

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

March 14, 2016  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (February 22, 2016)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

Mayoral Proclamation – “National Library Week”

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to the issuance of a new C1 and C2 permit to Grab N Go Firewood LLC, dba Grab N Go Beverage & Market, 236B N. State Rd.

**Liquor Permit:**

Not to object to the transfer of a C1 and C2 permit from Cineen Inc. dba VIP Mini Mart to Ramsai LTD, dba VIP Mini Mart, 238 N. Court Street.

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

**Introduction and consideration of ordinances and resolutions.**

Ord. 35-16

An Ordinance authorizing the Mayor to sign the Letter of Arrangement with the Auditor of State Dave Yost for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2015.

Ord. 36-16

An Ordinance authorizing the Mayor to enter into a HOME Written Agreement with Mildred and Sterling Medley, 133 W. Union Street, for Private Owner Rehabilitation Assistance to the Owner Utilizing Home Funds made available through the PY14 Community Housing Impact and Preservation (CHIP) Program.

(emergency clause requested)

Ord. 37-16

An Ordinance authorizing the Mayor to enter into a HOME Written Agreement with Kathleen M. Long, 411 E. North Street, for Private Owner Rehabilitation Assistance to the Owner Utilizing Home Funds made available through the PY14 Community Housing Impact and Preservation (CHIP) Program.

(emergency clause requested)

Ord. 38-16

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Sheriff's Department, Montville Township, Medina Township, Medina County Emergency Management Agency and the City of Medina for a Local Government Safety Capital Grant.

(emergency clause requested)

Ord. 39-16

An Ordinance authorizing the Mayor to enter into a Right-of-Way Purchase Agreement with the Post/Coleman Family Limited Partnership for property located at 260 State Road for the purpose of completing the West Smith Reconstruction project.

(emergency clause requested)

Ord. 40-16

An Ordinance amending Ordinance No. 165-15, passed December 22, 2015. (Amendments to 2016 Budget)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, February 22nd 2016

**Opening:**

Medina City Council met in regular, open session on Monday, February 22nd, 2016. 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 B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

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

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on February 8th, 2016, 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 M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance committee met prior to Council and it was a good meeting.

Health, Safety & Sanitation Committee: Mr. Kolesar reported he has a meeting scheduled for Thursday, February 25<sup>th</sup> at 5:30 p.m.

Public Properties Committee: Mr. Shields stated they will be having a Special Finance meeting on Wednesday, February 23, 2016 at 5:30 pm. The discussion will be on the public pool.

Special Legislation Committee: Mr. Lamb stated they will be meeting on March 9<sup>th</sup> at 6:30 pm. for the discussion of a Deer Management Plan.

Streets & Sidewalks Committee: Mr. Simpson stated he will schedule a meeting in late March to discuss ongoing projects in the city.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose is working on scheduling something for the beginning of March.

**Requests for Council Action:**

**Finance Committee**

- 16-027-2/22 – CDBG Revolving Loan Agreement
- 16-028-2/22 – Letter of Arrangement, 2015 Audit
- 16-029-2/22 – HOME Agreement 133 W. Union – PY14 CHIP Grant
- 16-030-2/22 – HOME Agreement 411 E. North – PY14 CHIP Grant
- 16-031-2/22 – Expenditure Over \$15,000 – HD Supply Waterworks
- 16-032-2/22 – Municipal Courthouse & Parking Facility Budget

16-033-2/22 – MOU - Local Government Safety Capital Grant Program

**Public Properties Committee**

16-034-2/22 – National Wildlife Federation – Monarch Pledge

**Special Legislation Committee**

16-035-2/22 – Deer Management Strategies

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** reported the following:

- 1) Working America Canvassing in City - Legislative and political advocacy as well as educational canvassing of residential areas starting in January and going through the election cycle will be conducted in city. Times of canvassing will be 4 p.m. to 9 p.m. Monday through Friday and 10 a.m. – 5 p.m. on weekends. These activities are constitutionally protected under the First Amendment and do not require registering with city for solicitor's permit, or following solicitor regulations, as they are not selling anything. Working America is not for profit 501C5 labor organization, affiliated with AFL-CIO.
- 2) Armstrong Cable and service for residents - Residents will be receiving a letter from Armstrong Cable advising of in an increase to their cable bill beginning in March. We would like to remind residents that the City of Medina has no regulatory control over cable or internet providers in the City. The State of Ohio through the Department of Commerce now handles all regulatory issues. If residents have concerns or complaints we ask that they reach out to the Department of Commerce in one of the following ways:
  - Call at 1-800-686-7826 from 8AM-5PM Monday through Friday.
  - Obtain a complaint form from the website [www.com.ohio.gov/admin/vsa/complaint.aspx](http://www.com.ohio.gov/admin/vsa/complaint.aspx)
  - Fax a copy of the completed complaint form to 1-614-644-1469
  - Email the completed complaint form to [VSA@com.state.oh.us](mailto:VSA@com.state.oh.us)
  - Mail the completed form to:
    - Ohio Department of Commerce Attn: Video Service Section
    - 77 S. High Street, 23rd Floor
    - Columbus, Ohio 43215

The City has an open door policy inviting competition for Cable and Internet services and as of this meeting no Company has stepped forward to offer competition at this time. We will continue to look at and pursue every option to help the residents of Medina get the best services possible at the best prices.

**Keith Dirham, Finance Director,** Mr. Dirham stated there is a “Then and now” purchase order on the agenda he will address.

**Greg Huber, Law Director,** had no report.

Medina City Council  
February 22nd, 2016

**Sgt. McNab, Police Department**, had no report.

**Kimberly Marshall, Economic Development Director**, had no report.

**Jonathon Mendel, Planning Community Director**, had no report.

**Chief Painter, Fire Chief**, had no report.

**Mike Wright, Recreation Center Director**, The Medina Rec wants to remind the community that we have a "Just Kids Stuff Garage Sale" on Saturday, April 16th from 9 a.m. – 12:00 p.m. We still have vendor spots available. If you are interested in selling items at the sale, you can contact Nita Justice, @ 330-721-6937 to reserve a spot.

**Dan Gladish, Building Official**, had no report.

**Patrick Patton, City Engineer**, reported that last week they began advertising for bids on the Foundry St. Project. This project is 50% paid for through a grant. There will be a public meeting once the contractor is selected and signed.

**Nino Piccoli, Service Director**, acknowledged the Parks and Service crews working well together in preparation for the Ice Festival that was well attended. Trash discussions are still underway with MC-18.

**Notices, Communications and Petition:**

**Liquor Permit:**

Mr. Shields moved not to object to the issuance of a new D-1, D-2 and D-3 permit to South Point LLC, 100 Public Square, Medina, Ohio. Motion seconded by Mr. Simpson. Mayor Hanwell stated this is somewhat of an unusual circumstance, he was contacted today by the Birch Family Limited Partnership which is the property owner for this address. They have not approved a lease or an agreement with South Point LLC nor have they agreed to permit them to have a liquor permit on their property. It appears, with assistance from the Police Dept. that the liquor permit was filed by the applicant in hopes of getting a lease agreement without the knowledge of the owners of the property. Liquor permits can't be authorized in the State of Ohio without the owners of property knowledge or permission. Mayor Hanwell requested Council ask for the hearing that is requested on this form the choice is whether or not to have a hearing and either in Columbus or here, the preference would be if we have to send people and the owner has to send people that the preference would be in Medina County vs. in Columbus. We need a two part motion whether or not to accept it and then on the hearing.

