

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

February 12, 2018
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (January 22, 2018)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayoral appointment.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 17-18

An Ordinance authorizing the Mayor to enter into an Agreement with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2018 through March 31, 2019.

Ord. 18-18

An Ordinance authorizing the Mayor 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 PY17 Community Development Block Grant (CDBG) Program.
(emergency clause requested)

Ord. 19-18

An Ordinance authorizing the expenditure of \$40,000.00 to Wingfoot Commercial Tire Systems, LLC for the purchase of truck tires for the Sanitation Department.

Ord. 20-18

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, 2018 through December 31, 2019.
(emergency clause requested)

Ord. 21-18

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Police Department, Lieutenant and Sergeant positions.

Res. 22-18

A Resolution accepting the Medina Rotary Club donation of a 911 Memorial at Fire Station #1, located at 300 W. Reagan Parkway.

Ord. 23-18

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.
(emergency clause requested)

Ord. 24-18

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

Ord. 25-18

An Ordinance authorizing the Mayor, on behalf of the City of Medina, to engage the law firm of Walter Haverfield, LLC, jointly with the Regional Income Tax Agency (RITA) and other municipalities for purposes of initiating litigation to challenge the constitutionality of amendments to Chapter 718 of the Ohio Revised Code relating to Municipal Income Tax.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA-CITY COUNCIL
Monday, January 22nd, 2018

Opening:

Medina City Council met in regular, open session on Monday, January 22, 2018. 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 L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, and M. Kolesar. B. Lamb was absent.

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on January 8, 2018 as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, and L. Parnell-Cavey.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to tonight's Council meeting and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Kolesar stated they had a meeting last week and there is one item on the agenda that came from that meeting.

Public Properties Committee: Mr. Shields stated they met last week on the 17th and there is one item that went to Finance and will be on a future Council agenda. He will be scheduling a joint meeting with the Cemetery Commission soon.

Special Legislation Committee: Mr. Lamb was absent and had no report.

Streets & Sidewalks Committee: Mr. Simpson stated they met this evening and no further meetings are scheduled at this time.

Water & Utilities Committee: Ms. Parnell-Cavy stated they have yet to meet for this year and no meetings have yet been scheduled.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

18-010-1/22 – Budget Amendments

18-011-1/22 – Expenditure Over \$15,000 – Vance's – Police Dept.

18-012-1/22 – Expenditure – General Liability Insurance – USI Midwest

18-013-1/22 – Fair Housing Agreement – Medina County Fair Housing

18-014-1/22 – MOU for Transit Services

18-015-1/22 – Income Tax Ordinance Update
18-016-1/22 – Expenditure Over \$15,000 – Sturgess Construction – Parks
18-017-1/22 – Spring Grove Cemetery Columbarium Wall
18-018-1/22 – Expenditure – Wingfoot Tire Systems – Service

Streets & Sidewalks Committee

18-019-1/22 – Mid-Street Crosswalk Safety in Historic District

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

Mayor Hanwell read a Proclamation for Mr. Gerald Lash for his many years of service to the community.

- 1) Bicentennial Events - Medina Library Saturday, January 13th 1 p.m. - founders program went well.
- 2) Sunday, January 14th- 4 p.m. to 5:30 p.m. - MLK Celebration at Heartland Community Church, 3400 Weymouth Rd., Medina, well attended.
- 3) Thursday, February 1st at 7 p.m. - Four Chaplains Service at United Church of Christ Congregational, 217 East Liberty St., Medina. Four Chaplains Remembrance Service “Recognizing Selfless Service to One Another, Within Our Community, Within Our Families, and Within Our Hearts. Sponsored by American Legion Post 202.
- 4) Annual Ice Festival - Medina Public Square - February 16-19, 2018.
- 5) Black History Month Celebration at Second Baptist Church, 451 Bronson St., Thursday, February 22nd at 7 p.m. Overflow parking at corner of Medina Street and Bronson at High Voltage Indoor Karting.

Keith Dirham, Finance Director, reminded residents they are required to file income tax returns with the City. We have switched income tax collections from CCA to RITA so all filings after January 1st go to RITA. Yes you file 4th quarter reconciliations with RITA because they will have the information from CCA.

Greg Huber, Law Director, thanked Jerry Lash and said he has served with him on the Airport Commission and that Jerry was thoughtful and addressed problems with a great deal of common sense every time. It was a privilege to work with him.

Chief Kinney, Police Chief, thanked Mr. Lash for his service to the community. Update on the K-9 Program – 3 Dogs have been sent over from Europe and they are currently at the trainer. We are going through a process of evaluating all three dogs to pick one. Once the dog is chosen, the handler will go to the trainer for 1 ½ months beginning sometime in February. Hopefully in early April we should have a certified dog on the road.

Kimberly Marshall, Economic Development Director, had no report.

Jonathon Mendel, Planning Community Director, thanked Mr. Lash for his service to the City and community.

Chief Painter, Fire Chief, stated that because of the expansion of the Fire District with Medina Township, it triggered a re-evaluation by ISO the Insurance Service Organization of our fire protection abilities. He is happy to announce they received an email from them and we will remain a class 3. Montville and Medina Township will also go up to a class 3 and in their non-hydrant areas - it will go from an 8 to a 5, and this is an improvement all the way across the board for both the communities. ISO means Insurance Service Organization and they test our ability to fight fires and that's how they rate all your insurances, hopefully improving your insurance rates.

Mike Wright, Recreation Center Director, stated the Medina Rec is again offering a \$3.00 senior day pass rate from January 1st thru March 31st so seniors can come in from the cold and exercise at the Rec. They are having an Open House on Monday, February 19th (President's Day) where patrons can bring in a non-perishable food item from 1 p.m. - 4 p.m. and get into the Rec for free! There will be drawings for great prizes, inflatables, swimming, and a toddler open gym set up. All food items will be donated to Feeding Medina County. Lastly, the next Rec Advisory Board will be Thursday, February 15th, at 7:30 a.m. at the Rec Center.

Jansen Wehrley, Parks and Recreation Director, announced they have their seasonal maintenance positions posted on the Civil Service Website at www.medinaoh.org. Applications will be accepted either at the Civil Service Office or in the Parks Department Office at 775 East Washington Street until March 30th. Jansen expressed his thanks to Parks Superintendent Don LeHotan who will be retiring effective the end of this month.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, congratulated Jerry on 35 years of service to the community. The Airport Taxiway Project is out to bid. That project will reconstruct the taxiway at the north-south taxiway at the Medina Airport.

We are in the public notification process for our Champion Creek Multi-Purpose Path which includes the State Route 3 bike lanes.

Nino Piccoli, Service Director, also thanked Mr. Lash for his dedication and commitment to the City and the community.

Mayoral appointment:

Uptown Park Advisory Committee – Dave McCarthy – expiring 12/31/20

Mr. Shields moved to approve, seconded by Mr. Simpson. The roll was called and the appointment was approved by the yeas of J. Shields, D. Simpson, J. Coyne, M. Kolesar, L. Parnell-Cavey, and P. Rose.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Keith Racy resides at 908 Laurel Glens Dr. and he is here on behalf of Sustainable Medina County, it is a group of Republicans and Democrats. We all just want to live on un-poisoned land and that's what brings them together. He is concerned that within ten miles of the City of Medina there is a compressor station for the Nexus pipeline going up that will spew 77 tons of known toxins and who knows how many tons of unknown toxins that science has not established toxicity standards for yet. He spoke of respiratory issues this will cause especially if you or your family within a 10 mile radius of this, and how we aren't even getting the benefits of the pipeline because the natural gas is being sold in Canada.

Patricia Walker, resident of Medina whole-heartedly agrees with Reverend Racy but that is not why she is here tonight. She came to thank City Council, the Mayor and all the people for the money and support for the Bicentennial Committee. We had 272 people come to the last event with Mr. Rose to tour the Court Houses. She thanked Roger Smalley, who is the chairman of the committee, for his hard work. She spoke of the next event at the Medina Library on Saturday, January 27th from 11 a.m. – to 3 p.m. for History Day. There will be Historical Societies from around Medina County and they are going to have exhibits and booths for people to come and find out what different societies are doing throughout the County. There will be another event on February 10th at the Grace Drake Center at 1 p.m., a program on the Underground Railroad. The Western Reserve Historical Society along with other people from our committee, will be presenting this program. For more information you can go to www.Medina200.com and see all the events or go to Medina 200 on Facebook.

Kathy Jones also spoke regarding the compressor station. Stating our children have no voice and she feels that we all will be affected from the air toxins. Kathy asked if City Council would be willing to donate any money to Sustainable Medina County. Mr. Coyne stated they can talk about it. Kathy passed a basket around for donations.

Mr. Huber stated in his capacity as a private attorney, he represented many of the people who are affected by the Nexus Pipeline. This pipeline crosses the western part of the farm that has been in his family for three generations and as a result it cost him to become involved. Our State and Federal Legislators have done little to nothing to regulate where these pipelines go in such a way that individual people aren't essentially saddled with what potentially is a dangerous situation. The regulations by and large were created in the early 50's that dealt with 8 and 10 inch lines that didn't carry the kind of high pressure that you see in the compressor stations that they build now. The pipelines have grown in size, and the blast zone for a pipeline explosion with the big pipelines is a third of a mile, and that's well established. The regulations have not been improved since the 50's to provide any setback from a person's property or their house with respect to the location of

these pipelines, with little effort to put the pipelines in what would seem to be a better thought out energy corridor. They essentially can put the pipelines wherever they want and they will go in a place that is the least expensive to the energy company. The politicians by and large receive great sums of money from the energy industry, and there has been no willingness to look at these issues in such a manner that a better common sense resolution of these issues can be found. We need to do much better than that, because these pipelines need to be placed in better places than right next to your house.

Mary Emhoff from Brunswick Hills is concerned because of the pipeline for her son and grandkids that live in Medina. What she is asking is to help support them in is to help pay for a study to look into and see if we are in danger from the compressor station.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 010-18

An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for Consultant Services for the FY18 City of Medina Community Housing impact and Preservation Program (CHIP) and Community Development Block Grant (CDGB) Grant Program Applications, including administration and implementation, and to award RFQ/RFP to the successful bidder. Mr. Shields moved for the adoption of Ordinance/Resolution No. 010-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 010-18, seconded by Mr. Simpson. Mr. Mendel stated this is to allow the Mayor to solicit and accept requests for qualifications and requests for proposals for consultant services to help the City manage and execute the administration of our various upcoming CHIP and Block Grant Programs. Emergency clause is requested due to needing to have this in place as soon as possible to help execute the grants. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, M. Kolesar, Parnell-Cavey, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 010-18 passed by the yea votes of D. Simpson, J. Coyne, M. Kolesar, L. Parnell-Cavey, P. Rose, and J. Shields.

Ord. 011-18

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for a one year supply of the various kinds of maintenance materials needed for the streets and water lines, including but not limited to salt, the chemicals for use in the treatment of water, and water meters to be used by the various departments of the City of Medina, Ohio. Mr. Shields moved for the adoption of Ordinance/Resolution No. 011-18, seconded by Mr. Simpson. Mr. Piccoli stated this is for various maintenance materials utilized by the Service Department. The roll was called and Ordinance/Resolution No. 011-18 passed by the yea votes of M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 012-18

An Ordinance authorizing the Mayor to execute a Revocable Use Permit with Charles Dale Novicky to use or occupy the framed shed located on City Park property known as City Lot

No. 3248, adjacent to the residence at 960 Racoa Place. Mr. Shields moved for the adoption of Ordinance/Resolution No. 012-18, seconded by Mr. Simpson. Mr. Wehrley stated they were made aware of an encroachment on Park Property. They spoke with the resident and advised them that their shed structure was on City property. The resident claims the shed was originally permitted by the City but was not able to produce any such documents and we have no record of it. We felt compelled to work with the resident and to permit the structure at this property until the property goes up for sale and at that time, the shed will be removed at the sole expense of the property owner. Mr. Kolesar stated this property is in Ward 3, and he will be voting no on allowing this permit for several reasons. One being, we worked with a property owner in the same park that this shed is in, and we made that resident remove items that they had in the park and now we are going to allow essentially one of their neighbors on the other side of the park to keep their item. Mark feels they are opening the door to possible future encroachments and would like to be more consistent. Mr. Simpson stated he will be voting for the ordinance although he does agree with Mr. Kolesar, and thinks this may be a situation where they've opened the door to more. The reason he is voting yes for it is because back in 1990 to 1998 where there have been infractions before where either buildings or different objects were on City property or signs that didn't meet the City requirements, and those residents stated they did get approval from the City. Unfortunately records were not kept as well as they are today. He believes the resident, and said we have no way to prove otherwise. The roll was called and Ordinance/Resolution No. 012-18 passed by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, and J. Coyne. M. Kolesar cast a nay vote.

Ord. 013-18

An Ordinance authorizing the expenditure of \$49,463.45 to various vendors/contractors for the emergency transfer of water service laterals on S. Prospect Street. Mr. Shields moved for the adoption of Ordinance/Resolution No. 013-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 013-18, seconded by Mr. Simpson. Mr. Patton stated Council passed an ordinance authorizing the City to complete a project we considered an emergency to transfer several residents on S. Prospect Street from an old 4 inch water line to our new 8 inch water line and at that time the budgeted cost for the project cost was \$75,000. We did complete the project using several different vendors and contractors. The grand total came to a little over \$49,000 and we are asking for authorization with the emergency clause to pay them because the work has been done since about mid-December. Mr. Kolesar will abstain his vote due to his employer using some of the same companies for business. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, L. Parnell-Cavey, and P. Rose. M. Kolesar abstained. The roll was called and Ordinance/Resolution No. 013-18 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, B. Lamb, and L. Parnell-Cavey. M. Kolesar abstained.

Ord. 014-18

An Ordinance authorizing the purchase of one (1) 2017 Chevrolet LCF 4500 from VanDevere Chevrolet to be used by the Parks and Recreation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 014-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 014-18, seconded by Mr. Simpson. Mr. Wehrley stated this cab, chassis and body will be used as an equipment hauler for our lawn maintenance crew in the Parks Department. It will replace a traditional pick-up truck and

trailer which will help increase their efficiencies and safety for the department. Emergency clause has been requested because we are hoping to secure a 2017 model year chassis. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, M. Kolesar, L. Parnell-Cavey, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 014-18 passed by the yea votes of D. Simpson, J. Coyne, M. Kolesar, L. Parnell-Cavey, P. Rose, and J. Shields.

Ord. 015-18

An Ordinance Rezoning Parcel Nos. 028-19B-09-073 and 028-19B-09-048 located at 124 and 126 Harding Street from R-3, High Density Residential to C-3, General Commercial. Mr. Shields moved for the adoption of Ordinance/Resolution No. 015-18, seconded by Mr. Simpson. Mr. Mendel stated this is a request by Mr. Powers, the owner of the property at 124 & 126 Harding St. for the rezoning, and was approved by the Planning Commission and then went to Council and was reviewed at the Finance Committee then to Public Hearing and now back here before Council. Mr. Kolesar stated they are looking at approving two parcels here and one of his big pet peeves is the transition from commercial to residential and he realizes this property owner was affected from the Rt. 42 improvement and loss some of their frontage. Mark has concerns with the smaller parcel that butts up to other residential and therefore he will be voting no. Mr. Rose stated that Mark's concerns were discussed at the Planning Commission Meeting. Paul stated there will be a buffering that will ease that transition and won't look quite as bad as some people may think. All that was taken into consideration. The roll was called and Ordinance/Resolution No. 015-18 passed by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, and J. Coyne. Mr. Kolesar cast a nay vote.

Ord. 016-18

An Ordinance amending Ordinance No. 177-17, passed December 11, 2017. (Amendments to 2018 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 016-18, seconded by Mr. Simpson. Mr. Dirham stated this first one is a contribution and when we receive a contribution we need to appropriate that in order to spend it. The second one is a transfer from one line to another. The roll was called and Ordinance/Resolution No. 016-18 passed by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, and M. Kolesar.

Council Comments:

Mr. Simpson stated prior to Finance Committee tonight they had a Streets and Sidewalks meeting to discuss some installation of sidewalks where there are no sidewalks within the City limits. There will be a procedure put into place to address that. Dennie recognized the City Engineer Patrick Patton and his accomplishments he sets out to do and every year he satisfies our needs and the Administration needs of getting things done. He congratulated Mr. Lash and his 35 years of service to the city. He also acknowledged Sustainable Medina County and encouraged them to keep doing what they are doing and feels positive that they will raise the funds they need.

Mr. Kolesar acknowledged Mr. Lash and said he truly appreciates all his effort in this community. He also spoke of Sustainable Medina County and how that gas is going to Canada and probably to Europe or Asia.

The Rocky River Watershed Council is holding their annual meeting this year here in Medina on

Medina City Council
January 22, 2018

Wednesday, January 24th at 6 p.m. at the District Library located at 210 S. Broadway to talk about what they do with featured speakers.

Mr. Shields thanked Mr. Lash for always being there for the right reasons to do what's best for the City of Medina.

Mr. Rose thanked Jerry and stated for 8 years he sat next to him on the Planning Commission and said he had learned so much from him. Paul wished him well.

Mrs. Parnell-Cavy also thanked Mr. Lash for his years of service and she also thanked Sustainable Medina County for getting out and putting their case out there and appreciates what they are doing.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:24 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 17-18

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH USI INSURANCE SERVICES, LLC FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2018 THROUGH MARCH 31, 2019, 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 a contract with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2018 through March 31, 2019.
- SEC. 2:** That the funds to cover this expenditure in the estimated amount of \$145,000.00 are available in each appropriate budget.
- 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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

Clerk of Council

APPROVED: _____

SIGNED: _____

Mayor

Effective date –

ORDINANCE NO. 18-18

AN ORDINANCE AUTHORIZING THE MAYOR 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 PY17 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 PY17 Community Development Block Grant Program, Agreement No. A-F-17-2CN-1.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the contract amount of 5,000.00 is available in Account No. 125-0457-52215.
- SEC. 4:** 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MEDINA, OHIO
AND
MEDINA COUNTY FAIR HOUSING OFFICE FOR
FAIR HOUSING SERVICES

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

This is an Agreement made as of September 1, 2017 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 Ohio Development Services Agency under the Community Development Block Grant Program, Agreement No. A-F-17-2CN-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 2017 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," copy attached.

SECTION 2 - BOARD OF CONTROL 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 PY 2017 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 September 1, 2017 and shall terminate on December 31, 2019, 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 For basic services of the MCFHO, the City shall pay a lump sum fee of Five Thousand Dollars (\$5,000.00) 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 including the number of complaints received, type of complaint, and status. 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 his 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 coded 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 with 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, 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 Fair Housing Section of the FY 2017 Community Development Block Grant Application.

Exhibit B "Certifications of City Finance Director".

- 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.

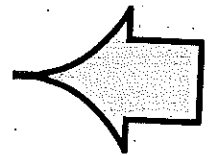
SECTION 7 — NOTICE

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: Robert Henwood
144 North Broadway
Medina, Ohio 44256



CITY OF MEDINA

Witness:

By: _____
Dennis Hanwell, Mayor

THE MEDINA COUNTY FAIR HOUSING OFFICE

Witness:

By: _____
Adam Friedrich, President
Board of Medina County Commissioners

Date: _____

APPROVED AS TO FORM:

City Law Director



OHIO PY 2017

COMMUNITY DEVELOPMENT PROGRAM

ANNUAL STANDARD FAIR HOUSING PROGRAM

January 1, 2018 to December 31, 2019

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). As a recipient of CDBG funds, the grantee is required to certify to affirmatively further fair housing and conduct the minimum requirements set by the state's Standard Fair Housing Program. A description of Standard Fair Housing Program requirements is included in the instructions.

GRANTEE:

City of Medina

List of Jurisdiction(s) covered by Program:

City of Medina

1. LOCAL FAIR HOUSING CONTACT AND INTAKE PROCESS

A. LOCAL FAIR HOUSING CONTACT

Grantee is required to provide the following information for the designated local fair housing coordinator who: a) is an employee of the unit of local government; b) is generally accessible Monday through Friday; and c) will be responsible for the initial intake of fair housing complaints and concerns. The person's name, address, and phone number must appear in all fair housing materials and on the grantee's official website. County and consortia grantees are encouraged to obtain a toll-free phone number. Check here if this person has held this position for one year or less. ☐

Name: Sandy Davis

Title: Administrative Assistant

Address: 132 N. Elmwood Avenue

City: Medina

State: Ohio

Zip: 44256

Phone Local:

330-722-0397

Toll Free:

E-mail Address:

sdavis@medinaoh.org

Website Address:

www.medinaoh.org

B. CONSULTANT SERVICES FOR OUTREACH OR ANALYSIS

A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. If using consultant services is planned, attach a copy of the Request for Proposals (RFP). If the consultant has been selected, attach evaluation sheets for proposal and the contract for fair housing services, and complete the following information. If the RFP has not been developed, check here. ☐

If a contract has not been entered into check here. ☒

Agency:

Medina County Fair Housing Consortium

or ☐ Unknown to date; or ☐ None planned

Contact:

Susan Hirsch, AICP

Title: Principal Planner

Address:

124 W. Washington Street, Suite B4

City:

Medina

State: Ohio

Zip: 44256

Phone Local:

330-722-9219

Toll Free:

E-mail Address:

shirsch@medinaco.org

Community Development Program Fair Housing Training Plan

(Schedule no earlier than Jan 1, 2018 and no later than Dec 31, 2019)

CDBG Target Area/Target Audience	Training Location	AI ¹	Description of Training	Approximate Date & Time
<i>Example: Removal of Arch. Barriers at Appleton's Senior Cntr/Senior Citizens</i>	<i>Appleton Senior Center</i>	<input checked="" type="checkbox"/>	<i>Fair Housing Rights and Complaint Process for Persons with Disabilities & Elderly</i>	<i>Feb. 10, 2018- 1:00 P.M.</i>
Residents city-wide, City Council Meeting	Medina City Hall 132 Elm St.	<input checked="" type="checkbox"/>	Fair Housing Laws in Ohio including recent policy changes; landlord/tenant rights &	Feb. 2018, 7pm
LMI Residents/Property Owners	Second Baptist Church, Bronson St.	<input checked="" type="checkbox"/>	Fair Housing and the complaint process; Reasonable accomodations& modifications	May 2018, 7pm
City-wide Landlord/Property Managers	Medina Library 210 S. Broadway, Medina	<input checked="" type="checkbox"/>	Landlord/tenant rights & responsibilities; property maintenance	Sept. 2018
Housing Network	Job and family Services Center	<input checked="" type="checkbox"/>	Transitional housing issues; Housing need; Emergency shelter provisions	January 2019, 1pm
Medina County Transit Consortium	Medina County Administration Bldg.	<input checked="" type="checkbox"/>	Fair Housing Laws in Ohio; Removal of architectural barriers	June, 2019
Seniors & Disabled Residents	Medina County Office of Older Adults	<input checked="" type="checkbox"/>	Fair Housing Rights and Complaint Process for Persons with Disabilities & Senior	October, 2019
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		

¹ Activities to address Analysis of Impediments Issues

4. OUTREACH PROGRAM Grantees are required to develop fair housing information and materials. Materials must be distributed to a minimum of 10 public events, agencies or organizations **EACH QUARTER** throughout the grant program period. The local fair housing contact's name, address, and phone number must be listed on all materials distributed. In addition, communities must provide fair housing contact information and outreach materials on their official website. Develop a distribution strategy and list in the chart located below: (Add additional sheets if needed.)

the CD budget summary form.

SOURCE OF FUNDS AND USE OF FUNDS

January 1, 2018 - December 31, 2019

2017 CDBG CD FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL BUDGET	OUTCOME/ACTIVITY
\$1,250.00			\$2,500.00	FH COORDINATOR
				FH COMPLAINT SYSTEM
\$750.00			\$1,500.00	FH TRAINING PROGRAM
\$500.00			\$1,000.00	FH EDUCATION OUTREACH
				FH ANALYSIS
\$2,500.00			\$5,000.00	TOTAL - 24 MO. BUDGET

Check here if fair housing activities are being carried out by persons other than those identified in section 1 above and identify: (Note: All literature must reference the Local Fair Housing Contact identified in section 1 and all complaint intake must also be performed by the Local Fair Housing Contact.) ☐

Agency: _____

Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

If Community Development funding is being utilized to implement the community's current or future CHIP Fair Housing Program requirements, the grantee must complete the CHIP Fair Housing Program chart.

CHIP FAIR HOUSING PROGRAM SOURCE OF FUNDS AND USE OF FUNDS

2017 CDBG FUNDS	CHIP FUNDS	OTHER FUNDS	TOTAL BUDGET	OUTCOME/ACTIVITY
				FH COORDINATOR
				FH COMPLAINT SYSTEM
				FH TRAINING PROGRAM
				FH EDUCATION OUTREACH
				FH ANALYSIS
				TOTAL - 24 MO. CHIP FH BUDGET

TOTAL CDBG COMMUNITY DEVELOPMENT FAIR HOUSING BUDGET:

\$2,500.00 2017 CDBG Standard Fair Housing Program
 _____ FH Program for FY _____ CHIP Grant
 \$2,500.00 Total FY 2017 CDBG Community Development Funds

PLAN OF ACTION WITH A TIMETABLE OR SCHEDULE (2018-2019)
ANALYSIS OF IMPEDIMENTS UPDATE

CITY OF MEDINA

Impediment Addressed	Proposed Action PY 2017	Action 2018 – beyond
<p>I. Economic Opportunity <i>Minorities, persons with disabilities, single parent households (familial status)</i></p>	<ol style="list-style-type: none"> 1. Work with Medina County, Brunswick and Wadsworth Development Departments to evaluate the expansion and retention needs of area businesses especially in the area of entry level employees. 2. Expand local educational opportunities to train for local business employment needs. 3. Explore new ways to train for non-traditional employment. 	<p>Ongoing throughout 2018-2019</p>
<p>II. Transportation <i>Minorities, persons with disabilities, single parent households (familial status)</i></p>	<ol style="list-style-type: none"> 1. Evaluate use of public transit to provide travel to employment. Consider starting bus service at 7:00am. 2. Encourage the City of Medina to create housing that creates a jobs/housing balance. 3. Incorporate an evaluation of transportation issues as part of Housing Needs Assessments and strategic planning processes. 4. Review transportation policies county-wide and within the City of Medina to encourage the integration of pedestrian access and safety into every phase of planning. 5. Explore opportunities to link Medina County Public Transit with surrounding communities. 	<p>Ongoing throughout 2018-2019</p>
<p>III. Housing Affordability and Availability <i>Minorities, persons with disabilities, single parent households (familial status)</i> 1. Affordable Housing</p>	<ol style="list-style-type: none"> 1. Work with elected and zoning officials to consider incentives for affordable housing such as density bonuses and/or fast-track processing. 2. Encourage City of Medina to contribute land or otherwise reduce land costs as part of the housing equation. 3. Encourage/fund land banking or land trusts that are available for future affordable housing projects. 4. Annually publish, "Affordable Housing: A Guide for Local Officials" as a tool for local governments in creating affordable housing and reducing regulatory barriers. 	<p>Ongoing throughout 2018-2019</p>
<p>2. Emergency Housing</p>	<ol style="list-style-type: none"> 1. Find alternatives to the previous Operations HOMES program. 2. Explore opportunities to further fund the Medina/Akron Battered Women's Shelter. 3. Explore opportunities to fund a permanent facility for emergency housing. 4. Work with the schools to alert system of possible homeless situations. 	<p>Ongoing throughout 2018-2019</p>

	<p>brochures on predatory lending.</p> <p>3. Continue to conduct training with agencies that receive DOD funding regarding fair lending practices.</p> <p>4. Provide education and literature to seniors.</p>	
3. Steering	Continue to work with local real estate companies to make fair housing training a part of their continuing education programs.	Ongoing throughout 2018-2019
V. Zoning/Land Use Regulations <i>Minorities, persons with disabilities, single parent households (familial status)</i>	Continue to promote and remove barriers to Fair Housing in Zoning Regulations: Work with the Medina County Department of Planning Services to review City Zoning Code- Fair Housing impact.	Ongoing throughout 2018-2019
1. NIMBY	<p>1. Continue to promote awareness of the need for affordable housing in Medina County.</p> <p>2. Partner with the Medina County Township Association and the cities and villages of Medina County to promote "best planning practices" that involve neighborhoods and the public at the beginning of the housing development process.</p>	Ongoing throughout 2019-2019
2. Familiar Status	<p>1. Work with the Medina County Department of Planning Services to conduct a Fair Housing Workshop.</p> <p>2. Work with partner agencies to conduct Fair Housing training that informs the public about familial status issues.</p>	Ongoing throughout 2018-2019
3. Land Use regulations	<p>1. Work with the Medina County Department of Planning Services to conduct a Fair Housing Workshop.</p> <p>2. Implement the Housing Component of the Comprehensive Plan.</p> <p>3. Seek grant funds to hire an attorney to review City zoning and subdivision regulations for Fair Housing Compliance.</p>	Ongoing throughout 2016-2019
4. Homeowner Associations	<p>1. Work with local developers, attorneys and property management firms to develop better education for homeowner's associations, homeowners and renters concerning Fair Housing practices.</p> <p>2. In particular provide education concerning reasonable accommodation, access and parking.</p>	Ongoing throughout 2018-2019

ORDINANCE NO. 19-18

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$40,000.00 TO WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC FOR THE PURCHASE OF TRUCK TIRES FOR THE SANITATION DEPARTMENT.

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

- SEC. 1:** That the expenditure of \$40,000.00 to Wingfoot Commercial Tire Systems, LLC for the purchase of truck tires for the Sanitation Department is hereby authorized.
- SEC. 2:** That the funds to cover this payment are available in Account No. 514-0543-53321.
- 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. 20-18

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, 2018 THROUGH DECEMBER 31, 2019, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2018 through December 31, 2019.
- 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. 125-0457-52215 (Grant Project #AF-17-2CN-1) and \$67,500.00 in Account No. 001-0707-52215.
- 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this Memorandum of Understanding is effective January 1, 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

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, 2018 through December 31, 2019.

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.

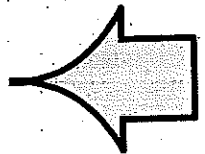
Either party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County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

Adam Friedrich, President
Medina County Board of Commissioners

Date: _____

Dennis Hanwell, Mayor
City of Medina

Date: _____



ORDINANCE NO. 21-18

AN ORDINANCE AMENDING SECTION 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE POLICE DEPARTMENT, LIEUTENANT AND SERGEANT POSITIONS.

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows relative to the Police Department:

POLICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Police Chief	43 A-F
1	Police Lieutenant	20 A-F
8	Sergeant	per contract
29	Patrol Officer	per contract
1	Patrol Officer (part-time)	per contract
10	Communications Operator	per contract
2	Communications Operator (part-time)	per contract
1	Administrative Assistant	8 A-F
1	Administrative Assistant (part-time)	Sec. 31.02(B)(7)
1	Parking Meter Attendant (part-time)	Sec. 31.02(B)(7)
4	Records Clerk (part-time)	Sec. 31.02(B)(7)
2	Stationary Load Limit Inspector* (part-time)	Sec. 31.02(B)(7)

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

SEC. 1: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows relative to the Police Department:

POLICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Police Chief	43 A-F
1 2	Police Lieutenant	20 A-F
8 7	Sergeant	per contract
29	Patrol Officer	per contract
1	Patrol Officer (part-time)	per contract
10	Communications Operator	per contract
2	Communications Operator (part-time)	per contract
1	Administrative Assistant	8 A-F
1	Administrative Assistant (part-time)	Sec. 31.02(B)(7)

1	Parking Meter Attendant (part-time)	Sec. 31.02(B)(7)
4	Records Clerk (part-time)	Sec. 31.02(B)(7)
2	Stationary Load Limit Inspector* (part-time)	Sec. 31.02(B)(7)

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. 22-18

A RESOLUTION ACCEPTING THE MEDINA ROTARY CLUB DONATION OF A 911 MEMORIAL AT FIRE STATION #1, LOCATED AT 300 W. REAGAN PARKWAY.

- WHEREAS:** The Medina Rotary Club is committed to improving the quality of life, health and well-being of citizens in our community; and
- WHEREAS:** The Medina Rotary Club wishes to construct and donate to the City of Medina, upon completion, a 911 Memorial at Fire Station #1, located at 300 W. Reagan Parkway, anticipated to cost approximately \$75,000 inclusive of construction fees; and
- WHEREAS:** The Medina Rotary Club has engaged the landscape design firm #1 Landscaping, Inc. to provide drawings, site plans, and specifications to the City and to perform the work in accordance with the planning and building codes of the City of Medina, Ohio; and
- WHEREAS:** The Medina Rotary Club has the capital resources necessary to complete this work; and
- WHEREAS:** Upon completion of the project, the Medina Rotary Club would like the City of Medina to accept this Memorial as a gift to commemorate the events of September 11, 2001, and to honor those who perished; and
- WHEREAS:** The Finance Committee has reviewed the proposal and has recommended the support and acceptance of this gift from the Medina Rotary Club.

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

- SEC. 1:** That the City of Medina hereby supports and accepts the Medina Rotary Club's gift to the City of construction of a 911 Memorial at Fire Station #1, located at 300 W. Reagan Parkway, in accordance with the planning and building codes do the City of Medina, Ohio.
- SEC. 2:** That an aerial photo of the site and proposed design layout 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 Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

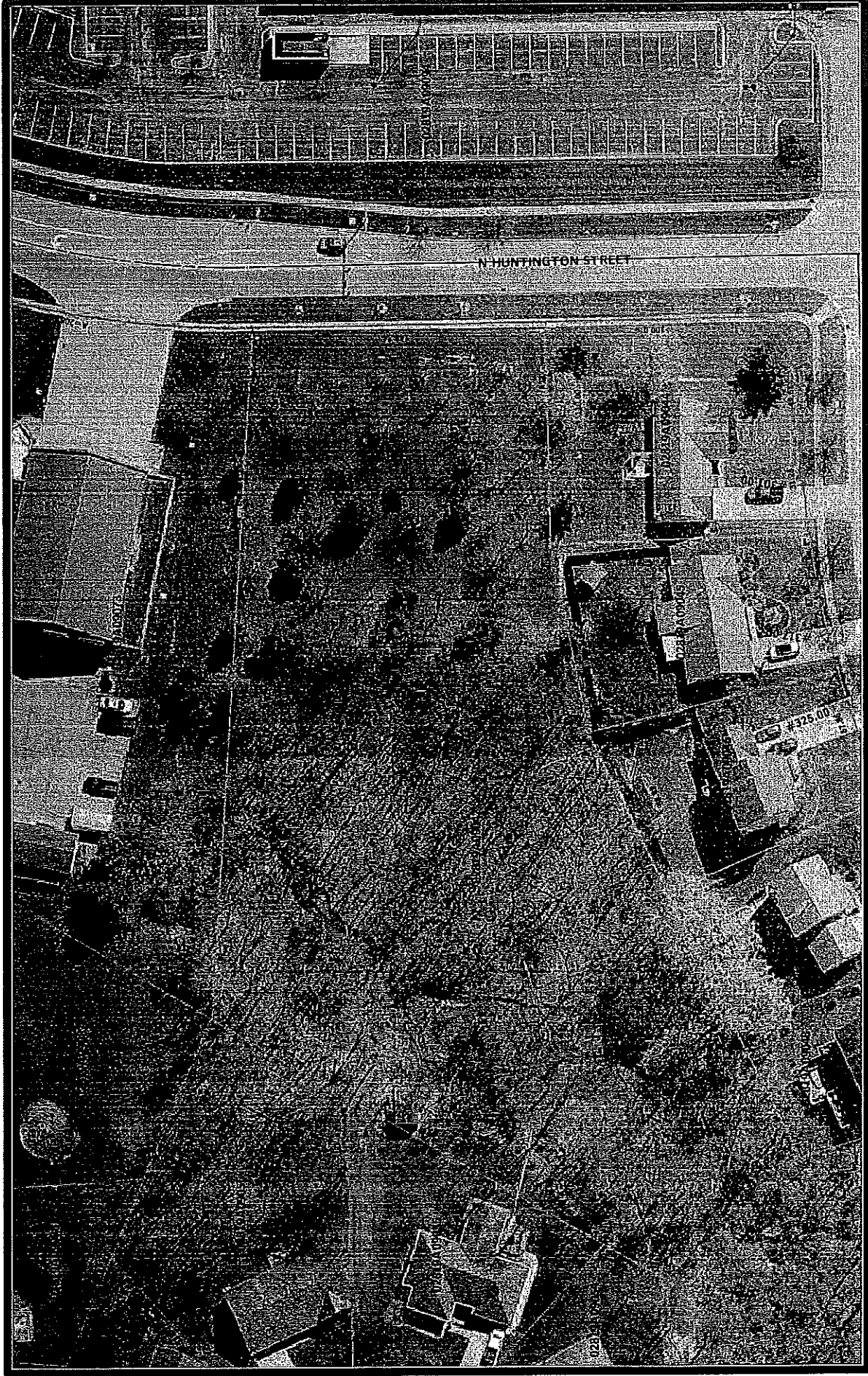
SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

911 Memorial Site



Res 22-18 EXH.A

1



PAID 12 DEC 18, 2014

[illegible]

ORDINANCE NO. 23-18

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, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of invoices from Cargill totaling \$11,315.02 for purchase of road salt per the contract.

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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Salt ordered + delivered
in December 2017

INVOICE
2903842759

Cargill Deicing Technology
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 415927
Boston MA 02241-5927
USA

Bill-To : CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE
132 N ELMWOOD AVE
MEDINA OH 44256-1827
USA

Ship-To : CITY OF MEDINA
MEDINA CITY W SMITH RD
781 W SMITH RD
MEDINA OH 44256
USA

Sold-To : CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE

PO # ~~2017-459~~ ¹⁸⁸⁹ Line # 1
Partial ☒ Complete
Date: 1/16/18 *[Signature]*

Billing Date: 01/04/2018
Sales Order: 3160553
Reference Date: 01/04/2018
Your Purchase Order: 16/17 min order - Smith Rd.
Payment Terms: NET 30 DAYS FROM DATE OF INVOICE

Approved: *[Signature]*
Inco Terms: DLD DESTINATION
Shipment Date: 01/04/2018
Gross Weight: 230,300.000 LB

Currency:	USD
Due Amt :	3,776.92
Due Date:	02/03/2018

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,840.000 LB Bill of Lading: 1ACQ00293094	22.920 22.920	ST ST	32.80 USD/ST	751.78
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,380.000 LB Bill of Lading: 1ACQ00293216	23.190 23.190	ST ST	32.80 USD/ST	760.63
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,900.000 LB Bill of Lading: 1ACQ00293295	22.950 22.950	ST ST	32.80 USD/ST	752.76
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,980.000 LB Bill of Lading: 1ACQ00293396	23.490 23.490	ST ST	32.80 USD/ST	770.47
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,200.000 LB Bill of Lading: 1ACQ00293480	22.600 22.600	ST ST	32.80 USD/ST	741.28

115.15 TN

Billing Enquiries

Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com



INVOICE
2903842759

Sold-To : CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE

Currency:	USD
Due Amt :	3,776.92
Due Date:	02/03/2018

Place of Loading	2400 SHIPS CHANNEL	Subtotal	3,776.92
	CLEVELAND OH 44113-2673 USA	Sales Tax	0.00
			INVOICE TOTAL
			USD 3,776.92

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non CTX) and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.



*Salt ordered + delivered
in December 2017*

INVOICE
2903846619

Cargill Deicing Technology
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 415927
Boston MA 02241-5927
USA

Bill-To: CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE
132 N ELMWOOD AVE
MEDINA OH 44256-1827
USA

Ship-To: CITY OF MEDINA
MEDINA CITY W SMITH RD
781 W SMITH RD
MEDINA OH 44256
USA

Sold-To: CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE

PO # *2017-1889* Line # *1*
Partial ☒ Complete ☐
Date: *1/16/18 JV*
Approved: *[Signature]*

Billing Date: 01/05/2018
Sales Order: 3160553
Reference Date: 01/05/2018
Your Purchase Order: 16/17 min order - Smith Rd.
Payment Terms: NET 30 DAYS FROM DATE OF INVOICE

Inco Terms: DLD DESTINATION
Shipment Date: 01/05/2018
Gross Weight: 184,300.000 LB

Currency:	USD
Due Amt:	3,022.52
Due Date:	02/04/2018

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,000.000 LB Bill of Lading: 1ACQ00293726	23.000 23.000	ST ST	32.80 USD/ST	754.40
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,100.000 LB Bill of Lading: 1ACQ00293744	23.050 23.050	ST ST	32.80 USD/ST	756.04
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,220.000 LB Bill of Lading: 1ACQ00293880	23.110 23.110	ST ST	32.80 USD/ST	758.01
100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,980.000 LB Bill of Lading: 1ACQ00293918	22.990 22.990	ST ST	32.80 USD/ST	754.07
Place of Loading 2400 SHIPS CHANNEL CLEVELAND OH 44113-2673 USA						Subtotal 3,022.52 Sales Tax 0.00
						INVOICE TOTAL USD 3,022.52

92.15 TN

Billing Enquiries

Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com



INVOICE
2903846619

Sold-To : CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE

Currency:	USD
Due Amt :	3,022.52
Due Date:	02/04/2018

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non CTX) and wire transfers, remittance advice should be emailed to remittance@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.



Salt Ordered + delivered
in December 2017

INVOICE
2903832068

DUPLICATE

Cargill Deicing Technology
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 415927
Boston MA 02241-5927
USA



Bill-To: CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE
132 N ELMWOOD AVE
MEDINA OH 44256-1827
USA

Ship-To: CITY OF MEDINA
MEDINA CITY W SMITH RD
781 W SMITH RD
MEDINA OH 44256
USA

PO # 2017-1889 Line # 1
Partial ☒ Complete ☐
Date: 1/16/18
Approved: [Signature]

Sold-To: CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE

Billing Date: 12/29/2017
Sales Order: 3160553
Reference Date: 12/29/2017
Your Purchase Order: 16/17 min order - Smith Rd.
Payment Terms: NET 30 DAYS FROM DATE OF INVOICE

Inco Terms: DLD DESTINATION
Shipment Date: 12/29/2017
Gross Weight: 275,340.000 LB

Currency:	USD
Due Amt:	4,515.58
Due Date:	01/28/2018

(All date format in MM/DD/YYYY)

Line No:	Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
1	100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,400.000 LB Bill of Lading: 1ACQ00291615	23.200 23.200	ST ST	32.80 USD/ST	760.96
2	100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,980.000 LB Bill of Lading: 1ACQ00291665	22.990 22.990	ST ST	32.80 USD/ST	754.07
3	100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,040.000 LB Bill of Lading: 1ACQ00291819	22.520 22.520	ST ST	32.80 USD/ST	738.66
4	100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 46,200.000 LB Bill of Lading: 1ACQ00291856	23.100 23.100	ST ST	32.80 USD/ST	757.68
5	100011135	400061517	DEICER SALT ICE CNTRL BLK DR Net Weight: 45,220.000 LB Bill of Lading: 1ACQ00291953	22.610 22.610	ST ST	32.80 USD/ST	741.61

Billing Enquiries Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com



INVOICE

2903832068

DUPLICATE



Sold-To : CITY OF MEDINA
MEDINA CITY N ELMWOOD AVE

Currency:	USD
Due Amt :	4,515.58
Due Date:	01/28/2018

Line No:	Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
6	100011135	400061517	DEICER SALT ICE CNTRL BLK	23.250	ST	32.80 USD/ST	762.60
			DR	23.250	ST		
			Net Weight: 46,500.000 LB				
			Bill of Lading: 1ACQ00292008				
Place of Loading				2400 SHIPS CHANNEL		Subtotal	4,515.58
CLEVELAND OH 44113-2673 USA						Sales Tax	0.00
INVOICE TOTAL							
USD							4,515.58

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non C'TX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Billing Enquiries Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com

ORDINANCE NO. 24-18

**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:

- \$15,000.00 from (001) General Fund to (821) Cemetery / Mausoleum Fund

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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 25-18

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF MEDINA, TO ENGAGE THE LAW FIRM OF WALTER HAVERFIELD LLP, JOINTLY WITH THE REGIONAL INCOME TAX AGENCY (RITA) AND OTHER MUNICIPALITIES FOR PURPOSES OF INITIATING LITIGATION TO CHALLENGE THE CONSTITUTIONALITY OF AMENDMENTS TO CHAPTER 718 OF THE OHIO REVISED CODE RELATING TO MUNICIPAL INCOME TAX, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina recognizes that municipal income tax administration and collection is vital to the health, safety and welfare of the municipality; and

WHEREAS: The City of Medina relies on the revenue from effective municipal income tax administration and collection to provide the services that maintain the health, safety and welfare of the municipality; and

WHEREAS: Upon recommendation of the Law Director, the Administration and Council believe that it now would be in the best interests of the City to enter into an Engagement Letter, insubstantially the form attached hereto as Exhibit A, for joint representation with other municipalities in order to challenge H.B. 49 as to the Centralized Administration and Collection of the Municipal Net Profit Tax provisions of R.C. Chapter 718, and to retain the law firm of Walter Haverfield LLP in representing the City in further proceedings in this matter.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute an Engagement Letter with the law firm of Walter Haverfield LLP, in order to assist RITA in joint representation of the City of Medina and other municipalities to initiate litigation to challenge H.B. 49 as to the Centralized Administration and Collection of the Municipal Net Profit Tax provisions of R.C. Chapter 718.

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

SEC. 3: It is understood that RITA will pay all legal fees, costs, charges, or expenses related to this matter.

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 that the retention of such special legal services is immediately necessary in order to commence judicial proceedings to challenge H.B. 49 given that the effective date of said legislation is January 1, 2018, and to protect the legal and financial interests of the City and other municipalities with common interests in such significant litigation. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Walter | Haverfield LLP

ATTORNEYS AT LAW

ORD. 25-18 Exh.A

Darrell A. Clay
dclay@walterhav.com
216.928.2896 direct line
216.916.2335 direct fax

Also Admitted In Louisiana

February 1, 2018

Gregory A. Huber
Law Director
City of Medina, Ohio
132 N Elmwood Avenue
Medina, OH 44256

Re: ***Engagement of Walter | Haverfield LLP for Legal Services in regard to Joint Representation of Municipalities and the Regional Income Tax Agency (RITA) to challenge H.B. 49 in regard to the Centralized Administration and Collection of the Municipal Net Profit Tax of O.R.C. Chapter 718.***

Dear Mr. Huber:

You have requested that Walter | Haverfield LLP (the "Firm") provide legal services to the City of Medina, Ohio ("Client") jointly with other municipalities and the Regional Income Tax Agency ("RITA") (collectively the "Joint Clients") in regard to the matter described herein under "Scope of Services." The purpose of this Engagement Letter is to confirm the terms and conditions upon which the Firm will provide those legal services. If the terms set forth below meet with your approval, please return a signed and dated letter to me by e-mail.

Fundamental to an attorney-client relationship is a clear understanding of the terms and conditions upon which the Firm will provide legal services. If any of the information contained in this Engagement Letter is inaccurate or unclear, please advise me immediately.

Clients

The Joint Clients for whom the Firm will be providing legal services under this Engagement Letter are identified in "Attachment A" to this Engagement Letter. Only chartered municipal clients will be named as parties to any litigation.

Scope of Services

The Firm will represent the Joint Clients in connection with challenging H.B. 49 as to the Centralized Administration and Collection of the Municipal Net Profit Tax provisions of Ohio Revised Code Chapter 718. This will include filing a lawsuit against the State of Ohio. Legal services related to our representation of you and the Joint Clients will include: representation through final trial court decision and any appeals, including ongoing communication and consultation with respect to all issues and facts involved in the matter; drafting of all pleadings, motions, briefs and other court filings; legal research; coordination of efforts with counsel for

municipalities in other similar lawsuits around the state; performing discovery in the case, if any; court appearances; participation in settlement discussions, if any; and preparing for court hearings or trial, if necessary.

Staffing

I will be the attorney at the Firm primarily responsible for the legal services to the Joint Clients. Brendan D. Healy, an associate at the Firm, will also be involved in providing the legal services. Other attorneys and paralegals in the Firm may also assist in order to competently and efficiently perform the legal services.

The Firm's attorneys may express opinions or beliefs concerning the events or various courses of action and results that might be anticipated. Those statements are an expression of opinion only based on information available to the Firm at the time and are not, and must not be construed to be, a promise or guaranty of any particular result.

It is important that you are satisfied with the Firm's services and responsiveness at all times. When questions or comments arise regarding the Firm's services, staffing, billing or other aspects of the representation, please contact me by email and/or at my direct dial number listed above. Any issues related to a bill should be raised immediately upon receipt of the bill for our services.

Fees, Disbursements and Other Charges

A clear understanding now of how our fees are determined can avoid any misunderstanding later. In preparing a bill, the Firm will take into account a number of factors, the principal factor being the schedule of hourly rates for the attorneys and legal assistants who serve you.

You understand and agree that RITA will pay, on your behalf, all legal fees, costs, charges or expenses related to this matter. The Firm's bill will be sent directly to RITA for review, approval and payment. Should any Joint Clients request copies of the Firm's billing statements related to its representation of the Joint Clients, the Firm shall provide this information.

Designation of RITA as Point-of-Contact and Administrator/Director

The "Joint Clients" have aligned interests regarding this matter and its outcome. You acknowledge and agree that it is necessary to designate a single party to serve as a point-of-contact with the Firm. Accordingly, you acknowledge and consent to RITA serving as the point-of-contact for you.

In addition, you acknowledge and consent to RITA serving as the director or administrator on your behalf regarding this matter. This means RITA will be directly involved in the coordination, development, and implementation of litigation strategy and will otherwise be

responsible for directing and controlling all aspects of this matter on your behalf, i.e., unless the Firm's representation of you is terminated as provided below.

Joint Clients' Responsibilities

In order for the Firm to provide quality legal services, representatives of the Joint Clients must keep the Firm reasonably informed of the progress and development of the matter, and respond to our inquiries in a timely manner. The Joint Clients must also fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise reasonably request in order to keep us apprised of developments relating to the matter.

We will keep you informed of the status of this matter as developments occur. This will include sending you copies of significant correspondence and documents that we prepare as well as copies of important letters and other documents which we may receive from others. Usually, you will have to take no action upon receipt of this information, but you should read it to be aware of what is taking place. We suggest that you maintain a file marked "Confidential/Attorney-Client Communications" in which to keep copies of the items we send you.

Shared Information

One of the necessary consequences of joint representation of multiple clients by a single lawyer or law firm is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communication between the firm and any or all of the Joint Clients relating to this matter will be treated as confidential and will not be disclosed outside Joint Clients without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that whatever relevant or material communications or information that we receive from any one or more Joint Clients concerning this matter will be shared with each of the Joint Clients as we consider appropriate. You further acknowledge and agree that in the event the Client is no longer represented by the Firm in this matter as the result of a conflict of interest or other cause, we may nevertheless use any confidential information we have concerning this matter adversely to you or to the advantage of those we continue to represent in any subsequent negotiation or proceeding relating to this matter.

Resolution of Conflicts

The Firm has not identified any conflicts of interest among the Joint Clients in regard to this Joint Representation. It is our understanding that you are not aware of any conflicts of interest between any of the Joint Clients on this Joint Representation, and you consent to this Joint Representation as provided in this letter.

In the event you become aware of any conflict of interest issue between any of the Joint Clients, you will notify us immediately so that the issue can be satisfactorily resolved. If a disagreement among the Joint Clients arises concerning the Joint Representation, we will attempt

to resolve the issue in a manner satisfactory to all the Joint Clients. If the matter cannot be resolved to the satisfaction of all Joint Clients, the Joint Clients authorize and consent to RITA resolving any disagreements or conflicts that may arise. Any Joint Client may withdraw from this litigation and retain, at their expense, separate legal counsel.

Termination of Representation

Any of the Joint Clients may withdraw from the joint representation at any time for any reason, upon written notice to the Firm. You acknowledge and agree, however, that: (i) you will be responsible for retaining and paying for separate legal representation, and (ii) we may continue to represent the other Joint Clients consistent with the other provisions of this letter, even if we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

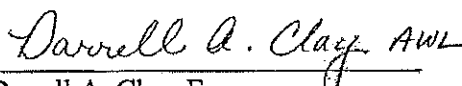
Unless previously terminated, the Firm's representation of you shall terminate within sixty (60) days upon final disposition of all litigation, including appeals, related to this matter. You are engaging the Firm to provide legal services to you solely described in the Scope of Services. Upon conclusion of your representation by the Firm, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you engage the Firm in writing to provide additional services to you on issues arising from or related to our representation after its conclusion, the Firm shall have no continuing obligation to advise you with respect to future legal developments related to the subject matter described by the Scope of Services.

File Retention and Destruction

The legal documents in this representation and the files within which they are contained are the property of the Client and will be delivered to the Client at the Client's written request. If the Client does not request the Client's files the Firm will deem the absence of that request as permission to destroy the files seven years after each separate matter the Firm has handled for the Client has concluded.

If the foregoing terms of our engagement are satisfactory, please indicate your consent by signing in the space provided for your signature below. Kindly return a signed copy of this Final Engagement Letter to by e-mail us at your earliest convenience. If you should have any questions or comments concerning this representation agreement, please do not hesitate to contact me. We look forward to working on your behalf.

Very truly yours,


Darrell A. Clay, Esq.

Gregory A. Huber
January 30, 2018
Page 5

AGREED AND APPROVED this _____ day of _____, 20____.

Client representative

EXHIBIT A

CITY OF ELYRIA, OHIO
131 Court Street
Elyria, OH 44035

CITY OF AVON, OHIO
36080 Chester Road
Avon, Ohio 44011

CITY OF AVON LAKE, OHIO
150 Avon Belden Road
Avon Lake, Ohio 44012

CITY OF BEACHWOOD, OHIO
25325 Fairmount Blvd.
Beachwood, Ohio 44122

CITY OF BRECKSVILLE, OHIO
9069 Brecksville Road
Brecksville, Ohio 44141

VILLAGE OF CHAGRIN FALLS, OHIO
21 West Washington Street
Chagrin Falls, Ohio 44022

CITY OF GARFIELD HEIGHTS, OHIO
5407 Turney Road
Garfield Heights, Ohio 44125

VILLAGE OF GLENWILLOW, OHIO
29555 Pettibone Road
Glenwillow, Ohio 44139

CITY OF HUDSON, OHIO
115 Executive Parkway, Suite 400
Hudson, Ohio 44236

CITY OF LYNDBURST, OHIO
5301 Mayfield Road
Lyndhurst, Ohio 44124

VILLAGE OF MORELAND HILLS, OHIO
4350 SOM Center Road
Moreland Hills, Ohio 44022

CITY OF NORTH RIDGEVILLE, OHIO
7307 Avon Belden Road
North Ridgeville, Ohio 44039

CITY OF NORTH ROYALTON, OHIO
14600 State Road
North Royalton, Ohio 44133

CITY OF OBERLIN, OHIO
85 South Main Street
Oberlin, Ohio 44074

VILLAGE OF ORANGE, OHIO
4600 Lander Road
Orange Village, Ohio 44022

CITY OF PEPPER PIKE, OHIO
28000 Shaker Boulevard
Pepper Pike, Ohio 44124

CITY OF RICHMOND HEIGHTS, OHIO
26789 Highland Road
Richmond Heights, Ohio 44143

CITY OF SHAKER HEIGHTS, OHIO
3400 Lee Road
Shaker Heights, Ohio 44120

CITY OF SHEFFIELD LAKE, OHIO
609 Harris Road
Sheffield Lake, Ohio 44054

CITY OF STREETSBORO, OHIO
9184 State Route 43
Streetsboro, Ohio 44241

CITY OF TALLMADGE, OHIO
46 North Avenue
Tallmadge, Ohio 44278

CITY OF STRONGSVILLE, OHIO
16099 Foltz Parkway
Strongsville, Ohio 44149

CITY OF VERMILLION, OHIO
5511 Liberty Avenue
Vermilion, Ohio 44089

CITY OF WESTLAKE, OHIO
27700 Hilliard Boulevard
Westlake, Ohio 44145

EXHIBIT A

CITY OF WILLOUGHBY, OHIO
1 Public Square
Willoughby, Ohio 44094.

CITY OF YOUNGSTOWN, OHIO
26 South Phelps Street
Youngstown, Ohio 44503

VILLAGE OF YELLOW SPRINGS, OHIO
100 Dayton Street
Yellow Springs, Ohio 45387