

FINANCE COMMITTEE AGENDA
July 13, 2026
Council Rotunda

Finance Committee (5:30 p.m.)

1. Assignment of Requests for Council Action
2. 26-130-6/22 – 2026 SPCA Funding Request
3. 26-137-7/13 – Advance Request – Brownfield Grant
4. 26-138-7/13 – Budget Amendments
 #2026-026
 #2026-027
 #2026-028
5. 26-139-7/13 – Expenditure – Heritage Pool – MCRC
6. 26-140-7/13 – Job Creation Grant Payout – Carlisle Brake and Friction
7. 26-141-7/13 – Purchase 2026 F-350 Pick Up – Street Dept.
8. 26-142-7/13 – Purchase 2026 Mack Front Load Sanitation Truck
9. 26-143-7/13 – Amend Section 161-12 – Income Tax Board of Review – Finance
10. 26-144-7/13 – City to act as Responsible Party for MMHA Environmental Review
11. 26-145-7/13 – Expenditure – Governmentjobs.com, Inc. – Civil Service/IT/Finance
12. 26-146-7/13 – Amend Civil Service Rule V (D)
13. 26-147-7/13 – Professional Services Agreement – T&M Assoc. for Brownfield Grant
14. 26-148-7/13 – 2026-2027 Municipal Deer Control Program Approval
15. 26-149-7/13 – Cooperative Services Agreement – USDA
16. 26-150-7/13 – Medina Railroad Maintenance & Repairs
17. 26-151-7/13 – Design Discussion – N. Huntington St. Sidewalks
18. 26-152-7/13 – Grant Application – Ohio Public Works Commission – Engineering
19. 26-153-7/13 – Increase P.O. – Fritz-Rumer-Cooke Co. – Engineering
20. 26-154-7/13 – Sanitary Sewer Easement – 1011 Wadsworth Rd.
21. 26-155-7/13 – Grant – Airport Runway Light Replacement Design – Engineering
22. 26-156-7/13 – Parking Lot Funding Agreement – S. Elmwood Parking Lot
23. Executive Session: (personnel)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 26-137-7/13 – Advance Request
- 26-138-7/13 – Budget Amendments
- 26-139-7/13 – Expenditure – Heritage Pool – MCRC
- 26-140-7/13 – Expenditure – Job Creation Grant Payment to Carlisle Brake & Friction
- 26-141-7/13 – Purchase 2026 F-350 Pick Up Truck – Street Dept.
- 26-142-7/13 – Purchase 2026 Mack Sanitation Truck – Sanitation
- 26-143-7/13 – Amend Sec. 161.12 – Income Tax Board of Review
- 26-144-7/13 – MOU w/ MMHA – Responsible Party for Environmental Review
- 26-145-7/13 – Expenditure – Governmentjobs.com, Inc. – Civil Service/Finance/IT
- 26-146-7/13 – Amend Civil Service Rule V (D) – Filing of Applications
- 26-147-7/13 – Agreement w/ T&M Associates – Brownfield Grant – S. Elmwood Lot
- 26-148-7/13 – 2026-27 Municipal Deer Control Program Approval
- 26-149-7/13 - Cooperative Services Agreement – USDA
- 26-150-7/13 – Increase P.O. – Wintrow Construction – Railroad Repairs
- 26-151-7/13 – Design Discussion – N. Huntington St. Sidewalks
- 26-152-7/13 – Grant Application – Ohio Public Works Commission – Engineering
- 26-153-7/13 – Increase P.O. – Fritz-Rumer-Cooke Co. – Engineering
- 26-154-7/13 – Sanitary Sewer Easement – 1101 Wadsworth Road
- 26-155-7/13 – Grant – Airport Runway Light Replacement Design
- 26-156-7/13 – Parking Lot Funding Agreement – S. Elmwood Parking Lot

REQUEST FOR COUNCIL ACTION

From: John Coyne, Pres. Of Council

No. RCA 26-130-6/22

Date: June 16, 2026

Committee: Finance

Subject: 2026 SPCA Funding Request

Summary and background:

The attached invoice has been submitted from SPCA requesting contribution for 2026 animal related services. For reference, last year's amount was the same (see attached ordinance 124-25).

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ____ No ____

Reason:

COUNCIL USE ONLY:

Committee Recommendation: 6/22/26 Chet postpone til next mtg

Ord./Res.:

Date:

INVOICE

Medina County Society for the
Prevention of Cruelty to Animals
8790 Guilford Rd
Seville, OH 44273

bookkeeping@medinacountyspca.co
m
+1 (330) 723-7722

Bill to

City of Medina
132 N Elmwood
Medina, OH 44256

Invoice details

Invoice no.: 10302030
Invoice date: 06/11/2026

#	Product or service	Description	Amount
1.	AWS - 1	Animal Welfare Services: for the pick-up of injured and abandoned animals.	\$12,000.00
Total			\$12,000.00

ORDINANCE NO. 124-25

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$12,000.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR ANIMAL RELATED SERVICES FOR THE YEAR 2025.

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

- SEC. 1:** That the expenditure of \$12,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) is hereby authorized for animal related services.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this payment are available in Account No. 001-0707-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: July 14, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: July 15, 2025

SIGNED: Dennis Hanwell
Mayor

medina county



Medina County
Society for the Prevention of Cruelty to Animals
8790 Guilford Road, Seville, OH 44273
www.medinacountyspca.com - 330.723.7722
A Non-Profit 501(c)3 Charitable Organization Tax ID#34-1507786

October 25, 2025

President
Marty Warchola

Vice President
Mark Billesbach

Secretary
Sandy Larson

Treasurer
Nicole Florio

Directors
Ien Anzalone
David Johnson
Carolyn Kohler
Shaun McWilliams
Jessica VanGelder

Director of Operations
Sarah Urquhart

Humane Officer
Rachel Batten

The City of Medina
Keith Dirham
Finance Director

Dear Mr. Dirham:

The Medina County SPCA is the official humane society for Medina County.
As such, we:

- Investigate and prosecute animal neglect and cruelty
- Provide first responder services for animal emergencies
- Assist local law enforcement with animal handling
- Intake sick, injured and unwanted animals to rehabilitate and adopt out
- Provide humane education

The majority of our funding comes from individual donations, fundraising, and adoption fees. Therefore, we do rely on the financial support of local communities to share in the expenditures we incur serving each of them.

For the fiscal period October 1, 2024 through September 30, 2025, we provided the following services to the City of Medina:

Intake of 258 animals originating in your jurisdiction
(More detailed information available on request)

As we are all affected by recent inflation, our average cost of care per animal has increased to \$407.45 which reflects a 10% increase over the previous year's amount. That cost multiplied by the number of animals from your jurisdiction (258) results in a total expense of \$105,122.10.

In support of the services we have provided to your jurisdiction, we respectfully request a fair share remuneration to defray the associated costs incurred. It is our hope you see value in the role Medina County SPCA plays in your community. I want to sincerely thank you in advance for your consideration and financial support. If you have any questions regarding our services or suggestions on how we can better serve you, please feel free to contact me at 330.723.7722.

With much appreciation,

Marty Warchola (Signature)
Marty Warchola

President
Medina County SPCA Board of Directors

This mailing was made possible through donated materials and volunteer time.

Animals Brought In

Cat

Date	Reason	Code	Microchip	Name	Type	Species	Age	Sex	Location	Owner
10/01/2024	Health of Animal	20241467	981020059250722	Georgia	Owner Surrender	Cat	5 years 6 months.	Female	MCSPCA	Poorman, Jody
10/01/2024	Health of Animal	20241466		Slav	Owner Surrender	Cat	5 years 5 months.	Male	MCSPCA	Poorman, Jody
10/02/2024	Transfer from Other Shelter	20241478	981020057211784	Glinda	Transferred In	Cat	8 months.	Female	MCSPCA	Medina Meow Fix
10/02/2024	Transfer from Other Shelter	20241477	981020059267478	Bones	Transferred In	Cat	8 months.	Male	MCSPCA	Medina Meow Fix
10/06/2024	Stray	20241498	981020059486023	Blox	Stray	Cat	8 months.	Male	MCSPCA	Medina Meow Fix
10/06/2024	Stray	20241497	981020059477165	Sabrina	Stray	Cat	8 months.	Female	MCSPCA	Medina Meow Fix
10/06/2024	Stray	20241499	981020059683483	Dracula	Stray	Cat	8 months.	Male	MCSPCA	Medina Meow Fix
10/08/2024	Stray	20241500		IK100824	Stray	Cat	11 months.	Male	MCSPCA	Medina Meow Fix
10/09/2024	Born in Shelter	20241518	981020059484001	Butterfree	Stray	Cat	8 months.	Female	MCSPCA	Harper, Samantha
10/09/2024	Born in Shelter	20241521	981020059490169	Pilachu	Stray	Cat	8 months.	Male	MCSPCA	Harper, Samantha
10/09/2024	Born in Shelter	20241519	981020059476066	Lilgybuff	Stray	Cat	8 months.	Female	MCSPCA	Harper, Samantha
10/09/2024	Born in Shelter	20241517	981020059502479	Caterpie	Stray	Cat	8 months.	Female	MCSPCA	Harper, Samantha
10/09/2024	Born in Shelter	20241520	981020059542013	Feyee	Stray	Cat	8 months.	Female	MCSPCA	Harper, Samantha
10/10/2024	Born in Shelter	20241534	981020059251241	Declan	Stray	Cat	8 months.	Male	MCSPCA	Bush, Kelley
10/10/2024	Born in Shelter	20241536	981020059272125	Danlen	Stray	Cat	8 months.	Male	MCSPCA	Bush, Kelley
10/10/2024	Born in Shelter	20241538	981020059265626	Destiny	Stray	Cat	8 months.	Female	MCSPCA	Bush, Kelley
10/10/2024	Born in Shelter	20241535	981020059270716	Darius	Stray	Cat	8 months.	Male	MCSPCA	Bush, Kelley
10/10/2024	Born in Shelter	20241537	981020059237874	Danovan	Stray	Cat	8 months.	Male	MCSPCA	Bush, Kelley
10/15/2024	Stray	20241508	981020059494879	Lawrence	Stray	Cat	8 months.	Male	MCSPCA	
10/15/2024	Stray	20241510	981020057210554	Elizabeth	Stray	Cat	8 months.	Female	MCSPCA	Strickland, Nicole
10/16/2024	Personal Problems	20241531	981020059247694	Brielle	Owner Surrender	Cat	2 years 2 months.	Female	MCSPCA	
10/16/2024	Personal Problems	20241532	981020059481883	Bounce	Owner Surrender	Cat	8 months.	Female	MCSPCA	
10/17/2024	Stray	20241530		Mary Lou	Stray	Cat	10 years 0 months.	Female	MCSPCA	Adkins, Carolyn
11/05/2024	Stray	20241595	981020059550135	Jodi	Stray	Cat	8 months.	Female	MCSPCA	Bryan, Joe
11/18/2024	Hoarding	20241621	981020059526457	Anatolian	Owner Surrender	Cat	8 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241616	981020059686813	Melisse	Owner Surrender	Cat	3 years 2 months.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241625	981020059474118	Carol	Owner Surrender	Cat	8 months.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241631	981020059486123	Sammy	Owner Surrender	Cat	3 years 1 month.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241633	981020059414549	Building	Owner Surrender	Cat	3 years 1 month.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241620	981020059493004	Pomelian	Owner Surrender	Cat	8 months.	Female	MCSPCA	Donald, Laura

Date	Reason	Code	Microchip	Name	Type	Species	Age	Sex	Location	Owner
11/18/2024	Hoarding	20241630	981020059479031	Doberman	Owner Surrender	Cat	5 years 5 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241624	981020059532782	Cavalier	Owner Surrender	Cat	2 years 5 months.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241617	981020059568885	Havanesse	Owner Surrender	Cat	3 years 5 months.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241623	981020059430301	Yorkie	Owner Surrender	Cat	5 years 2 months.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241626	981020059691199	Boxer	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241634	981020059419424	Boodle	Owner Surrender	Cat	8 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241628	981020059471128	Spaniel	Owner Surrender	Cat	1 year 1 month.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241618	981020059481626	ShihTzu	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241622	981020059536053	Chow	Owner Surrender	Cat	8 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241632	981020059487235	Shepherd	Owner Surrender	Cat	5 years 2 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241627	981020059536253	Border Collie	Owner Surrender	Cat	3 years 2 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241619	981020059545677	Alghan	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241629	981020059490743	Shiba Inu	Owner Surrender	Cat	8 months.	Male	MCSPCA	Donald, Laura
11/18/2024	Hoarding	20241635	981020059484118	Chihuahua	Owner Surrender	Cat	2 years 6 months.	Male	MCSPCA	Donald, Laura
11/19/2024	Stray	20241614	981020059481608	Flower	Stray	Cat	6 years 3 months.	Female	MCSPCA	Baker, Devante
11/24/2024	Stray	20241643		BE11242024	Stray	Cat	5 years 0 months.	Male	MCSPCA	Wolfe, Shirley
11/27/2024	Stray	20241644	981020059626352	Cactus	Stray	Cat	3 years 0 months.	Male	MCSPCA	Medina Vet Clinic
12/14/2024	Sick/Injured	20241677	981020059514348	Dan	Stray	Cat	10 years 0 months.	Male	MCSPCA	Keyser, Julie
12/14/2024	Stray	20241676	981020059470202	Asuah	Stray	Cat	6 years 8 months.	Male	MCSPCA	Eichelberger, Sara
12/30/2024	Sick/Injured	20241686	981020059579390	Mr. Kitty	Stray	Cat	1 year 0 months.	Male	MCSPCA	Officer, Humane
01/19/2025	Owner Passed	2025036	981020059505507	Raymond Beardington	Owner Surrender	Cat	10 years 2 months.	Male	MCSPCA	Whiteman, Donna
02/03/2025	Owner Surrender	2025040	981020059553006	The Lorax	Stray	Cat	3 years 0 months.	Male	MCSPCA	Thomas, Renee
02/13/2025	Owner Surrender	2025072	981020061106965	LL Tjay	Owner Surrender	Cat	1 year 4 months.	Male	MCSPCA	Boggs, Janie
02/13/2025	Owner Surrender	2025125	981020059484283	Jenga	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	Justice, James & Kim
02/13/2025	Owner Surrender	2025119	981020059475950	Twister	Owner Surrender	Cat	8 months.	Female	MCSPCA	Justice, James & Kim
02/13/2025	Owner Surrender	2025120	941010001728646	Manopoly	Owner Surrender	Cat	2 years 8 months.	Male	MCSPCA	Justice, James & Kim
02/13/2025	Owner Surrender	2025124	981020059499684	Scrabble	Owner Surrender	Cat	2 years 1 month.	Female	MCSPCA	Justice, James & Kim
02/13/2025	Owner Surrender	2025123	981020059515711	Battleship	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	Justice, James & Kim
02/13/2025	Owner Surrender	2025122	981020059549375	Candy Land	Owner Surrender	Cat	8 months.	Female	MCSPCA	Justice, James & Kim
02/13/2025	Owner Surrender	2025121	981020059490285	Uno	Owner Surrender	Cat	2 years 2 months.	Female	MCSPCA	Justice, James & Kim
02/14/2025	Unable to Afford	2025121	981020059421796	Yahzee	Owner Surrender	Cat	1 year 1 month.	Male	MCSPCA	Justice, James & Kim
02/18/2025	Owner Surrender	2025129	981020061174200	Circs	Stray	Cat	8 months.	Male	MCSPCA	Cabrera, Jazmin
02/18/2025	Owner Surrender	2025143	981020061169164	Cleopatra	Owner Surrender	Cat	2 years 0 months.	Female	MCSPCA	Simons, Jason
02/18/2025	Owner Surrender	2025142	981020059474411	Ninja	Owner Surrender	Cat	6 years 3 months.	Female	MCSPCA	Nank, Joy
02/18/2025	Owner Surrender	2025141	981020061087457	Sasha	Owner Surrender	Cat	9 years 2 months.	Female	MCSPCA	Nank, Joy
02/19/2025	Stray	2025144	981020061325401	Mama Sundae	Stray	Cat	5 years 4 months.	Female	MCSPCA	Germ, Reba
02/21/2025	Owner Surrender	2025150	982000406677623	Juicy Juice	Owner Surrender	Cat	8 years 10 months.	Male	MCSPCA	
02/21/2025	Owner Surrender	2025151		Machi	Owner Surrender	Cat	8 years 6 months.	Female	MCSPCA	
02/22/2025	Owner Surrender	2025152	981020059482718	Duchess	Owner Surrender	Cat	7 years 2 months.	Female	MCSPCA	
02/24/2025	Owner Surrender	2025155	981020059496980	Elvis	Owner Surrender	Cat	8 years 1 month.	Male	MCSPCA	