The roll was called and motion failed by the nay votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. Mr. Shields moved a second motion to designate the City of Medina as the location of the hearing as a county seat, seconded by Mr. Simpson. The roll was called and passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Unfinished Business:** There was none.

**Introduction of Visitors:** There were none.

**Introduction and Consideration of Ordinances and Resolutions:**

**Ord. 29-16:**

**An Ordinance amending Ordinance No. 24-16, passed February 8, 2016, relative to the RFP's for Scanning and Indexing Services for the Medina Municipal Court.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 029-16, seconded by Mr. Simpson. Mr. Coyne stated the dates were amended for the RFP's. The roll was called and Ordinance/Resolution No. 029-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. Nay/BL.

**Res. 30-16:**

**A Resolution of the Council of the City of Medina, Medina County, and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 030-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 030-16, seconded by Mr. Simpson. Mr. Dirham stated a purchase order closed due to end of the year and there was work done right after and there was no P.O. at the time. Emergency is needed due to work being completed. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 030-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Ord. 31-16:**

**An Ordinance authorizing the Mayor to accept easement agreements for the West Smith Road Reconstruction Project (Parcels 1-S, T, T1)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 031-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 031-16, seconded by Mr. Simpson. Mr. Patton explained this is for an easement over a storm sewer that was installed. The emergency is needed due to the project being completed and recording is necessary. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, B. Hilberg, B. Lamb, P. Rose, J. Shields, and D. Simpson. M. Kolesar abstained. The roll was called and Ordinance/Resolution No. 031-16 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, B. Lamb, P. Rose, and J. Shields. M. Kolesar abstained.

**Ord. 32-16:**

**An Ordinance authorizing the expenditures for reimbursement of PY14 CHIP Grant Project Funds and Administrative Costs to the City of Wadsworth per the Partnership Agreement.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 032-16, seconded by Mr. Simpson. Mr. Mendel stated this is for reimbursement for the City of Wadsworth through the CHIP program partnership agreement. The roll was called and Ordinance/Resolution No. 032-16 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 33-16:**

**An Ordinance amending Section 31.02 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the new MCRC Senior Activities Coordinator position and approving the job description.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 033-16, seconded by Mr. Simpson. Mr. Wright stated this is for Council to approve the new MCRC Senior Activities Coordinator part time position. This will now reflect the job responsibility in pay. The roll was called and Ordinance/Resolution No. 033-16 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Mr. Shields moved to add Res. 34-16 to the agenda, seconded by Mr. Simpson. The roll was called and Res. 34-16 was added by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Res. 34-16:**

**A Resolution adopting the Housing Revolving Loan Fund Administration Agreement between the State of Ohio, Development Services Agency and the City of Medina, Ohio relative to the Community Housing Improvement Program.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 034-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 034-16, seconded by Mr. Simpson. Mr. Mendel stated this is required as part of the CHIP Program from the State and we have to have this in place prior to the application for the next round of CHIP funds. The emergency is needed due to this being our old agreement and it expired at the end of 2015 and we need the new agreement. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 034-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Council Comments:**

Mr. Rose thanked Dan Gladish for his work. He has taken some issues brought to him by some residents to Dan and he has very quickly and professionally taken care of them.

Mr. Lamb spoke of the Shade Tree Commission Meeting that was held and one of the things that came out of the meeting from the Forester and Parks Director is that they have been working with the gas company and trying to be less invasive as possible.

Medina City Council  
February 22nd, 2016

**Executive Session**

It was moved by Mr. Shields and seconded by Mr. Simpson to enter into Executive Session at 7:56 P.M. To consider the employment of a public employee or official, and for the second purpose of conferences with the board's attorney concerning disputes involving the Board which are the subject of pending or imminent court action to include the Mayor and Law Director. The roll was called on recessing into executive session and passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:14 p.m.

---

Kathy Patton, CMC - Clerk of Council

---

John M. Coyne, President of Council

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

7197985		TRFO	RAMSAI LTD	
PERMIT NUMBER		TYPE	DBA VIP MINI MART	
10	31	2014		
ISSUE DATE		238 N COURT ST		
03	02	2016		
FILING DATE		MEDINA OH 44256		
C1 C2		PERMIT CLASSES		
52	077	C	F15656	
TAX DISTRICT		RECEIPT NO.		

FROM 03/04/2016

1495950			CINEEN INC	
PERMIT NUMBER		TYPE	DBA VIP MINI MART	
10	31	2014		
ISSUE DATE		238 N COURT ST		
03	02	2016		
FILING DATE		MEDINA OH 44256		
C1 C2		PERMIT CLASSES		
52	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 03/04/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/04/2016

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES **C TRFO 7197985**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) -  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL  
132 NORTH ELMWOOD AVENUE  
MEDINA OHIO 44256

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

3304053 PERMIT NUMBER		NEW TYPE	GRAB N GO FIREWOOD LLC DBA GRAB N GO BEVERAGE & MARKET 236B N STATE RD MEDINA OH 44256	
ISSUE DATE				
02 22 2016 FILING DATE				
C1 C2 PERMIT CLASSES				
52 TAX DISTRICT	077 C	B13213 RECEIPT NO.		

FROM 03/07/2016

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT		RECEIPT NO.		



MAILED 03/07/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/07/2016

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES **C NEW 3304053**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL  
132 NORTH ELMWOOD AVENUE  
MEDINA OHIO 44256

**ORDINANCE NO. 35-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE LETTER OF ARRANGEMENT WITH THE AUDITOR OF STATE DAVE YOST FOR THE PREPARATION OF THE ANNUAL AUDIT FOR THE CITY OF MEDINA FOR THE FISCAL PERIOD ENDING DECEMBER 31, 2015.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed sign the Letter of Arrangement with the Auditor of the State of Ohio Dave Yost for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2015.

**SEC. 2:** That the funds to cover this service shall not exceed \$39,000.00 and are available in Account No. 001-0707-52221.

**SEC. 3:** That a copy of the Modification/Extension Agreement is marked Exhibit A, attached hereto, and incorporated herein.

**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**



# Dave Yost • Auditor of State

February 10, 2016

Kelli Dirham, Director of Finance  
City of Medina  
Medina County  
132 North Elmwood  
Medina, Ohio 44256

This letter of arrangement between the City of Medina, Medina County, Ohio, (the City) and the Auditor of State describes the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

#### Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2015. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2016.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

**Engagement Team**

The engagement will be led by:

- \* Dan Stuetzer, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Bill Ward, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Lindsey Young, Audit Manager, who will be responsible for on-site administration of our services to you.

