

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 19-209-11/25 – Combined Court Discussion
- 19-210-11/25 – 2020 Membership Renewal to Main Street Medina
- 19-211-11/25 – Appoint Mayor Laubaugh to 9-1-1 Planning Committee
- 19-212-11/25 – Purchase Agreement with County Park District
- 19-213-11/25 – Expenditure Over \$15,000 – Vasu Communications – Street Dept.
- 19-214-11/25 – Fair Housing Agreement
- 19-215-11/25 – Budget Amendments
- 19-217-11/25 – Memorandum of Understanding for Transit
- 19-218-11/25 – PY18 CHIP Private Rehab at 1995 Hathaway Drive, Brunswick, OH.

Water & Utilities Committee

- 19-216-11/25 – 2020 and 2021 Water Rates

11/25/19

OK
D. Hanwell
11-19-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-209-11/25

FROM: Mayor Dennis Hanwell
DATE: November 19, 2019
SUBJECT: Combined Court Discussion

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council to discuss and decide whether to continue to pursue a combined Medina County Court with Medina Municipal Court on Medina Public Square. If Council decides to terminate arrangement with the County, we will need to notify Medina County Commissioners and Medina County Administrator Scott Miller of this decision so the City is no longer responsible for costs associated with the planning and design of a combined facility. The alternative is to modify the existing Municipal Court building at 135 North Elmwood Avenue and/or build an adjacent new building on the Municipal Court property. The Commissioners intend to continue to move forward with their building plans and needs and need the City Council to determine whether we are a part of the project or not.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

ORDINANCE NO. 98-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF MEDINA COUNTY, OHIO TO SHARE COSTS OF PROFESSIONAL DESIGN, PLANNING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE JOINT CONSTRUCTION AND MANAGEMENT OF A COUNTY-CITY COURTHOUSE, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement to Share Costs of Professional Design, Planning and Construction Management Services for the Joint Construction and Management of a County-City Courthouse.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover the Agreement in the amount not to exceed \$133,000.00 to Brandstetter and Carroll Architects are available as follows: \$66,500.00 in Account No. 169-0705, and \$66,500.00 in Account No. 301-0707.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason services are currently being provided on the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 24, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 25, 2019

SIGNED: Dennis Hanwell
Mayor

OK
Dennis Hanwell
11-8-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-210-11/25
Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: November 8, 2019
SUBJECT: 2020 Membership Renewal to Main Street Medina

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to renew the annual membership with Main Street Medina.

Estimated Cost: \$30,000

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:



Main Street
Medina

39 Public Square, Suite 305
Medina OH 44256
330-722-6186 www.mainstreetmedina.com

Membership Invoice

Date 1/1/2020

Invoice # 17104

To:

City of Medina
Mayor Dennis Hanwell
132 North Elmwood Avenue
Medina, OH 44256

Please remit within 30 days

Description	Amount
Additional financial contribution to support Main Street Medina - 100% tax deductible	30,000.00
Membership Commitment	\$30,000.00

Thank you for your membership in Main Street Medina. Without your financial support, we would not be able to continue to preserve, promote and build the downtown historic district - the heart of the Medina community.

Main Street Medina is a non-profit, 501 (c) (3) organization. 100% of your membership is tax-deductible as a charitable donation. Please keep this receipt for your tax records.

RCA-19-211-11/25
Finance
Approve appointment

RESOLUTION NO. 19-06
Sponsored by Council Member Ralph Copley

A RESOLUTION PURSUANT TO DIVISION (A)(3) OF SECTION 128.06 OF THE OHIO REVISED CODE TO SELECT MAYOR ROBIN LAUBAUGH OF THE CITY OF WADSWORTH AS AN ADDITIONAL VOTING MEMBER OF THE 9-1-1 PLANNING COMMITTEE AND TO DECLARE AN EMERGENCY

WHEREAS, division (A) of section 128.06 of the Ohio Revised Code provides that a board of county commissioners may adopt a resolution to convene a 9-1-1 planning committee and the Medina County Board of County Commissioners has adopted such a resolution, and

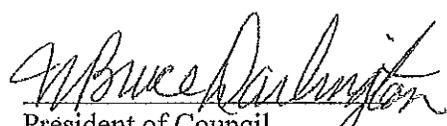
WHEREAS, division (A)(3) of section 128.06 of the Ohio Revised Code provides that in counties with a population of one hundred seventy-five thousand or more the planning committee shall consist of additional members, including the chief executive officer of a municipal corporation in the county selected by a majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt, **NOW THEREFORE**

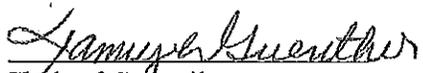
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That pursuant to division (A)(3) of section 128.06 of the Ohio Revised Code, this Council selects Mayor Robin Laubaugh of the City of Wadsworth as an additional voting member of the 9-1-1 Planning Committee of Medina County.

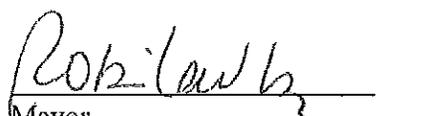
Section 2. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Wadsworth in order to expedite the development of a necessary final plan for implementing a countywide 9-1-1 system for Medina County; **WHEREFORE**, this resolution shall go into immediate effect provided it receives a two thirds vote of all members of city council. If it receives approval by a majority of the members but less than a two-thirds vote, then it shall be effective at the earliest time permitted by law.

Passed: June 19, 2019


President of Council

Attest: 
Clerk of Council

Approved: June 19, 2019


Mayor

1st Rdg. 5.21.19
3rd Rdg. 6.19.19
Vote: aye 6 nay 0

2nd Rdg. 6.4.19
Passed: yes no
Immediate Effect: yes no

CERTIFICATE OF PUBLICATION

I, Tammy L. Guenther, Clerk of Council of the City of Wadsworth, State of Ohio, do hereby certify that the forgoing resolution was duly published in the *Medina Gazette* and at <http://publicnoticesohio.com> on _____ and _____ which is for two consecutive weeks as required by section 731.21 of the Ohio Revised Code.

Tammy L. Guenther
Clerk of Council
City of Wadsworth

OK-D Hanwell
11-19-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-212-11/25
Committee: Finance

FROM: Mayor Dennis Hanwell

DATE: November 19, 2019

SUBJECT: Land acquisition / Purchase Agreement w/ County Park District

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization to enter into a purchase and sale agreement with Medina County Park District per attached. The purchase is for 3 acres of real property and known as being a part of permanent parcel number 028-19C-23-001. The cost is \$9,000 per acre for a total of \$27,000. The purchase agreement was reviewed and approved by Law Director Greg Huber. The purchase price was increased by \$500 to cover half the cost of the lot split, legal descriptions, escrow fee, owner's fee policy premium and title commitment, title search charges, recording cost of the deed, preparation of the deed conveyance and County Auditor's conveyance fee. Request Council's authorization to spend not more than \$27,500 for this property acquisition.

Estimated Cost: Not to exceed \$27,500

Suggested Funding:

- Sufficient funds in Account No. 143-0748-54411
- 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:

PURCHASE AND SALE AGREEMENT

This Agreement is made between **Medina County Park District**, a political subdivision of the State of Ohio, 6364 Deerview Lane, Medina, Ohio 44256 ("Seller"), and the **City of Medina, Ohio**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256 ("Purchaser"). The effective date of this Agreement is the date last signed by either party hereto.