Date	Reason	Code	Microchip	Name	Type	Species	Age	Sex	Location	Owner
02/24/2025	Owner Surrender	2025154	981020059691645	Gilbert	Owner Surrender	Cat	7 years 2 months.	Male	MCSPCA	
03/02/2025	Born In Shelter	2025223	981020061355201	Fudge	Stray	Cat	8 months.	Female	MCSPCA	
03/02/2025	Stray	2025222		Whipped Cream	Stray	Cat	3 weeks.	Female	MCSPCA	
03/02/2025	Born In Shelter	2025224	981020061297877	Sprinkles	Stray	Cat	8 months.	Female	MCSPCA	
03/02/2025	Born In Shelter	2025225	981020061318899	Caramel	Stray	Cat	8 months.	Male	MCSPCA	
03/1/2025	Stray	2025189	981020061194236	Cheese Curd	Stray	Cat	1 year 0 months.	Male	MCSPCA	
03/1/2025	Stray	2025190	981020061168956	Blooming Onion	Stray	Cat	2 years 2 months.	Male	MCSPCA	Blackburn, Kelley
03/12/2025	Owner Surrender	2025193	981020061186505	Jack	Owner Surrender	Cat	6 years 1 month.	Male	MCSPCA	Blackburn, Kelley
03/15/2025	Stray	2025203	981020061181156	Hella Kitty	Stray	Cat	1 year 2 months.	Female	MCSPCA	Blackburn, Kelley
03/15/2025	Owner Surrender	2025202	981020061183791	Charlotte	Owner Surrender	Cat	1 year 0 months.	Female	MCSPCA	Brooks, Donna
03/17/2025	Abandoned	2025207	981020059544687	Shamrock	Transferred In	Cat	2 years 1 month.	Female	MCSPCA	Krazy, Kitten
03/26/2025	Stray	2025217	981020061182155	Sarah	Stray	Cat	3 years 4 months.	Female	MCSPCA	Bilbreay, Emily
04/01/2025	Born In Shelter	2025432	981020061350153	Mauigold	Stray	Cat	8 months.	Female	MCSPCA	
04/01/2025	Born In Shelter	2025431	981020061324079	Booey	Stray	Cat	8 months.	Female	MCSPCA	
04/01/2025	Born In Shelter	2025434	981020061073164	Basil	Stray	Cat	8 months.	Male	MCSPCA	
04/01/2025	Born In Shelter	2025433	981020061002651	Julia	Stray	Cat	8 months.	Male	MCSPCA	
04/05/2025	Born In Shelter	2025435	981020061341270	Quaid	Stray	Cat	8 months.	Female	MCSPCA	
04/07/2025	Owner Surrender	2025257	981020061173802	Smoke	Owner Surrender	Cat	3 years 1 month.	Female	MCSPCA	
04/07/2025	Stray	2025272	981020061185983	Greta	Stray	Cat	8 months.	Female	MCSPCA	Jennifer Hodges
04/07/2025	Stray	2025271	981020061184810	Spike	Stray	Cat	8 months.	Male	MCSPCA	Jennifer Hodges
04/07/2025	Stray	2025273	981020061173406	Gizmo	Stray	Cat	8 months.	Female	MCSPCA	Jennifer Hodges
04/09/2025	Owner Surrender	2025285	981020061191786	Joe	Owner Surrender	Cat	2 years 1 month.	Male	MCSPCA	
04/09/2025	Owner Surrender	2025281	981020061313729	Wet N Wild	Owner Surrender	Cat	8 months.	Female	MCSPCA	
04/09/2025	Owner Surrender	2025280	981020061323111	Covergold	Owner Surrender	Cat	8 months.	Female	MCSPCA	
04/09/2025	Owner Surrender	2025282	981020061334788	Revlon	Owner Surrender	Cat	8 months.	Female	MCSPCA	
04/09/2025	Owner Surrender	2025284	981020061160168	Loreal	Owner Surrender	Cat	1 year 3 months.	Female	MCSPCA	
04/09/2025	Owner Surrender	2025278	981020061163982	Marine	Owner Surrender	Cat	1 year 0 months.	Female	MCSPCA	
04/09/2025	Owner Surrender	2025283	981020061194190	Mybelline	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	
04/09/2025	Owner Surrender	2025279	981020061183211	Milani	Owner Surrender	Cat	1 year 1 month.	Female	MCSPCA	
04/16/2025	Born In Shelter	2025445	981020061349577	Kate	Stray	Cat	8 months.	Female	MCSPCA	
04/16/2025	Born In Shelter	2025448	981020061317926	Stephanie	Stray	Cat	8 months.	Female	MCSPCA	
04/16/2025	Born In Shelter	2025444	981020061339130	Will	Stray	Cat	8 months.	Male	MCSPCA	
04/16/2025	Born In Shelter	2025446	981020061326991	Rammy	Stray	Cat	8 months.	Female	MCSPCA	
04/16/2025	Born In Shelter	2025449	981020061268261	Michelle	Stray	Cat	8 months.	Female	MCSPCA	
04/16/2025	Born In Shelter	2025447	981020061332640	Dolly	Stray	Cat	8 months.	Female	MCSPCA	
04/25/2025	Stray	2025322	981020061000004	Hani	Stray	Cat	8 months.	Male	MCSPCA	
04/27/2025	Abandoned	2025357	981020061158398	Foundry	Stray	Cat	1 year 0 months.	Male	MCSPCA	Savannah Schultz
05/02/2025	Sick/Injured	2025373	981020061332897	Taco John	Stray	Cat	2 years 2 months.	Male	MCSPCA	Pitcher, Michelle
05/08/2025	Stray	2025405	981020061188681	Wesabi	Stray	Cat	8 months.	Male	MCSPCA	Nank, Alexandra & Joy
05/08/2025	Stray	2025406	981020061176289	Sofiacha	Stray	Cat	8 months.	Male	MCSPCA	Pierce, Kelly

REQUEST FOR COUNCIL ACTION

No. RCA 26-137-7/13

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: July 6, 2026
SUBJECT: Advance Request

Committee: Finance

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Grants(#109)	\$242,360	ODOD Brownfield Assessment Grant – S Elmwood Parking Lot

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the grantor agency.

Estimated Cost: \$242,360 from the General Fund. General Fund to be reimbursed once grant funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.: \$242,360 increase to account 001-0707-56615
Refer to Appropriation Adjustment #2026-026

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 112-26
7-13-26

(ly)

RCA Number
(Council use only)

RCA 26-138-7/13
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

JUSTMENT
(E)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2026-026
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0420-54411	Forestry - land improvements	1,330.00		x	To appropriate funds for trees from Villas at Hidden Lake
		001-0705-53315	Muni Court - tools/minor	1,965.00		x	addiction treatment program - admin funds
		001-0707-56615	gen admin - adv out	242,360.00		x	adv to 109 fund for odod grant
		109-0408-52215	S Elmwood Parking lot assessment - contractual	242,360.00		x	S Elmwood Parking Lot - ODOD brownfield grant
		301-0707-54415	Gen purpose cap - sidewalks	20,000.00		x	sidewalk repairs
		307-0110-53315	tools / minor	10,000.00		x	fire - boat purchase
		157-0705-56611	Pre Trial drug testing - transfers out	225,396.14		x	transfer to 169
		159-0705-56611	Presentence Investigations-transfers out	287,769.73		x	transfer to 169
102-0620-53321	Strm sewer - maint of eq			30,000.00			Reduce budget
157-0705-52226	Pre Trial drug testing - prof svcs			10,750.00			Reduce budget - transfer to 169
157-0705-53313	Pre Trial drug testing - operating			1,500.00			Reduce budget - transfer to 169
157-0705-53321	Pre Trial drug testing - maint of eq			1,000.00			Reduce budget - transfer to 169
159-0705-52211	Presentence Investigations - educ / travel			1,500.00			Reduce budget - transfer to 169
159-0705-52215	Presentence Investigations-contractual			1,000.00			Reduce budget - transfer to 169
159-0705-52226	Presentence Investigations-prof svcs			2,000.00			Reduce budget - transfer to 169
159-0705-53313	Presentence Investigations-opeating			1,000.00			Reduce budget - transfer to 169
159-0705-53315	Presentence Investigations-tools / minor			1,500.00			Reduce budget - transfer to 169
159-0705-53321	Presentence Investigations - maint of eq			14,065.83			Reduce budget - transfer to 169
			Total increases to fund:	1,031,180.87			
			Total reductions to fund:	64,315.83			
			Total transfers within fund:				

EXPLANATION:

see above

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 7/7/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE:

COUNCIL/COMMITTEE ACTION:

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

ORD. NO.

Ord 113-26

CLERK OF COUNCIL/DATE

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

Batch Number _____
(Finance use only)

RCA Number RCA 26-138-7/13
(Council use only) Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X

X

NO. 2026-027

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		574-0350-54412	Rec-Buildings & Structures	100,000.00		X
			Total increase to fund:	100,000.00		

EXPLANATION:
Donation on behalf of the Park Foundation towards the Turf Field House Addition fund

DEPARTMENT HEAD: Jansen Wehrley

DATE: 7/7/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 113.26

CLERK OF COUNCIL/DATE

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

Batch Number _____
(Finance use only)

RCA Number 26-138-7/13
(Council use only)

TYPE OF ADJUSTMENT
(CHECK ONE)

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. Finance

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

x

#2026-028

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		574-0358-52215	Contractual	\$ 5,000.00		x
		574-0358-52232	Equipment Rental	2,000.00		x
		574-0358-53313	Operating Supplies	\$ 5,000.00		x
		574-0358-53315	Tools & Minor	8,000.00		x
			Total :	20,000.00		

EXPLANATION:

Cleveland Clinic Wellness Funds Check from Contractual Year 2026 - Received July 7, 2026

DEPARTMENT HEAD: _____

DATE: 7/7/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 113-26

CLERK OF COUNCIL/DATE

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

RCA 26-139-7/13

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

Finance
Only

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

Date: 6/12/2026 Department: Medina Rec

Amount requested: \$425.00 BOC Approval Date: _____
Fill below for increases only (Finance Use Only)

Increase Amount: \$425.00 PO Number to increase: 26-214

New PO Total with increase: \$20,425.00

Account Number: 574-0356-53313

Vendor: Heritage Pool

Department Head/Authorized Signature: _____

Item/Description: _____

Paint for bulkhead to repaint plus signs

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

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

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

Revised: 5/7/2025

RCA 26-140-7/13

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance
Only

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

Date: 6/26/2026

Department: Economic Development

Amount: \$34,741.83

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

Account Number: 001-0749-56630

Vendor: Carlisle Brake and Friction

Department Head/Authorized Signature:

Kimberly Marshall/gas

Item/Description:

Job Creation Grant Payment for Tax Year 2025

JCG21 Carlisle Brake and Friction - Expansion - HQ office move

Please contact Kimberly or Sarah when check is ready to be hand delivered

Company has exceeded employment and payroll goals. Information verified by RITA.

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council _____

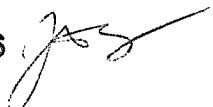
- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
 - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

Revised: 4/25/2023

REQUEST FOR COUNCIL ACTION

No. RCA 26-141-7/13
Finance

FROM: Nino Piccoli
Street Department

DATE: June 29, 2026 

SUBJECT: Purchase of & (1) 2026 F-350 4X4 Styleside Ford Pick Up Truck

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization for the purchase of (1) 2026 F-350 4X4 Styleside Pickup Truck. Upon approval, this purchase will be made utilizing the (CUE) Community University Education Purchasing Contract from Montrose Ford for the total amount of \$50,761.08.

