

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

January 28, 2019
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (January 14, 2019)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayor Proclamation -- Sgt. George Horton

Confirmation of mayor's appointment.

Utility Rate Review Commission -- Richard Kirby -- expiring 12/31/21

Confirmation of council appointment.

Archive Commission -- Matt Weiderhold -- expiring 12/31/21

Notices, communications and petitions.

Liquor Permit:

Not to object to the stock transfer of a D1 permit to Salem BBQ LLC, dba Dickeys Barbeque Pit, 1st Fl only, 960 N. Court St.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Res. 9-19

A Resolution commending Kimberly Walter for her dedicated years of service to the City of Medina Law Department.

Ord. 10-19

An Ordinance authorizing the Mayor to enter into an Agreement with the Cleveland Clinic Medina Hospital Life Support Team for the purpose of providing 9-1-1 Dispatch Services.
(emergency clause requested)

Ord. 11-19

An Ordinance authorizing the Mayor to enter into an Agreement with Medina Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communications Services on behalf of the residents of the Township.
(emergency clause requested)

Ord. 12-19

An Ordinance authorizing the Mayor to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communications Services on behalf of the residents of the Township.
(emergency clause requested)

Ord. 13-19

An Ordinance amending Section 917.04 of the Codified Ordinances of the City of Medina, Ohio relative to the Water Rates.

Res. 14-19

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.
(emergency clause requested)

Ord. 15-19

An Ordinance authorizing the payment of \$30,000.00 to Main Street Medina for the City's 2019 Membership Renewal.

Ord. 16-19

An Ordinance authorizing the Mayor to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2018 Community Housing Impact and Preservation Program (CHIP).

Res. 17-19

A Resolution authorizing an Application for Grant Assistance from the Ohio Department of Natural Resources Office of Real Estate -- Recreational Trails Program.
(emergency clause requested)

Ord. 18-19

An Ordinance authorizing the Finance Director to make certain fund transfers.

Medina City Council
January 28, 2019

Ord. 19-19

An Ordinance amending Ordinance No. 195-18, passed December 10, 2018. (Amendments to 2019 Budget)

Res. 20-19

A Resolution authorizing the Finance Director to execute Authorization Letters for costs incurred by RITA in the collection of delinquent accounts and providing additional information on tax accounts.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, January 14, 2019

Opening:

Medina City Council met in regular, open session on Monday, January 14th, 2019. 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. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, December 10, 2018 and the Organizational meeting of January 7, 2019 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to the Council meeting this evening and will meet again in two weeks.

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

Public Properties Committee: Mr. Shields stated they have no meeting scheduled but there is an item now that is assigned to Public Properties and he will be scheduling a meeting soon.

Special Legislation Committee: Mr. Lamb had no report. Still working on Equality legislation.

Streets & Sidewalks Committee: Mr. Heffinger had no report but has scheduled a meeting for February 5th at 5:30 p.m. to discuss the South Broadway reconstruction of the brick road.

Water & Utilities Committee: Mr. Starcher stated an item came up in Finance this evening and he will be scheduling a meeting shortly.

Emerging Technologies Committee: Mr. Rose had no report and no meetings scheduled.

Requests for Council Action:

Addendum to RCA 18-162-9/10 – Fitness Room Project – Letter of Intent

19-001-1/14 – Budget Amendments

19-002-1/14 – Medina Hospital/Cleveland Clinic LST-Agreement for Dispatch Services

19-003-1/14 – Medina Township – Agreement for Dispatch Services

19-004-1/14 – Montville Township – Agreement for Dispatch Services

19-005-1/14 – 2019-2021 Water Rates

19-006-1/14 – CDBG Revolving Loan Agreement

- 19-007-1/14 – 2019 Membership Renewal to Main Street Medina
- 19-008-1/14 – Expenditure Over \$15,000 – Sipka Architects – Building Dept.
- 19-009-1/14 – Expenditure Over \$15,000 – Duber Architectural – Building Dept.
- 19-010-1/14 – Expenditure Over \$15,000 – Lamphear’s Lawn Service – Parks/Engr.
- 19-011-1/14 – Increase Subpoena Cost for RITA Delinquency Program
- 19-012-1/14 – PY18 CHIP Grant – MMHA Tenant Based Rental Assistance Agreement
- 19-013-1/14 – Grant Application – ODNR – Reagan Parkway Multipurpose Trail Extension
- 19-014-1/14 – Expenditure Over \$15,000 – Morrison Custom Welding – Parks
- 19-015-1/14 – Expenditure Over \$15,000 – Krystowski Tractor Sales – Sports Fields
- 19-016-1/14 – Petition for Detachment from City to Lafayette Township

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported

- 1) Welcome back after holiday break and Happy New Year!
- 2) Traffic pattern change - left turn only lane in 200 block of East Liberty, between Broadway and Jefferson, has changed to left turn and straight through lane to permit more stacking of vehicles and better use of existing roadway. Signs and pavement markings have been applied.
- 3) New city website went live January 7, 2019. Working on adding additional materials and ability to apply and pay on line for utilities, permits, etc. Design and planning started in early 2017 through the end of 2018. Thanks to former Administrative Assistant Dawn Conwill, current Administrative Assistant Sherry Crow, Miles Reed and Jarrod Fry from our Medina TV office, and city IT Director Sgt. Darin Zaremba for their help and expertise on this project. All items may be accessed with 3 clicks or less. Improved user friendly and upgrade was done at no cost to city as rewrite was included in our original hosting price with WRIS out of Solon. Any issues, please contact Mayor’s office at 330-722-9020, or email scrow@medinaoh.org.
- 4) RITA at city hall week of January 7th – 11th. Polite, helpful, and accommodating to constituents. Well done!
- 5) MLK Service will be held for community at Medina Presbyterian Church, 5020 Burgundy Bay Blvd., Medina, on Sunday January 20, 2019 at 4 p.m. All are welcome to attend.

Keith Dirham, Finance Director, Mr. Dirham reminded residents to file an income tax with RITA and you can find them on the web at RITA OHIO, there will also be forms here at City Hall. Avon Lake has increased the water rate that we are paying and we will be discussing that later.

Greg Huber, Law Director, had no report but noticed former Councilman Mark Kolesar out in the audience and was happy to see him attend the meeting.

LT. Marcum, Police Department, had no report.

Kimberly Marshall, Economic Development Director, stated their very first ribbon cutting event this year will be held on Friday, January 25th at 4 p.m. for Metro Health Medina Health Center, at 111 West Reagan Parkway.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, was not in attendance.

Mike Wright, Recreation Center Director, was not in attendance.

Jansen Wehrley, Parks and Recreation Director, stated he will be hosting a public meeting this Thursday, January 17th at 5:30 p.m. at City Hall to discuss the potential East Reagan Parkway Trail Extension from Larkens Way west to North Court Street. The Parks Department is applying for a potential Grant for the project through the Ohio Department of Natural Resources Recreational Trails Program. We are seeking public input from interested parties.

Dan Gladish, Building Official, stated the Building Department is working on 2018 year end reports. 2018 was an extremely record setting year for construction, both residential and commercial.

Patrick Patton, City Engineer, had no report.

Nino Piccoli, Service Director, winter has finally arrived, please adjust the speed of your vehicle to the conditions of the roads. The City Service Department does not staff evening hours, weekends or holidays, so they rely on call-ins and sometimes it could be up to 45 minutes to an hour before they can get someone on the road for snow and ice events.

Confirmation of Mayoral appointment(s)

Economic Development Committee – Steve Chrisman – Exp. 12/31/22

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and passed by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Confirmation of President of Council appointments: Representatives to monitor Strategic Plan Goals.

Strategic Plan Goals (Council Representatives to monitor):

- 1) Quality of Life – Bill Lamb
- 2) Balanced Development – Bob Starcher
- 3) Economic Development – Paul Rose
- 4) Collaborative Leadership – Jim Shields
- 5) Effective Government – Eric Heffinger

Medina City Council
January 14, 2019

Mr. Shields moved to confirm the President of Council appointments, seconded by Mr. Simpson. The roll was called and the motion was approved by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

Notices, Communications and Petitions

Liquor Permit: Liquor Permit:

Mr. Shields moved not to object to the issuance of a new C-1 permit to Rivalry Brews, 124 Lafayette Road, Suite 1. Motion seconded by Mr. Simpson and approved by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

Unfinished Business:

There were none.

Introduction of Visitors:

Susan O'Neil resides at 213 Leisure Lane expressed concern when turning left at Forest Meadows Drive and having a hard time seeing new medians throughout Medina and requests some type of reflectors.

Bruce Gold resides at 407 Provence Drive expressed concern with RITA issues that are happening also with transferring from CCA.

Tammy Kirby resides at 246 West Friendship Street. Tammy spoke of each Ward having an advisor not just a council person and she was wondering what an advisor was. Mr. Coyne explained that that was for the Strategic Plan Advisory Committee.

Mark Kolesar 9453 Hunters Drive, Tampa, FL. Welcomed new council members. 6 chairs will be up for election and he encourages the residents to support the current members. Mark thanked Senator Larry Obhoff for reaching out to him and sending him a letter of recognition for his ten years of service on Council here in Medina. Mark spoke of the recycling in his county in Florida where he now lives, and what a breath of fresh air it is to just put a recycling bin down at the end of his driveway and not have to load his car up to take recyclables to the center. He said he hopes things are still be discussed to do the same here.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 001-19:

An Ordinance authorizing the Job Creation Grant Agreement for Ravago Americas LLC.
Mr. Shields moved for the adoption of Ordinance/Resolution No. 001-19, seconded by Mr. Simpson. Mrs. Marshall stated this is for the purpose of establishing a business at 5192 Lake Rd. creating 75 new full time positions. The roll was called and Ordinance/Resolution No. 001-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

Res. 002-19:

A Resolution requesting the County Auditor to make advances during the year 2019 pursuant to Ohio Revised Code Section 321.34. Mr. Shields moved for the adoption of Ordinance/Resolution No. 002-19, seconded by Mr. Simpson. Keith Dirham stated they have to make this request in order to get advances on the property tax collections. The roll was called and Ordinance/Resolution No. 002-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

Ord. 003-19:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the West Smith Road Reconstruction Project, Phase 3. Mr. Shields moved for the adoption of Ordinance/Resolution No. 003-19, seconded by Mr. Simpson. Mr. Patton stated this project will extend from Lake Road heading west to Commerce Drive and include the intersection of Commerce. There will be new concrete pavement, water lines and storm sewers. The roll was called and Ordinance/Resolution No. 003-19 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

Ord. 004-19:

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Sanitation Department, and approving the revised job descriptions of Sanitation Superintendent and Foreman. Mr. Shields moved for the adoption of Ordinance/Resolution No. 004-19, seconded by Mr. Simpson. Mr. Piccoli stated job tasks have changed over the years specifically in the positions of Superintendent and Foreman in the Sanitation Department. These changes have been approved by the Law Director as well as the Civil Service Commission. The roll was called and Ordinance/Resolution No. 004-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

Ord. 005-19:

An Ordinance authorizing the increase of the expenditure to Walter & Haverfield to \$40,000 for the Law Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 005-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 005-19, seconded by Mr. Simpson. Mr. Dirham stated this is regarding expenditures from 2018 and that is why we are requesting the emergency clause. The roll was called on adding the emergency clause and was approved by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne. The roll was called and Ordinance/Resolution No. 005-19 passed by the yea votes of J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Ord. 006-19:

An Ordinance authorizing the purchase of one (1) 2019 Ford F250 Supercab Truck with Snowplow from Montrose Ford to be used by the Parks Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 006-19, seconded by Mr. Simpson. Mr. Wehrley stated this purchase was identified in their 2019 budget cycle and replaces a 2008 GMC with 83,000 miles. The roll was called and Ordinance/Resolution No. 006-19 passed by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

Ord. 007-19:

An Ordinance amending Sections 31.02 (B)(12) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Law Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 007-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 007-19, seconded by Mr. Simpson. Mr. Huber stated Kim Walter is retiring after over 30 years of service, and he has asked for an additional part time clerk secretary position. Emergency clause is requested as some of these burdens will come to bare at the end of this month. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher. The roll was called and Ordinance/Resolution No. 007-19 passed by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

Ord. 008-19:

An Ordinance amending Ordinance No. 195-18, passed December 10, 2018. (Amendments to 2019 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 008-19, seconded by Mr. Simpson. Mr. Dirham stated the first two items are appropriating funds that were raised through the sales of the Bicentennial items. The third item is a pass through of a contribution from the Soccer Association and the last is the Gazebo railings. The roll was called and Ordinance/Resolution No. 008-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

Council Comments:

Mr. Simpson welcomed everyone back after the Holidays and said he is very happy to see Mark Kolesar.

Mr. Shields stated it is good to see Mr. Kolesar.

Mr. Starcher encouraged the public to check out the new City website, its very user friendly.

Mr. Lamb thanked Mark Kolesar for stopping in tonight. He said he is pleased with the improvements being made to the old Medina Farmer's Exchange. He feels it's probably one of the most important projects that he can think of that is happening. Mr. Lamb also stated that the Community Service Center runs out of peanut butter and jelly every day, please donate if you can.

Mr. Rose has heard of complaints with RITA involving nonpayment of taxes when indeed they were paid. Great to see Mark Kolesar. Wished everyone a great new year.

Mr. Coyne stated there will be a Council of the Whole Meeting here – Tuesday, January 22nd, 2019 5:30 p.m.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:12 p.m.

Medina City Council
January 14, 2019

Kathy Patton, 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

7680656		STCK	SALEM BBO LLC	
PERMIT NUMBER		TYPE	DBA DICKEYS BARBEQUE PIT	
ISSUE DATE		1ST FL ONLY		
08	27	960 N COURT ST		
FILING DATE		MEDINA OH 44256		
D1				
PERMIT CLASSES				
52	077	C	F21637	
TAX DISTRICT		RECEIPT NO.		

FROM 01/09/2019

PERMIT NUMBER		TYPE	<p>RECEIVED</p> <p>JAN 14 2018</p> <p>BY: _____</p>
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT	RECEIPT NO.		



MAILED 01/09/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/11/2019

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 STCK 7680656

(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

RESOLUTION NO. 9-19

**A RESOLUTION COMMENDING KIMBERLY WALTER
FOR HER DEDICATED YEARS OF SERVICE TO THE
CITY OF MEDINA LAW DEPARTMENT.**

WHEREAS: *Kimberly Walter* has been employed by the City of Medina Law Department for over 30 years as the Law Department Secretary; and

WHEREAS: During her tenure with the City, *Kimberly Walter* has worked with 4 different Law Directors and 19 different Prosecutors; and

WHEREAS: Medina City Council wishes to express their gratitude and appreciation to *Kimberly Walter* for her dedicated years of public service to the City of Medina and the community.

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

SEC. 1: That Medina City Council hereby commends *Kimberly Walter* for her 30 years of dedicated public service to the City of Medina Law Department, and wishes her good health, success and prosperity in her retirement.

SEC. 2: That a signed copy of this Resolution shall be presented to *Kimberly Walter* in recognition of her dedicated service.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 10-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC MEDINA HOSPITAL LIFE SUPPORT TEAM FOR THE PURPOSE OF PROVIDING 9-1-1 DISPATCH SERVICES, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement between the City of Medina and the Cleveland Clinic Medina Hospital LST for the purpose of providing 9-1-1 emergency police dispatch services for the period of October 15, 2018 through December 31, 2021.

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

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

SEC.4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement which expired on October 15, 2018; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 10-19
Exh. A



This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CITY OF MEDINA, OHIO
132 N. ELMWOOD
MEDINA, OH 44256

CONTRACT INFORMATION

Contract ID: 4165831
Master Agreement Number:
Dept Reference No.:
Contract Description: 2019 DISPATCH SERVICES AGREEMENT WITH THE CITY OF MEDINA
Institute: Regional Hospital
Submitting Dept: MEDINA HOSPITAL
Contract Amount:
Dept Contact: MELISSA BAKER

TERM INFORMATION

Effective Date: 10/15/2018
Expiration Date: 12/31/2021
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: FRANCIS TITAS

Paralegal:

Contract approved as to form for: 4165831
Attorney: TITAS, FRANCIS
By: Titas, Frank
Date: 10/15/2018 8:43:05 AM

AGREEMENT FOR SERVICE

I

This agreement made and entered into as of the 15th day of October, 2018, by and between the CITY OF MEDINA, hereinafter referred to as "the City" and the Cleveland Clinic Medina Hospital for the LIFE SUPPORT TEAM, hereinafter referred to as "LST".

II

The residents and visitors of the City of Medina, Medina Township, and Montville Township require radio, telephone, and 911 communications "Dispatch Services" to summon medical aid. LST does hereby engage and retain the City for the purpose of providing such services on behalf of the residents and visitors. The City agrees to provide these services on a twenty four hour per day, seven day a week basis for a period from the above date until the thirty-first day of December, 2021. "Dispatch Services" for the purpose of this agreement shall be receiving all messages, including but not limited to in-person, telephonic, or written that are seeking medical or health assistance and forwarding these messages by means of a radio on a pre-assigned frequency or by telephone, or by various paging methods to the personnel on duty for their response and to keep a recording of all incoming and outgoing communications. "Dispatch Services" shall also include Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

III

The City agrees to be responsible for the salary and benefits paid to the dispatch personnel.

IV

The City and LST agree to maintain current radio licenses as required by the Federal Communication Commission and to allow each other access to these frequencies. The City shall be responsible for the maintenance of any and all equipment purchased or used by the City in furtherance of providing dispatch services to LST.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by the City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to and claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violations of any duty imposed by this contract. No one at the City, in either their personal or official capacity shall be responsible to LST nor any person or entity for any damages for bodily injury, death, or property damage arising out of employment or activities for the City or LST employees while engaged in the performance of their duties.

The City and the City personnel shall not be responsible to LST for any loss, injury, or damage to equipment or property of LST or to any employee or member of LST.

VI

The only duty of the City when rendering dispatch services as set forth in Section II is to notify the appropriate information as circumstances allow.

VII

In consideration of a sum equal to one-third (33%) of the total operational costs of the City's Communication's Center payable in quarterly installments, the City agrees to provide emergency medical dispatching services for LST in providing services to the residents and visitors of the City of Medina, Medina Township, and Montville Township. The City further agrees to provide and support the Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

VIII

Quarterly payments are due no later than 30 days after the issuance of an invoice reflecting the one-third amount of the previous quarter's Communication Center costs. Payments shall be payable to the order of the City of Medina, 132 N Elmwood Avenue, Medina, OH 44256.

IX

Any operational change that would have an economic or substantial service impact to LST will be presented and discussed prior to any implementation as between the City and LST.

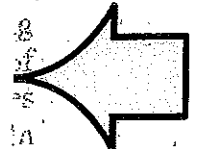
X

This Agreement shall be in effect until December 31, 2021. Either Party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail ninety (90) days prior to the termination date.

XI

This writing encompasses the complete agreement between the City and LST, there being no other promise, expressed or implied, between the City and LST regarding dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and the Life Support Team as set forth hereinabove, the City and LST do agree.



Nicky Snyder
Cleveland Clinic Medina Hospital / LST

Dennis Hanwell
Mayor / Public Safety Director
City of Medina

ORDINANCE NO. 11-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDINA TOWNSHIP FOR THE PURPOSE OF PROVIDING 9-1-1 EMERGENCY POLICE DISPATCH AND COMMUNICATIONS SERVICES ON BEHALF OF THE RESIDENTS OF THE TOWNSHIP AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Medina Township for the purpose of providing 9-1-1 emergency police dispatch and communications services on behalf of the residents of the Township for the period January 1, 2019 to December 31, 2021.

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

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

SEC.4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement expired on December 31, 2018; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

AGREEMENT FOR SERVICE

Ord 11-19
EKH, A

I

This Agreement made and entered into this 27 day of NOVEMBER, 20____, by and between the CITY OF MEDINA, hereinafter referred to as "the City" and MEDINA TOWNSHIP, hereinafter referred to as "the Township".

II

The Township's residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period beginning January 1, 2019 until December 31, 2021. "Dispatch services" for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls.

III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

IV

The City agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of the sum of Sixty-five Thousand Dollars (\$65,000) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30 each year the fee is due, and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contract in 2020 and 2021, but, in no event, more than ten percent (10%) per year.

VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

IX

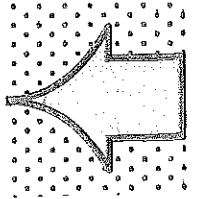
Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

X

This agreement shall be in effect until December 31, 2021. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and Township regarding police dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Medina Township as set forth hereinabove, the City of Medina and Medina Township do agree.



CITY OF MEDINA

By: _____

Dated: _____

MEDINA TOWNSHIP

By: Kurt D. [Signature]

By: [Signature]

By: [Signature]

Dated: 11/27/18

Resolution #: 11272018-021

Approved as to form

Medina County Prosecutor's Office
S. Forrest Thompson

Assistant Prosecutor

ORDINANCE NO. 12-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MONTVILLE TOWNSHIP FOR THE PURPOSE OF PROVIDING 9-1-1 EMERGENCY POLICE DISPATCH AND COMMUNICATIONS SERVICES ON BEHALF OF THE RESIDENTS OF THE TOWNSHIP AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 emergency police dispatch and communications services on behalf of the residents of the Township for the period of January 1, 2019 to December 31, 2021.

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

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

SEC.4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to continue the previous ongoing agreement expired on December 31, 2018; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

AGREEMENT FOR SERVICE

ORD. 12-19
Exh. A

I

This Agreement made and entered into this _____ day of _____, 20____, by and between the **CITY OF MEDINA**, hereinafter referred to as “the City” and **MONTVILLE TOWNSHIP**, hereinafter referred to as “the Township”.

II

The Township’s residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period beginning January 1, 2019 until December 31, 2021. “Dispatch services” for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls.

III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

IV

The City agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of the sum of Sixty-five Thousand Dollars (\$65,000) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30 each year the fee is due, and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contract in 2020 and 2021, but, in no event, more than ten percent (10%) per year.

VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

IX

Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

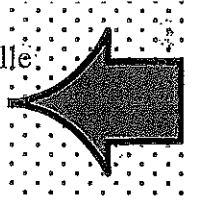
X

This agreement shall be in effect until December 31, 2021. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

XI

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and Township regarding police dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Montville Township as set forth hereinabove, the City of Medina and Montville Township do agree.



CITY OF MEDINA

By: _____

Dated: _____

MONTVILLE TOWNSHIP

By: *Ronald Biachy*

By: *[Signature]*

By: _____

Dated: 11/27/18

Resolution #: 112718.01

Approved as to form

Medina County Prosecutor's Office
S. Forrest Thompson

[Signature]

Assistant Prosecutor

Michael K. Jones

ORDINANCE NO. 13-19

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

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

917.04 RATES.

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

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

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

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

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

917.04 RATES.

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

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

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.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 14-19

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, AND DECLARING AN EMERGENCY.

WHEREAS: All communities receiving Community Housing Improvement Program (CHIP) dollars are required to adopt the Housing Revolving Loan Fund Administration Agreement.

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

SEC. 1: That the Council of the City of Medina hereby adopts the Housing Revolving Loan Fund Administration Agreement between the State of Ohio, Development Services Agency and the City of Medina relative to the Community Housing Improvement Program.

SEC. 2: That the Mayor is hereby authorized to execute said Housing Revolving Loan Fund Administration Agreement.

SEC. 3: That a copy of said Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the inhabitants of the City of Medina, Ohio. Said emergency exists by reason of the fact that said executed Agreement needs to be in place by January 12, 2019, and as such this Resolution shall take effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Res. 17-19
Exh. A

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the City of Medina, located at 132 N Elmwood Avenue Medina, OH 44258 with F.T.I. Number: FTI 346001856 (the "Grantee"), and shall be effective beginning January 1, 2019 (the "Effective Date") and terminate December 31, 2021 (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Housing Revolving Loan Fund Capitalization. Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. Definitions.

a.) Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. RLF Plan and Use of Funds. Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. Program Income Distribution for CHIP Program Partnerships. Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. Project Approvals. Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**

i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.

ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.** If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the

resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. Audits. The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OGD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.

- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. **Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: City of Medina
Address: 132 N Elmwood Avenue PO Box 703
City, State, Zip: Medina OH, 44258
Attention: _____

- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

City of Medina

Dennis Hanwell, Mayor

By: _____

Printed Name: Dennis Hanwell

Title: Mayor

Date: _____

GRANTOR:

State of Ohio
Development Services Agency

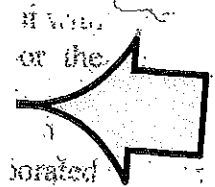
David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____



ORDINANCE NO. 15-19

AN ORDINANCE AUTHORIZING THE PAYMENT OF \$30,000.00 TO MAIN STREET MEDINA FOR THE CITY'S 2019 MEMBERSHIP RENEWAL.

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

SEC. 1: That the Director of Finance is hereby authorized and directed to pay Main Street Medina \$30,000.00 for the city's 2019 membership renewal.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this expenditure are available in Account No. 001-0707-52215.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Main Street
Medina

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

Membership Invoice

Date 1/2/2019

Invoice # 16769

To:

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

Please remit within 30 days

Description	Amount
Annual Membership - Benefactor Level	30,000.00
Additional financial contribution to support Main Street Medina - 100% tax deductible	
<p style="text-align: center;"><i>Please consider renewing your support. Mark</i></p> <p style="text-align: right;">Membership Commitment</p>	<p style="text-align: right;">\$30,000.00</p>

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

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

ORDINANCE NO. 16-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENANT BASED RENTAL ASSISTANCE AGREEMENT WITH THE MEDINA METROPOLITAN HOUSING AUTHORITY (MMHA) FOR THE PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP).

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2018 Community Housing Impact and Preservation Program (CHIP), subject to City of Medina Law Director's final approval of MMHA requested changes.

SEC. 2: That the funds to cover the agreement in the estimated amount of \$33,000.00 are available in Account No. 139-0458-52215, Activity AC-18-05.

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

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Kathy Patton

From: Sandy Davis
Sent: Friday, January 18, 2019 11:13 AM
To: Kathy Patton
Subject: FW: Tenant Based Rental Assistance Contract - 2018.docx

Sandy Davis
Administrative Assistant
Planning/Economic Development
CDBG Grant Administrator
(330) 722-0397

From: Skip Sipos [mailto:skip@mmha.org]
Sent: Tuesday, January 8, 2019 3:03 PM
To: Sandy Davis <sdavis@medinaoh.org>
Cc: Michael Larabee <michael@larabee-hertrick.com>
Subject: RE: Tenant Based Rental Assistance Contract - 2018.docx

On second thought, please share with the Law Director, or his representative, that we cannot guarantee confidentiality (as referenced in paragraph 8). As a political subdivision (like the City), the Housing Authority (or "Contractor") has an obligation under various public records statutes.

I see no value in paragraph 8 from our perspective and can't imagine one for the city. I suggest it be struck.

I've copied Mike Larabee who represents the Housing Authority on these types of Agreements. I imagine he'd agree with my assessment.

Many thanks,

Skip Sipos, Executive Director
Medina Metropolitan Housing Authority

From: Sandy Davis <sdavis@medinaoh.org>
Sent: Tuesday, January 08, 2019 2:26 PM
To: Skip Sipos <skip@mmha.org>
Subject: RE: Tenant Based Rental Assistance Contract - 2018.docx

Skip,

Should I start this through the process? I turned it in already and Kathy can have it on the January 14th Finance Committee agenda and the January 28th Council agenda.

I would need changes before it gets to council. It would then be 30 days to be effective after January 28th.

Sandy Davis
Administrative Assistant
Planning/Economic Development

CDBG Grant Administrator
(330) 722-0397

From: Skip Sipos [mailto:skip@mmha.org]
Sent: Tuesday, January 8, 2019 2:14 PM
To: Sandy Davis <sdavis@medinaoh.org>
Subject: RE: Tenant Based Rental Assistance Contract - 2018.docx

No changes as far as I can tell. It's nearly identical to prior years' Agreements.

I would have it approved in February (likely the 27th); we could begin administering it anytime thereafter once signed by Mayor Hanwell.

Will that work?

Skip Sipos, Executive Director
Medina Metropolitan Housing Authority

From: Sandy Davis <sdavis@medinaoh.org>
Sent: Tuesday, January 08, 2019 2:07 PM
To: Skip Sipos <skip@mmha.org>
Subject: Tenant Based Rental Assistance Contract - 2018.docx

Hi Skip,

Please find attached a contract for MMHA to administer the TBRA program for the City of Medina PY18 CHIP grant.

I am also going to give it to our Law Director for review and simultaneously send it through City Council for approval and to generate a purchase order.

How soon can you get back to me with any changes you may have? This will need to go through Finance Committee on January 28th and Council on February 11th. I could ask for the emergency clause if you feel we need it, otherwise, the contract would not be in effect until 30 days after approval. I don't see us needing to pay anything out on this before March.

Thanks Skip,

Sandy Davis
Administrative Assistant
Planning/Economic Development
CDBG Grant Administrator
(330) 722-0397

Ord. 16-19
Exh. A

TENANT BASED RENTAL ASSISTANCE
PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Medina City, Ohio and
Medina Metropolitan Housing Authority

This agreement including the attached Terms and Conditions is made at Medina, Ohio by and between the City of Medina, Ohio hereinafter referred to as "City" and the Medina Metropolitan Housing Authority, a body corporate and political, organized under the laws of the State of Ohio, hereinafter referred to as "Authority" and;

WHEREAS, the City has been approved to implement a Tenant-Based Rental Assistance ("TBRA") Program to be funded by the Home Investment Partnership Program through the Ohio Development Services Agency, Office of Community Development, Community Housing Impact and Preservation Program; and;

WHEREAS, the City and the Authority have determined that the best use for these funds is to combine resources with MMHA and to utilize the City's Community Housing Impact and Preservation Program ("CHIP") TBRA funding for first month's rent, security deposit and/or utility deposit or any combination thereof and the Authority's funds to provide monthly rental assistance to low to moderate income households, and;

WHEREAS, the City wishes to contract with the Authority to conduct, manage, and carry out the City's Tenant-Based Rental Assistance Program on behalf of the City; and the Authority wishes to assist the City by performing such services; and;

WHEREAS, The Term of this Agreement shall begin on the date of its execution and shall terminate no later than October 31, 2020; and;

WHEREAS, all claims for reimbursement for rental assistance and administrative expenses incurred during the contract period will be submitted to the City by the Authority no later than November 30, 2020 unless this contract is extended by mutual consent with approval from the Ohio Development Services Agency. The City will make payments to the Authority upon receipt of the proper source documentation required by the CHIP Program;

NOW, THEREFORE:

SECTION 1. Upon receipt of an invoice the City will pay the Authority the amount approved to cover the following: First month's rent, security deposit and/or utility deposit or any combination thereof for eligible households as well as Authority fees for implementing the TBRA program; the Authority shall be paid in an Amount equal to 10% of the housing assistance payments for implementation costs not to exceed \$3,000; and;

SECTION 2. The Authority agrees to provide Rental Assistance to a minimum of fifteen (15) LMI Households city-wide (within the City of Medina or the City of Brunswick). The total sum for the reimbursement for activity cost and implementation of the activity paid to the Authority by the City shall not exceed \$33,000 for rental assistance.

CITY OF MEDINA, OHIO

**MEDINA METROPOLITAN HOUSING
AUTHORITY**

Mayor Dennis Hanwell

James Sipos, Executive Director
Medina Metropolitan Housing Authority

Date

Date

Approved as to Form:

Law Director

Date

ATTACHMENT
PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

2. Termination for Convenience of the City. The Community may terminate this Contract at any time giving at least ten (10) days' notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 thereof relative to termination shall apply.
3. Changes. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.
4. Personnel.
 - a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.
 - b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Contractor shall not assign any interest on this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

6. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Community.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of the Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion; or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Community setting forth the provision of this non-discrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
 - c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1988 as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns

which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
15. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
17. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

RESOLUTION NO. 17-19

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES OFFICE OF REAL ESTATE - RECREATIONAL TRAILS PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the Recreational Trails Program (RTP); and

WHEREAS: The City of Medina desires financial assistance under the Recreational Trails Program to use for the Reagan Parkway Multipurpose Trail Extension Project.

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

- SEC. 1:** That the Council of the City of Medina approves filing an application for the Ohio Department of Natural Resources, Recreational Trails Program financial assistance.
- SEC. 2:** That the Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.
- SEC. 3:** That the City of Medina does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Recreational Trails Program.
- SEC. 4:** That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.
- SEC. 5:** 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. 6:** That this Resolution 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 must be postmarked by February 1, 2019; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the forgoing is a true and correct copy of Resolution No. _____, adopted by the Council of the City of Medina, Ohio on _____ day of _____, 2019, and that I am duly authorized to execute this certificate.

(Original signature)

(title)

ORDINANCE NO. 18-19

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund transfers:

- \$16,489.59 from #108 Streets Special Fund to #106 Police Fund

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 19-19

**AN ORDINANCE AMENDING ORDINANCE NO. 195-18,
PASSED DECEMBER 10, 2018. (Amendments to 2019 Budget)**

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

SEC. 1: That Ordinance No. 177-17, passed December 11, 2017, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-420-54411 (Forestry-tree damage)	624.27 *
901-0920-56612 (Unclaimed Funds)	2,926.05 *
107-0110-53315 (BWC Safety Grant)	9,916.67 *
106-0101-50111 (Police-Guilford Rd. Project)	16,489.59 *
513-0533-54111	50,000.00

SEC. 2: That Ordinance No. 177-17, passed December 11, 2017, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
513-0533-50111	50,000.00

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

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 20-19

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AUTHORIZATION LETTERS FOR COSTS INCURRED BY RITA IN THE COLLECTION OF DELINQUENT ACCOUNTS AND PROVIDING ADDITIONAL INFORMATION ON TAX ACCOUNTS.

WHEREAS: The Regional Income Tax Agency (hereinafter referred to as RITA) has requested the Finance Director to execute authorization letters authorizing a deduction for extraordinary costs in the collection of delinquent tax accounts or the providing of additional information regarding the City of Medina's tax accounts and then forwarding of post-judgment collection accounts to an outside law firm and to remit any fees due from the monthly distribution check from RITA, and

WHEREAS: Council desires to authorize the Finance Director to execute said authorization letters.

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

SEC. 1: That the Finance Director is hereby authorized and directed to sign the Authorization Letter attached hereto as Exhibit "A" and made a part hereof for all purposes to authorize deductions from the City's monthly distribution check from RITA through a special legal fees account for the collection of delinquent accounts and providing additional information on tax accounts.

SEC. 2: That the Finance Director is hereby authorized and directed to sign the Authorization to Use Outside Collection Agency for Post-Judgement Accounts attached hereto as Exhibit "B" and made a part hereof for all purposes to authorize deductions for fees due from the City's monthly distribution check from RITA for post-judgement collection accounts to be forwarded to an outside law firm for further distribution at a contingency rate not to exceed 18%.

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

SEC. 4: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

AUTHORIZATION LETTER

Please accept his letter as your authorization to implement the items I have designated below. I hereby represent and warrant to RITA that I _____ as
(Name)
_____ have full authority on behalf of the village/city of
(Title)
_____ to grant this authorization.
(Municipality)

- I authorize RITA to file and carry out civil litigation on behalf of this city/village.
- I authorize RITA to file and carry out FTI litigation on behalf of this city/village.
- I authorize the deduction of court cost from this city/village monthly distribution.
- I authorize the deduction of wages and other costs of RITA employees working exclusively for this city/village from our monthly distribution.
- I authorize RITA to forward Post-Judgment accounts to an outside law firm for further disposition at the contingency rate not to exceed 25%. As of December 2005 the current rate is 18%. I understand that RITA will verify all transactions associated with this procedure and remit any fees due on behalf of our municipality from our month-end distribution. These transactions will be identified appropriately on the month end close report.
- I authorize RITA to negotiate the abatement of penalty and interest to facilitate litigation settlements.

I understand and recognize that the additional costs that I am authorizing are considered extraordinary costs in the collection of delinquent accounts. Further, I understand that this authorization will continue in full force and effect until specifically rescinded by this Municipality in writing.

Tax Administrator / Finance Director

Date

City/Village of

Collection Authorization Form

ORD 20-19
Exh. B

As Tax Administrator, or authorized agent for my municipality, I authorize RITA to pursue the following action: (please initial your selection)

_____ **Authorize RITA to initiate a litigation program for our municipality.** RITA will contact the undersigned upon return receipt of this form to establish a legal fees account and determine approximate costs for our specific community. Final approval will be contingent upon specific cost analysis and explanation for your municipality.

_____ **Accept accounts for self-collection.** RITA will contact the undersigned upon return receipt of this form to establish a procedure to regularly notify the municipality of problem collection accounts and update those accounts as "city collection" accounts. The municipality accepts full responsibility for the resolution of these accounts, including payment and maintenance items.

_____ **Hold further action.** The municipality does not wish to pursue further collection efforts at this time but wants RITA to continue billing the past due accounts until the statute, or other circumstances prevent us from reasonably continuing such action. The undersigned can request updated listings of their respective balance due accounts as required.

Date: _____

Municipality _____

Authorized signature _____

Title _____