1. **Subject Property.** Purchaser agrees to buy and the Seller agrees to sell, convey and transfer to the Purchaser all of the Seller's right, title and interest in and to approximately **3 acres** of real property thereon situated in Medina, in Medina County, Ohio, and known as being a part of **Permanent Parcel No. 028-19C-23-001**, together with all easements, fixtures, timber, water and/or mineral rights located thereon and appurtenances thereto (the "Property"). The Medina County Tax Map of the Property is attached hereto as Exhibit "A" and made a part hereof by reference. The agreement is to split the property into two parcels. The Buyer will purchase exactly 3 acres in the northern section of the original parcel. The Seller will retain the remaining acreage of approximately 5.29 acres.
2. **Purchase Price.** The Purchaser hereby agrees to pay to the Seller as and for all its right, title and interest in and to the Property the total sum of **Twenty-seven Thousand Dollars (\$27,000)** (the "Purchase Price."), which equals \$9,000 per acre. The Purchaser shall deposit with the escrow agent all required funds on or before Closing.
3. **Real Estate Taxes and Assessments and Property Value.** Real estate taxes and assessments of Seller's interest shall be prorated as of the day of closing and shall be paid by Seller at closing. The Purchaser is not responsible for back-taxes owed by the Seller.
4. **Condition of the Property/No Warranties.** Purchaser hereby states that it has inspected the Property, is aware of its condition and is hereby accepting the same in its present condition and "as is" without representation or warranty by Seller of any kind whatsoever. Seller shall not be responsible for any statements, representations or warranties of any kind furnished to Purchaser by any other person. No materials, brochures or documents delivered by Seller to Purchaser or any other person shall be deemed a representation, warranty or agreement of Seller with respect to this Agreement. Purchaser shall have the exclusive responsibility to verify any facts or conditions set forth or described in any such materials, brochures or documents. The

Parties shall split the cost of a lot-split boundary survey, including two legal descriptions (one for the 3-acre parcel to be the purchased Property; the second for the approximately 5.29-acre parcel to be retained by the Seller), and any other costs associated with splitting the parcel. Purchaser shall undertake any and all inspections and environmental reviews it deems necessary, prudent and advisable, at its expense. Immediately upon the signing of this purchase agreement, Purchaser shall have the right to enter onto the Property to conduct further inspections and survey activities of the Property.

5. **Delivery of Deed and Evidence of Title.** Seller shall deliver to Purchaser, within thirty (30) days after signing of this Agreement a commitment for an ALTA owner's fee policy of title insurance for the Property (the "Title Commitment"), with such endorsements (the "Title Endorsements") and such deletion of standard exceptions as Purchaser may desire, which will be issued by the hereinafter named Escrow Agent. The Parties shall each pay one-half of the cost of the Title Commitment. To the extent that title endorsements or deletion of standard exceptions desired by Purchaser require more than thirty (30) days' time to issue the Title Commitment, the Parties agree to extend the period for furnishing the Title Commitment a reasonable period of time for such purposes. The Title Commitment shall show in Seller good and marketable title to the Property in fee simple absolute, free and clear of all liens, encumbrances, easements, restrictions and reservations excepting the following (which shall hereinafter be collectively referred to as the "Permitted Exceptions"):

- a. those created or expressly assumed by Purchaser;
- b. zoning, building and other laws, ordinances or regulations;
- c. taxes and assessments which are not to be paid by Seller under this agreement;
- d. any reservations, restrictions, leases, covenants, conditions and easements which appear of record and do not adversely affect marketable title;
- e. any encroachments, easements, discrepancies, conflicts in boundary lines, variations or shortages in area or content, rights of parties in possession, or other facts which an accurate survey would disclose;
- f. all legal highways;

On or before fifteen (15) days after delivery of the Title Commitment, Purchaser shall advise Seller in writing of any exceptions, other than those permitted above, which Purchaser will require Seller to remove on or before closing. In the event Seller is unable to remove any such exception, Purchaser may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property and Seller's obligations hereunder shall terminate. If Purchaser fails to notify Seller of any objection

in the time period provided, it will have waived any objection and Purchaser shall accept all matters set forth in the title commitment. Purchaser shall take title as follows: City of Medina, Ohio, Tax Mailing Address: 132 North Elmwood Avenue, Medina, Ohio 44256. Seller shall convey marketable title to Purchaser by good and sufficient general warranty deed delivered to the escrow agent prior to closing.

6. **Title Insurance.** Seller shall furnish to the Purchaser, an Owner's Fee Policy of Title Insurance, in an amount equal to the Purchase Price, evidencing good and marketable title in and to the Property, to be valid in the Purchaser and subject only to the exceptions as permitted and set forth in this Agreement. Said Title Insurance Policy shall be issued through **Stewart Title, 4015 Medina Rd., Suite 70, Medina, OH 44256**. The Parties shall each pay one-half of the cost of the Owner's Fee Policy premium.
7. **Seller's Promise Not to Further Encumber or Change.** Seller shall not, without the prior written consent of Purchaser, enter into any leases, contracts, options or agreements whatsoever which would affect the Property or in any way impede Seller's ability to perform hereunder and deliver title as agreed herein. Seller shall not in any way prior to closing change the Property, including but not limited to its trees, vegetation, streams, soil and terrain.
8. **Maintenance of the Property/Risk of Loss.** Seller will maintain the Property, including improvements, lawns, shrubs, and trees, in its present condition pending the closing of this transaction, normal and reasonable wear excepted. Prior to transfer of possession, Risk of loss from fire or other casualty shall be on the part of Seller until close of escrow and transfer of title. If the Property or improvements are damaged or destroyed, in whole or in part, by casualty prior to closing, the contract will continue in full force and effect, and Purchaser will be subrogated to Seller's right of coverage with respect to any insurance carried by Seller. All existing property insurance now in effect will be continued by Seller until closing. All policies will be exhibited immediately to Purchaser, who may secure additional insurance on property if so desired. Any additional insurance will name Seller and Purchaser as co-insureds as their interests appear.
9. **Closing – Escrow Agent and Escrow Instructions.** All funds and documents required to complete this transaction shall be placed in escrow on or before Closing. **Stewart Title, 4015 Medina Rd., Suite 70, Medina, OH 44256**, is hereby designated to act as escrow agent under the terms of this Agreement. A signed copy of this Agreement shall be used as escrow instructions, subject to the escrow agent's usual conditions of acceptance. In the event of any conflict between this Agreement and the standard conditions of acceptance, this Agreement shall govern. Upon receipt of all funds and documents

necessary to effectuate and close this transaction, the escrow agent shall file all documents, issue the fee owner's policy to Purchaser, and disperse the proceeds accordingly. The closing date shall be on or before **February 15, 2019**. The closing date may be extended by mutual agreement of the parties. The date of proration of all taxes, assessments, leases, licenses and other matters regarding payments of fees shall be the closing date.

10. **Expenses of Transfer – Purchaser**. The escrow agent shall charge to Purchaser and the Purchaser shall pay through escrow the following:

- a. One-half the cost of the lot-split boundary survey, including two legal descriptions (one for the 3-acre parcel to be the purchased Property; the second for the approximately 5.29-acre parcel to be retained by the Seller), and any other costs associated with splitting the parcel;
- b. One-half of the escrow fee;
- c. One-half of the owner's fee policy premium and title commitment;
- d. One-half of the title search charges;
- e. One-half of the recording costs of the deed;
- f. One-half of the cost of preparation of the deed conveyance;
- g. One-half of any County Auditor's conveyance fee;

11. **Expenses of transfer – Seller**. The escrow agent shall charge to the Seller from Seller's funds the following:

- a. One-half the cost of the lot-split boundary survey, including two legal descriptions (one for the 3-acre parcel to be the purchased Property; the second for the approximately 5.29-acre parcel to be retained by the Seller), and any other costs associated with splitting the parcel;
- b. One-half of the escrow fee;
- c. One-half of the owner's fee policy premium and title commitment;
- d. One-half of the title search charges;
- e. One-half of the recording costs of the deed;
- f. One-half of the cost of preparation of the deed conveyance;
- g. One-half of any County Auditor's conveyance fee;

h. The cost of clearing title and recording fees for any document required to clear title.

12. **Brokerage.** There are no real estate brokers involved in this transaction and there are no commissions due and payable to any brokers whatsoever.
13. **Legal Counsel.** Each party shall bear the cost of any legal counsel representing the party.
14. **Possession.** Unless an earlier date is agreed upon between the parties, possession of the Property shall be on the closing date.
15. **Seller's Warranties.** The Seller represents and warrants to the Purchaser that it is a valid existing governmental authority in Medina County, Ohio, and that appropriate board and government actions have been taken by it so to authorize and empower its officers to act hereunder.
16. **Purchaser's Warranties.** The Purchaser represents and warrants to the Seller that it is a valid existing governmental authority in Medina County, Ohio, and that appropriate government actions have been taken by it so to authorize and empower its officers to act hereunder.
17. **Notices.** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified mail, return receipt requested, to the parties at the addresses set forth below, or to such other address as either party may specify in writing:

If to Purchaser: Mayor Dennis Hanwell
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
(330) 722-9020
dhanwell@medinaoh.org

With a copy to: Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
(330) 722-9070

If to Seller: Medina County Park District
Attention: Nathan D. Eppink, Director
6364 Deerview Lane
Medina, OH 44256
Phone: (330) 722-9364
neppink@medinaco.org

With a Copy to: Holland & Muirden, Attorneys at Law
1343 Sharon-Copley Road
P.O. Box 345
Sharon Center, OH 44274
Phone: (330) 239-4480
Fax: (330) 239-6224
jjholland@hmlawohio.com

All such notices and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of delivery, if made by personal delivery, or, if sent by U.S. mail, as of the date of mailing provided the communication is also dispatched by telecopier at the time of mailing; otherwise, it will be deemed to have been delivered upon receipt.

18. **Mechanic's Liens.** Seller represents that no work has been performed on the Property or materials supplied in connection with the improvement thereof which will not have been paid for in full prior to the Closing Date. Seller shall immediately discharge any mechanic's or materialmen's liens filed against the Subject Property whether prior to or after the Closing Date arising out of work performed or materials supplied or claimed to have been performed or supplied prior to the Closing Date. Notwithstanding the foregoing, if any such lien or claim of lien is not discharged of record or bonded within thirty (30) days after Seller's receipt of notice thereof, then Purchaser shall have the right to pay the full amount of any such lien or claim of lien to the lien claimant or lien claimants and receive full reimbursement from Seller. This provision shall survive the closing of this transaction and shall not be merged with the deed of conveyance.
19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original.
20. **Section Headings.** All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this agreement, and shall not restrict or enlarge any substantive provisions of this agreement.
21. **Further Assurances.** It is mutually agreed by and between the Seller and Purchaser that all representations and warranties contained in this Agreement shall survive the closing and the recording of the documents.

- 22. **General language.** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular; and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders.
- 23. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and is entered into at Medina County, Ohio.
- 24. **Assignment.** This Agreement may not be assigned by either party without express written authority of all parties hereto.
- 25. **Confidentiality.** This Agreement and the terms contained herein are strictly confidential and shall not be disclosed and/or disseminated until fully executed.
- 26. **Successor in Interest.** This Agreement shall be binding upon the respective parties', successors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the dates following their signatures.

PURCHASER:
City of Medina, Ohio

SELLER:
Medina County Park District

By: _____
Dennis Hanwell, Mayor

By: _____
Nathan Eppink, Director

Date: _____

Date: _____

EXHIBIT A



Go to Address:

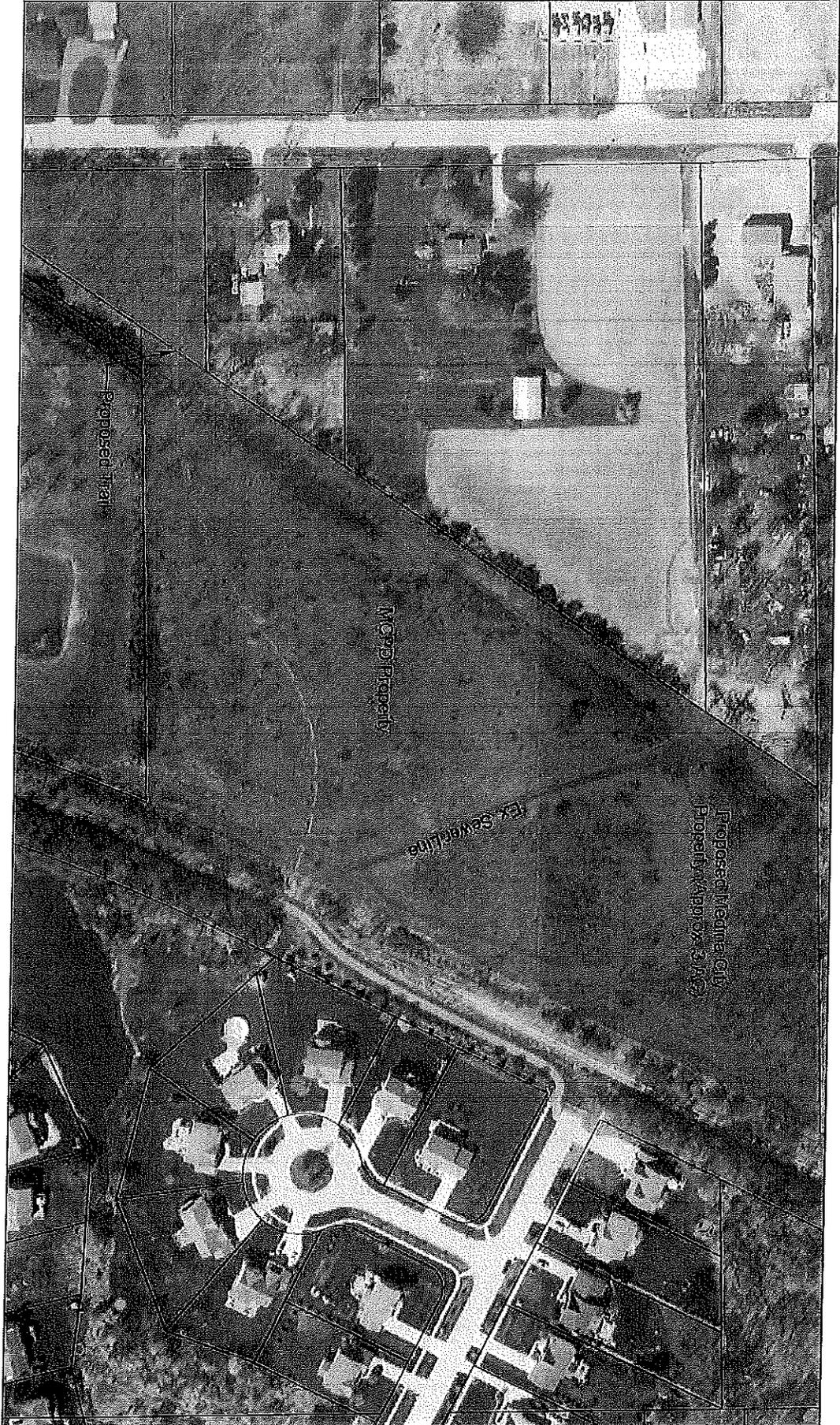
Go

Go to Parcel: 028-19C-23-001

Go

Go

EXHIBIT A



RCA 19-213-11/25
Finance Only

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

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 11/19/2019

Department: Street Department

Amount: \$23,000.00

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

Account Number: 105-0610-54417

Vendor: Vasu Communications, Inc.

Department Head/Authorized Signature: _____

Item/Description:

Service Radios for the Street Department Plow trucks

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

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.



Vasu Communications, Inc.
 2432 Ridgeland Dr.
 Avon, OH 44011
 Phone: 440-934-5268

QUOTATION
101000432

Bill To:
 MEDINA CITY POLICE DEPT
 Attn: EDWARD KINNEY
 150 WEST FRIENDSHIP ST.
 MEDINA, OH 44256-1896

Ship To:
 MEDINA CITY POLICE DEPT
 Attn: EDWARD KINNEY
 150 WEST FRIENDSHIP ST.
 MEDINA, OH 44256-1896

Date: 09/14/2019		Customer Rep: AV		Terms: NET 30	
Qty	Item	Description	List Price / Discount	Price	Extended
<i>VM-5930 FRONT MOUNT MOBILE WITH NEW REBATE</i>					
<i>VM-5930 FRONT MOUNT MOBILE WITH NEW REBATE</i>					
10	VM5930BF	VM 5000 RF DECK ONLY 700/800 MHZ	2,150.00 -430.00	1,720.00	17,200.00
10	KCH-19VM	Dash - KCH-19	180.00 -36.00	144.00	1,440.00
10	KMC-35	KCH Standard Mobile Mic	52.50 -10.50	42.00	420.00
10	KMB-33M	Mounting Bracket	14.00 -2.80	11.20	112.00
10	KCT-23M	DC Cable-Dash	31.50 -6.30	25.20	252.00
10	KCT-46	Ignition Sense Cable	13.70 -2.74	10.96	109.60
10	8322000002	P25 CONVENTIONAL LICENSE	350.00 -350.00	0.00	0.00
10	8322000005	P25 PHASE ONE TRUNKING LICENSE	125.00 -125.00	0.00	0.00
10	8322000006	P25 PHASE 2 TDMA, VIKING	400.00	400.00	4,000.00
10	8326000001	P25 AUTHENTICATION, VIKING	100.00 -100.00	0.00	0.00
10	8326000006	Part of marcs promo OHMARCS19 1024 CHANNELS/TALKGROUPS		0.00	0.00
10	8323000005	ARC4 ENCRYPTION		0.00	0.00
10	OHMARCS19	INSTANT REBATE EXPIRES SEPT 30, 2019 WIT H FREE BLUETOOTH IN THE VP5430 AND FREE P25 AUTHENTICATION IN VP5430, VM5930	-300.00	-300.00	-3,000.00



Vasu Communications, Inc.
2432 Ridgeland Dr.
Avon, OH 44011
Phone: 440-934-5268

QUOTATION
101000432

Bill To:
MEDINA CITY POLICE DEPT
Attn: EDWARD KINNEY
150 WEST FRIENDSHIP ST.
MEDINA, OH 44256-1896

Ship To:
MEDINA CITY POLICE DEPT
Attn: EDWARD KINNEY
150 WEST FRIENDSHIP ST.
MEDINA, OH 44256-1896

Date: 09/14/2019		Customer Rep: AV		Terms: NET 30	
Qty	Item	Description	List Price / Discount	Price	Extended

Subtotal : \$20,533.60
Tax : \$0.00
Total Quote : \$20,533.60

OK
R/H
11-20-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-214-11/25
Committee Finance

FROM: Sandy Davis
DATE: 11/20/19
SUBJECT: Fair Housing Agreement

SUMMARY AND BACKGROUND:

Whereas the Medina County Fair Housing Consortium responded to the City of Medina RFA for Fair Housing Services on May 20, 2019(copy attached) this is a request to allow the Mayor to enter into an Agreement with the Medina County Fair Housing Office to provide Fair Housing Services in conjunction with the City of Medina's PY19 CDBG Allocation grant A-F-19-2CN-1 per requirements of the State of Ohio.

The agreed upon cost of services is \$6,500.

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. 125-____-52215
-

Emergency Clause Requested: Yes

Reason: The PY19 Fair Housing Program provide services beginning December 31, 2019.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MEDINA, OHIO

AND

MEDINA COUNTY DEPARTMENT OF PLANNING SERVICES & FAIR HOUSING
OFFICE FOR

FAIR HOUSING SERVICES

An Agreement between the City of Medina, hereinafter the "City", and the Medina County Department of Planning Services & Fair Housing Office hereinafter the "MCFHO", for professional services required to implement a Fair Housing Services Program.

This is an Agreement made as of December 2019 between City of Medina ("CITY"), 132 Elmwood Ave., Medina, Ohio 44256, and the Medina County Fair Housing Office ("MCFHO"), 144 North Broadway, Medina, Ohio 44256 and is contingent upon an executed grant agreement between the City of Medina and the State of Ohio.

WHEREAS: The City has entered into an Agreement with the Development Services Agency under the Community Development Block Grant Program, Agreement No, A-F-19-2CN-1 and;

WHEREAS: The City is required to develop and implement a program to further the requirements of Title VIII of the Civil Rights Act of 1968 and the requirements of the Housing and Community Development Act of 1974; and

WHEREAS: The MCFHO has demonstrated the capacity to provide such services,

NOW, THEREFORE: The City and MCFHO, in consideration of their mutual covenants herein agree in respect to the performance of professional and technical services by the MCFHO and payment of said services by the City as set forth below.

SECTION 1 — BASIC SERVICES

1.1 General

The MCFHO shall consult with the City to develop and implement a program to assure that the objectives of the Housing and Community Development Act of 1974 and the Civil Rights Act of 1968 are met and to further the objectives of the Ohio Civil Rights Act, Ohio Revised Code Chapter 4112.

- 1.2 The MCFHO shall perform for the City a Fair Housing Program Plan. Said Program Plan shall meet requirements set forth by the City, in the FY 2019 Community Development Block Grant Program Application.
- 1.3 The MCFHO shall act as the City's representative on all matters related to Fair Housing efforts as directed by the City.
- 1.4 The MCFHO shall advise the City of all program requirements related to Fair Housing efforts necessary to satisfy requirements outlined by the Development Services Agency, Office of Community Development.
- 1.5 The MCFHO shall perform all elements of the Fair Housing Services Program as described in said application.
- 1.6 The MCFHO will continue: 1) Provide intake of fair housing complaints and follow-up service; 2) review existing fair housing ordinance for appropriate current language; 3) to conduct educational seminars and programs informing citizens of their rights and responsibilities under Title VIII of the Civil Rights Act of 1968 and to carry out such other activities as it deems appropriate to further fair housing; 4) to develop and distribute fair housing information and materials to residents and civic groups or schools consistent with Community Housing impact and Preservation Program application "Fair Housing Program," copy attached.

SECTION 2 - BOARD OF CONTROL RESPONSIBILITIES

- 2.1 The City shall provide all criteria and full information as to the City's requirements for the Program.
- 2.2 The City shall designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instruction, receive information; interpret and define the City's policies and decisions with respect to the services called for in the Agreement.
- 2.3 The City shall give prompt written notice to the MCFHO whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the MCFHO's performance of service.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The provisions of this section and the rates of compensation for the MCFHO's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the program.
- 3.2 After acceptance by the City of the Fair Housing Program indicating any specific modifications or changes in the extent of the Program desired by the City, and upon written authorization from the City, the MCFHO shall proceed with the performance of the services called for in the FY 2019 Fair Housing Section of the Community Development Block Grant Program Application, as supplemented by the Program Plan.
- 3.3 This Agreement shall be effective on December 31, 2019 and shall terminate on December 31, 2021, unless it is agreed in writing to extend said Agreement beyond such date by amendment by all parties hereto.
- 3.4 Changes

The City may, from time to time, request changes in the scope of the services of MCFHO to be performed hereunder. Such changes, including any increase or decrease in the amount of MCFHO's compensation, which are mutually agreed upon between the City and MCFHO, shall be incorporated in written amendment to this Contract.

SECTION 4 – PAYMENTS

- 4.1 The City shall pay a lump sum fee of One Thousand Five Hundred Dollars (\$1,500.00) within the first quarter of 2020 for the Fair Housing Analysis of Impediments. The City shall pay a lump sum fee of Two Thousand Five Hundred Dollars (\$2,500.00) at the end of 2020 and the end of 2021 as follows:

Each payment shall be made upon submission, review, and approval of a report of activities for the preceding period describing the services and activities of the MCFHO. Said report of activities shall be prepared and submitted by the MCFHO along with the sign in sheets for each meeting to the City and shall be accompanied by an update to the current Analysis of impediments, and previous year's Action Plan and Annual Evaluation of Outcomes and Results, along with an application for payment in such form as described by the City.