Estimated Cost: \$50,761.08

Suggested Funding:

- sufficient funds in Account No. 105-0610-54417
- transfer needed from Account No.
To Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

Council Action Taken:

Ord./Res.

Date:



Preview Order 0026 - F3B 4x4 Reg Cab SRW: Order Summary Time of Preview: 06/18/2026 12:01:34 Receipt: NA

Dealership Name: Montrose Ford, LLC

Sales Code : F44209

Dealer Rep.	Derek Powers	Type	Fleet	Vehicle Line	Superduty	Order Code	0026
Customer Name	Medina	Priority Code	H3	Model Year	2026	Price Level	650

DESCRIPTION	INVOICE DESCRIPTION	INVOICE
F350 4X4 STYLESIDE PICKUP/142	\$47566 PLATFORM RUNNING BOARDS	\$291
142 INCH WHEELBASE	\$0 10400# GVWR PACKAGE	\$0
TOTAL BASE VEHICLE	\$46096 50 STATE EMISSIONS	\$0
RACE RED	\$360 PRO POWER ONBOARD - 400W	\$205
CLOTH 40/20/40 SEAT	\$91 JACK	\$0
MEDIUM DARK SLATE	\$0 WHEEL WELL LINERS FRONT & REAR	\$296
PREFERRED EQUIPMENT PKG.610A	\$0 LED BOX LIGHTING	\$145
.XL TRIM	\$0 UPFITTER SWITCHES	\$228
.AIR CONDITIONING -- CFC FREE	\$0 250 AMP ALTERNATOR	\$169
.AM/FM STEREO MP3/CLK	\$0 CONN PKG: 1 YR INCL W/FORD APP	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0 XL CHROME PACKAGE	\$387
10-SPEED AUTO TORQSHIFT-G	\$0 .FOG LAMPS	\$0
JOB #1 ORDER	\$0 SPECIAL FLEET ACCOUNT CREDIT	\$-1470
XL OFF-ROAD PACKAGE	\$906 FUEL CHARGE	\$14
.33" OFF ROAD LT285/70R17 AT	\$0 PRICED DORA	\$0
.3.73 ELECTRONIC-LOCKING AXLE	\$0 ADVERTISING ASSESSMENT	\$0
.SKID PLATES	\$0 DESTINATION & DELIVERY	\$2795
TOTAL BASE AND OPTIONS		INVOICE
DISCOUNTS		\$51983
TOTAL		NA
		\$51983

ORDERING FIN: QH807 END USER FIN: QH807
SHIP TO : F44209
3960 Medina Road, Akron, OH, 44333-2495

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

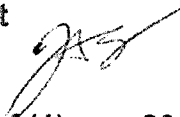
This is not an invoice.

REQUEST FOR COUNCIL ACTION

No. RCA 26-142-7/13

FROM: Nino Piccoli
Sanitation Department

Committee: *Finance*

DATE: June 29, 2026 

SUBJECT: Purchase of (1) one 2026 Mack TE 28 cubic yard Front Load Sanitation Truck

SUMMARY AND BACKGROUND:

Respectfully requesting Council to authorize the purchase of (1) one 2026 Mack TE 28 cubic yard Front Load sanitation truck. This unit will be complete with a model 28-yard Odyssey Commercial Heil Body with HAOL Controls. This purchase upon approval will be made utilizing Sourcewell contract No. 110223-THC.

Estimated Cost: \$411,699.00

Suggested Funding:

- sufficient funds in Account No. 514-0543-54417
- transfer needed from Account No.
To Account No.
- NEW APPROPRIATION needed in Account No.

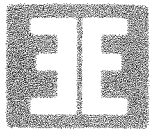
Emergency Clause Requested: NO

Reason:

Council Action Taken:

Ord./Res.

Date:



**ENVIRONMENTAL
EQUIPMENT**
SALES & SERVICE

**2100 Integrity Dr. S
Columbus, OH 43209-2752
(614) 380-3377 (Office)**

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
Medina - 28yd Odyssey Commercial with Halo #110223-THC	06-11-2026	08-28-2026	09-04-2026		Due on Receipt

CUSTOMER INFORMATION:

Salesperson. Jen Heffron

Customer: City of Medina

Contact: John Lengacher

Address: 132 N Elmwood Ave, Medina, OH 44256

Phone: (330)723-0215 Cell Phone: (330)722-9038 Email Address: jlengacher@medinaoh.org

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00005545	2026	Heil	28yd Odyssey Commercial with Halo Controls

INVENTORY SPECS

28 Cubic Yard

Half/Pack Commercial Featuring Odyssey Controls

Service Hoist Kit -

PTO Mounted Load Sense Piston pump - Includes PTO

Left Hand Dual Axis Joystick - Electric Controlled

Heil® Autonomous Lift Option [H.A.L.O.]

Multi-Function LED Strobe / Turn Lamps

Body Side Backing Assist Lights - LED

Single LED Windscreen Mounted Container Light

Cab Shield Mounted LED Light Facing rearward toward hopper opening

Base 3rd Eye Single Camera System with 7" Monitor and Single Camera Mounted on Tailgate

Add on 3rd Eye Camera (Hopper) - Camera System Price Adder (Only available if base camera is selected)

1/4" AR400 Body Floor in lieu of standard 3/16" AR400

Sliding Top Door - Steel

Universal Steel Frame Cab Protector With Steel Sheet

Cab Protector Extension Raise - Manual Jack

Tailgate Mounted Roof Access Ladder Steel *

High Pressure Filter Kit

Bolt On Fender Extension Kit - Keeps Body Clean of Road Spray

2026 Mack TE

5yr/250K warranty

Sourcewell Contract: #110223-THC

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
\$0.00	

TERMS OF SALE:

Purchase Price Each:	\$408,499.00
Purchase Quantity:	1
Total	\$408,499.00
Add Ons Total	\$0.00
Less Trade in value(s):	
Sales Tax: Applicable sales taxes will be applied to final invoice.	TBD
Federal Excise Tax 12%	
Federal Excise Tax Total	\$0.00
Title, Registration, and Dealer Fees	total
Freight Each:	\$3,200.00
Total Freight:	\$3,200.00
Total Amount Due:	**If a deposit is required, a deposit invoice will follow. **
	\$411,699.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Environmental Equipment Sales & Service Holdings, LLC (EESS) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although EESS has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against EESS. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should EESS fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against EESS shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, EESS may elect to retain the deposit, and sue for any actual damages incurred by EESS for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. EESS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. No other person is authorized to make any representations or warranties on behalf of EESS, unless made or assumed in writing by EESS.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against EESS for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless EESS receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless EESS receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless EESS and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of EESS, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse EESS for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. EESS is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Franklin County, Ohio, and this agreement shall be construed under the laws of the State of Ohio. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that EESS is required to employ an attorney to enforce any of the terms of this agreement, Customer

shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

EESS REPRESENTATIVE:

Signature
Print Name
Customer PO Number
Date

Signature
Print Name
Date
Contact Email
Contact Cell

Environmental Equipment Sales & Service Holdings, LLC
2100 Integrity Dr. S
Columbus, OH 43209-2752
(614) 380-3377 (Office)

REQUEST FOR COUNCIL ACTION

No. RCA 26-143-7/13

FROM: Keith H. Dirham
DATE: Thursday, July 2, 2026
SUBJECT: Correct inconsistency and update Sec 161.12

Committee: Finance

SUMMARY AND BACKGROUND:

An appeal to the City of Medina Income Tax Board of Review was recently filed and in the process of getting that committee together I noticed an inconsistency in Section 161.12 (a). This section states that "Each member of the Board shall serve for one year . . ." then goes on to describe staggered three-year terms. I think the intent was to create staggered three-year terms so please correct the quoted portion to state that each member shall serve for three years.

While we are amending that, the dates should be updated as follows:

- Mayor's appointee's term to expire 12/31/2027 and every three years thereafter.
- Council's appointee's term to expire 12/31/2028 and every three years thereafter.
- Board's appointee's term to expire 12/31/2026 and every three years thereafter.

Finally please update section 161.12 (e) to increase from \$500 to \$5,000.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: No.

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

161.12 BOARD OF REVIEW ESTABLISHED; MEMBERSHIP; POWERS AND DUTIES; APPEALS.

- (a) A Board of Review, consisting of three electors of the City, one to be appointed by the Mayor, one to be appointed by Council and the third to be elected by two so appointed, is hereby created. No member shall be appointed to the Board who holds other public office or appointment. The members of the Board of Review shall serve without pay. A majority of the members of the Board shall constitute a quorum. The Board of Review shall adopt its own procedural rules; it shall keep a record of its transactions. Each member of the Board shall serve for one year or until his successor is appointed and acting. The term of the member appointed by the Mayor shall expire December 31, 2012 and every three years thereafter. The term of the member appointed by Council shall expire December 31, 2013 and every three years thereafter. The term of the member appointed by the other two members shall expire December 31, 2014 and every three years thereafter. In the case of a vacancy in any of the positions on the Board, that vacancy shall be filled by the appointing authority responsible for filling that position and the person so appointed shall serve for the duration of the unexpired term. (Ord. 147-12. Passed 8-27-12.)
- (b) Any hearings of the Board may be conducted privately and the provisions of Section 161.09 hereof, with reference to the confidential character of information required to be disclosed by this chapter, shall apply to such matters as may be heard before the Board.
- (c) All rules and regulations and amendments or changes thereto, which are adopted by the Administrator under the authority conferred by this chapter, must be approved by the Board of Review before the same become effective. The Board shall hear and pass on appeals from any ruling or decision of the Administrator and, at the request of the taxpayer or Administrator, is empowered to substitute alternate methods of allocation.
- (d) Any person dissatisfied with any ruling or decision of the Administrator which is made under the authority conferred by this chapter may appeal therefrom to the Board of Review within thirty days from the announcement of such ruling or decision by the Administrator, and the Board shall, on hearing, have jurisdiction to affirm, reverse or modify any such ruling or decision, or any part thereof. (Ord. 160-03. Passed 10-14-03.)
- (e) The Administrator shall have the authority to determine issues regarding a municipal income tax obligation that is subject to appeal and to waive disputed amounts up to five hundred dollars (\$500.00). The Administrator shall notify the taxpayer of their right to appeal a decision and the manner in which they may appeal in accordance with the provisions of this chapter. (Ord. 212-08. Passed 12-8-08.)

161.09 INVESTIGATIVE POWERS OF THE ADMINISTRATOR; PENALTY FOR DIVULGING CONFIDENTIAL INFORMATION.

- (a) The Administrator, or any authorized employee, is hereby authorized to examine the books, papers, records and Federal income tax returns of any employer or of any taxpayer or person subject to, or whom the Administrator believes is subject to the provisions of this chapter, for the purpose of verifying the accuracy of any return made or, if no return was made, to ascertain the tax due under this chapter. Every such employer, supposed employer, taxpayer or supposed taxpayer, is hereby directed and required to furnish upon written request by the Administrator, or his duly authorized agent or employee, the means, facilities and opportunity for making such examinations and investigations as are hereby authorized.
- (b) The Administrator is hereby authorized to order any person presumed to have knowledge of the facts to appear before him and may examine such person, under oath, concerning any income which was or should have been returned for taxation or any transaction tending to affect such income, and for this purpose may compel the production of books, papers, records and Federal income tax returns and the attendance of all persons before him, whether as parties or witnesses, whenever he believes such persons have knowledge of such income or information pertinent to such inquiry.
- (c) The refusal to produce books, papers, records and Federal income tax returns, or the refusal to submit to such examination by any employer or person subject or presumed to be subject to the tax or required to withhold tax or the failure of any person to comply with the provisions of this section or with an order or subpoena of the Administrator authorized hereby shall be deemed a violation of this chapter, punishable as provided in Section 161.99 hereof.
(Ord. 85-73. Passed 8-6-73.)
- (d) Any information gained as a result of the filing of any tax returns, investigations, hearings or verifications required or authorized by this chapter shall be confidential, except for official purposes, except in accordance with proper judicial order, or except in accordance with the City of Medina-Montville Township Joint Economic Development District and Annexation Contract. Any person divulging such information in violation of this chapter shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than six months, or both. Each disclosure shall constitute a separate offense.
Except as provided in the City of Medina-Montville Township Joint Economic Development District and Annexation Contract, in addition to the above penalty, any employee of the City of Medina who violates the provisions of this section relative to the disclosure of confidential information shall be immediately dismissed from the service of the City.
(Ord. 78-11. Passed 5-23-11.)
- (e) Every taxpayer shall retain all records necessary to compute his tax liability for a period of five years from the date his return is filed, or the withholding taxes are paid.
(Ord. 85-73. Passed 8-6-73.)

REQUEST FOR COUNCIL ACTION

No. RCA 26-144-7/13
Committee: Finance

FROM: Andrew Dutton

DATE: July 6, 2026

SUBJECT: City Acting as the Responsible Party for MMHA Environmental Review

SUMMARY AND BACKGROUND:

The Medina Metropolitan Housing Authority (MMHA) is currently constructing an 11-unit multi-family residential building ("The Lafayette") designed for individuals at risk of homelessness at 881 Lafayette Rd.

Construction of the building utilized a Community Project Funding (CPF) grant through the U.S. Department of Housing and Urban Development (HUD), which required an environmental review to be completed. While nonprofit organizations may make applications for these programs, only a local government or the state may serve as a "responsible entity" for an environmental review. In July of 2025, Council passed Ordinance 127-25 authorizing the Mayor to enter into a Memorandum of Understanding (MOU) to act as the responsible entity for the CPF grant environmental review.

MMHA is now applying for Project Based Voucher Contract (PBVC) assistance through HUD for rental assistance for all 11 units. The PBVC program also requires an environmental review to be completed, with the same responsible entity requirements. Therefore, MMHA is now requesting that the City of Medina act as the responsible entity for the PBVC environmental review.

MMHA has contracted with August Mack Environmental, Inc. to conduct the environmental review for the PBVC assistance. The firm also conducted the environmental review for the CPF grant, which was completed without issue.

