

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

November 23, 2015
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (November 9, 2015)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 146-15

An Ordinance authorizing the Mayor to accept Easement Agreements for the West Smith Road Reconstruction Project (Parcel #9).

(emergency clause requested)

Res. 147-15

A Resolution affirming the City of Medina's ongoing commitment to diversity.

Ord. 148-15

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with Clover Communities Medina, LLC.

Ord. 149-15

An Ordinance amending Ordinance No. 200-14, passed December 8, 2014. (Amendments to 2015 Budget)

Council comments.

Adjournment.

Opening:

Medina City Council met in regular, open session on Monday, November 9th, 2015. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Patrick Patton, Chief Berarducci, Jansen Wehrley, Dan Gladish, Jonathon Mendel, Mike Wright and Kimberly Marshall.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on October 26th, 2015, as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance committee met prior to Council and will meet again in two weeks. We have several items on tonight's agenda.

Health, Safety & Sanitation Committee: Mr. Rose had no report.

Public Properties Committee: Mr. Shields stated they had a meeting last Monday, November 2nd and we are still working through the process on the item they reviewed.

Special Legislation Committee: Mr. Lamb stated no meeting held. He believes HB5 that is in Special Legislation now is going to be moved to Finance Committee in order to move it forward before the end of the year.

Streets & Sidewalks Committee: Mr. Simpson had no report.

Water & Utilities Committee: Mr. Kolesar reported he would try to fit a meeting in before the end of the year.

Requests for Council Action:

Finance Committee

- 15-176-11/9 – Diversity Resolution of Support
- 15-177-11/9 – Transfer & Advance Requests – 001 to 428
- 15-178-11/9 – Advance Requests, various funds
- 15-179-11/9 – Budget Amendments
- 15-180-11/9 – Ground Lease, Miracle League of NE Ohio
- 15-181-11/9 – Expenditure Over \$15,000 – Main Street Lighting
- 15-182-11/9 – Expenditure Over \$15,000 – Treemasters, Increase P.O. #15-263
- 15-183-11/9 – Agreement w/ HSH Excavating – Guilford Blvd. Culvert
- 15-184-11/9 – Establish Fair Market Value for Easement at 260 State Rd.

15-185-11/9 – Memo of Understanding w/ Clover Communities Medina LLC
15-186-11/9 – ODOT Airport Grant Funding
15-187-11/9 – R-O-W Agreement, 711 W. Smith

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Eat*Drink*Shop Medina - The Post Newspapers in partnership with Medina Chamber, Main Street Medina, and City of Medina will host first annual Eat*Drink*Shop Medina November 1st – 30th. Receipts with 44256 area code turned in for tickets to win prizes on 12/5 at MCRC. Please support our local merchants. Each receipt will get one ticket. If the business is a Main Street Medina member or Chamber member, those receipts get 2 tickets. Prizes will be listed at Medina Post Newspaper's face book page.
- 2) Fundraiser for Spokes Café - Saturday, November 7th, 9 a.m. - 5 p.m. Well attended by residents, business owners, and community leaders. Shows the care, compassion, and support evident in Medina Community.
- 3) Upcoming - Annual Veterans Day concert with the Community Band performing will be held at St. Francis Church on Wednesday, November 11th, at 7 p.m.; the actual Veteran's Day holiday. The Planning Committee worked with me to try to keep it from Monday evening, which would be in conflict with our Council meeting. All are welcome. Great concert and lasts about an hour.
- 4) Upcoming Candlelight Walk - Friday, November 20th to Sunday, November 22nd. Community tree lighting on Friday at 7 p.m.; Holiday of Lights Parade from MHS to Square on Saturday starts at 5:30 p.m., then at 7 p.m. following the parade will be the fireworks display to Christmas music. Other events will take place Friday, Saturday and Sunday. Please see Main Street Medina website for schedule and specific activities – www.mainstreetmedina.com.

Keith Dirham, Finance Director, reported the have the final budget review coming up on November 19th at 5:30 p.m.

Greg Huber, Law Director, had no report.

Chief Berarducci, Police Department, had no report.

Kimberly Marshall, Economic Development Director, reported the following:

“Made in Medina County” Manufacturing Expo was held on Friday, November 6 at the Medina County Fairgrounds in the Community Center. This was the first time that we had the event and it was an astounding success.

