

ORDINANCE NO. 160-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN IMPROVEMENT AGREEMENT WITH THE MEDINA COMMUNITY DESIGN COMMITTEE FOR REPAINTING AND REPAIR TO THE CITY'S INTERURBAN TICKET BUILDING.

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

SEC. 1: That the Mayor is hereby authorized to enter into an Improvement Agreement with the Medina Community Design Committee for repainting and repair to the City's Interurban Ticket Building.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein, and subject to the Law Director's final approval.

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

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

PASSED: September 14, 2020

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 15, 2020

SIGNED: Dennis Hanwell
Mayor

**INTERURBAN TICKET BUILDING
IMPROVEMENT AGREEMENT**

This Agreement made this 15th day of September, 2020, by and between the **CITY OF MEDINA, an Ohio municipal corporation**, 132 North Elmwood Avenue, Medina, Ohio 44256, and **MEDINA COMMUNITY DESIGN COMMITTEE, an Ohio nonprofit corporation**, c/o Michele Nichols, 800 S. Court Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. INTERURBAN TICKET BUILDING IMPROVEMENTS

The City of Medina and the Medina Community Design Committee agree to jointly work together toward the completion of painting and minor repair to the Interurban Ticket Building, which is a property owned and managed by the City of Medina. The scope of the project is defined as follows:

- A. **Interurban Ticket Building Paint and Repair.** Attached hereto and incorporated herein are plans and construction estimates for painting and minor repair to be completed at the Interurban Ticket Building which is a property owned and managed by the City of Medina. The estimated cost of the work outlined herein is Two Thousand and Eight Hundred Dollars (\$2,800). The Medina Community Design Committee agree to be responsible for executing the work and paying the cost of the work outlined herein in accordance with the documents attached hereto as "Exhibit A." The Medina Community Design Committee agree to hire the contractor who will be completing the painting and repair work. The Medina Community Design Committee agree to be responsible for completing the painting and repair work as set forth in the plans attached hereto. The design and plans for the painting and repair work are on file with the Medina Service Director.

The City of Medina shall not be responsible for the costs associated with Interurban Ticket Building painting and repair work. Upon completion of the painting and repair work, the Median Community Design Committee agree to donate the work and the costs of the work to the City of Medina, and the City of Medina hereby agrees to accept the donation of the improvements. The City of Medina hereby agrees to future maintenance of the work after acceptance of the work as outlined herein.

Medina Community Design Committee agree to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with the

painting and repair work to be completed pursuant to the plans now on file with the Medina Service Director.

ARTICLE 2. TIME OF COMPLETION

The parties hereto agree that the construction work contemplated for the painting and repair shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the project. The proposed painting and repair project shall be completed by no later than six (6) months from the date of commencement of the project.

ARTICLE 3. MECHANIC'S LIEN

Any mechanic's lien filed as against the property owned by the City of Medina for work claimed to have been done or materials claimed to have been furnished on the project shall be discharged by the Medina Community Design Committee within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 4. BONDING

The Medina Community Design Committee agrees that the contractor hired by the Medina Community Design Committee to execute the painting and repair work proposed herein shall provide to the City of Medina and shall, at all times during the project, maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project.

ARTICLE 5. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 6. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the City of Medina and Medina Community Design Committee. Each term and each provision of this Agreement to be performed by the Medina Community Design Committee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Medina Community Design Committee is not intended to constitute a consent to assignment by the Medina Community Design Committee, but has reference only to those instances in which the City of Medina may have given written consent to a particular assignment.

ARTICLE 7. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of the City of Medina hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

Kathy Patton

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: *Dennis Hanwell*
DENNIS HANWELL
Its: Mayor *September 15, 2020*

Kathy Patton

**Medina Community Design Committee
an Ohio Non-Profit Corporation**

By: *Michelle L Nichols*
By: _____
By: _____
Its: ~~Trustees~~

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the **CITY OF MEDINA by Dennis Hanwell, its Mayor**, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of September, 2020.

Sherry A. Crow
NOTARY PUBLIC

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

STATE OF OHIO)
COUNTY OF MEDINA) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **MEDINA COMMUNITY DESIGN COMMITTEE**, by Michele Nichols, _____, and _____, its Trustees, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of September, 2020.

Sherry A. Crow
NOTARY PUBLIC

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070