A draft MOU has been included authorizing the City of Medina to act as the responsible entity for the PBVC environmental review. Final approval will be subject to the review of the Law Director.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into as of _____ day of _____, 2026, at Medina, Ohio, by and among the City of Medina, an Ohio Municipal Corporation with an address of 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter "City") and Medina Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio, with its principal office located at 4079 North Jefferson Street, Medina, Ohio 44256 (hereinafter "MMHA").

RECITALS

Whereas MMHA is the owner of certain real property located in the City of Medina at 881 Lafayette Road, Medina, Ohio 44256 (PPN No. 028-19C-08-134) containing approximately 1.08 acres of land; and,

Whereas MMHA is utilizing the Property to develop an 11-unit, one-story apartment building (new construction) known as The Lafayette for individuals at risk of homelessness (hereinafter "the Project"); and,

Whereas the Project will be developed, owned, and managed by MMHA; and,

Whereas the City recognizes the substantial and positive benefit of the Project on its residents and the City's Planning Department has already approved the Project; and,

Whereas, financing for the Project's construction is contingent upon residents receiving Project Based Voucher Assistance through a Project Based Voucher Contract (hereinafter "PBVC") to be awarded by MMHA and administered through the U.S Department of Housing and Urban Development (hereinafter "HUD"); and,

Whereas, 24 CFR 983.56 provides that HUD's environmental review regulations located in 24 CFR, Part 50 and 58, apply to activities under the Project Based Voucher program; and,

Whereas, MMHA has secured the services of August Mack Environmental, Inc., 4401 Rockside Road, Suite 300, Independence, Ohio 44131 to prepare the necessary environmental reports for the Project; and,

Whereas, MMHA has also engaged CHN Housing Partners, 3711 Chester Avenue, Suite 100, Cleveland, Ohio 44114 (hereinafter "CHN"), to assist with the Project and coordinate compliance of HUD regulations; and,

Whereas HUD's environmental review regulations require that a local government serve as a responsible entity for an environmental review conducted under 24 CFR Part 58; and,

Whereas the responsible entity assumes legal responsibility that the Project complies with the requirements of the National Environmental Policy Act (hereinafter "NEPA") and other relevant federal environmental laws and authorities, which would otherwise fall to HUD; and,

Whereas the responsible entity is traditionally the municipality in which a project is located; and

Whereas MMHA has asked the City, as the municipality in which the Project is located, to assume the role of responsible entity for the Project's environmental review; and,

Whereas, the City has agreed to assume the role of responsible entity for the Project's environmental review; and,

Whereas the parties hereto wish to set forth their understanding in this MOU.

NOW, THEREFORE, for the consideration flowing among the parties and in

consideration of the mutual promises set forth below, the City and MMHA make the following assurances and commitments:

1. The City agrees to assume the role of the responsible entity whereby it will be responsible for the environmental review process for the Project as provided in 24 CFR, Part 58, and its related provisions, including preparing any necessary documentation and making findings related to potential environmental impacts.
2. MMHA agrees to facilitate the remission of all environmental reports and material between August Mack Environmental, Inc., and the City to lessen the City's burden in the receipt and review of environmental reports.
3. MMHA agrees to facilitate assistance from CHN for compliance with the City's responsibilities under 24 CFR, Part 58, and its related provisions.
4. It is expressly understood that the City shall not bear any expenses associated with preparation of environmental reports for the Project and MMHA agrees to hold harmless the City against the same. Notwithstanding anything to the contrary contained in this Agreement, MMHA agrees to reimburse the City for any and all costs that the City incurs because of entering into this Agreement with MMHA. The City shall notify MMHA of any costs incurred by the City and the reason for the cost, and MMHA shall reimburse the City within thirty (30) days thereafter.
5. The terms of this MOU may not be modified except in writing signed by all the parties hereto.
6. This MOU shall be binding on and shall inure to the benefit of the parties, their successors, and assigns.
7. The provisions of this MOU are severable, and in the event that any provision is

declared invalid, this MOU shall be interpreted as if such invalid provision was not contained herein.

8. The rights and obligations of the parties hereunder and the interpretation of this MOU shall be governed by the laws of the State of Ohio. All disputes arising under this MOU shall be resolved in the courts of Medina County, Ohio. The parties hereby consent to submit themselves to the jurisdiction of such courts.
9. The parties agree to bear their own respective legal costs.
10. This MOU may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Medina, Ohio, the day and year first above written.

City of Medina,
An Ohio Municipal Corporation

By: _____
James Shields, its Mayor

Medina Metropolitan Housing Authority,
A public body corporate and politic organized
and existing under the laws of the State of Ohio

By: _____
Thomas O'Connell, Executive Director

Approved as to legal form and correctness:

Gregory A. Huber, Director of Law
City of Medina

STATE OF OHIO)
) ss:
MEDINA COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by James Shields, Mayor of the City of Medina, an Ohio municipal corporation, on behalf of the City of Medina.

NOTARY PUBLIC

STATE OF OHIO)
) ss:
MEDINA COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Thomas O'Connell, Executive Director of the Medina Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio, on behalf of the Medina Metropolitan Housing Authority.

NOTARY PUBLIC

RCA 26-145-7/13

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

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

Date: 7/1/2026Department: Civil Service / Finance / ITAmount requested: \$35,000
*Fill below for increases only*BOC Approval Date: _____
(Finance Use Only)

Increase Amount: _____

New PO Total with increase: _____

Account Number: see belowVendor: Governmentjobs.com, Inc Vendor #: _____Department Head/Authorized Signature: *[Signature]*

Item/Description:

The IT, Civil Service and Finance Departments respectfully requests approval of
governmentjobs.com as a new vendor and for the approval of an expenditure
for software that will assist with recruiting and onboarding of new employees.

Costs to be split as follows:

001-0723-52214 - \$1,224.85, 001-0703-53315 \$9,312.45 (\$5,332.30 + 3,980.15),001-0707-53315 \$9,987.30 (\$5,332.30+\$3,980.15+674.85)388-0714-53315 \$7,237.70, 001-0723-53315 \$7,237.70The contract has been submitted to the Law Director for his review.-----
FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

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

Revised:

5/7/2025

REQUEST FOR COUNCIL ACTION

No. RCA 26-146-7/13

FROM: Civil Service Commission

Committee: Finance

DATE: 7/6/2026

SUBJECT: Revision of Civil Service Rule V (D)

SUMMARY AND BACKGROUND:

The Civil Service Commission respectfully requests City Council to consider and accept a revision to Civil Service Rule V (D) Filing of Applications:

"Unless otherwise permitted, all applications must be filled out at the Civil Service office in Medina, Ohio. Applications will be accepted only if received before the time fixed in the announcement of examination as the last date and time for filing; however, the time for filing may be extended if the Commission determines that there is just and sufficient cause."

Law Director Huber has reviewed and suggested the following changes on 7/1/26 (attached):

"Unless otherwise permitted, all applications may be filed electronically, or at the Civil Service Office in Medina, Ohio during regular office hours or at such other place or places designated by the Civil Service Commission, and within the time limit fixed by the official notice of the examination."

Updating this language will allow for future implementation of Applicant Tracking software which will streamline the hiring and on-boarding process across all departments.

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

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



MEMO

TO: Kimberly Leightner, Civil Service Commission Secretary

FROM: Gregory A. Huber, Law Director

DATE: July 1, 2026

RE: Civil Service Rule Amendment

In response to your email of June 16, I would recommend that we amend Civil Service Rule V (D) to state as follows:

Unless otherwise permitted, all applications may be filed electronically, or at the Civil Service Office in Medina, Ohio during regular office hours or at such other place or places designated by the Civil Service Commission, and within the time limit fixed by the official notice of the examination.

I think the amendment above makes it a little clearer that electronic submission is acceptable and gives to the Civil Service Commission the maximum amount of flexibility with respect to this issue.

If you have a questions, please not hesitate to contact me.

Very truly yours,

Gregory A. Huber

GAH:dmh

REQUEST FOR COUNCIL ACTION

No. RCA 26-147-7/13

FROM: Kimberly Marshall, Economic Development Director Committee: Finance

DATE: July 7, 2026

SUBJECT: ODOT Brownfield Remediation Program – T&M Associates

SUMMARY AND BACKGROUND:

This request is to authorize the Mayor to enter into a Professional Services Agreement with T&M Associates for Consulting Services to implement the Ohio Dept of Development Brownfield Remediation Program – Assessment Grant for the S Elmwood Parking Lot project

The Agreement is subject to the Law Director's review and approval.

Per Mr. Coyne can add to Finance & Council agendas w/ E.C.

Not to Exceed
Estimated Cost: *\$242,360.00*
Suggested Funding: *5 - \$242,063.66*
Sufficient funds in Account No. *109-0408-52219 - No match*
• Transfer needed from Account No. *143-0708-52215 - \$296.34*
to Account No.
NEW APPROPRIATION needed in Account No.
Emergency Clause Requested: **YES**
Reason: To begin work as soon as possible.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 115-26
7-13-26

Kathy Patton

From: Kimberly Marshall
Sent: Wednesday, July 8, 2026 10:18 AM
To: Kathy Patton
Cc: Kimberly Marshall
Subject: S Elmwood Grant

Kathy,
I took this off the state announcement for S Elmwood Parking Lot.

City of Medina (Medina County) Project Name: South Elmwood Avenue Parcel #028-19A-21-406
\$242,360 Assessment This project will complete Phase I and II environmental assessments on a parcel historically used for auto service and repair, with potential petroleum and solvent releases and possible impacts from former gas stations nearby. The investigation will include geophysical surveying, trenching, soil and groundwater sampling, and vapor assessment to determine cleanup needs and prepare the site for redevelopment as a new parking lot serving the adjacent Legacy Hotel and Convention Center. The project is expected to create 380 new jobs.

Kimberly Marshall
Economic Development Director
City of Medina
132 N Elmwood Ave
Medina, OH 44256
330-764-3319



T&M ASSOCIATES PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this _____ day of July, 2026 (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	T&M Associates
Name: The City of Medina, Ohio (the "Client")	Name: T&M Associates ("T&M")
Address 1: 132 N. Elmwood Ave.	Address 1: 4675 Lakehurst Court
Address 2:	Address 2: Suite 250
City: Medina	City: Columbus
State/Zip: OH/44256	State/ Zip : OH/43016

2. GENERAL SCOPE OF SERVICES TO BE PERFORMED

Provide General Description of Scope of Services: *Assist the Client with implementation of the Ohio Dept. of Development Brownfield Remediation Program Assessment Grant for the South Elmwood Avenue Property.* The specific Services performed under this Agreement are detailed in the Proposal/Scope of Services attached hereto and made a part hereof.

3. AGREEMENT

The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement:

- Exhibit A: Proposal/Scope of Services
- Exhibit B: Standard Terms and Conditions for Professional Services
- Exhibit C: Summary of Standard Charges

4. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

CLIENT	T&M Associates
Signature:	Signature:
By: The City of Medina, Ohio	By: T&M Associates
Name:	Name: T. Donald Pinto, PE, CP
Title:	Title: Vice President

EXHIBIT A T&M ASSOCIATES PROPOSAL/SCOPE OF SERVICES

T&M's General Scope of Services will be as detailed in the following attachment:

1. Letter proposal from T&M Associates to The City of Medina dated July 6, 2026, 3 pages.



YOUR GOALS. OUR MISSION.

July 6, 2026

Ms. Kimberly Marshall
Economic Development Director
City of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256

Re: Proposal for Implementation of ODOD Brownfield Remediation Program
Assessment Grant for the South Elmwood Avenue Property

Dear Ms. Marshall:

Thank you for the opportunity to submit our proposal to assist the City of Medina, Ohio with the above-referenced project. Presented below are our proposed scope of services, budget and schedule for execution of the project.

PROJECT HISTORY/UNDERSTANDING

The Ohio Department of Development (ODOD) created the Brownfield Remediation Program (BRP) to award grants for the assessment and remediation of brownfield sites throughout Ohio. The City of Medina, Ohio was recently awarded a \$242,360 ODOD BRP grant to perform an environmental assessment of the South Elmwood Avenue Property located at South Elmwood Avenue, Medina, OH 44256, Parcel #028-19A-21-406. The property was historically used as an auto service/repair yard and was subsequently converted to a commercial parking lot by the neighboring auto parts store. The property was acquired in May 2024 by the Medina City Development Corporation.

Environmental assessment of the property is an integral part of the success of the Legacy Hotel and Convention Center that is currently under construction across the street. The property is to be assessed to eventually allow for redevelopment to provide additional parking for the hotel and convention center, scheduled to open in the second half of 2026. The proposed new parking lot will more than double the current available parking spaces for the newly constructed hotel and convention center.

PROPOSED PROJECT APPROACH

Our proposed approach is based on our understanding of the property history and the need for an accelerated assessment schedule to meet the parking requirements of the new Legacy Hotel scheduled to open in the near future. Our expeditious property assessment approach will include the following tasks:

Task 1 - Kickoff Meeting with City to Schedule Activities/Tasks

At the beginning of the project, we will participate in a kickoff meeting with the City of Medina representatives to present the required assessment tasks and their anticipated schedules for completion. Understanding the City's preferred schedule to begin construction of the parking lot will allow us to establish how we can accelerate certain assessment tasks by conducting them concurrently and procuring subcontractor services and availability commitments upfront. Once finalized, we will present the City with the proposed project schedule accelerated to meet City requirements to the maximum extent possible.



Task 2 - Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (ESA) is a desktop study conducted to determine if there is a potential for releases of hazardous substances or petroleum to the property from historical or current uses on or adjacent to the property. The Phase I ESA will be completed in general accordance with the requirements of the USEPA, ASTM, and Ohio Voluntary Action Program (VAP) standards. We have already completed many of the required elements of the Phase I ESA of our own accord including the property reconnaissance and historical records review.

Task 3 - Phase II ESA Sampling & Analysis Plan

Because of the historical uses of the property as an auto service/repair yard, there is the potential for releases of hazardous substances or petroleum associated with gasoline, diesel, motor oil, lubricants, and heavy metals (from parts machining and leaded gasoline for example). We will accordingly prepare a Sampling & Analysis Plan (SAP) for the Phase II investigation detailing the regime for soil, groundwater and soil gas sampling, as warranted. We will prepare the Phase II SAP concurrently with the Phase I ESA.