We had over 700 guests and visitors from throughout Northeast Ohio which included 250 students from every Medina County school district including home schooled students. We had 45 manufacturing exhibits and heard a keynote presentation from Thomas Frey, Google's top-ranked futurist speaker. Students had the opportunity to learn about career paths, participate in hands-on demonstrations in 3-D printing, and visit a mobile welding lab. Portage Lakes Career Center

brought their RAMTEC Robotics as another feature.

I would like to Thank Mayor Hanwell for his tremendous amount of support for this event. Not only did we contribute financially as a host city, he dedicated many of our staff resources to prepare for the day. I would like to mention the following and thank them for all their help:

Police Chief Patrick Berarducci and Sgt. McNabb for arranging officers to help with traffic flow and crowd control as well as attending the event themselves. Service Director Nino Piccoli for dedicating staff to helping with the setup of the East Hall the morning of the event. Mike Wright, Recreation Center Director for his help with set up and staffing the City of Medina booth.

Dan Gladish, Building Official for his help with set up of the East Hall the morning of the event. Jansen Wehrley for making copies of the Parks brochure for our City of Medina booth. You guys are awesome!! We also have had a tremendous amount of support from businesses and community partners.

Our next round of ribbon cuttings are scheduled for Friday, November 20th. In conjunction with Main Street Medina and the Medina Chamber of Commerce we will welcome: Inspired Designs by Elizabeth Ann at 10:00 a.m., 108 W. Washington Street and Fabric Obsession, located at 620 East Smith Rd., Unit W20. I will be sending out more details later this week.

Jonathon Mendel, Planning Community Director, reported on behalf of the Medina City Development Corporation the America's Best Communities Prize Competition the submission for the quarter finalist plan was last Friday. It's a downtown neighborhood improvement program. The next steps are the semi-final determination in January. You can access the link for the plan and it is available either on the city website in Economic Development Reports and Studies or through the Medina Teams ABC Prize Facebook page.

Mike Wright, Recreation Center Director, reported The Medina Rec. wants to remind the community that the 6th-12th grade registration & skills testing for the Medina Youth Basketball League is this Wednesday & Thursday, November 11th & 12th, and Saturday, November 14th. For more information you can go to our website at www.medinarec.org or call our Program Specialist, Maureen Dowell, at 330-721-6935.

Lastly, our next scheduled Rec Advisory Committee meeting will be Thursday, Nov 19th, at the Recreation Center at 7:30 a.m.

Jansen Wehrley, Parks and Recreation Director, had no report.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, reported BOC awarded the North Huntington St. project to Fabrizi Truck and Paving.

Nino Piccoli, Service Director, reported the City Auction will be held on Saturday, November 14th at the City Garage on 781 West Smith Rd. Preview is at 9 a.m. and sales start at 10 a.m. The

Leaf Program is well on its way. We are seeing heavy volumes and we appreciate the resident's patience. The leaf hotline is 330-725-LEAF (5323). An updated map is posted daily on the City website. We are preparing for the Candlelight Walk, our crews have been diligently working on that as well.

Notices, Communications and Petition: There were none.

Unfinished Business: There was none.

Introduction of Visitors:

Debra from the Auditor's Office stated the Top Dog Essay contest is going on right now, it is for all 4th graders to enter an essay on their dog. The deadline is November 16th.

The annual Seals Contest is for High School students to design a seal for gas pumps and those need to be submitted by November 27th.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 137-15:

An Ordinance authorizing an expenditure of an amount not-to-exceed \$9,000.00 to Chippewa Roofing for roof repairs at the Medina Municipal Court – Phase II. Mr. Shields moved for the adoption of Ordinance/Resolution No. 137-15, seconded by Mr. Simpson. Mr. Piccoli stated this is part of a roof repair and replacement. The roll was called and Ordinance/Resolution No. 137-15 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 138-15:

An Ordinance authorizing the increase of the expenditure to Wingfoot Commercial Tire Systems from \$25,000.00 to \$35,000.00. Mr. Shields moved for the adoption of Ordinance/Resolution No. 138-15, seconded by Mr. Simpson. Mr. Piccoli stated this ordinance will allow him to increase his P.O. in an effort to complete their tire purchases for the Sanitation Dept. through the end of the year. The roll was called and Ordinance/Resolution No. 138-15 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 139-15:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for a one year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters to be used by the various departments of the City of Medina, Ohio. Mr. Shields moved for the adoption of Ordinance/Resolution No. 139-15, seconded by Mr. Simpson. Mr. Piccoli stated this is for material bids for 2016. The roll was called and Ordinance/Resolution No. 139-15 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 140-15:

An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) for drug screening and associated professional services for the employees of the City of Medina. Mr.

Shields moved for the adoption of Ordinance/Resolution No. 140-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 140-15, seconded by Mr. Simpson. Mayor Hanwell stated that each year since the City of Medina is a drug free work place, we rebid this and unfortunately we got it to Council a little late and need the emergency clause due to time constraints. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 140-15 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 141-15:

An Ordinance authorizing the Mayor to enter into a renewal contract with United Healthcare for the healthcare insurance for the employees of the City of Medina. Mr. Shields moved for the adoption of Ordinance/Resolution No. 141-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 141-15, seconded by Mr. Simpson. Mayor Hanwell stated the city is currently under contract with United Health Care, the renewal for the services is a 15½ percent increase in coverage. A number of claims caused the increase. No increase for dental or life insurance. Emergency clause is needed to allow time for new cards to get to employees. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 141-15 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 142-15:

An Ordinance authorizing the Finance Director to make certain fund transfers. Mr. Shields moved for the adoption of Ordinance/Resolution No. 142-15, seconded by Mr. Simpson. Mr. Dirham explained this started out as an advance which is a loan of money from one fund to another. We are converting that to a transfer. The Special Assessments Project Fund that received this loan and will become a transfer we used to cover projects mostly for high grass complaints. Some of these we do not get our money back. The roll was called and Ordinance/Resolution No. 142-15 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 143-15:

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 143-15, seconded by Mr. Simpson. Mr. Dirham explained this is a \$10,000 advance also to the Special Assessment Project Fund in hopes of it being collectable and then we will pay it back. The roll was called and Ordinance/Resolution No. 143-15 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 144-15:

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 144-15, seconded by Mr. Simpson. Mr. Dirham explained as discussed with the last two ordinances, these are advances which are loans of money from one fund to another. There are three of them, the first one is half

of the balance of the original amount that we loaned from the General Purpose Capital Fund to the Water Capital Improvement Fund for the Water Tower back in 2006. The second one is money that was loaned to the Fire Capital Fund back in 2014. The final one is money that was loaned to the Airport Fund for the jet fuel dispensing system. These are all roll overs of these advances and we are carrying forward. The roll was called and Ordinance/Resolution No. 144-15 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 145-15:

An Ordinance amending Ordinance No. 200-14, passed December 8, 2014.

(Amendments to 2015 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 145-15, seconded by Mr. Simpson. Mr. Dirham stated these are the appropriations to cover the advances we previously discussed. The roll was called and Ordinance/Resolution No. 145-15 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Council Comments:

Mr. Rose thanked all the Veterans.

Mr. Kolesar also thanked the Veterans. He also mentioned the Spokes Café and how disappointed he is that someone could actually rob an organization as precious as Spokes Café. He thanked the administration for all their efforts in trying to catch the individual or individuals that took part in that. Congratulations to his fellow councilmen Bill Lamb, Dennie Simpson, Jim Shields and John Coyne for their re-election.

Mr. Lamb shared the Medina Community Design Committee's annual Holiday Home Tour is Sunday, December 6th 12 p.m. – 5 p.m. This year we have 5 exceptional homes dating across the architectural history of our community from 1834 to 1950. Refreshments will be served at St. Paul Episcopal Church. The Medina Town Hall and Engine House Museum will be open for the tour guests also. The Historic First Merit Bank on the square will be open to participate in the house tour also, it was the most expensive restoration on the square and when the restoration of that bank was made it won numerous national awards for the work they did. Tickets for sale are at Miss Molly's Tea Room and Cool Beans this Friday, November 13th. On Monday, November 16th tickets will be available at all Buehler's locations in Medina County. Tickets will also be available online at www.medinacommunitydesigncommittee.org. This is a great event and all the homes will be decorated for Christmas and it's a lot of fun.

Mr. Coyne stated on Tuesday, November 17th the joint meeting with City Council and Buckeye Board of Education will be at the Buckeye Intermediate School on Rt. 252 at 5:30 p.m.

November 19th is the next budget meeting.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:04 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 146-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENT AGREEMENTS FOR THE WEST SMITH ROAD RECONSTRUCTION PROJECT (PARCEL#9), AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 111-14, passed June 23, 2014 authorized the Fair Market Value Estimates for the West Smith Road Reconstruction Project.

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

SEC. 1: That the Mayor is hereby authorized to accept the Easement Agreements for the West Smith Road Reconstruction Project (Parcel #9).

SEC. 2: That a copy of the Easement Agreement is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to finalize and submit payment to the property owners; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

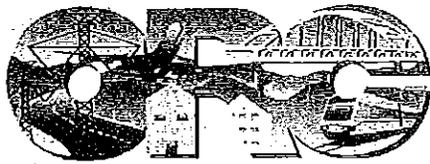
APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD 146-15
Exh. A



O. R. Colan ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

November 4, 2015

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: MED-West Smith Road
PID No.: 81334
Parcel No. 9-WDV,TV,TV1,TV2 (Gowe Leasing Limited)

Dear Mr. Patton:

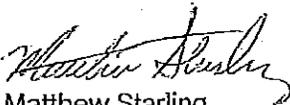
Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Contract for Sale and Purchase of Real Property (*Original – needs countersigned*)
- Signed Resolution - Signing Authority - (Original)
- W-9 (Original)

Please review the enclosed documentation and process a check in the amount of **\$1,550.00** payable to "Gowe Leasing Limited". Once the check has been processed, please call me to pick it up along with a completely executed contract in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,


Matthew Starling
Project Manager

Enclosures

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 9 WDV, TV, TV1, TV2
MED-West Smith Road (PID 81334)

This Agreement is by and between the City of Medina ["Purchaser"] and Gowe Leasing Limited, an Ohio Limited Liability Company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$1,550.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and

conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If

the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

JEA

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and Gowe Leasing Limited, an Ohio Limited Liability Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Gowe Leasing Limited, an Ohio Limited Liability Company

By: James Gowe
Its: MEMBER
Date: 11.4.15

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 4th day of November, 20 15, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James Gowe, who acknowledged being the Member, and duly authorized agent of Gowe Leasing Limited, an Ohio Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity

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

Joseph E. Almady
NOTARY PUBLIC
My Commission expires: 8/22/18



JOSEPH E. ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018

City of Medina

Dennis Hanwell
Mayor

Date: _____

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

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

NOTARY PUBLIC
My Commission expires: _____

RESOLUTION NO. 147-15

A RESOLUTION AFFIRMING THE CITY OF MEDINA'S ONGOING COMMITMENT TO DIVERSITY.

WHEREAS: The City of Medina believes that diversity strengthens our community, enhances economic growth by helping attract business and create jobs, and is vital to the quality of life that makes Medina a superior place to live and work; and

WHEREAS: A commitment to diversity recognizes that all individuals have inherent worth and should be treated with dignity and respect without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, age, family status, or military status; and

WHEREAS: The City of Medina recognizes that it does demonstrate leadership by encouraging and welcoming diversity in all facets of community life as well as through employment of a diverse workforce.

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

SEC. 1: That the Mayor and City Council of the City of Medina, Ohio declare it is the policy of the City to continue to reject discrimination of any kind; to continue to respect the inherent dignity of every person without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, age, family status, or military status; to continue to lead the effort to ensure that Medina is a city that welcomes and embraces both a diverse residential population as well as a diverse workforce; and to continue to strive to provide the opportunity to achieve a diverse workforce within our City government.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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. 3: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 148-15

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH CLOVER COMMUNITIES MEDINA, LLC.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with Clover Communities Medina, LLC relative to increasing the size of the storm sewer between 699 North Huntington Street and Birch Hill Drive.
- SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

MEMORANDUM OF UNDERSTANDING

between

The City of Medina

and

Clover Communities Medina, LLC

I. Introduction:

This Memorandum of Understanding (MOU) between the City of Medina, Ohio (further know as the City) and Clover Communities Medina, LLC (further known as Clover) with principal offices located at 348 Harris Hill Rd., Williamsville, NY 14221, sets forth the agreement for the cost for upsizing of storm sewer to be installed by the City of Medina on North Huntington Street in the City of Medina, Ohio.

II. Purpose:

Clover, through their engineering consultant has prepared improvement plans for the construction of the Medina Senior Apartments at 699 North Huntington Street (PPN 028-19A-17-001, Medina City Lot #1967). As part of these plans, a site plan including grading and drainage improvements was prepared. This site plan includes changing the primary outlet for storm water drainage from the existing location (north side of the property toward Birch Hill Drive), to a new location to the east of the property (toward North Huntington Street).

The City does not object to this modification, however the City acknowledges that the size of the existing storm sewer pipe on North Huntington is not sufficient to carry the additional volume of storm water. In order for the City to permit this change in primary drainage outlet location, approximately 203 lineal feet of existing storm sewer of various sizes must be upsized.

The City of Medina will be completing a reconstruction of N. Huntington Street between West Homestead Street and Birch Hill Drive in 2016. As part of that project, new storm sewers will be installed. The storm sewers located between Clover's proposed project and Birch Hill Drive will be replaced as part of the City's reconstruction project. In order to allow for the site drainage plan proposed by Clover, these storm sewers will be upsized. The City will pay for the cost to replace the storm sewer without upsizing, Clover shall be responsible for the difference in cost to install the larger storm sewers to accommodate the additional runoff generated by Clover's development.

This MOU outlines the understanding that the City will furnish and install the upsized sewers when the City completes the N. Huntington Street Reconstruction project. Clover will be responsible for the actual documented difference in cost to install the larger storm sewers not to exceed \$5,000.

III. Scope of the Project (the 'Work'):

The entire N. Huntington Street project includes installing new water pipe, storm sewer and concrete pavement. This MOU pertains only to the upsizing of storm sewer from Clover's project at 699 North Huntington Street to Birch Hill Drive. A total of 203 lineal feet of storm sewer will be upsized; this includes the following:

- Upsize 26 lineal feet of 12 inch diameter sewer to 15 inch diameter
- Upsize 112 lineal feet of 15 inch diameter sewer to 18 inch diameter
- Upsize 65 lineal feet of 18 inch diameter sewer to 24 inch diameter

The City estimates that the total cost to upsize the storm sewers as referenced above will be \$3,500.

IV. Responsibilities of the Parties:

A. Responsibilities of the City

1. Modify the plans and bid documents for the North Huntington Street Reconstruction project to include the upsizing of storm sewer pipes as necessary to accommodate the additional storm water runoff generated due to the change in the location of the storm sewer outlet associated with Clover's Medina Senior Apartments project.
2. Advertise, bid, and award the North Huntington Street Reconstruction project.
3. Manage and inspect the North Huntington Street Reconstruction project; verify that the upsized storm sewer pipe is installed per City specifications.
4. Complete the North Huntington Street Reconstruction project by November 15, 2016.
5. Complete an accounting of actual costs for the upsizing of the storm sewer pipe. Provide the accounting to Clover for their review. If the amount submitted is greater than the amount of the actual cost, the City shall reimburse Clover for the difference. If the amount submitted is less than the amount of the actual cost, the City shall submit an invoice to Clover for the balance of funds due, which amount shall not exceed \$5,000.

B. Responsibilities of Clover

1. Submit payment in the amount of \$3,500 to the City of Medina to cover the estimated cost to upsize the storm sewer pipe.
2. If the amount submitted proves to be less than the actual cost to upsize the pipe, Clover will submit the balance due to the City within 30 days after receipt of an invoice for same from the City, which amount shall not exceed \$5,000.

V. Period of the Agreement:

This MOU will become effective on the date that all required signatures to the MOU have been executed. The term for this MOU will be until November 15, 2016.

VI. Dispute Resolution:

Clover and the City shall make reasonable efforts to resolve any disputes that arise pursuant to this MOU. If a dispute or disputes cannot be resolved, Clover and/or the City may respectively file whatever action or take whatever other steps they respectively believe to be necessary so as to resolve the dispute. All actions brought as against Clover and/or the City pursuant to this MOU shall be brought and venued in a court of competent subject matter jurisdiction in Medina County, Ohio.

VII. Signatures:

In witness whereof, authorized representatives of the parties to this agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below:

CLOVER COMMUNITIES MEDINA, LLC

By: Clover Communities GP, LLC, its Manager

By: _____ Date: _____

Michael L. Joseph
Manager
348 Harris Hill Rd.
Williamsville, NY 14221

WITNESSES to the Clover Communities Medina, LLC Signature:

1. _____

Print Name: _____

2. _____

Print Name: _____

CITY OF MEDINA, OHIO

By: _____ Date: _____

Dennis T. Hanwell
Mayor
City of Medina
132 N. Elmwood Avenue
Medina, OH 44256

WITNESSES to the City of Medina Signature:

1. _____

Print Name: _____

2. _____

Print Name: _____

ORDINANCE NO. 149-15

**AN ORDINANCE AMENDING ORDINANCE NO. 200-14,
PASSED DECEMBER 8, 2014. (Amendments to 2015 Budget)**

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

SEC. 1: That Ordinance No. 200-14, passed December 8, 2014, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0723-50111 (Civil Service)	12,000.00 *

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor