clamping and gentle traction, while hemorrhage control and ovarian excision will be achieved via thermal vessel sealing and/or electrocautery. In select cases the ovarian artery will be ligated with 0 PDS suture or a titanium hemostatic clip. Routine three-layer closure of the abdomen will be performed to complete the procedure. This will include simple interrupted or simple continuous closure patterns of the linea alba using appropriately-sized absorbable suture, followed by closure of the subcutaneous layer utilizing either running a Cushing or simple continuous suture patterns with appropriately-sized absorbable suture. Finally, the skin will be closed using 35W skin staples of number and spacing appropriate for complete appositional closure of the surgical incision.

All deer will be released proximate to the capture location, in areas with the lowest likelihood of human disturbance during recovery. A reversal agent appropriate for the immobilization drugs utilized for that deer will be given. Each deer will be monitored during recovery until they are ambulatory.

### ***Sites for Capturing Deer***

Surgical sterilization will occur from public roadways and private roadways/properties where permission has been granted throughout the entire city. Just as with targeted deer

removals, the more sites made available will increase efficiency, flexibility for capturing the deer, and ultimately limit costs for the surgical sterilization efforts.

#### ***Data Collection of Deer Captured***

The age of each deer and the location where each deer was captured/released (latitude & longitude) along with the corresponding tag number(s) must be submitted to the Division of Wildlife at the end of each deer management season. Any additional information requested annually from the Division of Wildlife will also be collected and provided to them. In addition, body weight and general health condition will be recorded for each animal.

#### ***Budget Planning***

The cost for each deer controlled using surgical sterilization has shown to be at least double the cost of those managed using targeted deer removals from previous surgical sterilization research in Shaker Heights. Like targeted deer removal, annually additional deer will likely need to be controlled with surgical sterilization both due to immigration of female deer into the city and female deer that have yet to be treated that are still able to produce female fawns within Shaker Heights. Because of this, the city will need to ensure funding for surgical sterilization will be secured annually. Costs from previous years' surgical sterilization efforts in Shaker Heights will allow the city to plan for the necessary funds needed each year.

### **Non-lethal Deer Management**

#### **Public Safety**

##### ***Deer Crossing signage***

Deer movement within a municipality can vary over time due to things such as increased urban development, changes in green space, food availability (both natural and human-based), changes in roadway conditions (ex. speed limit, number of lanes, roadside barriers), etc.

The location of the deer for each of type of deer-vehicle accident in conjunction with an assessment of current habitat conditions in the city can help dictate appropriate deer crossing signage within the municipality. It can also help identify areas where:

- New deer crossing signage is needed
- Current deer crossing signage is no longer needed
- New barriers (fence, sound barrier walls, etc.) need installed
- Maintenance of current barriers (ex. fence) is required
- Roadside vegetation along the roadway needs managed

When deemed necessary by the city, it will work with the Division of Wildlife to do an assessment of deer crossing sign locations. This may be done by determining probable deer crossing areas based on habitat within the city and historical locations of deer-vehicle accidents from data collected by the city.

##### ***Communication to residents***

As noted earlier in this Deer Management Plan, November is the peak of deer-vehicle accidents in Ohio. As such, each October the city will attempt to do

public outreach to remind residents to be mindful of deer crossing the roads in Shaker Heights. As needed, the city may request assistance from the Division of Wildlife with developing content to be communicated to the residents.

## **Public Attitude**

### ***Education for Damage Mitigation***

While many online resources are available to educate residents on ways to mitigate deer damage on their property, it can be time consuming for the resident to locate accurate information. In addition, some information online may not be factual or pertinent to areas like Shaker Heights. The city will work with the Division of Wildlife to provide content on the city's website on some best management practices for ways residents can mitigate and minimize damage on their property.

### ***Workshops***

As needed, the city will request assistance from the Division of Wildlife for workshops regarding ways the residents can deal with deer issues on their property. The Division of Wildlife, to the extent possible, will fulfill these workshop requests.

## Signature of Approval

This Deer Management Plan was prepared by Geoff Westerfield, Assistant Wildlife Management Supervisor for the Division of Wildlife.

The City of Shaker Heights has reviewed this Deer Management Plan, approves of its content, agrees to adhere to the data collection as described, will adhere to the deer management decision making process, and will continue to make deer management decisions based on cultural carrying capacity data collected. This Deer Management Plan will remain in effect while the management techniques outlined in this plan continue to be utilized as described within this plan.

Approved by the City of Shaker Heights on October 14 2025 (Date)  
by

  
\_\_\_\_\_ (Signature of City Representative).

**REQUEST FOR COUNCIL ACTION**

**From:** John Coyne, President of Council

**No.** RCA 26-022 - 1/12

**Date:** January 5, 2026

**Committee:** Streets & Sidewalks

**Subject:** **Modify Current Sidewalk Program**

**Summary and background:**

Discuss modifying current Sidewalk program to provide city funding for sidewalk repair and replacement. Currently, the maintenance, repair and replacement of the city's sidewalks are the residents responsibility, which can be a significant financial burden. Sidewalks are for all city residents, and it is the City's responsibility to make sure sidewalks are safe and accessible. Sidewalks need to be repaired and replaced for the safety of the disabled, elderly, school children and others. Though the obligation to maintain, repair and replace can remain on the homeowner for liability purposes, we can discuss (i) city providing funding of sidewalk repair and replacement, (ii) having one contractor perform citywide repair and replacement program, (iii) timing of program; (iv) outside firm managing program and (v) how homeowner obtains funding. Funding from 108 account.

**Estimated Cost:** \$0  
**Suggested Funding:** 108 Account  
**Sufficient Funds in Account:**  
**Transfer Needed From:**  
**To:**  
**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes \_\_\_ No X

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**  
**Date:**

**REQUEST FOR COUNCIL ACTION**

**From:** John Coyne, President of Council

**No.** RA 26-023-1/12

**Date:** January 5, 2026

**Committee:** Streets & Sidewalks

**Subject:** **Modify Parking Around the Square**

**Summary and background:**

Discuss modifying parking around the square. Specifically, look at eliminating parking or modifying parking on the west and north sides of the square. If parking is eliminated the sidewalks can be extended providing opportunities for the restaurants to provide outdoor seating and more opportunity for people to enjoy the square views. This is a safety issue as the current parking causes visibility issues not only for pedestrians but also for people trying to navigate parking on busy streets. Also address crosswalk safety on the square in addition to the current bump-outs planned to be installed. This project should be part of the ODOT project.

**Estimated Cost:** \$0

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes  No

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

**REQUEST FOR COUNCIL ACTION**

**From:** John Coyne, President of Council

No. RCA 2.6-024-1/12

**Date:** January 5, 2026

**Committee:** Streets & Sidewalks

**Subject:** Traffic Signal Timing Throughout City

**Summary and background:**

Discuss traffic signal timing throughout the City---specifically heavy traffic areas to determine if the timing can be modified to improve traffic flow and try to eliminate cars stopping in intersections around the square and adjacent areas because of traffic signal timing. What can be done.

**Estimated Cost:** \$0

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes \_\_\_ No X

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**