Task 4 - Geophysical Survey

Our first field investigation step is to perform a geophysical survey of the property, using electromagnetic locating (EM) and ground-penetrating radar (GPR), to identify subsurface anomalies such as underground storage tanks (USTs), sumps and vaults associated with historical property uses. The geophysical survey will also reveal underground utilities such as electric, gas, water and sewer lines to be avoided during the field investigation.

Task 5 - Exploratory Trenching/Surface Concrete Removal

If the property is paved with concrete reinforced with metal rebar, the rebar will likely cause interferences with the geophysical instrument readings. Accordingly, the surface concrete will have to be removed to provide more accurate geophysical instrument readings. Once the surface concrete has been removed, the geophysical survey will be performed to identify buried anomalies. Should any anomalies be identified, we will perform exploratory trenching to unearth the anomalies and determine whether they are a cause for environmental concern,

Task 6 - Phase II Field Sampling Activities

In accordance with the SAP, our Phase II field investigation will include the installation of soil borings, groundwater monitoring wells, and soil gas probes, as warranted. Investigative and QA/QC samples will be sent to a regional analytical laboratory for rush turnaround of the sample results,

Task 7 - Property Sampling Locations Survey

We will subcontract a local Ohio-licensed professional surveyor to establish the soil boring and groundwater monitoring well locations and elevations. This information will be required to determine groundwater flow direction and for fate and transport modeling of contaminants, if found in the groundwater). The survey will be conducted concurrently with the Phase II field sampling activities.

Task 8 - Analytical Results Evaluation/Property-Specific Risk Assessment

Upon receipt of the analytical results from the laboratory, we will compare them with the action levels provided by the Ohio VAP. Because the VAP action levels are based on very conservative human exposure scenarios, we may conduct a property-specific risk assessment (PSRA) using realistic exposure scenarios for any parameters that exceed their VAP action levels. The goal of the PSRA is to identify, evaluate, and mitigate any hazards posed by those parameter exceedances.



Task 9 - Phase II Site Assessment Report

We will prepare the Phase II ESA Report summarizing the field activities conducted and the investigative sampling results. We are anticipating that no issues of environmental concern will be identified that cannot be mitigated with institutional controls (such as limiting human exposure by paving the entire property as part of the new hotel's parking lot). In the very unlikely event that gross contamination that cannot be addressed with institutional controls is found, we will provide recommendations for next steps in terms of additional investigation/remediation required.

Task 10 - Backfill, Compaction and Grading

Site restoration will include backfilling, compaction, and grading requirements to be determined in consultation with the City of Medina Engineer. The goal of site restoration is to leave the property in a ready state for construction of the new hotel parking lot. We anticipate site restoration activities can be commenced immediately once the results of the analytical results evaluation/PSRA are known.

PROPOSED BUDGET AND SCHEDULE

Our not-to-exceed budget for the proposed scope of services is **\$242,360**. Labor and expenses will be billed on a time and materials basis in accordance with a Professional Services Agreement to be executed with the City of Medina, Ohio.

We can begin working on this project immediately upon receiving the authorization to proceed from the City of Medina. The actual schedule will be dependent on the scheduling discussions outlined in Task 1 and well as the availability of the required subcontractors (geophysical surveyor, driller, etc.); however, we anticipate being able to complete the project within 3-4 months. We can provide the City with a more detailed schedule for each project task following the completion and obtaining the results of the preceding task.

We appreciate the opportunity to provide you with our proposal and look forward to hearing from you. Please feel free to contact me at 614-314-0105 if you have any questions or comments.

Sincerely,

T&M ASSOCIATES

T. Donald Pinto, PE BCEE
Vice President

EXHIBIT B
T&M ASSOCIATES
STANDARD TERMS AND CONDITIONS

Attachments included in this section:

1. Standard Terms and Conditions for Professional Services (6 pages).



STANDARD TERMS AND CONDITIONS FOR ENVIRONMENTAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (the "Services"). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (the "Additional Services") and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M in accordance with the payment terms herein, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M.

5. CONFIDENTIALITY.

All information which the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project which the Client designates as confidential, except (I) to the Client or parties designated by the Client; (II) in response to a subpoena or other similar legal requirements; and / or (III) if withholding such information could create risk of significant harm to the public. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Any information which is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Both Parties may retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes only. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but do not represent or warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for bids or construction, competitive bidding markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors, and their respective subs, employees, or agents, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*Including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (I) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (II) concealed conditions are encountered in the performance of the Services; or (III) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization.

The Client shall provide to T&M all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (I) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (II) concealed conditions be encountered in the performance of the Services; (III) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (IV) unknown physical conditions below

the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter, collectively, the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing.

10. HAZARDOUS CONDITIONS.

In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and / or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities.

11. INFORMATION PROVIDED BY CLIENT.

The Client shall provide to T&M all information known about the Project Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.

12. REPORTING REQUIREMENTS.

The Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the appropriate environmental Agency about conditions at the Project Site as set forth in state or federal laws, statutes or guidelines and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by laws, statutes, regulations or guidelines. In the event any condition is observed by the T&M Environmental Specialist that warrants a notification to the appropriate State Agency in accordance with State laws, statutes or guidelines, T&M will endeavor to notify the Client prior to notifying said Agency.

13. CLIENT NOTICE TO THIRD PARTIES.

The Client acknowledges that if the Client is not the Project Site owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person / entity responsible for conducting

remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by T&M, as defined within the proposed Scope of Services. Client will provide written consent of the Project Site owner for T&M to access the Project Site and to provide the environmental services proposed.

14. CLIENT DELAY OR TERMINATION OF REMEDIAL WORK.

The Client acknowledges that a State or Federal Agency may impose upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and / or party who is responsible for the remediation of a discharge at the Project Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Project Site, and relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any liability arising from the cessation of work. Furthermore, the Client acknowledges that the T&M Environmental Specialist has an obligation to notify the appropriate agencies that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with the environmental program.

15. REMEDIAL FAILURE.

The Client acknowledges that while the work performed by T&M shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedial failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. The Client agrees to release T&M from any liability arising from any future remedial failure.

16. ENVIRONMENTAL SPECIALIST TERMINATION OF SERVICES.

The Client acknowledges that the T&M may terminate services on this Project for any reason and the termination shall relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any further obligations or liability to continue work on the site. The Client acknowledges that the Client's failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Project Site.

17. USE OF ARTIFICIAL INTELLIGENCE.

T&M may utilize artificial intelligence (AI) technologies in performance of the Services. T&M's use of AI will comply with all applicable laws and regulations and the requirements of these Terms and Conditions. Client acknowledges and consents to T&M's use of AI in providing the Services.

18. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

19. CONSEQUENTIAL DAMAGES.

To the maximum extent permitted under applicable law, in no event shall T&M be liable in contract, tort, strict liability, or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities.

20. INSURANCE.

- a. **LIMITS.** T&M shall maintain for the term of this project the following types of insurance and limits: (i) Worker's Compensation and Employer's Liability Insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. **WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity did not pay the insurance premium directly or indirectly, or (b) whether or not the person or entity had an insurable interest in the damaged property.

21. LIMITATION OF LIABILITY.

To the maximum extent permitted under applicable law, the Client and T&M agree that the total liability in contract, tort, strict liability or otherwise, in the aggregate, of T&M and T&M's officers, directors, employees, and agents to Client, and anyone claiming by, through, or under Client, for any and all losses, judgments, injuries, claims, expenses, costs and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to T&M's total fee for Services rendered on the Project. The Client hereby releases T&M from any liability above such amount.

22. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

23. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

24. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

25. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

26. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.

27. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

28. SURVIVAL.

The express representations, waiver of consequential damages and the limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement and the termination of this Agreement for any reason.

29. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

30. ENTIRE AGREEMENT.

This Agreement (*consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization or purchase order whatsoever, verbal or written, for the commencement of T&M's Services or Additional Services, or any portion thereof, prior to the Client's execution of this Agreement, these terms and conditions, including the terms of payment herein, shall govern the Services and Additional Services, if any, performed by T&M and

shall be binding upon the Parties. Any terms and conditions included in or attached to a purchase order or work authorization issued by Client following the execution of this Agreement shall be null and void and not binding upon the Parties, unless both Parties agree to amend this Agreement with such terms and conditions in an amendment signed by both the Client and T&M. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.

EXHIBIT C
T&M ASSOCIATES
SUMMARY OF STANDARD CHARGES

Attachments included in this section:

1. 2026 Fee Schedule (1 page).
2. Schedule of Miscellaneous Charges (1 page).



2026 FEE SCHEDULE

Billing Titles	Billing Rate/Hour
Technical and Field Staff Entry Level	\$75
Field Staff - Grade 1	\$85
Technical Staff - Grade 1, Administrative Support Staff	\$90
Field Staff - Grade 2	\$100
Technical Staff - Grade 2 Professional Entry Level	\$115
Field Staff - Grade 3	\$115
Technical Staff - Grade 3	\$125
Field Staff - Grade 4	\$125
Technical Staff - Grade 4 Professional I	\$145
Field Staff - Grade 5	\$145
Technical Staff - Grade 5 Professional II	\$155
Professional III Supervising Field Staff	\$165
Professional IV Supervising Technical Staff	\$185
Professional V (Field & Support)	\$185
Professional V	\$205
Supervising Professional Unit Supervisor, Professional VI	\$225
Group Manager Professional VII	\$240
Principal, Manager, Professional VIII, IX	\$250

Effective January 1, 2026



2026 FEE SCHEDULE

SCHEDULE OF MISCELLANEOUS CHARGES

CONTRACTED SERVICES including subconsultants,
contracted labor, sub professionals and
subcontractors.....Invoice
Cost

DIRECT EXPENSES

- **Disbursements to agencies, vendors & suppliers**
Including equipment, interstate transportation; permit, application,
review & similar fees; printing, plotting, reproduction, binding &
other graphic services; outside computer services; title, research and
data services; Courier and express services; project field office
expense; & out-of-state telephone costs.....Invoice
Cost
- **Other charges:**
 - Mileage Commensurate
With IRS
Guidelines
 - Travel and Subsistence Invoice
Cost

Effective January 1, 2026

REQUEST FOR COUNCIL ACTION

No. RCA 26-148-7/13
Committee: Finance

FROM: Jansen Wehrley ^{Jsw}
DATE: July 8, 2026
SUBJECT: 2026-2027 Municipal Deer Control Program Approval
SUMMARY AND BACKGROUND:

Requesting Council approval of the 2026–2027 Municipal Deer Control Archery Hunting Permit Rules and Regulations, along with the public property locations designated for archery hunting and targeted deer removal.

Archery locations include:

Huffman Cunningham Park, Weight Station, Mckee Property, Jaycee Park, Liberty Park, Vacant parcel on W. Sturbridge, City owned railroad property on W. Smith Road, and Ken Cleveland Park.

Potential targeted deer removal locations include:

Reagan Park, Sycamore Park, Sam Masi Park, Roscoe Ewing Park, Huffman Cunningham Park, Fred Greenwood Park, Ray Mellert Park, Stanberry and Maxine Nichols Park, Liberty Park, Kuehn-Todd Conservation Area, Ken Cleveland Park, Jaycee Park, Mckee Property, Weight Station, City railroad right of way, and Spring Grove Cemetery.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



**City of Medina
Municipal Deer Control Permit Information Sheet**

The following information will help guide you through the process of obtaining a Municipal Deer Control Permit, as outlined in Chapter 505.11 of the City of Medina Codified Ordinances.

The following items are needed to process the Deer Hunting Permit application:

- ☐ **Municipal Deer Control Permit Application**
- ☐ **Property Owner Permission and Agreement Form (2 pages)**
A signed agreement for each property contained within the total acreage is required. The signer of the agreement must be the homeowner, as recorded by the Medina County Auditor. (The police department will mail the signed copy to the homeowner.)
- ☐ **Copy of State of Ohio hunting license and deer permit** (If the only property included in the application is owned by the applicant, their spouse, or parents then proof of successfully passing a hunter education course, or other pre-approved equivalent type of safety training, is required)
- ☐ **Copy of applicant's driver's license or state ID card**
- ☐ **Copy of the Hunters Declaration page of homeowner/renter insurance policy indicating personal liability insurance coverage of at least \$100,000.00**
- ☐ **Stand coordinates or map of the property with boundaries outlined and location of the stand**
- ☐ ***Stand inspection (new stand locations only).***
- ☐ ***Proof of 5 previous deer harvests or 5 years hunting experience (can be found in ODNR login)***

After inspection and review of the application package, the Mayor or his designee may require additional information if deemed necessary. If there are no other conditions or restrictions, then the permit will be issued. This process may take up to two weeks.

For questions, please contact Lieutenant Marcum at 330-725-7777 / smarcum@medinaoh.org
Monday-Friday between 8:30 am -4:30 pm.

2026-2027 Archery Season: September 26, 2026 – February 7, 2027



RULES & REGULATIONS

The following rules are in addition to the ODNR rules and regulations. All hunters must adhere to any state rules or laws about hunting as outlined in Chapters 1531 and 1533 of the Ohio Revised Code and Medina Ordinance 162-22 located in Chapter 505.11 of the City Code of Ordinances or any other rules enacted under those chapters.