- 4.2 In the event of termination by the City in accordance with provisions of this Agreement and exhibits, the MCFHO shall submit an application for payment and report of activities along with any sign-in sheets for meetings held for the period to the effective date of termination and payment shall be made on a pro-rated basis for all such days services were rendered and payment shall constitute payment in full for all services rendered under this Agreement.

SECTION 5 - GENERAL CONSIDERATION

5.1 Termination

If, through any cause, the MCFHO shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the MCFHO shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the MCFHO of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the MCFHO under this contract shall, at the option of the City, become its property and the MCFHO shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the MCFHO shall not be relieved of liability to the City for damages sustained by the City, by virtue of any breach of the contract by the MCFHO, and the City may withhold any payments to the MCFHO for purposes of set-off until such time as the exact amount of damages due the City from the MCFHO is determined.

5.2 Termination for Convenience of the City

The City may terminate this Contract at any time giving at least ten (10) days notice in writing to MCFHO. If the contract is terminated by the City as provided herein, MCFHO will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of MCFHO, Paragraph 1 hereof relative to termination shall apply.

5.3 Prohibitions of Kickbacks

The MCFHO nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the MCFHO for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

The MCFHO and the City each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this

Agreement. Neither the City nor the MCFHO shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

5.4 Personnel

- a. MCFHO represents that it has, or will secure at its expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by MCFHO or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5.5 Reports and Information

MCFHO, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5.6 Records and Audits

MCFHO shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

5.7 Findings Confidential

All of the reports, information, data, etc., prepared or assembled by MCFHO under this Contract are confidential and MCFHO agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5.8 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of MCFHO.

5.9 Compliance with Local Laws

MCFHO shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and MCFHO shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5.10 Equal Employment Opportunity

During the performance of this Contract, MCFHO agrees as follows:

- a. MCFHO will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. MCFHO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MCFHO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provision of this non-discrimination clause.
- b. MCFHO will, in all solicitation or advertisements for employees placed by or on behalf of MCFHO, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- c. MCFHO will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- d. MCFHO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. MCFHO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of MCFHO's noncompliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and MCFHO may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. MCFHO will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. MCFHO will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event MCFHO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, MCFHO may request the United States to enter into such litigation to protect the interests of the United States.

5.11 Section 109 of The Housing and Community Development Act, As Amended

No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 241 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The

- parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. MCFHO will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. MCFHO will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. MCFHO will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 6 - SPECIAL PROVISIONS, EXHIBITS, SCHEDULES AND ATTACHMENTS

- 6.1 The following Exhibit is attached to and made part of this Agreement.

Exhibit A: Ohio PY 2019, Community Development Allocation Grant, Standard Fair Housing Program, January 1, 2020 – December 31, 2021.

Exhibit B: Resolution No. 81-509, A Resolution to Provide For Equal Housing Opportunity in the County of Medina, Ohio.

- 6.2 This Agreement, together with the Exhibits and Schedules identified above, constitutes the entire Agreement between the City and the MCFHO and supersedes all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly written instrument.

SECTION 7 — NOTICE

All notices which either party have to or may give shall be addressed, in the case of the City, as follows:

City of Medina
Attn: Dennis Hanwell, Mayor
132 North Elmwood Ave.
Medina, Ohio 44256

And in the case of the Consultant, as follows:

Medina County Fair Housing Office
Attn: Cheryl Heinly
124 W Washington Street,
Suite B-4
Medina, Ohio 44256

CITY OF MEDINA

Witness:

By: _____
Dennis Hanwell, Mayor

THE MEDINA COUNTY FAIR HOUSING OFFICE

Witness:

By: _____
Patricia Geissman, President
Board of Medina County Commissioners

Date: _____

APPROVED AS TO FORM:

City Law Director

County Prosecutor's Office

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 19-215-11/26
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

x
x

NO. 2019-049 051
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		143-0748-52214	Jedd-advertising	3,000.00		X
143-0748-52215	Jedd-Contractual	143-0748-54411	Jedd-Land	27,500.00	X	
			Total increases to fund:	3,000.00		
			Total reductions to fund:			
			Total transfers within fund:	27,500.00		

EXPLANATION:

Accept donations for Visitors Guide (\$1,000 from MCDC; \$500 from Medina Chamber and \$1,500 from Main St Medina). Transfer to 54411 for land acquisition.

DEPARTMENT HEAD: Kimberly Marshall *Kimberly Marshall* DATE: 11/13/2019

MAYOR'S APPROVAL: D. Howard DATE: 11-13-19



COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 190-19

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 19-215-11/25
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

x
x

NO. 2019-052

(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		130-0310-54411	Open Space-land Improvement	21,000.00		X
		150-0101-53313	Drug Enforcemnt- operating	500.00		X
Reductions		109-0705-50111	probation/salaries	(32,178.00)		
		637-0920-56613	agency-misc	20,000.00		X
		924-0930-56612	law library-refunds	1,000.00		X
			Total increases to fund:	10,322.00		
			Total reductions to fund:			
			Total transfers within fund:			

EXPLANATION:

- (1) new approp - land/ bldg purchase and demo
- (2) new appropriation for drug buy money
- (3) adjust probation grant by program expense total
- (4) increase agency fund appropriations

DEPARTMENT HEAD: Keith Dirham/Lori Bowers

DATE: 11/19/2019

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 190-19

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

No. RCA 19-216-11/25
Committee: Water & Utilities

FROM: Keith H. Dirham
DATE: Friday, November 08, 2019
SUBJECT: 2020 and 2021 Water Rates

SUMMARY AND BACKGROUND:

I respectfully request that Council amend section 917.04 (a) of the Codified Ordinances to authorize rate increases to match the increases that will be imposed upon the City of Medina by Avon Lake Regional Water effective July 1, 2020 and July 1, 2021.

Secondly, if Council wishes to revisit my previous request that future ALRW rate increases be automatically passed on as recommended by Utility Rate Review in 2018 then I would ask for reconsideration of that.

Supporting documentation is attached.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

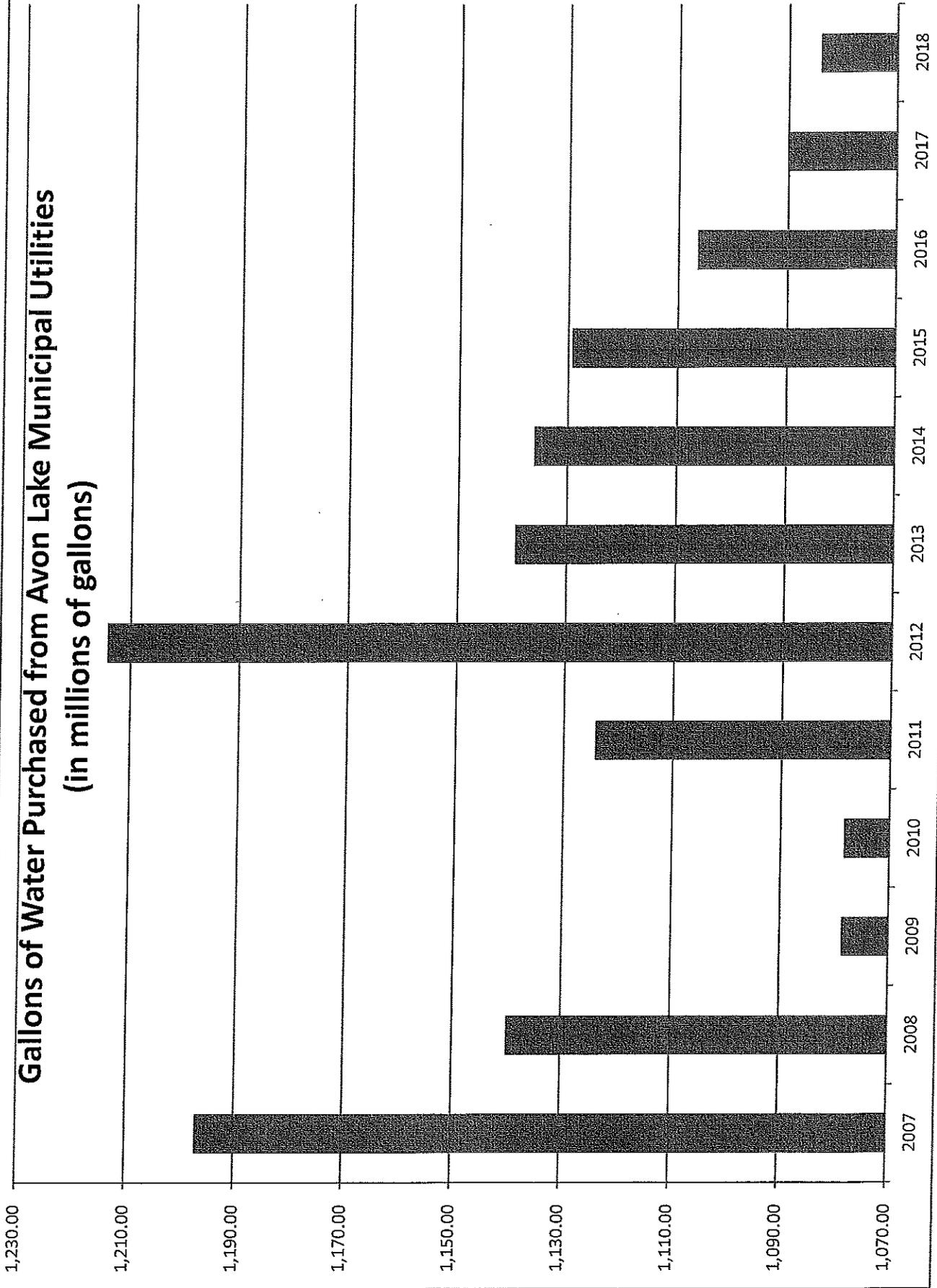
Committee Action/Recommendation:

Council Action Taken:

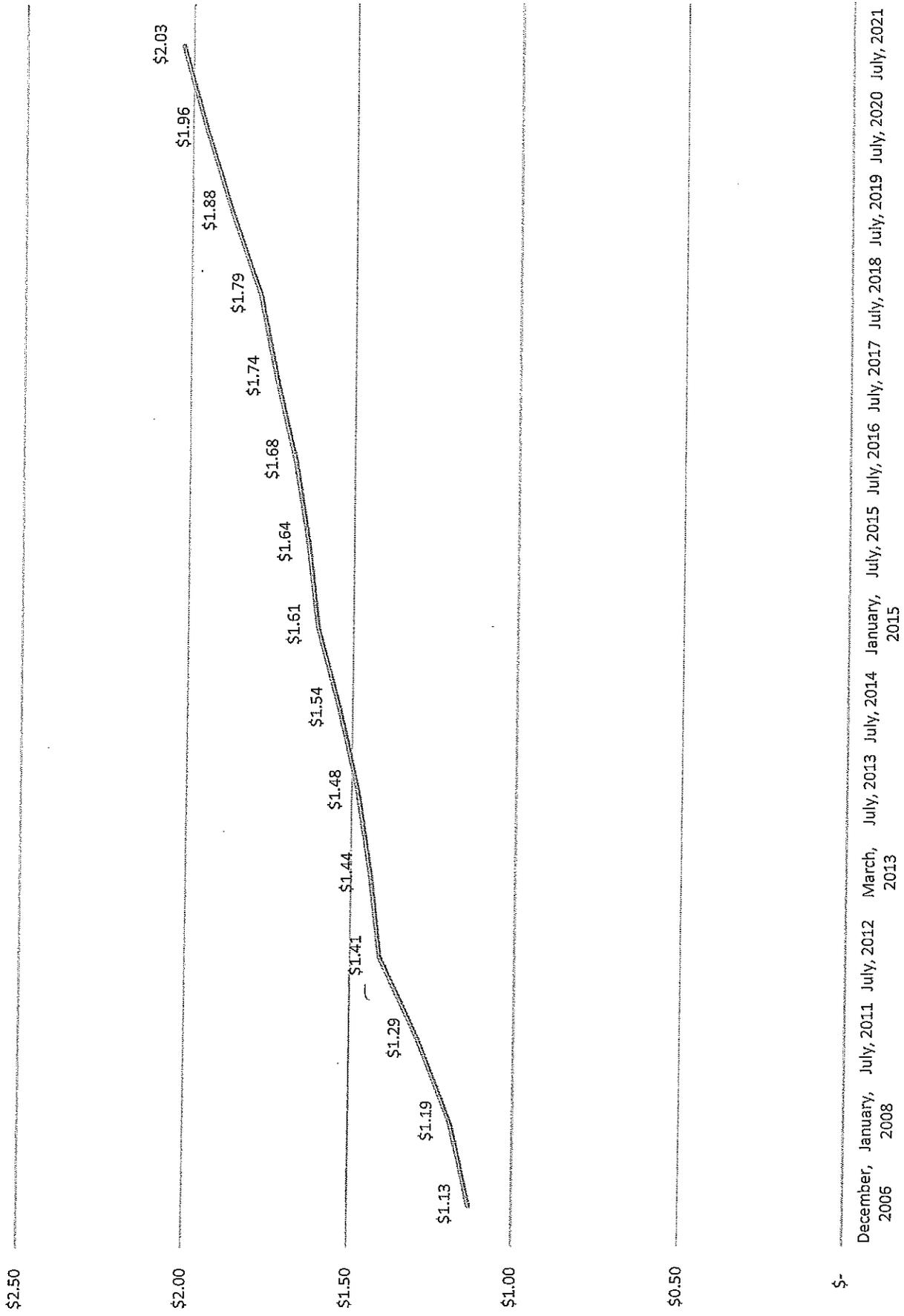
Ord./Res.

Date:

Gallons of Water Purchased from Avon Lake Municipal Utilities (in millions of gallons)



Rate paid by the City of Medina per 1,000 Gallons



\$-
 \$0.50
 \$1.00
 \$1.50
 \$2.00
 \$2.50

December, 2006
 January, 2008
 July, 2011
 July, 2012
 March, 2013
 July, 2013
 July, 2014
 January, 2015
 July, 2015
 July, 2016
 July, 2017
 July, 2018
 July, 2019
 July, 2020
 July, 2021

December, 2006	\$	1.13	%	cumulative
January, 2008	\$	1.19	5.31%	5.31%
July, 2011	\$	1.29	8.40%	14.16%
July, 2012	\$	1.41	9.30%	24.78%
March, 2013	\$	1.44	2.13%	27.43%
July, 2013	\$	1.48	2.78%	30.97%
July, 2014	\$	1.54	4.05%	36.28%
January, 2015	\$	1.61	4.55%	42.48%
July, 2015	\$	1.64	1.86%	45.13%
July, 2016	\$	1.68	2.44%	48.67%
July, 2017	\$	1.74	3.57%	53.98%
July, 2018	\$	1.79	2.87%	58.41%
July, 2019	\$	1.88	5.03%	66.37%
July, 2020	\$	1.96	4.26%	73.45%
July, 2021	\$	2.03	3.57%	79.65%

	Bills Rendered <u>7/1/2019</u>	Bills Rendered <u>7/1/2020</u>	Bills Rendered <u>7/1/2021</u>
Customers whose meters are read monthly:			
1st 100 cu. ft. or less	14.80	15.43	15.98
next 3,400 cu. ft (per 100 cu. ft.)	3.13	3.26	3.38
over 3,500 cu. ft (per 100 cu. ft.)	2.58	2.69	2.79
Old	1.79	1.88	1.96
New	1.88	1.96	2.03
Incr	0.09	0.08	0.07
Percentage	5.0279%	4.2553%	3.5714%

ORDINANCE NO. 13-19

AN ORDINANCE AMENDING SECTION 917.04 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO THE WATER RATES.

WHEREAS: That Section 917.04 (a) of the codified ordinances of the City of Medina, Ohio presently reads as follows:

917.04 RATES.

The rates and rents for water furnished and supplied by the Utilities Department, Water Division of the City shall be as follows:

		Bills Rendered 1/1/2018 (3%)	Bills Rendered 7/1/2018 (3%)
(a)	Customers whose meters are read monthly:		
	1 st 100 cu. ft. or less	13.68	14.09
	next 3,400 cu. ft. (per 100 cu. ft.)	2.89	2.98
	over 3,500 cu. ft. (per 100 cu. ft.)	2.39	2.46

(Ord. 55-18. Passed 3-26-18.)

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

SEC. 1: That Section 917.04 (a) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

917.04 RATES.

The rates and rents for water furnished and supplied by the Utilities Department, Water Division of the City shall be as follows:

	Bills Rendered 7/1/2018	Bills Rendered 7/1/2019 (5.0279%)	Bills Rendered 7/1/2020 (2.6596%)	Bills Rendered 7/1/2021 (3.6269%)
(a) Customers whose meters are read monthly:				
1 st 100 cu. ft. or less	\$14.09	14.80	15.19	15.74
next 3,400 cu. ft. (per 100 cu. ft.)	\$2.98	3.13	3.21	3.33
over 3,500 cu. ft. (per 100 cu. ft.)	\$2.46	2.58	2.65	2.75

ok
at Hanney
11-20-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-217-11/25

FROM: Sandy Davis

Committee Finance

DATE: 11/20/19

SUBJECT: Memorandum of Understanding for Transit

SUMMARY AND BACKGROUND:

Whereas the city applied for and was granted a Community Development Block Grant for the PY19 in the amount of \$150,000, and the application included a Service Activity for Transit Services for the years 2020 and 2021 to be provided by the Medina County Public Transit, this is a request for the Mayor to enter into a Memorandum of Understanding with the Medina County Transit, acting on behalf of the Medina County Commissioners, to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2020 through December 31, 2021.

Funding for the transit service is invoiced at \$45,000 for the year 2020 and \$45,000 for the year 2021 with \$11,250.00 provided through the Community Development Block Grant in 2020 and \$11,250.00 provided through the Community Development Block Grant in 2021. \$67,500 to come from the City of Medina's general fund.

Suggested Funding:

- Sufficient funds in Account No. 125-0459-52215 (\$22,500) 001-0707-52215 (\$67,500)
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

MEMORANDUM OF UNDERSTANDING

Medina County Public Transit, acting on behalf of the Medina County Board of Commissioners, hereby agrees to provide fixed route public transportation services, and complementary paratransit services, within the City of Medina during the operating period of January 1, 2020 through December 31, 2021.

Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through the use of Medina County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

Hours of operation for these services shall be 6:00 a.m. through 5:50 p.m. Monday through Friday, and 10:00 a.m. through 3:50 p.m. on Saturdays (see attached schedule).

The City of Medina, in recognition of the importance of providing these services to its residents, shall contribute the total amount of \$90,000.00 toward the overall costs of operation of these transit services during the aforementioned period. Medina County will commit \$300,000 towards the Medina County Transit Services for the aforementioned period.

Either party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.

William Hutson, President
Medina County Board of Commissioners

Dennis Hanwell, Mayor
City of Medina

Date: _____

Date: _____

Greg,
Please review
Before it goes to Council
Sandy
Hutson
Good

Medina County Commissioners

County Administration Building

144 North Broadway
Medina, Ohio 44256

Patricia G. Geissman
William F. Hutson
Colleen M. Swedyk

(330) 722-9204
(844) 722-3800
Fax: (330) 722-9206

MEMORANDUM

TO: Sandy Davis, CDBG Grant Administrator

FROM: Michael Pataky, Finance Director 

SUBJECT: RFP for PY19 - Medina County Public Transit

DATE: 5/20/2019

As requested, please find enclosed the original signed documents. If you need anything else, please let me know.

Thanks!

**MEDINA COUNTY PUBLIC TRANSIT SERVICE
IN THE CITY OF MEDINA
COST PROPOSAL
2019 CDBG ALLOCATION PROGRAM**

Submitted by: MICHAEL PATAKY

On behalf of: MCPT

Date: 5/20/19

TOTAL COST TRANSIT SERVICE FOR CDBG ALLOCATION PROGRAM 2019

2020	\$ <u>45,000.00</u>
2021	\$ <u>45,000.00</u>
Total (2 year grant)	\$ <u>90,000.00</u>

ok
2019
11-21-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-218-11/25

FROM: Sandy Davis

Committee Finance

DATE: 11/21/19

SUBJECT: PY18 CHIP, Private Rehab. At 1995 Hathaway, Brunswick, Ohio

SUMMARY AND BACKGROUND:

This is a request for a purchase order for a Private Rehabilitation project as part of the PY18 CHIP grant at 1995 Hathaway Drive, Brunswick, Ohio.

The contract price is \$34,730. The purchase order request is for \$40,000 to allow for increases due to change orders.

Suggested Funding: \$40,000

- Sufficient funds in Account No. 139-0458-52215 Activity AC-18-06
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: To expedite the project and payment to the contractor.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

Medina City Community Housing Impact and Preservation (CHIP) Program

Agreement for Loan/Grant and Contract for Housing Rehabilitation

This Agreement made and entered into this **23rd Day of October, 2019**, between **Belinda G. Jakab** and **GB Hawk Construction** for a deferred payment/ declining balance Loan to the Owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at: **1995 Hathaway Dr. Brunswick, OH 44212**

Owner Agrees:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of **\$34,730.00** in the form of a deferred payments/ declining balance forgivable loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-in-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. Instruct the Contractor to proceed work as of **October 29, 2019**, unless I, as Owner, exercise my Right of Rescission.
4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of **\$34,730.00** for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund, but will instead have the amount of the mortgage reduced by the appropriate amount; Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Rehabilitation Standards.

Contractor Agrees:

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of **34,730.00**.
7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
 - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, rehabilitation or paint repair is going on the entire work site, work specifications, and any documents related to this project.
 - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
 - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and rehabilitation in Federally Owned and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.
 - d) That the City of Medina will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard*

NOTE: We are not replacing any flooring.

0.0 Bid Price \$ _____

04 Utility room

13210 Install sump pump complete.

Install a premanufactured sump pump pit with a lid at the location specified during the bid tour by O.R.D.C. Include a new 1/4hp. sump pump, drain, check valve, dedicated 20amp outlet, and new 12-2wg wire. Repair concrete damage around pit if applicable. Drain the sump pump as per local code requirements. If drain is to be thru the wall, then it needs to have a splash block installed.

NOTE: This will need to be tied into the tile that we are running around the house.

1.0 Bid Price \$ _____

Total Project Bid Price \$ _____

- e) *During renovation, remodeling and rehabilitation in Federally owned and assisted Housing program and if I fail to correct the inconsistent work practices.*
- f) That the City of Medina will not pay for renovation, remodeling, or paintwork done in a non lead-safe manner.
- g) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S EPA at 40 C.F.R 745.227.
- h) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.
- i) **That the City of Medina, Ohio will hold 25% of total contract price until Lead Clearance is achieved.**

Owner and Contractor Agree:

- 8. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before any work is started, and signed by the Owner, Contractor and the LPA representative. We further agree that Change Orders will only be allowed to correct unforeseen deficiencies that are code related.
- 9. We understand all the old/salvage materials removed from the Owner's home is now property of the Contractor. The Contractor shall be responsible for disposing of these materials.
- 10. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
- 11. Method of Payment. We agree to the following payment schedule:

Schedule A: Payment in full, **within 30-90 days**, upon satisfactory completion of the entire rehabilitation work contained in the Contract, as determined by Rehab Specialist.

Schedule B: Progress Payment based on the compensation stated in this Agreement and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion as determined by Rehab Specialist:

- 1. Forty Percent (40%) of total Contract amount when at least Fifty percent (50%) of the work is satisfactorily completed.
- 2. The remaining Sixty percent (60%) when all rehabilitation work is satisfactorily completed and inspected and all manufacturer and supplier written warranties, guarantees, releases of liens and claims of liens from subcontractors, suppliers and laborers have been executed and delivered to the LPA.
- 3. Any other payment schedule mutually agreed to by the Owner, Contractor and LPA. If no other agreement is in writing, Item 8B, 1 & 2 will be in force.

Any payments are subject to satisfactory intermediate and final inspections by the LPA. Moreover, a Certificate of Completion must be signed by the LPA prior to Final Payment. If the LPA and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the LPA, shall be made.

12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.
13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the rehabilitation work, execution of the Contract, or for non-performance of Contract.
14. **Defects after Completion.** The Contractor warrants the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction statement verifies satisfaction of the contractor workmanship and validates final payment. No complaints regarding WORKMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 months of work completion. THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO OBLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.
15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.
16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance, and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 90 days after the date of Rescission. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.
- The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than January 26, 2020. An extension of time can be given at the Rehab Specialist discretion.
16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehabilitation work and installed materials prior to Final Payment.
17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:
- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Section 3 Clause

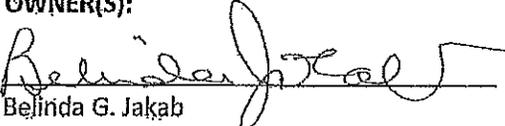
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.
- c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The said parties for themselves their heirs, successor's executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.

OWNER(S):


Belinda G. Jakob

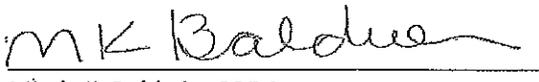
Owner's Address and Phone Number:

1995 Hathaway Dr.
Brunswick, OH 44212

CONTRACTOR:


GB Hawk Construction

WITNESS:


Mindy K. Baldwin, ORDC

Contractor's Address and Phone Number:

120 E. Main St.
Ravenna, OH 44266

HOME Written Agreement

as required by 24 CFR 92.254

This agreement is to ensure the requirements of the US Department of Housing and Urban Development HOME Rule are governed and met. Funds for this project are passed from US Department of Housing and Urban Development to the State of Ohio onto the City of Medina and awarded to the below stated homeowner for the purpose of Private Owner Rehabilitation.

This agreement is between the homeowner(s), Belinda Jakob and the City of Medina, Ohio to commit HOME funds for the purpose of Private Rehabilitation thru the Community Housing Impact and Preservation (CHIP) Program.

The amount of assistance for Private Owner Rehabilitation is in the amount of Thirty Four Thousand Seven Hundred Thirty and 00/00 Dollars (\$34,730.00) in the form of a deferred/declining loan funded with HOME (source of funds). These funds are to complete rehabilitation to the property located at 1995 Hathaway Dr. Brunswick, Ohio 44212 and legally described, to wit:

Legal Description of property:

Situated in the City of Brunswick, County of Medina and State of Ohio, and is described as follows:

And known as being Sublot No. 73 in The Pinewood Acres, Inc. Laurel Hill Subdivision No. 1 of part of Original Brunswick Township Lot No. 10, McCurdy Tract 3, as shown by the recorded plat in Volume 7, page 72 of Medina County Records and being 90 feet front on the Easterly side of Hathaway Drive and extending back of equal width 167.00 feet, as appears by said plat, be the same more or less but subject to all legal highways.

0318D21119

REQUIREMENTS: (Initial each requirement as it is reviewed and understood)

BJ **Income.** I/we understand I qualify for assistance thru the CHIP Program based on my income and certify I have disclosed all sources of income. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I/we further understand that my name, address and total amount of rehabilitation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property. PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec1001, provides: "Whoever, in any matter within the jurisdiction of any Department of Agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

BJ **After-Rehabilitation Value:** I/we understand the After-Rehabilitation Value of my home cannot exceed 95 percent of the median purchase price. If the after-rehab value would exceed this price, the property would not be eligible for the CHIP Program.

BJ **Affordability Period** per HUD 24 CFR 92.254
Home Investment = \$34,730.00
Your affordability period will be 5 years

BJ **Deferred LOAN/Declining GRANT:** You are receiving assistance from the CHIP Program for the purpose of rehabilitating your primary residence to make it safe and decent. These funds are in the form of a combination Deferred LOAN/Declining GRANT. The Grant will decline evenly over the declared affordability period above. The Loan for **Fifteen percent** of the rehabilitation funds spent will not decline and will be due back to the **City of Medina, Ohio**. These funds will be due the day the term(s) of this agreement are no longer being met.

_____ **Deferred (15%): \$5,209.50 (Will not decline, will always be due)**

_____ **Declining (85%): \$29,520.50 (See Promissory Note for schedule of decline)**

BJ **Principle Residence** for the term of the affordability period. The day this is no longer your principle residence, the term of this agreement is void and payment shall be due.

BJ **Taxes and Insurance:** I/we further agree as follows: To pay all taxes, assessments and other charges that may be assessed against the property as they become due and payable; to keep the buildings and improvements upon the premises hereinabove described insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by

owners of similar property in the City of Medina, Ohio in reasonable amounts in companies approved by the City of Medina, Ohio and to pay premiums therefore and deliver said policies to the County as so requested.

BT **Work Specifications:** I/we agree that the attached work specifications are the only items to be addressed during the course of this agreement. I/we have reviewed the specifications with the rehabilitation specialist and the contractor. I am/we are fully aware of the scope of the proposed work. No changes shall be made without an executed change order.

BT **Standards:** I/we understand that the intent of the work performed shall be to conform with the Lead Safe Housing Requirements, The Residential Rehabilitation Standards, The Ohio Building Code (where applicable), and any local codes. When items that may have a direct impact on the health and safety of occupants are not a specific requirement of the aforementioned codes, they shall also be addressed. These codes shall not supersede HUD's HOME regulations for eligible/ineligible activities.

BT **Project Completion:** I/we understand the expected date for completion shall be 90 days from the date of signing.

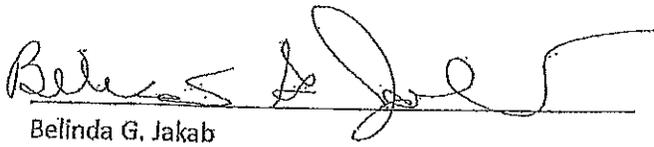
BT **Monitoring:** I/we understand and agree upon future inspections by the CHIP Office Staff and/or the State of Ohio for the purpose of monitoring by the State of Ohio Representatives.

BT **SUBORDINATION:** I/we understand a mortgage will be placed on my property for the amount of the Deferred loan and declining grant. This loan will remain until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. All subordination requests will be reviewed by the CHIP staff to assure compliance with the City's Subordination policy. However, the subordination guidelines must be met for a subordination to be consider.

BT **Duration of the Agreement:** This agreement shall remain in effect until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. If one of the terms of the agreement have been violated, the mortgage shall be come due immediately. Upon payment to the City of Medina, this agreement will be released.

BT **Repayment** of this agreement will be made to the City of Medina and capped as to what is available out of "net proceeds". The funds will be maintained as Program Income and will be used for additional eligible activities thru the CHIP Program.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned this 23rd day of October, 2019.

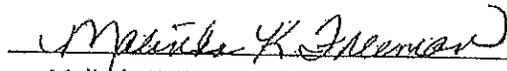

Belinda G. Jakob

STATE OF OHIO
COUNTY OF MEDINA, ss:

Before me, a Notary Public for the State of Ohio, appeared the above named **Belinda G. Jakob** who acknowledged that **She** signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY SEAL THIS 23rd DAY OF October, 2019.

My Commission Expires:


Malinda K. Freeman, Notary Public

This instrument prepared by the Ohio Regional Development Corp.



MALINDA K. FREEMAN
Notary Public, State of Ohio
My commission expires on
JULY 14, 2024

Dennis Hanwell
Mayor, City of Medina

Date