

CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING

December 9, 2019  
Medina City Hall  
7:30 p.m.

Public Hearing.

To consider the rezoning of 1088 S. Court Street from R-3, High Density Urban Residential to C-1, Local Commercial (Case P19-19).

Call to Order.

Roll Call.

Reading of minutes. (November 25, 2019)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

- Mayoral Proclamation – Medina American Legion Post 202, 100 Year Proclamation

Confirmation of Mayor's appointments.

- Airport Commission – Greg Huber, Expiring 12/31/2023
- Archive Commission – Bob Thompson, Expiring 12/31/2022
- Board of Zoning Appeals – Mark Williams & Sam Livingston, Expiring 12/31/2023
- Business Development Committee – Bethany Dentler, Expiring 12/31/2023
- Cemetery Commission – Linda Fenn & Virginia Jeandrevin, Expiring 12/31/2023
- Historic Preservation Board – Paula Banks, Expiring 12/31/2023
- Income Tax Review Board – Mike Jenks, Expiring 12/31/2022
- JEDD Board – John Coyne, Expiring 12/31/2023
- Shade Tree Commission – Virginia Jeandrevin, Expiring 12/31/2023
- Uptown Park Advisory Committee – Robert Molnar, Expiring 12/31/2022

Notices, communications and petitions.

Introduction of visitors.

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

Ord. 192-19

An Ordinance authorizing the payment of \$30,000.00 to Main Street Medina for the City's 2020 Membership Renewal.

Ord. 193-19

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide Fixed Route Public Transportation Services within the City of Medina for the period of January 1, 2020 through December 31, 2021.

Ord. 194-19

An Ordinance authorizing the payment to GB Hawk Construction for the Private Home Rehabilitation at 1995 Hathaway Drive, Brunswick, Ohio as part of the PY18 CHIP Grant Program.  
(emergency clause requested)

Ord. 195-19

An Ordinance authorizing the Mayor to enter into an Agreement with the Medina County Fair Housing Office to provide Fair Housing Services in conjunction with the PY19 Community Development Block Grant (CDBG) Program.  
(emergency clause requested)

Ord. 196-19

An Ordinance authorizing the Mayor to execute a Purchase and Sale Agreement between the Medina County Park District and the City of Medina for the purchase of three (3) acres of real property.

Ord. 197-19

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

Ord. 198-19

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

Res. 199-19

A Resolution authorizing the Mayor to submit an application for grant assistance to the State of Ohio for the FY 2021/2022 Capital Bill Funding Cycle; and to submit desired projects to the State for consideration.

**Council comments.**

**Adjournment.**

**Opening:**

Medina City Council met in regular, open session on Monday, November 25, 2019. The meeting was called to order at 7:30 p.m. by President of Council John Coyne. Eagle Scout Michael Gallagher led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Kinney, Chief Painter, Kimberly Marshall, Mike Wright, and Jonathan Mendel.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on November 12th, 2019 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yeas of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance Committee met prior to council tonight and will meet again for the last time this year on December 9<sup>th</sup>, 2019.

Health, Safety & Sanitation Committee: Mr. Simpson stated he attended the LST Advisory Meeting last Thursday.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb stated he held a Special Legislation meeting last week covering two subjects; one was about updating the Comprehensive Plan which was voted out of committee and will come to Finance Committee, and the other topic was Feeding Wild Animals. They reviewed ordinances on feeding wild animals within the city limits, came to no conclusion and are still reviewing sample ordinances with the Law Director.

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

Water & Utilities Committee: Mr. Starcher reported they received some information from Avon Lake and there is a Utility Rate Review Commission meeting scheduled for Thursday, December 12<sup>th</sup> at 5:30 p.m. with a Committee meeting in the Mayor's office to review changes.

Emerging Technologies Committee: Mr. Rose stated the County will be announcing a new partner with regard to the County Fiber Loop and providing the internet. Once that announcement is made Paul will schedule a meeting to invite them to show us what they have going for the City.

**Requests for Council Action:**

**Finance Committee**

19-209-11/25 – Combined Court Discussion

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

**Water & Utilities Committee**

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

**Reports of Municipal Officers:**  
**Dennis Hanwell, Mayor, reported**

- 1) Parking Deck - Construction of parking deck south of Medina City Hall commenced the week of Labor Day. Long term lots will be available at Castle Noel lot; Feckley lot on north side of Thyme2; County Courthouse parking deck; County Administration lot extension off E. Liberty Street; parking lot between W. Liberty and W. Washington with Huntington bank drive through; Muni Court lot is available on weekends and evenings; 3 hour lots were established at open areas of lot between Sully's and Porters as well as lot at the southeast corner of Elmwood and W. Liberty. Customer parking along West Friendship adjacent to Medina Co. Historical Society. 2 handicap spaces outside NW doors of Medina City Hall.
- 2) Utility drop boxes and post office mailbox have been moved to Municipal Court lot; post office moved their box to Municipal Court lot too; mini library was placed at 3 hour lot at SE corner of Elmwood and W. Liberty;
- 3) 35th Annual Candlelight Walk activities – Kickoff - Thanks to Council and Department heads; Service, Parks, Streets, Police and Fire for making the three day event a huge success.
- 4) Rob Portman visited Saturday, November 23rd during the afternoon - Root Candles, PJ Marley's, and Polish Pottery. Was impressed with crowded downtown.
- 5) Proclamation for Eagle Scout Michael Gallagher.

**Keith Dirham, Finance,** Mr. Dirham stated council will be voting on the 2020 Budget and the 2020 to 2024 five-year financial plan.

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

**Chief Kinney, Police Department,** no report, congratulated Michael on achieving Eagle Scout.

**Kimberly Marshall, Economic Development Director,** reported the brand new 2019-2020 Historic District Visitor Guide. Available here at City Hall and Visitor Center and different retailers throughout the district. McJak Candy is having their Annual Christmas Factory Sale on

Medina City Council  
November 25, 2019

Saturday, December 14<sup>th</sup> 9 a.m. – 1 p.m. Located at 1087 Branch Road, Medina.  
Ribbon cuttings for December 6<sup>th</sup> are The Medina Gun Works located at 815 West Liberty St. at 3 p.m., Blush Beauty Bar located at 740 East Washington St. suite E-2, at 4 p.m.

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

**Chief Painter, Fire Department**, reported the Invisible Fence Company who makes the pet guard containment systems will be donating pet rescue mask kits to the fire department. These kits have several masks sizes and shapes that are designed to help them resuscitate animals that may have smoke or chemical inhalation injuries. These units will be placed on each of their engines, the LST ambulances, and with the canine police unit. The official presentation of this equipment will be on Wednesday, December 4<sup>th</sup> at 9 a.m. at Fire Station #1.

**Mike Wright, Rec. Center Director**, reported the new winter program brochure will be in the Post Newspaper on Saturday, December 14<sup>th</sup> and hard copies will be available for pick up at the rec center on Sunday December 15<sup>th</sup>.

The last Rec Advisory Committee meeting of the year will be Thursday, December 19<sup>th</sup> at 7:30 a.m. at the Recreation Center.

**Jansen Wehrley, Parks and Recreation Director**, absent.

**Dan Gladish, Building Official**, absent.

**Patrick Patton, City Engineer**, gave an update for the South Elmwood Bridge project, they do anticipate finishing all the concrete work this week for opening the road next week.

**Nino Piccoli, Service Director**, acknowledged Bobby Duker with Chippewa Roofing, The Street Dept., Andre Goe, Mike Tabor, Dan Gladdish, and John Coyne IV for this past weekend and all their work with the Candlelight Walk and tree lighting.

The L.E.A.F Program is still up and running and hopeful they can continue picking up leaves until the weather says different.

### **Confirmation of Mayor's Appointments**

Laura Nemeth – Recreation Center Advisory Committee, Exp. 12/31/22  
Keith Sooy – Recreation Center Advisory Committee, Exp. 12/31/22

Eric Heffinger – Medina County Planning Commission, Exp. 12/31/22  
Jim Shields – Medina County Planning Commission, Alternate, Exp. 12/31/22

Mr. Shields moved to confirm the Mayor's appointments, seconded by Mr. Simpson. Motion Passes by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

**Notices, Communications and Petitions**

There were none.

**Introduction of Visitors:**

Matt Wiederhold resides at 426 E. Liberty St., speaking on behalf of Main Street Medina and thanked the City of Medina for their assistance directing traffic this past weekend with over 30,000 guests attending.

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

**Ord. 181-19:**

**An Ordinance authorizing the Mayor to enter into a contract with Medical Mutual of Ohio for Healthcare Insurance for the employees of the City of Medina.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 181-19, seconded by Mr. Simpson. Mayor Hanwell stated the city for the last three years has had a total decrease of 12%, this year we had a number of claims that were a little unusual and high and so Medical Mutual was looking at a 20% increase and our broker for the healthcare Dino Sciulli benefit group here in the city negotiated with them and was able to work that down to 8.5%. The roll was called and Ordinance/Resolution No. 181-19 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

**Res. 182-19:**

**A Resolution authorizing the Mayor to execute a Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for a federal aid project grant for the West Smith Road, Phase 4 Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 182-19, seconded by Mr. Simpson. Patrick stated this is for the reconstruction of West Smith Rd. and final phase between S. Court Street and just east of State Rd. Patrick mentioned they were unsuccessful for a couple of years and found out last month they were finally successful in receiving a \$2,046,590.00 grant from NOACA. The roll was called and Ordinance/Resolution No. 182-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

**Res. 183-19:**

**A Resolution expressing the intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by internet auction during the calendar year 2020.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 183-19, seconded by Mr. Simpson. Mr. Coyne stated this is annual so they can sell their personal property throughout the year. Mr. Piccoli usually hosts those auctions at the garage. Chief Painter stated he brought this up because last year he tried to sell some of the fire trucks on GovDeals.com or other online services and is wanting to utilize more online and states fees for this service shall be negotiated. The roll was called and Ordinance/Resolution No. 183-19 passed by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

**Res. 184-19:**

**A Resolution authorizing the Mayor to enter into agreement with the Medina County Commissioners and the Medina County Public Defender Commission so as to provide legal counsel to indigent persons charged with a violation of the City's ordinances.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 184-19, seconded by Mr. Simpson. Mr. Huber stated every year they have a contract required by the State of Ohio concerning representation of indigent defendants through the Public Defender's Office. This is the same language as the contracts they've had in previous years but they are required to renew this every year. The roll was called and Ordinance/Resolution No. 184-19 passed by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

**Ord. 185-19:**

**An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 185-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 185-19, seconded by Mr. Simpson. Mr. Dirham stated this was in regard to legal services provided to the city that have already been provided and so the emergency clause is requested for payment. 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. 185-19 passed by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

**Res. 186-19:**

**A Resolution pursuant to Division (A)(3) of Section 128.06 of the Ohio Revised Code to select Mayor Robin Laubaugh of the City of Wadsworth as an additional voting member of the 9-1-1 Planning Committee.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 186-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 186-19, seconded by Mr. Simpson. Mayor Hanwell stated the 9-1-1 Planning Committee was established in the late 1990's and it stated then that with our population at that time the Mayor of the most populous and the second most populous which is Brunswick and the City of Medina respectively. They are looking at redoing the plan but because the population of the county has increased to over 175,000 it also requires us to add an additional municipality and Wadsworth is the remaining municipality left. Emergency clause is required due to trying to get the plan updated and apply for a grant that has a deadline of 12/31/19. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger. The roll was called and Ordinance/Resolution No. 186-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

**Ord. 187-19:**

**An Ordinance to make appropriations for current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2020.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 187-19, seconded by Mr. Simpson. Mr. Dirham stated this

process started back in February and this is the budget for 2020. The roll was called and Ordinance/Resolution No. 187-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

**Res. 188-19:**

**A Resolution adopting a Five-Year-Budget for the City of Medina, Ohio for the period beginning January 1<sup>st</sup>, 2020 through December 31, 2024.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 188-19, seconded by Mr. Simpson. Mr. Dirham stated this is the 5 year plan that goes along with the budget. The roll was called and Ordinance/Resolution No. 188-19 passed by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

**Ord. 189-19:**

**An Ordinance repealing Ordinance No. 151-15, passed December 14, 2015 and replacing Section 161.13 of the codified ordinances of the City of Medina, Ohio, relative to the Allocation of Income Tax Funds.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 189-19, seconded by Mr. Simpson. Mr. Dirham stated they are able to reallocate income tax funds due to the fact that the state increased the gas tax which gives us more revenue in the street fund. The roll was called and Ordinance/Resolution No. 189-19 passed by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

**Ord. 190-19:**

**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. 190-19, seconded by Mr. Simpson. Mr. Dirham stated there are a few items from different departments and one is a pass through of donations, we are purchasing some land, some police activities and the agency fund is money that we hold but is not ours and we hold it for someone else. The roll was called and Ordinance/Resolution No. 190-19 passed by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

**Ord. 191-19:**

**An Ordinance authorizing the Mayor to enter into an Amended Joint Operating Agreement by and between the Board of Education of the Medina City School District and the City of Medina, Ohio relative to the Medina Recreation Center, and repealing all prior ordinances pertaining to this agreement.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 191-19, seconded by Mr. Simpson. Mr. Wright stated Ordinance 191-19 is regarding the Joint Operating Agreement (JOA) between the Medina City School District and the City of Medina. The original agreement was signed back in 2001 and these are revisions to that agreement.

These revisions include a change in the overall split between the two entities due to corrections in inefficiencies of the buildings, a change in custodial services, and some other some changes.

I want to thank the members of the committee for their time and effort in meetings and other correspondences in discussing these revisions. Mr. Huber stated the clerk mentioned that on page 16 there is language concerning what is distributed into the Joint Capital Improvement Fund was that worked out with Doctor Quallick but he hasn't heard back from her yet. Kathy Patton stated she did send her a copy and she edited it and sent her an edited copy of what Council is voting on



tonight. Mr. Shields stated since his employer is involved in this he will be abstaining his vote. The roll was called and Ordinance/Resolution No. 191-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, D. Simpson and B. Starcher, subject to the Law Director's final approval.

**Council Comments:**

Mr. Simpson praised Matt Wiederhold on another remarkable weekend and year. Every year Matt sends an update on what transpired and in 2019 thus far and every year, it's more impressive.

Paul Rose thanked Nino Piccoli and city staff for their hard work. Dennie stated his relatives in from Florida were so impressed at our city and this event.

Mr. Rose wished everyone a very Happy Thanksgiving, we have a great deal to be thankful for and we need to stop and reflect, spend time with family.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:02 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

ORDINANCE NO. 192-19

AN ORDINANCE AUTHORIZING THE PAYMENT OF \$30,000.00 TO MAIN STREET MEDINA FOR THE CITY'S 2020 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 2020 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

020192-19  
**Membership Invoice**

Date      1/1/2020

Invoice #      17104

To:

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

Please remit within 30 days

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

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. 193-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS TO PROVIDE FIXED ROUTE PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF MEDINA FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2021.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2020 through December 31, 2021.

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 City's bi-annual share of this is \$90,000.00 and will be available as follows: \$22,500.00 in Account No. 125-0459-52215 and \$67,500.00 in Account No. 001-0707-52215 (PY19 CDBG Grant).

SEC. 4: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.

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 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

Ord. 193-19  
Exh. A

## MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

\_\_\_\_\_  
William Hutson, President  
Medina County Board of Commissioners

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ORDINANCE NO. 194-19

AN ORDINANCE AUTHORIZING THE PAYMENT TO GB HAWK CONSTRUCTION FOR THE PRIVATE HOME REHABILITATION AT 1995 HATHAWAY DRIVE BRUNSWICK, OHIO AS PART OF THE PY18 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the payment of \$40,000.00 is hereby authorized to GB Hawk Construction for the private home rehabilitation at 1995 Hathaway Drive, Brunswick, Ohio as part of the PY18 CHIP Grant Program, Activity #AC-18-06.

SEC. 2: That the funds to cover this payment in the amount of \$40,000.00 are available in Account No. 139-0458-52215.

SEC. 3: 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. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; 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

ORDINANCE NO. 195-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MEDINA COUNTY FAIR HOUSING OFFICE TO PROVIDE FAIR HOUSING SERVICES IN CONJUNCTION WITH THE PY19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, 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, Ohio and the Medina County Fair Housing Office for professional services required to implement a Fair Housing Services Program for the PY19 Community Development Block Grant Program, Agreement No. A-F-19-2CN-1, per requirements of the State of Ohio.

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

SEC. 3: That the contract amount of 6,500.00 is available in Account No. 125-0459-52215.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; 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

PROFESSIONAL SERVICES AGREEMENT

ORD. 195-19  
Exh. A

BETWEEN

THE CITY OF MEDINA, OHIO

AND

MEDINA COUNTY DEPARTMENT OF PLANNING SERVICES & FAIR HOUSING  
OFFICE FOR

FAIR HOUSING SERVICES

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

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

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

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

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

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



## SECTION 1 — BASIC SERVICES

### 1.1 General

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

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

## SECTION 2 –CITY OF MEDINA’S RESPONSIBILITIES

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

### SECTION 3 - PERIOD OF SERVICE

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

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

### SECTION 4 – PAYMENTS

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

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

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

### SECTION 5 - GENERAL CONSIDERATION

- 5.1 Termination

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

## 5.2 Termination for Convenience of the City

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

## 5.3 Prohibitions of Kickbacks

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

The MCFHO and the City each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement. Neither the City nor the MCFHO shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

#### 5.4 Personnel

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

#### 5.5 Reports and Information

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

#### 5.6 Records and Audits

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

#### 5.7 Findings Confidential

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

#### 5.8 Copyright

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

5.9 Compliance with Local Laws

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

5.10 Equal Employment Opportunity

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

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

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. MCFHO will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. MCFHO will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event MCFHO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, MCFHO may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 241 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. MCFHO will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of

his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. MCFHO will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. MCFHO will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### SECTION 6 - SPECIAL PROVISIONS, EXHIBITS, SCHEDULES AND ATTACHMENTS

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

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

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

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

#### SECTION 7 — NOTICE

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

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

And in the case of the Consultant, as follows:

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

CITY OF MEDINA

Witness:

By: \_\_\_\_\_  
Dennis Hanwell, Mayor

\_\_\_\_\_

THE MEDINA COUNTY FAIR HOUSING OFFICE

Witness:

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

Rhonda Beck

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Law Director

Neil A. Connell 11-25-2019  
County Prosecutor's Office



ORDINANCE NO. 196-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE MEDINA COUNTY PARK DISTRICT AND THE CITY OF MEDINA FOR THE PURCHASE OF THREE (3) ACRES OF REAL PROPERTY.

SEC. 1: That the Mayor is hereby authorized to execute a Purchase and Sale Agreement between the Medina County Park District and the City of Medina for purchase of three (3) acres of real property and known as being a part of Permanent Parcel No. 028-19C-23-001.

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

SEC. 3: That the funds to cover this purchase, in the amount of not to exceed \$27,500.00, are available in Account No. 143-0748-54411.

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

PURCHASE AND SALE AGREEMENT

ORD 196-19  
EXH. A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PURCHASER:**  
**City of Medina, Ohio**

**SELLER:**  
**Medina County Park District**

By: \_\_\_\_\_  
Dennis Hanwell, Mayor

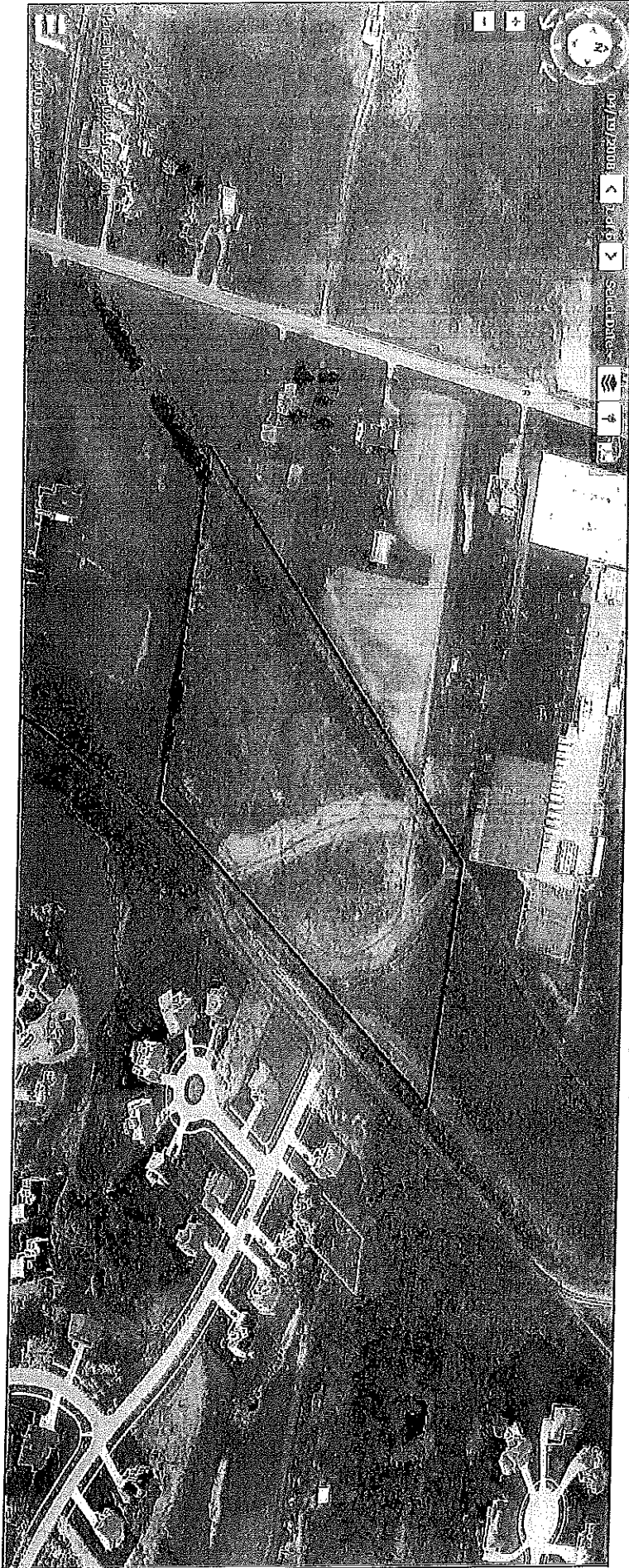
By: \_\_\_\_\_  
Nathan Eppink, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A



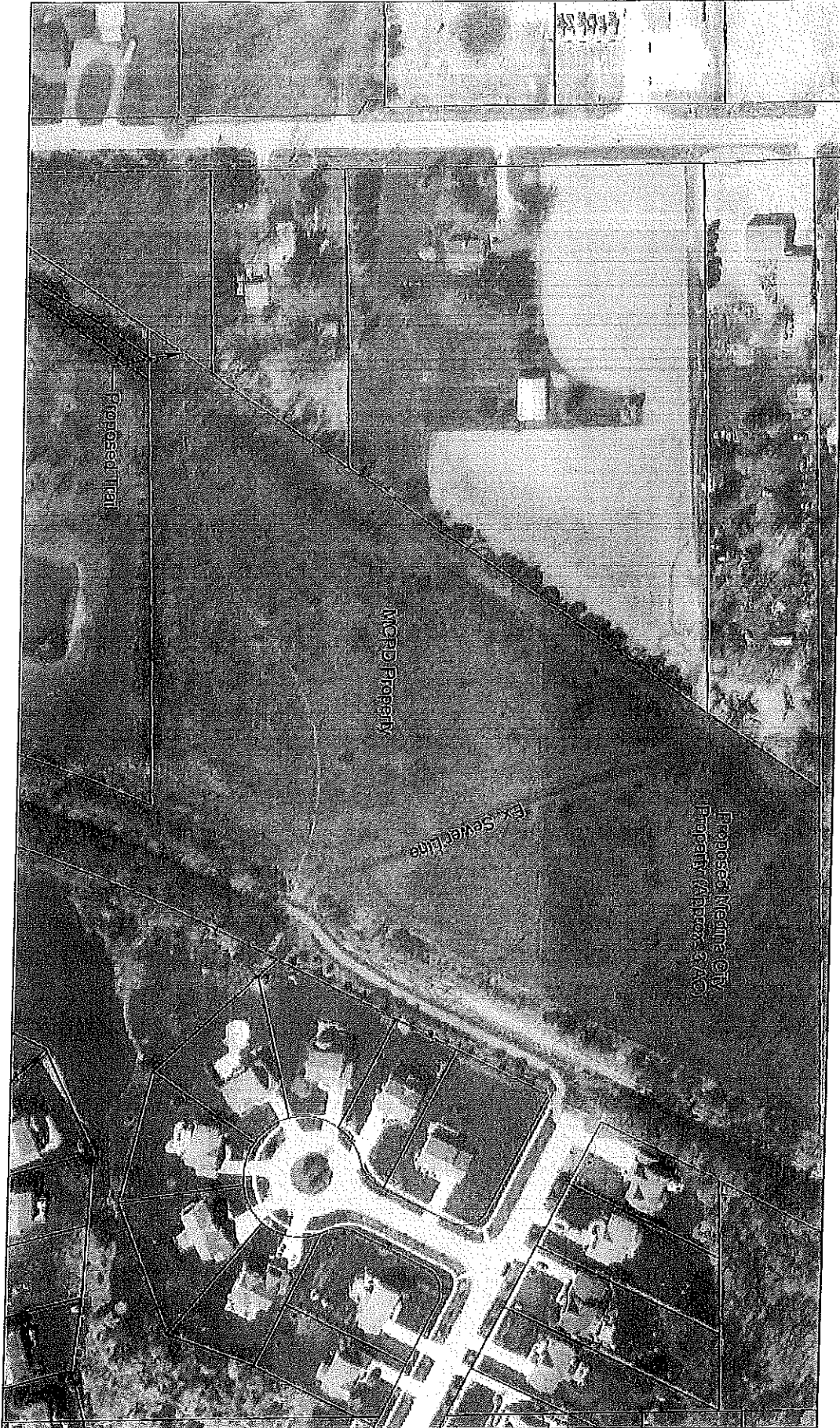
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EXHIBIT A



**ORDINANCE NO. 197-19**

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.**

**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 advances:

- \$150,000.00 from (001) General Fund to (125) CDBG Allocation Fund
- \$116,000.00 from (001) General Fund to (108) Stormwater/Street 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. 198-19

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. 195-18, passed December 10, 2018, shall be amended by the following additions:

| <u>Account No./Line Item</u>                     | <u>Additions</u> |
|--|------------------|
| 001-0707-56615 (Advances Out)                    | 150,000.00 *     |
| 901-0920-56612 (Refunds-unclaimed monies)        | 22,301.50 *      |
| 169-0705-54412 (Court-Buildings)                 | 66,500.00 *      |
| 168-0705-54413 (Case Mgmt. – Equipment)          | 64,000.00 *      |
| 924-0930-56612 (Law Library Refunds)             | 2,000.00         |
| 105-0610-53315 (Local License-Tools)             | 23,000.00        |
| 001-0210-53322 (Cemetery-Maint of Facility)      | 6,000.00         |
| 001-0210-53322 (Cemetery-Maint of Facility)      | 2,000.00         |
| 001-0704-52211 (Law-Education)                   | 6,100.00         |
| 001-0704-52225 (Law-Legal Services)              | 10,000.00        |
| 001-0704-52215 (Law-Contractual)                 | 1,500.00         |
| 001-0704-52226 (Law-Prof Services)               | 4,000.00         |
| 001-0704-52225 (Law-Legal Services)              | 20,000.00        |
| 001-0704-52225 (Law-Legal Services)              | 4,000.00         |
| 001-0743-53315 (Public Bldgs.-Tools)             | 6,000.00         |
| 001-0743-53322 (Public Bldgs.-Maint of Facility) | 1,000.00         |
| 001-0743-50112 (Public Bldgs.-OT)                | 12,000.00        |
| 108-0610-50111 (Streets-Salaries)                | 160,000.00       |
| 108-0610-51122 (Streets-Hospitalization)         | 15,000.00        |
| 108-0610-52214 (Streets-Advertising)             | 2,000.00         |
| 108-0610-52215 (Streets-Contractual)             | 20,000.00        |
| 108-0610-53311 (Streets-Office Supplies)         | 1,000.00         |
| 513-0708-54413 (UB-Equip)                        | 15,000.00        |
| 513-0708-54413 (UB-Equip)                        | 2,470.00         |
| 514-0541-53315 (Sanitation Office-Tools)         | 500.00           |
| 514-0543-53322 (Sanitation-Maint of Facility)    | 14,000.00        |
| 574-0357-50111 (Programs-Salaries)               | 8,000.00         |
| 574-0357-51121 (Programs-Retirement)             | 2,500.00         |
| 102-0610-52213 (Streets-Insurance)               | 5,100.00         |
| 102-0610-52215 (Streets-Contractual)             | 9,500.00         |
| 102-0610-53313 (Streets-Operating)               | 10,000.00        |
| 102-0620-53319 (Storm Sewer-Sewer Maint)         | 47,000.00        |
| 102-0145-53321 (Traffic-Maint of Equipment)      | 80,000.00        |
| 102-0145-50111 (Traffic-Salaries)                | 8,000.00         |

|   |             |
|---|-------------|
| 102-0145-51121 (Traffic-Hospitalization)              | 1,200.00    |
| 102-0620-53319 (Storm Sewer-Sewer Maint)              | 3,000.00    |
| 102-0145-53321 (Traffic-Maint of Equipment)           | 15,000.00   |
| 104-0309-53315 (Sports Field-Tools)                   | 304.95 *    |
| 104-0309-53322 (Sports Field-Maint of Facilities)     | 112.50 *    |
| 574-0358-53313 (Salaries)                             | 13,500.00 * |
| 574-0358-51121 (Retirement)                           | 1,900.00 *  |
| 574-0358-51123 (Workers Comp)                         | 400.00 *    |
| 574-0358-51126 (Medicare)                             | 200.00 *    |
| 574-0358-52211 (Travel & Education)                   | 7,000.00 *  |
| 574-0358-52215 (Contractual)                          | 3,000.00 *  |
| 574-0358-53313 (Operating Supplies)                   | 14,000.00 * |
| 104-0303-53313 (Pool-Operating)                       | 1,500.00    |
| 104-0303-53321 (Pool-Maint of Equipment)              | 9,000.00    |
| 104-0303-53321 (Pool-Maint of Equipment)              | 2,000.00    |
| 104-0303-53321 (Pool-Maint of Equipment)              | 2,500.00    |
| 104-0301-53315 (Park Maint-Tools)                     | 3,800.00    |
| 104-0301-53321 (Park Maint-Maint of Equipment)        | 2,000.00    |
| 104-0301-54412 (Park Maint-Bldgs & Structures)        | 2,000.00    |
| 301-0454-52215 (Correction to 134 Fund-Grant related) | 34,164.62   |
| 001-0707-56615 (S. Broadway Project #992)             | 116,000.00  |
| 108-0610-54411 (S. Broadway Project #992)             | 116,000.00  |

**SEC. 2:** That Ordinance No. 195-18, passed December 10, 2018, shall be amended by the following reductions:

| <u>Account No./Line Item</u>                 | <u>Reductions</u> |
|--|-------------------|
| 105-0610-54417 (Local License-Vehicles)      | 23,000.00         |
| 001-0210-52215 (Cemetery-Contractual)        | 6,000.00          |
| 001-0210-51123 (Cemetery-Workers Comp)       | 2,000.00          |
| 001-0704-50119 (Law-Misc.)                   | 6,100.00          |
| 001-0704-51123 (Law-Workers Comp)            | 10,000.00         |
| 001-0704-50119 (Law-Misc.)                   | 1,500.00          |
| 001-0704-50119 (Law-Misc.)                   | 4,000.00          |
| 001-0704-51122 (Law-Hospitalization)         | 20,000.00         |
| 001-0704-50119 (Law-Misc.)                   | 4,000.00          |
| 001-0743-52215 (Public Bldg.-Contractual)    | 6,000.00          |
| 001-0743-51123 (Public Bldg.-Workers Comp)   | 1,000.00          |
| 001-0743-52215 (Public Bldg.-Contractual)    | 12,000.00         |
| 108-0610-54411 (Streets-Land)                | 160,000.00        |
| 108-0610-54411 (Streets-Land)                | 15,000.00         |
| 108-0610-54411 (Streets-Land)                | 2,000.00          |
| 108-0610-54411 (Streets-Land)                | 20,000.00         |
| 108-0610-54411 (Streets-Land)                | 1,000.00          |
| 513-0708-53311 (UB-Office Supplies)          | 15,000.00         |
| 513-0708-53315 (UB-Tools)                    | 2,470.00          |
| 514-0541-52211 (Sanitation Office-Education) | 500.00            |

|  |           |
|--|-----------|
| 514-0543-52215 (Sanitation-Contractual)        | 14,000.00 |
| 574-0357-52215 (Programs-Contractual)          | 8,000.00  |
| 574-0357-52215 (Programs-Contractual)          | 2,500.00  |
| 102-0610-50114 (Streets-Holiday)               | 5,100.00  |
| 102-0610-50115 (Streets-Vacation)              | 9,500.00  |
| 102-0610-50116 (Streets-Sick)                  | 10,000.00 |
| 102-0545-50111 (Leaf-Salaries)                 | 47,000.00 |
| 102-0610-50111 (Streets-Salaries)              | 80,000.00 |
| 102-0610-50112 (Streets-OT)                    | 8,000.00  |
| 102-0145-52212 (Traffic-Utilities)             | 1,200.00  |
| 102-0620-51123 (Storm Sewer-Workers Comp)      | 3,000.00  |
| 102-0615-53312 (Street Cleaning-Chemicals)     | 15,000.00 |
| 104-0303-52215 (Pool-Contractual)              | 1,500.00  |
| 104-0303-50111 (Pool-Salaries)                 | 9,000.00  |
| 104-0303-50112 (Pool-Overtime)                 | 2,000.00  |
| 104-0303-52215 (Pool-Contractual)              | 2,500.00  |
| 104-0301-50111 (Park Maint-Salaries)           | 3,800.00  |
| 104-0301-50111 (Park Maint-Salaries)           | 2,000.00  |
| 104-0301-54414 (Park Maint-Street Resurfacing) | 2,000.00  |

**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:** \_\_\_\_\_  
**Clerk of Council**

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

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

RESOLUTION NO. 199-19

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR GRANT ASSISTANCE TO THE STATE OF OHIO FOR THE FY 2021/2022 CAPITAL BILL FUNDING CYCLE; AND TO SUBMIT DESIRED PROJECTS TO THE STATE FOR CONSIDERATION.

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

SEC. 1: That the Mayor of the City of Medina, Ohio is hereby authorized and directed to submit an application for grant assistance to the State of Ohio for the FY 2021/2022 Capital Bill Funding Cycle.

SEC. 3: That if Grant funds are awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the State of Ohio for the implementation and administration of the Grants.

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 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