**The Auditing Process**

**Our Responsibilities:**

The *Summary of Services* above describes our responsibilities for the City's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud may exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

**Your Responsibilities and Identification of the Applicable Reporting Framework:**

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.
2. Providing us with:
  - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Federal Awards Expenditures Schedule) in accordance with the applicable criteria.
  - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
  - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

***You should not rely on our audit as your primary means of detecting fraud.***

### **Compliance with Laws and Regulations**

#### **Our Responsibilities**

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

#### **Your Responsibilities:**

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

### **Internal Control**

#### **Our Responsibilities:**

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the City's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

#### **Your Responsibilities:**

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

**Your Responsibility for Service Organizations:**

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1))* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization (SSAE No. 16)* discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16 report.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

***You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.***

Service organizations of which we are aware are:

- Medina County, which bills and collects your property taxes.
- Central Collection Agency (CCA), which bills and collects your income taxes.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, the one for which we believe the complexity of processing and volume of transactions warrant a SSAE No. 16 (or AUP) report is:

- Central Collection Agency (CCA), which bills and collects your income taxes.

Without an acceptable SSAE No. 16 or AUP report for the above-listed organization, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SSAE No. 16 or AUP report to this service organization.

### **Additional Responsibilities and Reporting Under the Uniform Guidance**

#### **Our Responsibilities:**

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on Internal control issued pursuant to the Uniform Guidance

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

#### ***Independent Auditor's Report on Compliance for the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance***

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

#### **Your Responsibilities:**

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Federal Awards Expenditures Schedule and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Federal Awards Expenditures Schedule. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your Entity's single audit submission of the reporting package to the Federal Audit Clearinghouse.

#### Representations from Management

##### Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Federal Awards Expenditures Schedule in accordance with the Uniform Guidance;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the District's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Federal Awards Expenditures Schedule.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related footnotes and required and other supplemental information*).

**Communication**

**Our Responsibilities**

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

**Terms and Conditions Supporting Fee**

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

**Our Responsibilities:**

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

**Your Responsibilities:**

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents, the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

**Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$38,294.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

**Reporting**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter paragraph(s), or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

#### Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

*Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report describes only the scope of our tests of internal control over financial reporting and on compliance and other matters and the results of these tests, and does not opine on the effectiveness of the City's internal control over financial reporting or on compliance or other matters. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance. Accordingly, this report is not suitable for any other purpose.

*Independent Auditor's Report on Compliance for the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:*

This report only describes the scope of our tests of internal control over compliance and the results of these tests based on Single Audit requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

#### Peer Review Report

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

City of Medina  
Medina County  
February 10, 2016  
Page 11

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Bill Ward, Senior Audit Manager at 1-800-626-2297.

Very truly yours,

Dave Yost  
Auditor of State of Ohio



Dan Stuetzer, Chief Auditor

Attachment

cc: Dennis Hanwell, Mayor  
City Council

ACCEPTED BY Dennis Hanwell

\_\_\_\_\_  
DATE

Mayor  
TITLE

2CFR Part 200 REPORTING PACKAGE

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
.300 (d); .310 (b).508(b); .510(b)	Schedule of Federal Awards Expenditures	✓	
.515(a)	Report ("In-relation-to" opinion) on Schedule of Federal Awards Expenditures		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs <sup>1</sup>		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings <sup>4</sup>	✓	
.512(a), (b)	Data Collection Form <sup>2</sup>	✓	✓
.511(c)	Corrective Action Plan <sup>3</sup>	✓	

<sup>1</sup> Required in all cases

<sup>2</sup> You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section \_\_,512(d) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 90 days after receipt of our reports or nine months after the end of the audit period.

<sup>3</sup> Required for any GAGAS level or UG findings

SAMPLE  
AMENDMENT #\_\_\_ TO LETTER OF ARRANGEMENT

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear \_\_\_\_\_:

The letter of arrangement dated \_\_\_\_\_ between the Auditor of State and the Entity is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	
Total this amendment	\$0.00
Previous fee estimate	
Revised fee estimate	<u>\$0.00</u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call \_\_\_\_\_ at \_\_\_\_\_.

Very truly yours,

Dave Yost  
Auditor of State of Ohio

(Name), Chief Auditor

cc: [Engagement Letter cc's]

\_\_\_\_\_  
ACCEPTED BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

National State  
Auditors Association  
An Affiliate of NASACT



Headquarters Office  
445 Lewis Hargett Circle, Suite 250  
Lexington, KY 40503-3590  
P (609) 278-1147, F (609) 278-0507  
www.nasact.org

Washington Office  
The Hall of the States  
444 N. Capitol Street, NW, Suite 224  
Washington, DC 20001  
P (202) 624-5451, F (202) 624-5473

PEER REVIEW REPORT  
April 3, 2016

The Honorable David Yost, Ohio Auditor of State  
Office of Auditor of State  
88 E. Broad Street, 5<sup>th</sup> Floor  
Columbus, Ohio 43215

Dear Auditor of State:

We have reviewed the system of quality control of the Ohio Auditor of State (the office) in effect for the period March 1, 2014 through February 28, 2016. A system of quality control encompasses the office's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The design of the system and compliance with it are the responsibility of the office. Our responsibility is to express an opinion on the design of the system and the office's compliance with the system based on our review.

We conducted our review in accordance with the policies and procedures for external peer reviews established by the National State Auditors Association (NSAA). In performing our review, we obtained an understanding of the office's system of quality control for engagements conducted in accordance with professional standards. In addition, we tested compliance with the office's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the office's policies and procedures on selected engagements. The engagements selected represented a reasonable cross-section of the office's engagements conducted in accordance with professional standards. We believe that the procedures we performed provide a reasonable basis for our opinion.

Our review was based on selective tests; therefore it would not necessarily disclose all design matters in the system of quality control or all compliance matters with the system. Also, there are inherent limitations in the effectiveness of any system of quality control; therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control of Ohio Auditor of State in effect for the period March 1, 2014 through February 28, 2016 has been suitably designed and was complied with during the period to provide the audit organization with reasonable assurance of performing and reporting in conformity with *Government Auditing Standards* in all material respects. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Ohio Auditor of State has received a peer review rating of *pass*.

Keith Dommer, CPA  
Team Leader  
National State Auditors Association  
External Peer Review Team

Kathleen A. Davies, CPA-PA  
Concurring Reviewer  
National State Auditors Association  
External Peer Review Team

**ORDINANCE NO. 36-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HOME WRITTEN AGREEMENT WITH MILDRED AND STERLING MEDLEY, 133 W. UNION STREET, FOR PRIVATE OWNER REHABILITATION ASSISTANCE TO THE OWNER UTILIZING HOME FUNDS MADE AVAILABLE THROUGH THE PY14 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is authorized and directed to enter into a Home Written Agreement with Mildred and Sterling Medley, 133 W. Union Street, for Private Owner Rehabilitation Assistance to the Owner utilizing HOME funds made available through the PY 14 Community Housing Impact and Preservation Program.
- SEC. 2:** That a copy of the Home Written Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That the funds to cover this agreement in the amount of \$31,395.00 to be paid to the Contractor GCG Construction, Inc. are available in Account No. 139-0404-52215, Project #AC-14-13.
- 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 work cannot begin until this agreement is signed; 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:** \_\_\_\_\_  
**Clerk of Council**

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

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

## CITY OF MEDINA

(In partnership with the Cities of Brunswick & Wadsworth)

### COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (PY 2014 CHIP)

#### HOME WRITTEN AGREEMENT

PRIVATE OWNER REHAB ASSISTANCE

NOTICE TO HOMEOWNER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). You should read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a partially forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT made and entered into by and between CITY OF MEDINA (hereinafter referred to as "CITY") and MILDRED & STERLING MEDLEY, (hereinafter referred to as "OWNER") for Private Owner Rehabilitation Assistance to the OWNER utilizing HOME Funds made available through a Community Housing Impact and Preservation ("CHIP") Grant obtained by City of Medina from the Ohio Development Services Agency, Office of Community Development for the residence at 133 W. Union Street, Medina, Ohio.

OWNER attests and the CITY has verified that the OWNER qualifies as a low-income individual or household as defined by the HOME Program. "Low-income" is defined as an individual or household whose total income does not exceed 80% of the Area Median Income (AMI) as defined by HUD.

The County Auditor has valued the property at \$ 63,520.00. The after rehab value of the home will not exceed \$157,000 which is 95% of the maximum purchase price for assistance;

OWNER certifies that the residence at 133 W. Union Street, Medina, Ohio is OWNER's principal place of residence.

OWNER desires to rehabilitate, renovate, reduce lead-based paint hazards and improve the aforesaid premises. Pursuant to the HOME Program rules, the property that is the subject of this Agreement must meet the Ohio Development Services Agency, Office of Community Development Residential Rehabilitation Standards and all local code requirements.

OWNER understands that the purpose of the Private Owner Rehabilitation Program is to correct basic building code violations, health and safety issues including lead based paint hazards for qualified homeowners with household incomes at or below 80% of median income in City of Medina. Only single-family, owner-occupied housing units within the City's service area for the grant funds are eligible for this program.

The CITY will provide Private Owner Rehabilitation Assistance to OWNER in the form of a 5 year deferred, partially forgivable loan. The principal amount of the loan shall be reduced over the first five years by seventeen percent (17%) of the original principal balance of the Loan for each year the loan is outstanding. The interest rate for this loan is zero percent (0%). **No payment will be required so long as the applicant continues to live in and own the home.** The loan will be secured by a mortgage and promissory note with a declining repayment agreement. Should OWNER no longer reside in the home, the amount remaining due on the mortgage will be due and payable to City of Medina.

This Agreement shall remain in force until satisfied as long as the home remains the principal residence of the OWNER. Should the OWNER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the OWNER will be required to repay any amount that has not yet been forgiven as set forth in the Agreement, as of the day the home is no longer the principal place of residence of the OWNER.

OWNER(s) hereby agrees to the following terms and conditions in order to receive housing rehabilitation assistance.

1. Inspection. OWNER will allow inspection of the property by City of Medina staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are bidding on the proposed rehabilitation work during normal business hours.

Inspections will be made before, during and after completion of the rehabilitation work. All inspections will be made by appointment arranged in advance.

2. Competitive Bidding. OWNER will work with City of Medina staff to seek competitive bids on OWNER's behalf from qualified contractors for all the rehabilitation work. Bids will be requested according to the procedures established by City of Medina staff and in accordance with federal, state and local laws.
3. Agreement with Contractor. OWNER agrees to enter into a Contract with the lowest and best bidder, normally to the low bidder. OWNER understands that OWNER may reject, in writing the low bidder in favor of the next highest bidder if in my opinion the low bidder does not possess the experience, skill or resources to satisfactorily complete the job, or the ability to proceed in a timely manner, or who has not visited my house, before preparing the bid.
4. Property Standards. Pursuant to HOME Program rules, as stated above, the property that is the subject of the Agreement must meet the Ohio Development Services Agency, Office of Community Development Residential Rehabilitation Standards and all local code requirements upon completion of the work funded by the CHIP Program's Private Owner Rehabilitation Program.
4. Homeowner Modifications. OWNER agrees **not** to make any changes to the home that will affect the estimate of repairs i.e. removing kitchen cabinets, removing carpeting, removing walls, etc. Doing so may result in denial of assistance.

5. Side Agreements. OWNER will refrain from making side agreements with the contractor for work not included in OWNER's Agreement with the Contractor, or not included in any written Change Orders approved by City of Medina staff until all work under the Contract is satisfactory and closing inspections are completed. City of Medina staff assumes no responsibility for the cost or quality of work not covered by the Agreement or approved by Change Orders.
6. Access. OWNER agrees to provide access to the contractor and subcontractors awarded the bid between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (unless otherwise agreed to by the parties at the preconstruction meeting) in order to facilitate timely completion of the project.
6. Conflict of Interest. OWNER will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for rehabilitation assistance. OWNER will not allow any member of the United States Congress or State government, elected official of the CITY or City of Medina employee who exercises any functions or responsibilities in connection with the administration of this Housing Rehabilitation Program to have any interest in or benefit from a rehabilitation loan or grant financed under my Agreement.
7. Non-Discrimination. OWNER will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
8. Maintenance of the Property. OWNER will make every reasonable effort to keep the property in safe, sound and habitable condition following completion of the rehabilitation work through the affordability period.
9. Hazard Insurance. OWNER will at all times during the duration of this Agreement maintain a valid and current insurance policy on the property rehabilitated in an amount based on its value after rehabilitation. Such insurance must be maintained throughout the term of the loan and shall carry an endorsement to the CITY.
10. Loan Subordination. OWNER agrees that the property is not available as a source of collateral for future loans when such loans require subordination of the CITY's loan. The CITY may subordinate its loan if, in its judgment, it is in the best interests of both the CITY and the OWNER and approved in writing.
11. Loan Repayment. OWNER agrees to execute a Promissory Note, Declining Payment Agreement and Mortgage. The specific terms governing the loan are contained in the Promissory Note, Declining Payment Agreement and the Truth-in-Lending Statement. OWNER understands that the terms of the loan include a declining repayment agreement with a 15% payback after the affordability period.
12. Right to Financial Privacy. The Federal Financial Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the CITY must inform the rehabilitation client that no financial information will be disclosed or released to another government agency (except the Ohio Development Services Agency (ODSA) and the U.S. Department of Housing and Urban Development (HUD) which may review the file on a monitoring visit) without the prior written consent of the client. Financial records involving my

transaction will be available to ODSA and HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the rehabilitation program must contain a signed Authorization to Release Information.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

State of Ohio: ) SS:  
County of \_\_\_\_\_ )

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged and signed the foregoing instrument and their signing was their free act.

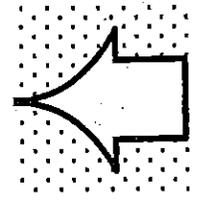
IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

CITY OF MEDINA

\_\_\_\_\_  
*Dennis Hanwell, Mayor*  
City of Medina

\_\_\_\_\_  
Date



State of Ohio: ) SS:  
County of \_\_\_\_\_ )

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged and signed the foregoing instrument and their signing was their free act.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



**ORDINANCE NO. 37-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HOME WRITTEN AGREEMENT WITH KATHLEEN M. LONG, 411 E. NORTH STREET, FOR PRIVATE OWNER REHABILITATION ASSISTANCE TO THE OWNER UTILIZING HOME FUNDS MADE AVAILABLE THROUGH THE PY14 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is authorized and directed to enter into a Home Written Agreement with Kathleen M. Long, 411 E. North Street, for Private Owner Rehabilitation Assistance to the Owner utilizing HOME funds made available through the PY 14 Community Housing Impact and Preservation Program.
- SEC. 2:** That a copy of the Home Written Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That the funds to cover this agreement in the amount of \$26,840.00 to be paid to the Contractor, Your Construction, are available in Account No. 139-0404-52215, Project #AC-14-13.
- 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 work cannot begin until this agreement is signed; 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:** \_\_\_\_\_  
**Clerk of Council**

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

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

Ord. 37-16  
Exh. A

## CITY OF MEDINA

(In partnership with the Cities of Brunswick & Wadsworth)

### COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (PY 2014 CHIP)

#### HOME WRITTEN AGREEMENT

PRIVATE OWNER REHAB ASSISTANCE

NOTICE TO HOMEOWNER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). You should read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a partially forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT made and entered into by and between CITY OF MEDINA (hereinafter referred to as "CITY") and KATHLEEN M. LONG, (hereinafter referred to as "OWNER") for Private Owner Rehabilitation Assistance to the OWNER utilizing HOME Funds made available through a Community Housing Impact and Preservation ("CHIP") Grant obtained by City of Medina from the Ohio Development Services Agency, Office of Community Development for the residence at 411 E. North Street, Medina, Ohio.

OWNER attests and the CITY has verified that the OWNER qualifies as a low-income individual or household as defined by the HOME Program. "Low-income" is defined as an individual or household whose total income does not exceed 80% of the Area Median Income (AMI) as defined by HUD.

The County Auditor has valued the property at \$ 87,750.00. The after rehab value of the home will not exceed \$157,000 which is 95% of the maximum purchase price for assistance;

OWNER certifies that the residence at 411 E. North Street, Medina, Ohio is OWNER's principal place of residence.

OWNER desires to rehabilitate, renovate, reduce lead-based paint hazards and improve the aforesaid premises. Pursuant to the HOME Program rules, the property that is the subject of this Agreement must meet the Ohio Development Services Agency, Office of Community Development Residential Rehabilitation Standards and all local code requirements.

OWNER understands that the purpose of the Private Owner Rehabilitation Program is to correct basic building code violations, health and safety issues including lead based paint hazards for qualified homeowners with household incomes at or below 80% of median income in City of Medina. Only single-family, owner-occupied housing units within the City's service area for the grant funds are eligible for this program.

The CITY will provide Private Owner Rehabilitation Assistance to OWNER in the form of a 5 year deferred, partially forgivable loan. The principal amount of the loan shall be reduced over the first five years by seventeen percent (17%) of the original principal balance of the Loan for each year the loan is outstanding. The interest rate for this loan is zero percent (0%). No payment will be required so long as the applicant continues to live in and own the home. The loan will be secured by a mortgage and promissory note with a declining repayment agreement. Should OWNER no longer reside in the home, the amount remaining due on the mortgage will be due and payable to City of Medina.

This Agreement shall remain in force until satisfied as long as the home remains the principal residence of the OWNER. Should the OWNER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the OWNER will be required to repay any amount that has not yet been forgiven as set forth in the Agreement, as of the day the home is no longer the principal place of residence of the OWNER.

OWNER(s) hereby agrees to the following terms and conditions in order to receive housing rehabilitation assistance.

1. Inspection. OWNER will allow inspection of the property by City of Medina staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are bidding on the proposed rehabilitation work during normal business hours.

Inspections will be made before, during and after completion of the rehabilitation work. All inspections will be made by appointment arranged in advance.

2. Competitive Bidding. OWNER will work with City of Medina staff to seek competitive bids on OWNER's behalf from qualified contractors for all the rehabilitation work. Bids will be requested according to the procedures established by City of Medina staff and in accordance with federal, state and local laws.
3. Agreement with Contractor. OWNER agrees to enter into a Contract with the lowest and best bidder, normally to the low bidder. OWNER understands that OWNER may reject, in writing the low bidder in favor of the next highest bidder if in my opinion the low bidder does not possess the experience, skill or resources to satisfactorily complete the job, or the ability to proceed in a timely manner, or who has not visited my house, before preparing the bid.
4. Property Standards. Pursuant to HOME Program rules, as stated above, the property that is the subject of the Agreement must meet the Ohio Development Services Agency, Office of Community Development Residential Rehabilitation Standards and all local code requirements upon completion of the work funded by the CHIP Program's Private Owner Rehabilitation Program.
4. Homeowner Modifications. OWNER agrees not to make any changes to the home that will affect the estimate of repairs i.e. removing kitchen cabinets, removing carpeting, removing walls, etc. Doing so may result in denial of assistance.

5. Side Agreements. OWNER will refrain from making side agreements with the contractor for work not included in OWNER's Agreement with the Contractor, or not included in any written Change Orders approved by City of Medina staff until all work under the Contract is satisfactory and closing inspections are completed. City of Medina staff assumes no responsibility for the cost or quality of work not covered by the Agreement or approved by Change Orders.
6. Access. OWNER agrees to provide access to the contractor and subcontractors awarded the bid between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (unless otherwise agreed to by the parties at the preconstruction meeting) in order to facilitate timely completion of the project.
6. Conflict of Interest. OWNER will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for rehabilitation assistance. OWNER will not allow any member of the United States Congress or State government, elected official of the CITY or City of Medina employee who exercises any functions or responsibilities in connection with the administration of this Housing Rehabilitation Program to have any interest in or benefit from a rehabilitation loan or grant financed under my Agreement.
7. Non-Discrimination. OWNER will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
8. Maintenance of the Property. OWNER will make every reasonable effort to keep the property in safe, sound and habitable condition following completion of the rehabilitation work through the affordability period.
9. Hazard Insurance. OWNER will at all times during the duration of this Agreement maintain a valid and current insurance policy on the property rehabilitated in an amount based on its value after rehabilitation. Such insurance must be maintained throughout the term of the loan and shall carry an endorsement to the CITY.
10. Loan Subordination. OWNER agrees that the property is not available as a source of collateral for future loans when such loans require subordination of the CITY's loan. The CITY may subordinate its loan if, in its judgment, it is in the best interests of both the CITY and the OWNER and approved in writing.
11. Loan Repayment. OWNER agrees to execute a Promissory Note, Declining Payment Agreement and Mortgage. The specific terms governing the loan are contained in the Promissory Note, Declining Payment Agreement and the Truth-in-Lending Statement. OWNER understands that the terms of the loan include a declining repayment agreement with a 15% payback after the affordability period.
12. Right to Financial Privacy. The Federal Financial Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the CITY must inform the rehabilitation client that no financial information will be disclosed or released to another government agency (except the Ohio Development Services Agency (ODSA) and the U.S. Department of Housing and Urban Development (HUD) which may review the file on a monitoring visit) without the prior written consent of the client. Financial records involving my

transaction will be available to ODSA and HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the rehabilitation program must contain a signed Authorization to Release Information.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

State of Ohio: ) SS:  
County of \_\_\_\_\_ )

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged and signed the foregoing instrument and their signing was their free act.

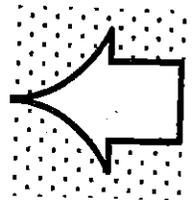
IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

CITY OF MEDINA

\_\_\_\_\_  
*Dennis Hanwell, Mayor*  
City of Medina

\_\_\_\_\_  
Date



State of Ohio: ) SS:  
County of \_\_\_\_\_ )

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged and signed the foregoing instrument and their signing was their free act.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



**ORDINANCE NO. 38-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY SHERIFF'S DEPARTMENT, MONTVILLE TOWNSHIP, MEDINA TOWNSHIP, MEDINA COUNTY EMERGENCY MANAGEMENT AGENCY AND THE CITY OF MEDINA FOR A LOCAL GOVERNMENT SAFETY CAPITAL GRANT, 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 execute a Memorandum of Understanding with the Medina County Sheriff's Department, Montville, Township, Medina Township, Medina County Emergency Management Agency and the City of Medina, Ohio for a Local Government Safety Capital Grant.

**SEC. 2:** That a copy of the Memorandum of Understanding 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 the application deadline is March 31, 2016; 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:** \_\_\_\_\_  
**Clerk of Council**

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

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

**ORDINANCE NO. 39-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT WITH THE POST/COLEMAN FAMILY LIMITED PARTNERSHIP FOR PROPERTY LOCATED AT 260 STATE ROAD FOR THE PURPOSE OF COMPLETING THE WEST SMITH RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a Right-of-Way Purchase Agreement with the Post/Coleman Family Limited Partnership for property located at 260 State Road for the purpose of completing the West Smith Reconstruction Project.
- SEC. 2:** That the funds to cover the Right-of-Way Purchase Agreement, in the amount of \$122,962.00 are available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Purchase Agreement is marked Exhibit A, attached hereto and incorporated herein.
- 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 execute said right-of-way agreement to allow the project to proceed as quickly as possible; 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:** \_\_\_\_\_  
**Clerk of Council**

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

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

Ord. 39.16  
Exh. A

CONTRACT

CITY OF MEDINA – WEST SMITH ROAD PROJECT

This Agreement is by and between the City of Medina ["Purchaser"] and The Post/Coleman Family Limited Partnership ["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

The Seller has agreed to Donate to the City of Medina all of the land that is needed to build the West Smith Road project, which is identified within this agreement as 13-WDV, TV, TV1 and attached as Exhibit A. By donating, the Seller has agreed to forgo the \$9,400.00 in compensation that was originally offered to the Seller for the required right of way. As a separate item, the Purchaser has agreed to pay the Seller the sum of \$122,962.00, which sum shall constitute the entire amount of compensation due Seller for: (a) Standard Welding to acquire 0.55606 acres of land from the adjacent property owner (A.I. Root) to allow for new parking (b) allow modifications to be made to the Standard Welding's building and site per the quote from 620 Construction attached to this agreement as Exhibit B (c) Seller's covenants set forth herein.

The City of Medina shall be responsible for all costs and fees relating to the creation and recording of a new lot consisting of 0.55606 acres of property located immediately east of and adjacent to Seller's property that the Seller will be acquiring from the A.I. Root Co. (PPN 028-19A-20-09), including all costs associated with surveying, preparation of the plat creating the lot split, and recording of said plat.

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 for the real property identified as 13-WDV. 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. **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 at the time of signing this agreement.

4. **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.

5. **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.

6. **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.

**7. 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.

**8. 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.

**9. Payment Date**

The consummation 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 this Agreement. Provided, however, in no event shall such consummation occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**10. 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.

**11. 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.

**12. 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 The Post/Coleman Family Limited Partnership have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE POST/COLEMAN FAMILY LIMITED PARTNERSHIP

Charles F. Coleman

By: Charles F. Coleman  
Managing Partner

Date: 2.24.16

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 24<sup>th</sup> day of February, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Charles F. Coleman, who acknowledged being the Managing Partner and duly authorized agent of The Post/Coleman Family Limited Partnership, 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  
In and for the State of Ohio  
My Commission Expires  
August 22, 2018

[Signature]

NOTARY PUBLIC  
My Commission expires: 8/22/18

CITY OF MEDINA

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

EXHIBIT A

Page 1 of 2

Rev. 05/09

RX 251 WDV

PID 81334

Ver. Date 12/17/2012

PARCEL 13-WDV AM  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Surveyor's description of the premises follows

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 00 degrees 03 minutes 58 seconds West along the centerline survey of State Road a distance of 30.49 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 30.00 feet to the existing easterly right of way line of State Road and being the South West corner of said out lot 15 and the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along the existing right of way, also being the westerly line of Out Lot 15 and to the southwest corner of said Out Lot 15 a distance of 390.98 feet to an Iron Pin Set;
2. thence North 79 degrees 38 minutes 55 seconds East a distance of 5.08 feet to an Iron Pin Set;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 310.58 feet to an Iron Pin Set;
4. thence South 05 degrees 38 minutes 21 seconds East a distance of 44.60 feet to an Iron Pin Set;
5. thence along a curve to the left, said curve having a radius of 40 feet and an arc length of 59.58 feet, said arc subtending a central angle of 85 degrees 20 minutes 56 seconds and having a chord bearing and distance of South 48 degrees 18 minutes 49 seconds East, 54.23 feet to an Iron Pin Set on the existing northerly right of way line of West Smith Road and

EXHIBIT A

Page 2 of 2

Rev. 05/09

RX 251 WDV

- south line of Out Lot 15;
6. thence South 89 degrees 00 minutes 43 seconds West along said right of way line a distance of 49.79 feet to the existing easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0588 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



*[Handwritten Signature]*

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

Legal Approved  
Date 1-8-2013  
By Beth Wilcox

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 287 TV

PID 81334.

Ver. Date 12/17/2012

PARCEL 13-TV AM  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997, to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 89 degrees 00 minutes 43 seconds East along the centerline survey of West Smith Road a distance of 50.77 feet; thence North 00 degrees 59 minutes 17 seconds West a distance of 43.00 feet to the intersection of the proposed northerly right of way line and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 00 minutes 43 seconds East a distance of 151.78 feet to a point and the easterly property line;
2. thence South 00 degrees 14 minutes 44 seconds East a distance of 13.00 feet to a point and the existing northerly right of way line of West Smith Road;
3. thence South 89 minutes 00 minutes 43 seconds West along existing right of way line a distance of 122.10 feet to a point;
4. thence along a curve to the right, said curve having a radius of 40 feet and an arc length of 33.19 feet, said arc subtending a central angle of 47 degrees 32 minutes 45 seconds and having a chord bearing and distance of North 67 degrees 12 minutes 55 seconds West, 32.25 feet to a point and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0426 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

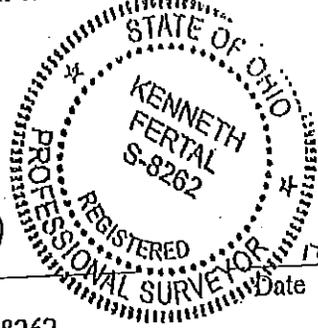
Page 2 of 2

Rev. 06/09

RX 287 TV

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



*[Handwritten Signature]*

12/17/2012

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 287 TV

PID 81334

Ver. Date 09/15/2014

PARCEL 13-TV1 MS  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of  
Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The  
Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina  
County Recorders Records and being a parcel of land lying on the right side of the centerline of  
right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of State Road, at Station  
00+00.00, and the centerline of right of way of West Smith Road, at Station 64+97.29; thence  
North 00 degrees 03 minutes 58 seconds West along the centerline of right of way of State Road  
a distance of 185.41 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of  
35.00 feet to the proposed easterly right of way line of State Road and being the TRUE POINT  
OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along said proposed right of way line a  
distance of 209.73 feet to a point;
2. thence North 89 degrees 56 minutes 02 seconds East a distance of 17.00 feet to a point;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 130.00 feet to a point;
4. thence North 89 degrees 56 minutes 02 seconds East a distance of 13.00 feet to a point;
5. thence South 00 degrees 03 minutes 58 seconds East a distance of 79.73 feet to a point;
6. thence South 89 degrees 56 minutes 02 seconds West a distance of 30.00 feet to a point and  
the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel  
Number 028-19A-20-070 and contains a gross lake of 0.1056 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North  
Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262, on  
September 15, 2014.

EXHIBIT A

Page 2 of 2

Rev. 06/09

RX 287 TV

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.

  
Kenneth Fertal  
Professional Surveyor #8262

7/15/2019  
Date

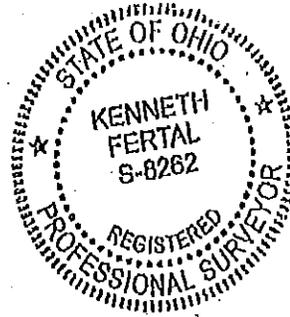




EXHIBIT B

STANDARD WELDING AND STEEL PRODUCTS  
MEDINA, OHIO 44258

FABRICATED  
STRUCTURAL

STEEL

WAREHOUSE  
WELDING

OFFICE AND PLANT  
260 SOUTH STATE ROAD  
P.O. Box 297  
MEDINA, OHIO 44258

MEDINA 330-725-4151  
CLEVELAND 330-273-2777  
FAX 330-723-0399

- Acquire .55606 acres from A.I. Root @ \$35,000 per acre
  - Root to retain underground rights to natural resources
- Simmons Brothers proposal @ \$131,951.00
  - See following pages for Simmons details
- 620 Construction proposal @ \$103,500.00
  - See following pages for 620 details
- Assuming lowest bidder

\$ 19,462.10

\$103,500.00

SUBTOTAL: \$122,962.10

• NOTE: Subtotal does not include land survey, title or legal work fees for the property transfer.

620 East Smith Road, Medina, Ohio 44256



PH. 330-722-0620 FAX. 330-722-3210

MONROE ENGINEERING COMPANY  
**CONSTRUCTION**  
employee owned

January 15, 2016

Standard Welding  
260 S. State Road  
Medina, Ohio 44256  
Attn: Mr. Chris Coleman

We are pleased to present you with our Proposal for Interior renovation work at your existing facility in Medina. The following is a general scope of work for this project based on our site visit, the Detailed Site Plan provided by the City of Medina dated November 16, 2016 and is subject to revision upon final design and scope.

### 1000 - GENERAL CONDITIONS

- Architectural design fees for interior/building modifications are included.
- A \$1,000 Allowance is included for building permit fees.
- Layout and staking of parking and driveway is included.
- Project Management and on-site Supervision are included in this Proposal.
- Temporary office and toilet facilities are included in this proposal.
- Dumpsters are included for construction debris removal.
- General and final cleanup of jobsite is included.

#### EXCLUSIONS:

- Pre-construction soil borings are not included.
- Site/Civil engineering and design fees are not included.
- Grading permit fees are not required as per Pat Patton.
- Temporary power and water are to be made available by Owner during construction

### 2000 - SITEWORK & DEMOLITION

- Selective demolition to include the following:
  - Remove one (1) existing overhead door and track.
  - Remove existing fixed glass window in hallway.
  - Remove 110 square feet of existing VCT.
  - Remove 145 square feet of existing lay-in acoustical ceiling tile.
- Sawcut and remove concrete apron at Smith Road as per the plans.
- Provide tree clearing, stump grinding, and debris removal as necessary for Sitework.
- Erosion control including approximately 270' of silt fence and 2 inlet protection devices. Maintenance and removal of erosion control structure.
- cuts and fills necessary to bring site to grade.
- Haul out unneeded spoils.
- Application of finish grade with salvaged topsoil will be placed in green areas.
- Install Storm sewer work as follows:
  - 100' of 24" HDPE pipe.
  - 225' of 8" PVC pipe.
  - Two (2) 2-2-B catch basins.
  - One (1) concrete ½ headwall.
- Install 5,610 square feet of gravel drive and parking area consisting of TX-140 geogrid with 1" of compacted #8 limestone over 2" of #57 limestone over 4" of #1&#2 limestone.
- Asphalt paving to include the following:

- 4,788 square feet of 4" asphalt paving over 4" of compacted limestone base as per the Site Plan.
- Pavement striping as per the Site Plan.

**EXCLUSIONS:**

- Installation of new concrete aprons and sidewalks are to be by The City of Medina as per the plans.
- Pre-cast parking bumpers are not included.

**3000 - CONCRETE**

- Form and pour 105 square feet of interior reinforced concrete landing and ramp from new South entrance down to existing finish floor elevation.
- Install two (2) 12" diameter concrete sign foundations with anchor bolts outside of new South entrance door.

**4000 - MASONRY**

- Cut-in three (3) exterior 3'x7' openings into existing exterior masonry walls.
- Enlarge existing East overhead door opening from 10'-0" x 10'-0" to 16'-0" x 10'-0".

**5000 - METALS**

- Install Standard Welding supplied lintel beams and lintel angles.
- Install four (4) 6" diameter Standard Welding supplied pipe bollards.
- Install 15 lineal feet of Standard Welding supplied handrail at interior ramp location.

**6000 - CARPENTRY**

- Re-frame for new reception window as necessary.

**7000 - THERMAL & MOISTURE PROTECTION**

- None.

**8000 - DOORS & WINDOWS**

- Furnish and install Aluminum storefront entrance glass as follows:
  - One (1) 3'-0" x 7'-0" storefront entrance on South wall with 1" Insulated glass.
  - One (1) interior 8'x8' storefront vestibule entrance door with sidelites and 1/2" un-insulated glass.
- Two (2) exterior hollow metal doors with welded hollow metal frames and commercial hardware.
- One (1) 16'-0" x 10'-0" Insulated sectional overhead door with standard lift track, manual operation and one (1) full-view section.

**9000 - FINISHES - OFFICE AREA**

- Install 145 square feet of new 2x4 lay-in acoustical ceiling in new vestibule area.
- Cut-in new 4'x7' opening in existing office and provide drywall jambs and header.
- Install 145 square feet of 2x4 lay-in acoustical ceiling in new vestibule.
- Floor coverings to include the following:
  - 145 square feet of VCT flooring to match existing.
  - 36 lineal feet of 4" vinyl cove base.
- Painting to include the following:
  - Prime and paint drywall around new office opening to match existing.
  - Paint existing masonry in new vestibule hallway.
  - Two (2) hollow metal door frames and hollow metal doors.
  - Four (4) pipe bollards.
  - Masonry jambs at new exterior openings.

**10000 - SPECIALTIES**  
 None.

**11000 - SPECIAL EQUIPMENT**  
 None.

**12000 - FURNISHINGS**  
 None.

**13000 - PRE-ENGINEERED BUILDING**  
 None.

**15000 - MECHANICAL**  
 Install one (1) return air grille in new vestibule.

**16000 - ELECTRICAL**  
 Electrical work to include the following:  
- Two (2) new 250W wall pak lights on East wall.  
- Three (3) new exit/emergency lights.  
- One (1) exit light.  
- Three (3) remote emergency lights.

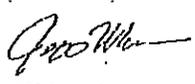
**EXCLUSIONS:**  
 Security system.  
 Fire alarm system.

**WE PROPOSE TO PROVIDE LABOR, MATERIAL, AND EQUIPMENT OF THE WORK DESCRIBED HEREIN FOR THE SUM OF \$103,500.00**

**COST BREAKDOWN**  
Sitework: \$67,718.00  
Building Improvements: \$35,781.00

**ALTERNATES**

1. Eliminate Vestibule Entrance - DEDUCT: (\$2,579.00)  
Eliminate 8'x8' Interior vestibule storefront entrance and exit light. Existing ceiling tile to remain and existing hall window to be replaced with sliding glass reception window.

Respectfully Submitted,  
  
Jeff Maurer  
Estimator/Project Manager

ODOT LPA RE 810  
Rev. 09/2009

CR  
LPA

**RESOLUTION OF  
The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership**

WHEREAS, the City of Medina, Ohio desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this limited partnership, and more particularly described as follows:

PARCEL(S): 13 WDV,TV,TV1  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina, Ohio has offered in good faith to purchase said certain parcel or parcels of land, as described in Exhibit A.

NOW THEREFORE BE IT RESOLVED by the Board of Directors/Partners of The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership that Charles F. Coleman shall be, and hereby is, the duly authorized, empowered and acting agent of The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership for the purpose of executing and delivering to the City of Medina, Ohio all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership to City of Medina, Ohio, for the hereinabove mentioned consideration.

Charles F. Coleman 2-24-16

By: Charles F. Coleman

Its: General Partner

EXHIBIT A

Page 1 of 2

Rev. 05/09

RX 251 WDV

Ver. Date 12/17/2012

PID 81334

PARCEL 13-WDV AM  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 00 degrees 03 minutes 58 seconds West along the centerline survey of State Road a distance of 30.49 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 30.00 feet to the existing easterly right of way line of State Road and being the South West corner of said out lot 15 and the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along the existing right of way, also being the westerly line of Out Lot 15 and to the southwest corner of said Out Lot 15 a distance of 390.98 feet to an Iron Pin Set;
2. thence North 79 degrees 38 minutes 55 seconds East a distance of 5.08 feet to an Iron Pin Set;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 310.58 feet to an Iron Pin Set;
4. thence South 05 degrees 38 minutes 21 seconds East a distance of 44.60 feet to an Iron Pin Set;
5. thence along a curve to the left, said curve having a radius of 40 feet and an arc length of 59.58 feet, said arc subtending a central angle of 85 degrees 20 minutes 56 seconds and having a chord bearing and distance of South 48 degrees 18 minutes 49 seconds East, 54.23 feet to an Iron Pin Set on the existing northerly right of way line of West Smith Road and

EXHIBIT A

Page 2 of 2

Rev. 05/09

RX 251 WDV

- south line of Out Lot 15;
6. thence South 89 degrees 00 minutes 43 seconds West along said right of way line a distance of 49.79 feet to the existing easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0588 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



  
\_\_\_\_\_

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/17/2012  
Date

Legal Approved  
Date 1-8-2013  
By Beth Nika

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 287 TV

Ver. Date 12/17/2012

PID 81334

PARCEL 13-TV AM  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997, to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 89 degrees 00 minutes 43 seconds East along the centerline survey of West Smith Road a distance of 50.77 feet; thence North 00 degrees 59 minutes 17 seconds West a distance of 43.00 feet to the intersection of the proposed northerly right of way line and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 00 minutes 43 seconds East a distance of 151.78 feet to a point and the easterly property line;
2. thence South 00 degrees 14 minutes 44 seconds East a distance of 13.00 feet to a point and the existing northerly right of way line of West Smith Road;
3. thence South 89 minutes 00 minutes 43 seconds West along existing right of way line a distance of 122.10 feet to a point;
4. thence along a curve to the right, said curve having a radius of 40 feet and an arc length of 33.19 feet, said arc subtending a central angle of 47 degrees 32 minutes 45 seconds and having a chord bearing and distance of North 67 degrees 12 minutes 55 seconds West, 32.25 feet to a point and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0426 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

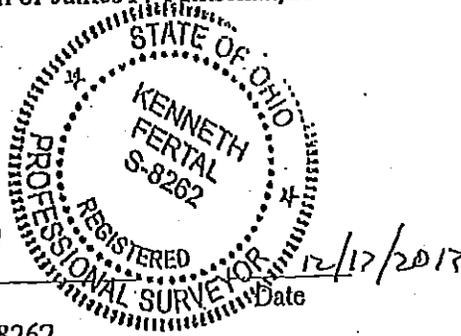
Page 2 of 2

Rev. 06/09

RX 287 TV

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



*Kenneth Fertal*

Kenneth Fertal  
Professional Surveyor #8262  
HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

**EXHIBIT A**

Page 1 of 2  
Rev. 06/09

RX 287 TV

Ver. Date 09/15/2014

PID 81334

MS  
PARCEL 13-TV1  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorder's Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of State Road, at Station 00+00.00, and the centerline of right of way of West Smith Road, at Station 64+97.29; thence North 00 degrees 03 minutes 58 seconds West along the centerline of right of way of State Road a distance of 185.41 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 35.00 feet to the proposed easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along said proposed right of way line a distance of 209.73 feet to a point;
2. thence North 89 degrees 56 minutes 02 seconds East a distance of 17.00 feet to a point;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 130.00 feet to a point;
4. thence North 89 degrees 56 minutes 02 seconds East a distance of 13.00 feet to a point;
5. thence South 00 degrees 03 minutes 58 seconds East a distance of 79.73 feet to a point;
6. thence South 89 degrees 56 minutes 02 seconds West a distance of 30.00 feet to a point and the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross lake of 0.1056 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262, on September 15, 2014.

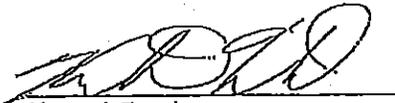
EXHIBIT A

Page 2 of 2

Rev. 06/09

RX 287 TV

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.

  
Kenneth Fertal  
Professional Surveyor #8262

9/15/2014  
Date



**ORDINANCE NO. 40-16**

**AN ORDINANCE AMENDING ORDINANCE NO. 165-15,  
PASSED DECEMBER 22, 2015. (Amendments to 2016 Budget)**

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

**SEC. 1:** That Ordinance No. 165-15, passed December 22, 2015, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
107-0110-52211 (Fire Dept.-Donations)	1,828.00 *

**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**