- Hunter must be at least 21 years old to participate in the program
- Hunter must provide proof of five years of experience OR provide proof of 5 deer harvests.
- Hunter must notify the **Police Dept. (330-725-7777)** before going out each day and at the end of each day.
- Hunter must ONLY use legal archery equipment as described in OAC 1501:31-15-11-(C)-(1)
- Hunter must not hunt deer with the aid of an electronic calling device or light.
- Bowhunting must take place 30 minutes before sunrise to 30 minutes after sunset.
- Hunter must carry a valid hunting license (if required), property owner(s) permission letter, and all permits at all times and must be able to provide all of those documents to any police officer or game official as prescribed by the Ohio Division of Wildlife.
- If the only property included in the application is owned by the applicant, their spouse, or parents then proof of successfully passing a hunter education course, or other pre-approved equivalent type of safety training, is required.
- In addition to checking deer with the state (www.ohiogamecheck.com or call 1-877-TAGITOH), the hunter must notify the City within 24 hours of the hunt and submit a photo of the harvest (ph: 330-725-7777 / email smarcum@medinaoh.org)
- Hunter must remove entrails from the owner's property unless otherwise agreed to by the owner.
- Animals may not be field-dressed in view of the public.
- If a deer leaves the property(ies) the permit was issued for the hunter shall notify the **Police Dept. (330-725-7777)** IMMEDIATELY. The hunter may only retrieve said deer after obtaining that property owner's approval.
- Hunter may not trespass on any adjoining property without permission.
- All equipment must be removed from the area covered under the City permit no later than two weeks after the expiration date of said permit, including, but not limited to, tree stands and ladders.
- Hunter must harvest an antlerless deer prior to an antlered deer

The City of Medina Hunting Rules and Regulations and the City of Medina's Codified Ordinance 162-22 are on our website at www.medinaoh.org.

****The Mayor or designee shall have the right to refuse or revoke any hunting permit he deems necessary to ensure the safety of the City and the Residents.****

2026-2027 Archery Season: September 26, 2026 – February 7, 2027

**City of Medina
Municipal Deer Control Permit Application**

Name of Applicant

Cell Phone Number

Address

City/Zip

Email

☐

Please check if this is a NEW STAND location (requires inspection)

I acknowledge that only bow hunting of white-tailed deer is permitted in the City of Medina. I further agree to release, indemnify and hold harmless the City of Medina, its employees agents and representatives, from all liability arising from my archery activities. I further hereby acknowledge that any false information discovered in this application for a Municipal Deer Control Permit is punishable under the City of Medina's Codified Ordinance 162-22 and reason for immediate denial of this application or revocation of any permit.

I certify that I understand the provisions of this permit as regulated under city ordinance 505.11. I also understand that I must adhere to any state rules or laws pertaining to hunting as set forth in Chapters 1531 and 1533 of the Ohio Revised Code or any other rules enacted in accordance with those chapters.

Signature of applicant

Date

Items to be included in the application:

- ☐ Property Owner Permission and Agreement Form (2 pages) for each property
- ☐ Copy of State of Ohio hunting license and deer permit (If the only property included in the application is owned by the applicant, their spouse, or parents then proof of successfully passing a hunter education course, or other pre-approved equivalent type of safety training, is required)
- ☐ Copy of applicant's driver's license or state ID card
- ☐ Provide proof of five years of experience OR proof of 5 deer harvests.
- ☐ Stand coordinates or map of the property with boundaries outlined and location of the stand

Property Owners(s) Permission & Agreement Form

2026-2027 Archery Season: September 26, 2026 – February 7, 2027

WHEREAS, the PROPERTY OWNER(S) wishes to permit the HUNTER to hunt on the referenced property in accordance with Chapter 505.11 of the Codified Ordinances of the City of Medina, and

WHEREAS, the PROPERTY OWNER and HUNTER wish to set forth terms and conditions under which the hunting shall take place

The PROPERTY OWNER hereby grants permission to the HUNTER to hunt on the PROPERTY OWNER'S land during the *State of Ohio Division of Wildlife* archery season; or at other times under an *Ohio Division of Wildlife Deer Damage Control Permit*, provided that the terms and conditions set forth in accordance with City of Medina's Codified Ordinance 162-22 are satisfied.

The Hunter and Property Owner(s) accept FULL RESPONSIBILITY. They will conduct all activities in a safe, legal, and responsible manner and agree to release, indemnify, and agree not to hold the City of Medina, its employees, officers, and agents from all liability associated with personal injury and/or property damage, loss and expense, including, but not limited to damages, legal fee and cost of defense in any matter arising from the archery activities.

HUNTER NAME

X _____
Hunter Signature(s)

Date: _____

PROPERTY OWNER NAME(S)

Parcel #(s): _____

Home Phone: _____ Cell Phone: _____

Hunting Property Address _____

Property Owner Address _____
If different than Hunting address

X _____
Property Owner Signature(s)

Date: _____

2026-2027 Archery Season: September 26, 2026 – February 7, 2027

Provide one Agreement for each property owner

Initial As a guest on the Property Owners land, the hunter Agrees to:

- Park their motor vehicle in areas designated by the Property Owner and place notification and an ID form on the vehicle's windshield while hunting.
- Conduct themselves in a legal and ethical manner.
- Respect the Property Owners Land as if it were their own; not to litter and leave the property in the same condition as the hunter found it.
- Assume responsibility for liability for any injury or damage to property or persons.
- Remove all equipment from the area no later than 2 weeks after permit expiration date.
- Remove entrails from the property, unless otherwise allowed by the Property Owner, and not field dress in view.

Initial The Property Owner agrees to:

- Limit the number of Hunters to a maximum of two (2) Hunters at once unless otherwise determined by the Mayor or his designee.
- Consent to the entry upon the hunting property by Medina Police or other persons designated by the Mayor to enforce the provisions of this chapter.
- Notify the Hunter and Mayor's office **immediately** if consent to hunt has been modified or revoked.

Upon permit approval, copies of the executed agreement are mailed to both parties at the addresses listed on page 1 of this agreement.



Municipal Deer Control Application for Archery Hunting on Public Property

Applicant:

Name: _____ Driver License Number: _____

Address: _____ City: _____

State: _____ Phone: _____

E mail: _____

Eligibility Requirements:

- 21 years of age or over
- Valid Hunting License
- Copy of Hunters Declaration page of Homeowner / Renter Insurance policy indicating personal liability insurance coverage of at least \$100,000.00
- Hunter Education Certificate

Items to be submitted with your application include:

- ☐ A copy of your Driver's License or State ID and
- ☐ A copy of harvest report from the Department of Natural Resources. Scan the QR Code and Login. Select view and print your certificate



Locations:

Huffman Cunningham Park	PPN 02819B11101, 02819B08001
Weight Station	PPN 02919A14141, 02919A10036
McKee Property	PPN 02819D03124
Jaycee Park	PPN 02819D11075, 02819D15085, 02819D11070
Liberty Park	PPN 02919A11024
W. Sturbridge	PPN 02819C14035
W. Smith Railroad	PPN 02819A
Ken Cleveland	PPN 02819D09169, 02819D13061

**** Stand locations pre-determined by the Medina Police Department and stand placement will require an inspection**

All applications should be received no later than August 31.

Selected Applicants will be notified by e mail in early September.

Applications can be e mailed to: smarcum@medinaoh.org or mailed to: Medina City Police Department

150 W. Friendship Street Medina OH 44256

REQUEST FOR COUNCIL ACTION

No. RCA 26-149-7/13
Committee: Finance

FROM: Jansen Wehrley ^{TSW}
DATE: July 8, 2026 
SUBJECT: Cooperative Services Agreement- USDA
SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to enter into contract with the United States Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services for assistance with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the City of Medina.

Agreement has been reviewed and approved by the law director.

Estimated Cost: \$89,732.49

Suggested Funding: 001-0707-52215

Sufficient funds in Account No.

transfer needed from Account No.

to Account No.

- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

COOPERATIVE SERVICE AGREEMENT
between
CITY OF Medina (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS-WS program while assisting the Cooperator with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

CITY OF Medina:

Edward Kinney
Chief of Police
132 N. Elmwood Avenue
Medina, OH 44256
Phone: 330-725-7777
Email: ekinney@medinaoh.org

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees if applicable.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA/APHIS/WS:
John Paul Seman, State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: john.p.seman@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to

conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **10/1/2026** and shall continue through **9/30/2027**. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 34-6001856

APHIS-WS's Tax ID: 41-0696271

Cooperator:

Jim Shields Mayor
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256
Phone: (330) 722-9020

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

John Paul Seman, State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444

Date

Keith P. Wehner
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between the City of Medina and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To assist the City of Medina with meeting the objectives of their White-tailed Deer Management Plan, to help reduce damage and public safety threats caused by white-tailed deer.

Plan of Action

This work plan is contingent upon an approved deer management plan between the City of Medina and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and also the issuance of any other Municipal permits if applicable.

Through the implementation of management measures described below, APHIS-WS will assist the City of Medina with the sharpshooting and baiting portion of their White-tailed Deer Management Plan.

APHIS-WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the City of Medina. APHIS-WS will coordinate with the City of Medina project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS-WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the City of Medina using rifles equipped with noise-suppression devices. APHIS-WS will collect and transport whole carcasses to a predetermined City of Medina facility and process deer (eviscerate/gut). APHIS-WS will collect all data; live weight, sex, age, fetus counts. APHIS-WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the City of Medina's choice. APHIS-WS will invoice the City of Medina as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for **up to** 200 deer. The 200 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a place holder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 200 deer for the year and the City of Medina would only be invoiced for the deer removed. If more than 200 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. The ability of APHIS-WS to reach city goals is also dependent on the availability of sites at the time operations take place. APHIS-WS will deliver deer to the processor/butcher the following morning after removal efforts. APHIS-WS will conduct removal activities between October 1 and March 31 of the removal season. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

City of Medina will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS-WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be present and reachable via cellular phone during removal activities.
- Provide a centralized site for the processing of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity, heat, and table or writing surface.
- Provide yearly white-tailed deer population estimates or data that supports program goals.
- City of Medina law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations if applicable.
- City of Medina law enforcement shall be available during removal operations and in direct communications with APHIS-WS.
- City of Medina shall arrange for donation of the meat and provide APHIS-WS with that information to provide to the processor/butcher.
- City of Medina shall maintain records as required by ODW and report results to ODW and APHIS-WS upon completion of the program.

Monitoring of Accomplishments

APHIS-WS will provide a final annual report to the City of Medina no later than April 30 of the removal year.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$40,203.50
Travel		\$0
Vehicles		\$2,728.64
Other Services		\$26,000.00
Supplies and Materials		\$840.00
Equipment		\$800.00
Subtotal (Direct Charges)		\$70,572.14
Pooled Job Costs	11.00%	\$7,762.94
Indirect Costs	16.15%	\$11,397.40
Aviation Flat Rate Collection		\$0
Agreement Total		\$89,732.49
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$89,732.49 APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.		

Financial Point of Contact:

Keith Dirham
City of Medina
132 N. Elmwood Ave
Medina, Ohio 44256
kdirham@medinaoh.org

Patricia De Graff,
USDA, APHIS, WS
8540 Coonpath Rd. NW
Carroll, Ohio 43112
Phone: (614) 595-2396
Patricia.a.degraff@usda.gov

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: July 7, 2026

SUBJECT: Medina Railroad Maintenance & Repairs

NO. RCA 26-150-7/13

COMMITTEE

REFERRAL: Finance

This request asks Council to increase purchase order #2026-0897 from \$35,000 to \$55,000 in order to cover unexpected railroad repairs.

We've had six emergency rail repairs in 2026. The total cost of these repairs is \$40,883.

Thank you for your consideration.

ESTIMATED COST: \$20,000

SUGGESTED FUNDING: Railroad Fund

Wintrow Cons

Sufficient Funds in Account Number: 145-0630-54411

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:

Reason:

Yes - These repairs have already been completed.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

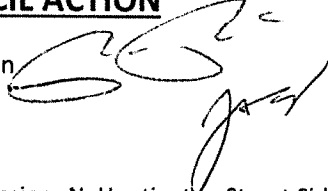
Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

NO. RCA 26-151-7/13

FROM: Patrick Patton 
DATE: July 7, 2026
SUBJECT: Design Discussion- N. Huntington Street Sidewalks

COMMITTEE
REFERRAL: Finance

The City of Medina has been awarded a total of \$614,442 in grant and loan funds (\$484,442 grant; \$130,000 loan) through the Ohio Public Works Commission for the reconstruction of N. Huntington Street from West Homestead to West North Street. This amount consists of 27% of the anticipated construction costs of \$2.28 million.

In the block between West Union Street to West North Street, the existing sidewalks on both sides of the road abut the roadway. This was originally constructed this way because of the 33 foot wide public right of way. With this project we believe we have an opportunity to improve safety by separating the sidewalk from the pavement.

We have developed three different options for sidewalk layout (attaced), we would like to discuss these with the Committee and determine the most preferred option for construction.

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

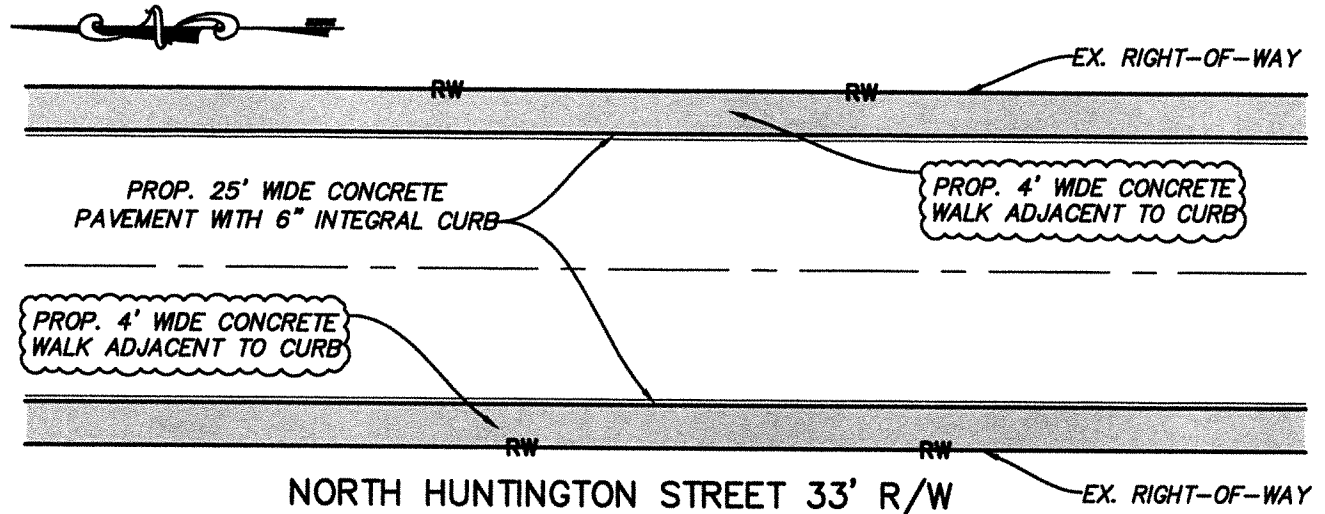
Council Action Taken:

Ord./Res. Number:

Date:

N. HUNTINGTON STREET RECONSTRUCTION, PHASE III

W. NORTH STREET TO W. UNION STREET:
SIDEWALK DESIGN PLAN OPTION "A"



SIDEWALK PLAN OPTION "A" NOTES:

DESCRIPTION:

1. SIDEWALK ALONG THE WEST SIDE OF N. HUNTINGTON STREET WILL REPLACE THE EXISTING WALK AT IT'S CURRENT LOCATION AT A WIDTH OF 4'.
2. SIDEWALK ALONG THE WEST SIDE OF N. HUNTINGTON STREET IN FRONT OF MELLERT PARK AND UNION SQUARE WILL BE SHIFTED 5' BACK TO CREATE A 5' WIDE TREE LAWN AND SEPARATION FROM THE ROADWAY TRAFFIC AND WILL BE INSTALLED AT A WIDTH OF 4'.
3. SIDEWALK ALONG THE EAST SIDE OF N. HUNTINGTON STREET WILL REPLACE THE EXISTING WALK AT IT'S CURRENT LOCATION AT A WIDTH OF 4'.

PROS:

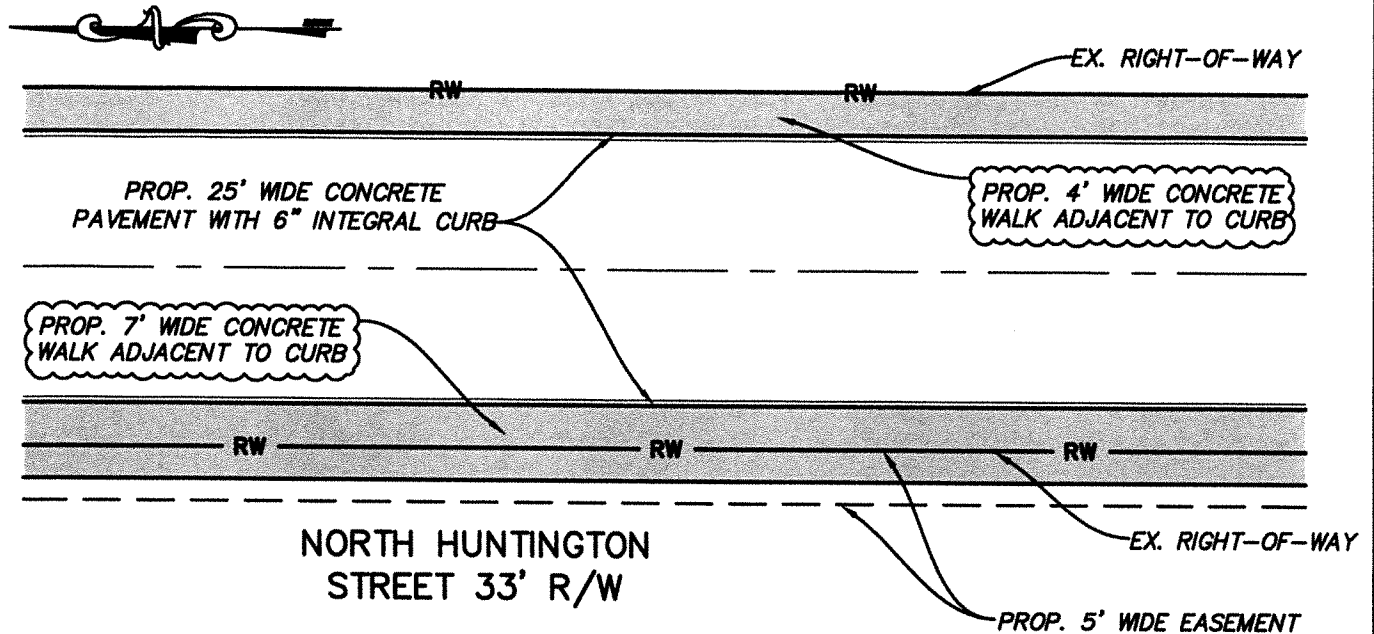
1. LESS INVASIVE TO EXISTING PROPERTIES ALONG N. HUNTINGTON STREET.
2. WILL NOT CHANGE THE EXISTING DRIVEWAY SLOPES.
3. ONLY ONE PERMANENT EASEMENT REQUIRED FOR SIDEWALK INSTALLATION IN FRONT OF UNION SQUARE. ONLY TEMPORARY WORK AGREEMENTS REQUIRED FOR THE INSTALLATION OF THE PROPOSED SIDEWALK.

CONS:

1. DOES NOT MEET THE MINIMUM FEDERAL GUIDELINE WIDTH SUGGESTED FOR SIDEWALKS INSTALLED ADJACENT TO CURBS.
2. LIMITED ROOM FOR PEDESTRIANS WALKING ADJACENT TO TRAFFIC.

N. HUNTINGTON STREET RECONSTRUCTION, PHASE III

W. NORTH STREET TO W. UNION STREET:
SIDEWALK DESIGN PLAN OPTION "B"



SIDEWALK PLAN OPTION "B" NOTES:

DESCRIPTION:

1. SIDEWALK ALONG THE WEST SIDE OF N. HUNTINGTON STREET WILL REPLACE THE EXISTING WALK WITH A WIDER 7' WIDE SIDEWALK.
2. SIDEWALK ALONG THE WEST SIDE OF N. HUNTINGTON STREET IN FRONT OF MELLERT PARK AND UNION SQUARE WILL BE SHIFTED 5' BACK TO CREATE A 5' WIDE TREE LAWN AND SEPARATION FROM THE ROADWAY TRAFFIC AND WILL BE INSTALLED AT A WIDTH OF 5'.
3. SIDEWALK ALONG THE EAST SIDE OF N. HUNTINGTON STREET WILL REPLACE THE EXISTING WALK AT IT'S CURRENT LOCATION AT A WIDTH OF 4'.

PROS:

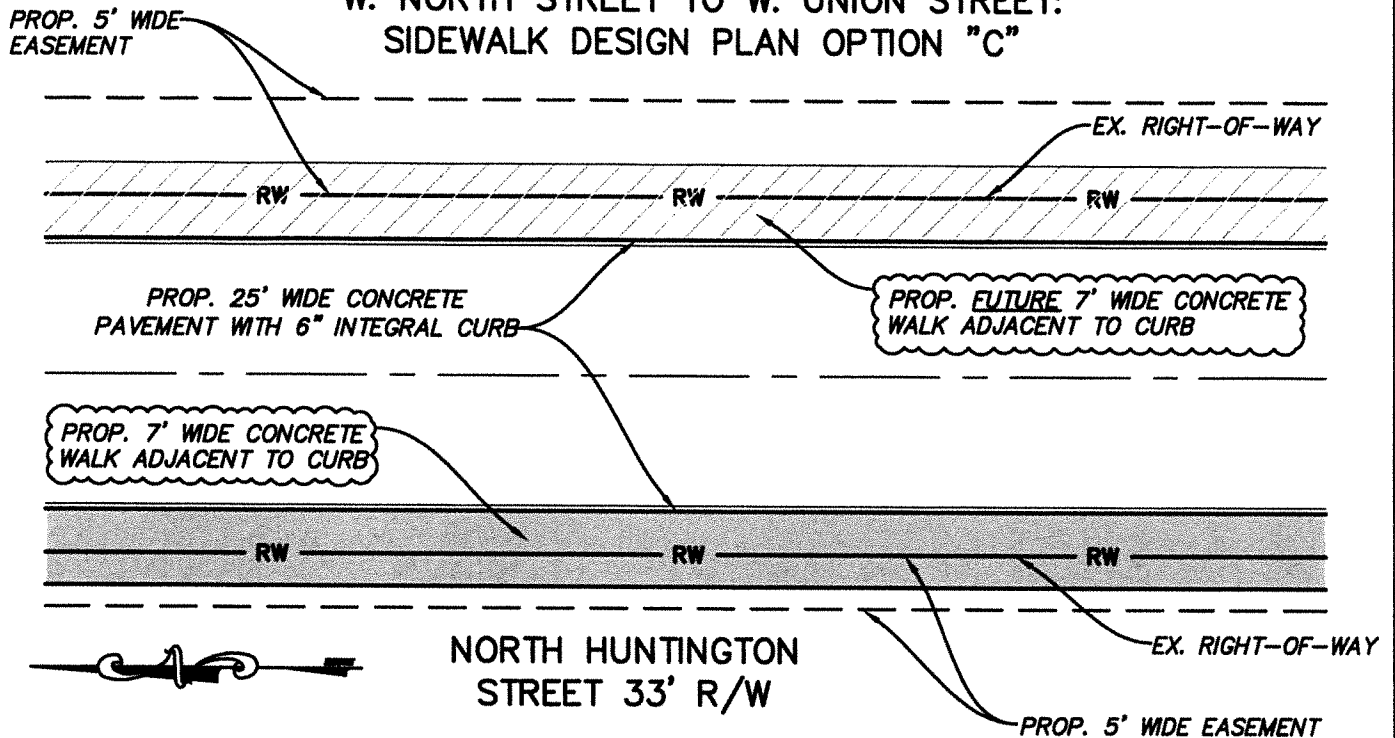
1. SIDEWALK ON THE WEST SIDE OF N. HUNTINGTON STREET WILL MEET THE FEDERAL GUIDANCE FOR SIDEWALK WIDTH.
2. PROVIDES MORE ROOM FOR SEPARATION OF PEDESTRIANS FROM VEHICULAR TRAFFIC ALONG THE WEST SIDE OF N. HUNTINGTON STREET.
3. LESS INVASIVE TO EXISTING PROPERTIES ALONG THE EAST SIDE N. HUNTINGTON STREET.
4. WILL NOT CHANGE THE EXISTING DRIVEWAY SLOPES ON THE EAST SIDE OF N. HUNTINGTON STREET.

CONS:

1. DOES NOT MEET THE MINIMUM FEDERAL GUIDELINE WIDTH SUGGESTED FOR SIDEWALKS INSTALLED ADJACENT TO CURBS ALONG THE EAST SIDE OF N. HUNTINGTON STREET.
2. LIMITED ROOM FOR PEDESTRIANS WALKING ADJACENT TO TRAFFIC ON THE EAST SIDE OF N. HUNTINGTON STREET.

N. HUNTINGTON STREET RECONSTRUCTION, PHASE III

W. NORTH STREET TO W. UNION STREET: SIDEWALK DESIGN PLAN OPTION "C"



SIDEWALK PLAN OPTION "C" NOTES:

DESCRIPTION:

1. SIDEWALK ALONG THE WEST SIDE OF N. HUNTINGTON STREET WILL REPLACE THE EXISTING WALK WITH A WIDER 7' WIDE SIDEWALK.
2. SIDEWALK ALONG THE WEST SIDE OF N. HUNTINGTON STREET IN FRONT OF MELLERT PARK AND UNION SQUARE WILL BE SHIFTED 5' BACK TO CREATE A 5' WIDE TREE LAWN AND SEPARATION FROM THE ROADWAY TRAFFIC AND WILL BE INSTALLED AT A WIDTH OF 5'.
3. SIDEWALK ALONG THE EAST SIDE OF N. HUNTINGTON STREET WILL REMOVED AND NOT REPLACED WITH THIS PROJECT; HOWEVER, ONCE EASEMENTS ARE OBTAINED A 7' WIDE SIDEWALK WILL BE INSTALLED AS A PART OF A SEPARATE PROJECT.

PROS:

1. SIDEWALK ON BOTH SIDES OF N. HUNTINGTON STREET WILL EVENTUALLY MEET THE FEDERAL GUIDANCE FOR SIDEWALK WIDTH.
2. PROVIDES MORE ROOM FOR SEPARATION OF PEDESTRIANS FROM VEHICULAR TRAFFIC ALONG N. HUNTINGTON STREET.

CONS:

1. ADDITIONAL EASEMENTS REQUIRED FOR INSTALLATION OF SIDEWALK AT WIDER WIDTH.
2. ADDITIONAL IMPACTS FOR INDIVIDUAL PROPERTIES DUE TO WIDER SIDEWALK WIDTH.
3. STEEPER DRIVEWAYS DUE TO WIDER SIDEWALK WIDTH.
4. EAST SIDE OF N. HUNTINGTON STREET WILL BE WITHOUT SIDEWALK FOR A PERIOD OF TIME.

REQUEST FOR COUNCIL ACTIONNO. RCA 26-152-7/13

FROM: Patrick Patton

DATE: July 7, 2026

COMMITTEE

REFERRAL:

FinanceSUBJECT: Application for grant assistance with the Ohio Public Works Commission (OPWC)

This request is for Council's authorization to submit a grant application with the Ohio Public Works Commission. We will be requesting a grant in the amount of \$585,000.

We are submitting this request at this time because the grant application is due September 4, 2026. In order to meet this deadline, we will need Council approval at the next regularly scheduled Council meeting (August 24, 2026). Prior to that meeting, we will present cost and grant funding information to the Council.

Finally, please note that in addition to the authorization to submit the grant application, this request asks that if successful, the Mayor be authorized to enter into an agreement with OPWC to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (TBD).

SUGGESTED FUNDING: City share: TBD from 108

Sufficient Funds in Account Number:

Transfer Needed

From:

To:

New Appropriation:

Emergency Clause Requested:

Yes

Reason:

The grant is due no later than September 4, 2026. Due to Council's summer recess, this legislation will not be on Council's agenda until August 24th, so at that point we will need the emergency clause.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

RCA 26-153-7/13
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: 7/7/2026

Department: Engineering

Amount: \$15,000.00

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

Account Number: 145-0630-54411

Vendor: Fritz-Rumer-Cooke Co., Inc.

Department Head/Authorized Signature:



Item/Description:

Increase PO #26-0911 by \$15,000 to a total of \$35,000 to provide federally required railroad
inspection services.

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

Date Approved/Denied by Finance Committee: _____

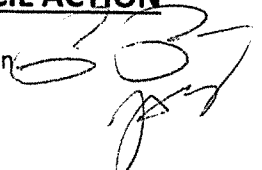
Clerk of council

Date to Finance: _____

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

Revised: 4/25/2023

REQUEST FOR COUNCIL ACTIONNO. RCA 26-154-7/13

FROM: Patrick Patton 
DATE: July 7, 2026
SUBJECT: Sanitary Sewer Easement 1011 Wadsworth Road

COMMITTEE
REFERRAL: Finance

this request asks for Council's to accept a sanitary sewer easement granted to the City by the owner of a property currently being developed for a private residential development. The easement information is as follows:

Address	Parcel
1011 Wadsworth Road	PPN 028-19D-09-087

Per the City's sanitary sewer operating agreement with Medina County, costs for these easements are Medina County's responsibility; there is no cost to the City.

Thank you for your consideration.

ESTIMATED COST: \$0

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number:

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:

Sanitary Sewer Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE and 00/100) Dollar (\$1.00) and other good and valuable consideration recited herein given to STATION 3 PARTNERS LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sanitary sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SANITARY SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Said easement is granted upon parcel number: 028-19D-09-087

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 5019 as shown by plat recorded in Document Number 00PL21000035 of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall observe, maintain, repair, or replace the proposed sanitary sewer and appurtenances if any maintenance issues arise. Grantee will be responsible for all excavation and backfill associated with any such maintenance activities, but all surface restoration and storm sewer replacement will be the responsibility of the Grantor.
2. Grantee shall have no responsibility or liability for any foundation or foundation wall damage caused by, resulting from, or associated with the maintenance, repair, or replacement of the sanitary sewer system.
3. Grantee will for its successors and assigns agrees that it will use its best efforts to have any future maintenance of the proposed sanitary sewer main and appurtenances undertaken by the Grantee or a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way without written consent from the City of Medina; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Grantor shall complete the installation and testing of the proposed sanitary sewer and appurtenances in accordance with the plans and/or specifications approved by the City of Medina and Board of County Commissioners of Medina County, Ohio.
3. Authorize the City of Medina and the Board of County Commissioners of Medina County, Ohio and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 1011 Wadsworth Road, Permanent Parcel No. 028-19D-09-087, part of Medina City Lot 5019 with the necessary equipment to observe, maintain, repair and or replace the proposed sanitary sewer and appurtenances. The Grantee will complete

all excavation and backfilling necessary to observe, maintain, repair or replace the sanitary sewer and appurtenances.

4. Release the City of Medina and the Board of County Commissioners of Medina County, Ohio, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason for the observaton, maintenance, repair or replacement of the sanitary sewer main and appurtenances at the property designated as 1011 Wadsworth Road.; Permanent Parcel No. 028-19D-09-087, part of Medina City Lot 5019.
5. Grantor shall replace any existing surface treatment, pavement, patio pavers, lawn, landscaping, shrubbery, or other improvements which may be damaged as a result of future maintenance, repair, or replacement of the sanitary sewer and appurtenances by the Grantee.
6. Grantor will secure and protect all permanent structures associated with the sanitary sewer in the easement area.
7. Grantor will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9th day of June, 2026.

Grantor:

Station 3 Partners LLC

Signature: _____

Print Name: _____

Official Title: _____

State of Ohio)

) SS:

County of Medina)

The foregoing instrument was acknowledged before me this 9th day of June, 2026

The Grantor, Robert Root, who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed.

I have signed and sealed this Power of Attorney at Medina, Ohio this 9th day of June, 2024

Notary Signature: _____

Print Name: _____

My Commission Expires: _____

Notary Seal:



MEGAN E RUPP
Notary Public
State of Ohio
My Comm. Expires
March 26, 2028

This instrument was prepared by:

Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

Exhibit "A"
Boundary Description for
Sanitary Easement A
0.3368 Acre Easement

Situated in the City of Medina, County of Medina and State of Ohio and known as being part of the City Lot 5019 of the Medina County Recorder's Records and is bounded and described as follows:

Beginning at the northeast corner of Medina City Lot 5019; Thence along the northern line of said Medina City Lot 5019 and the south line of Medina City Lot 1302, South 88° 31' 50" West, 208.99 feet to a point being the Principal Place of Beginning of the parcel herein to be described;

Thence through said Medina City Lot 5019 the following five (5) courses:

1. South 22° 58' 51" East, 97.73 feet to a point;
2. South 07° 19' 16" East, 104.93 feet to a point;
3. North 88° 29' 49" East, 258.12 feet to a point on the western right-of-way line of Wadsworth Road, 60' (Public);
4. South 35° 31' 19" East, along said Wadsworth Road right-of-way, 24.13 feet to a point;
5. South 88° 29' 48" West, 406.91 feet to a point on a western line of said Medina City Lot 5019 and an eastern line of Medina City Lot 4541;

Thence with an eastern line of Medina City Lot 4541, North 30° 24' 57" East, 23.56 feet to a point;

Thence through said Medina City Lot 5019 the following three (3) courses:

1. North 88° 29' 46" East, 102.72 feet to a point;
2. North 07° 19' 16" West, 92.50 feet to a point;
3. South 88° 36' 14" West, 132.60 feet to a point on a eastern line of said Medina City Lot 4541;

Thence with an eastern line of said Medina City Lot 4541, North 33° 24' 36" West, 23.59 feet to a point;



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

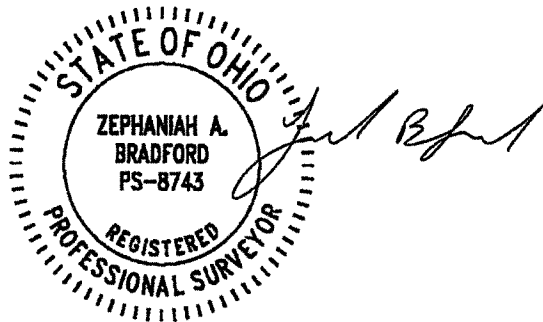
Page 1 of 2
F:\TGC Eng\PROJECTS\2164 REDWOOD JACKSON TWP WALES AVE
MVA SURVEY INFO\DESCRIPTIONS\2164 Water Easement.docx
Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

Thence through said Medina City Lot 5019 the following two (2) courses:

1. North 88° 36' 14" East, 139.41 feet to a point;
2. North 22° 58' 51" West, 89.52 feet to a point on said northern line of Medina City Lot 5019;

Thence, along said northern line of Medina City Lot 5019, North 88° 31' 50" East, 21.50 feet to the Place of Beginning, containing 14,669 square feet or 0.3368 acres of land, more or less, according to a survey by Zephaniah A. Bradford, P.S. No. S-8743, for Davey Resource Group in March of 2025. Subject to all highways, easements and covenants of legal record.

Basis of Bearing State Plane Ohio North, Nad1983 (2011), Ground. Iron pins indicated as set 5/8 of an inch in width and 30 inches long with a plastic cap reading "Davey Resource Group".

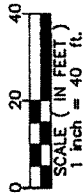


Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Page 2 of 2

F:\TGC Eng\PROJECTS\2364 REDWOOD JACKSON TWP WALES AVE
NW\SURVEY INFO\DESCRIPTIONS\2364 Water Easement.docx

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004



SKETCH OF SANITARY EASEMENT Exhibit "B"

Situated in the City of Medina, County of Medina and State of Ohio and known as being part of City Lot 4540 and 4541 as shown on Old Sturbridge Village Subdivision Phase II as recorded in Plat Book 19, Page 224

M.C.L. 4264
RIVERKNOLLS LOCH LLC
Doc. No. 2021OR018157
3.133 Acres
06/22/2021
Address: 989 Wadsworth Road
P.P.N. 028-19D-09-089

M.C.L. 1302
TINA Z. STEPP
Doc. No. 2021OR018157
0.46 Acres
03/27/2020
Address: 991 Wadsworth Road
P.P.N. 028-19D-09-088
S 88°31'50" W 208.99'

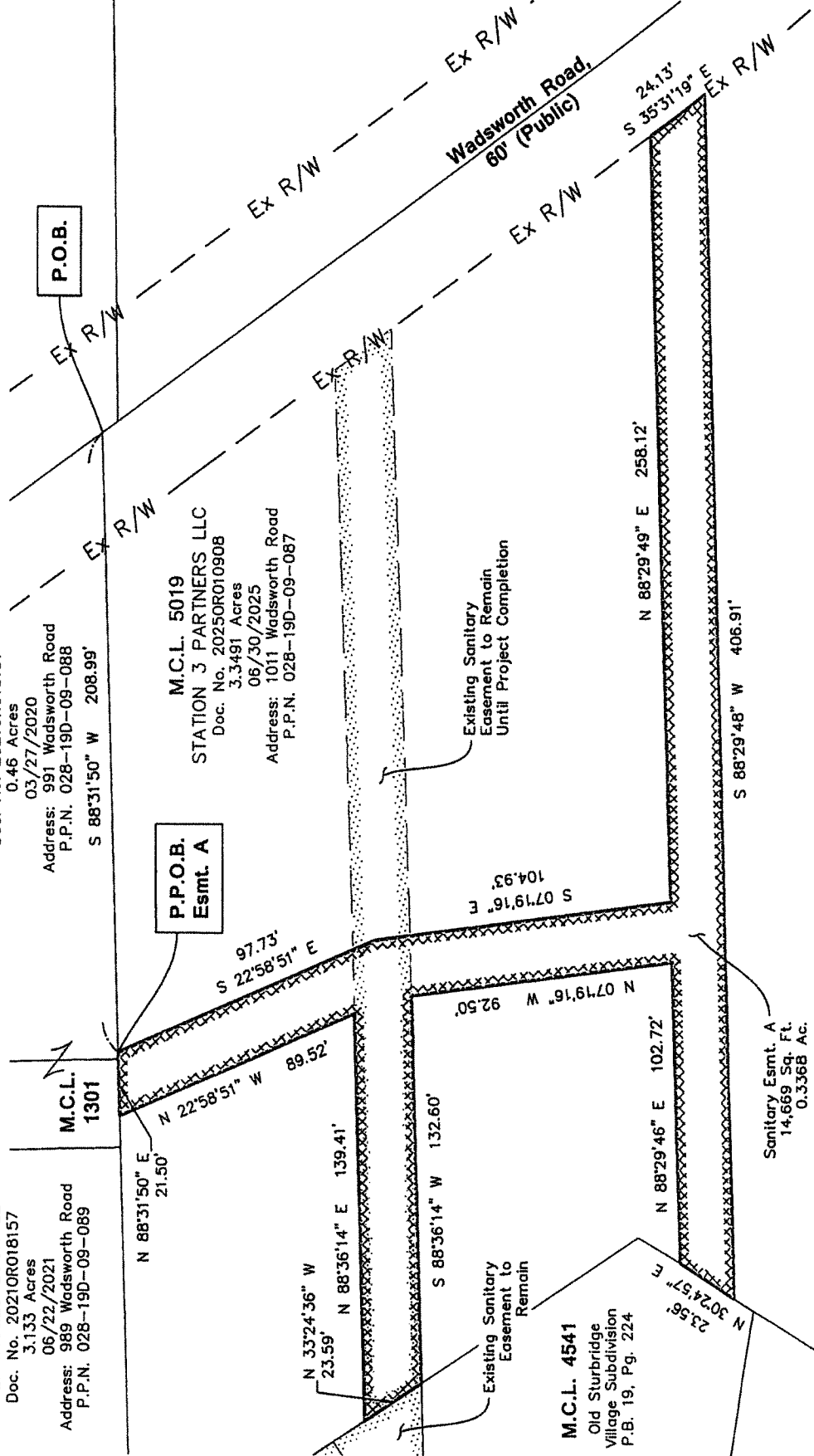
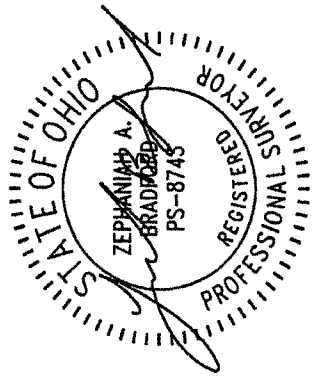
P.O.B.

P.P.O.B.
Esmt. A

M.C.L. 5019
STATION 3 PARTNERS LLC
Doc. No. 2025OR010908
3.3491 Acres
06/30/2025
Address: 1011 Wadsworth Road
P.P.N. 028-19D-09-087

M.C.L. 4541
Old Sturbridge
Village Subdivision
P.B. 19, Pg. 224

Sanitary Esmt. A
14,669 Sq. Ft.
0.3368 Ac.



REQUEST FOR COUNCIL ACTIONNO. RCA 26-155-7/13FROM: Patrick Patton 

DATE: July 8, 2026

COMMITTEE

REFERRAL: Finance

SUBJECT: Grant- Airport Runway Light Replacement Design

This request is for Council's authorization to submit a grant application with the Federal Aviation Administration (FAA) and with the Ohio Department of Transportation Department of Aviation (ODOT) for completion of the design for a project to replace the runway edge lighting at the airport. The total cost of the equipment is \$300,000. The funding split for these applications is as follows:

- FAA: \$137,750 (95%)
- City: \$ 7,250 (5%)*
- TOTAL \$145,000 (100%)

*Please note, the City is eligible for reimbursement of our local share through a future ODOT Aviation grant.

Finally, please note that in addition to the authorization to submit the grant application, this request asks that if successful, the Mayor be authorized to enter into an agreement with the FAA to accept the grant.

Thank you for your consideration.

ESTIMATED COST: \$145,000

SUGGESTED FUNDING:

Sufficient Funds in Account Number: \$137,750 147-0659-54413
\$ 7,250 547-0659-54413

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:
Reason:

Yes

The grant must be signed no later than July 30, 3036

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

No. RCA- 26-156-7/13

FROM: Kimberly Marshall & Patrick Patton

Committee Finance

DATE: July 8, 2026

SUBJECT: Parking Lot Funding Agreement

SUMMARY AND BACKGROUND:

We are working with Autonomy Capital to redevelop the South Elmwood Parking lot which will now be a city-lead project.

Requesting authorization to enter into the Parking Lot funding agreement and authorization to go out to bid for the project.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date: