

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

April 23, 2018  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (April 9, 2018)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to a Liquor Agency Contract to Styx Acquisition LLC, 998 N. Court St. Unit 1, Medina Ohio.

**Liquor Permit:**

Not to object to the transfer of a C1, C2, D6, and D8 permit from Buehler Food Markets Inc. dba Buehlers, 998 N. Court St. Unit 1, to Styx Acquisition LLC, 998 N. Court St. Unit 1, Medina, Ohio.

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Ord. 71-18

An Ordinance authorizing the Mayor to enter into Amendment No. 10 to the Agreement with Delta Airport Consultants, Inc. to provide Construction Administration Services for the North-South Taxiway Reconstruction Project at the Medina Municipal Airport.

(emergency clause requested)

Ord. 72-18

An Ordinance authorizing the payment to Solid Ground Construction Inc. for the Private Home Rehabilitation at 3439 Grafton Road, Brunswick, Ohio as part of the PY16 CHIP Grant Program.

(emergency clause requested)

Res. 73-18

A Resolution authorizing the Mayor to enter into a Partnership Agreement with the City of Brunswick and to file an Application for grant assistance with the Ohio Development Services Agency for a PY18 Community Housing Impact and Preservation Program (CHIP) Grant, and updating the Policies and Procedures Manual.

(emergency clause requested)

Ord. 74-18

An Ordinance amending Ordinance No. 177-17, passed December 11, 2017. (Amendments to 2018 Budget)

Ord. 75-18

An Ordinance authorizing the expenditure of \$5,000.00 to the Medina County PAL Program to be used toward the purchase of two new Ford Transit Vans.

Ord. 76-18

An Ordinance amending Ordinance No. 17-18, passed February 12, 2018 authorizing the Mayor to enter into an Agreement with USI Insurance Services LLC for the City's Property and General Liability Insurance.

(emergency clause requested)

Res. 77-18

A Resolution amending Resolution No. 70-18, passed April 9, 2018, relative to the objection to the transfer of the liquor permit from Medina Steakhouse and Saloon to Recovery Center of Medina County, Serenite Restaurant, 538 West Liberty Street.

(emergency clause requested)

**Council comments.**

**Adjournment.**

## MEDINA CITY COUNCIL

Monday, April 9th, 2018

### **Opening:**

Medina City Council met in regular, open session on Monday, April 9th, 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 present B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, and M. Kolesar.

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

**Minutes:** Mr. Shields moved that the minutes from the regular meeting on March 26th, 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 yeas of L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, and B. Lamb.

### **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 had no report, stated there are a few items on the agenda that have to do with the Fire Department but did not go through Health and Safety.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb reported he held an informative meeting about the Comprehensive Plan.

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

Water & Utilities Committee: Ms. Parnell-Cavey had no report.

Emerging Technologies Committee: Mr. Rose had no report.

### **Requests for Council Action:**

#### **Finance Committee**

- 18-075-4/9 – Budget Amendments – Carryforward Adjustments
- 18-076-4/9 – Amend Ord. 33-18, Frontier Service Agreement – IT Dept.
- 18-077-4/9 – PY16 Private Home Rehab – 3439 Grafton Rd., Brunswick
- 18-078-4/9 – PY18 CHIP Grant Application
- 18-079-4/9 – PY18 CHIP Grant Partnership Agreement
- 18-080-4/9 – Donation to Medina County PAL Program – Police Dept.
- 18-081-4/9 – Amend Ord. 17-18, Increase Expenditure – USI Insurance
- 18-082-4/9 – Expenditure Over \$15,000 – Residex Turfgrass – Parks
- 18-083-4/9 – Authorize Installation of Natural Gas Service – Municipal Airport
- 18-084-4/9 – Amend Ord. 177-17 (2018 Budget) re: Control of Appropriations

**Reports of Municipal Officers:**

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

- 1) City of Medina is being showcased in the March/April Cities and Villages Magazine from the Ohio Municipal League. The digital version is posted at [www.omloho.org](http://www.omloho.org); go to Cities and Villages tab; then current version. Historic Common Pleas Courthouse is on the cover and article with pictures is about 6 full pages. Thanks to Economic Development Director Kimberly Marshall and Barbara Dzur, Marketing Director for the city's Economic Development Dept. for providing article and photos for this feature. I was interviewed by Executive Director of the Ohio Municipal League Ken Scarrett on February 1<sup>st</sup>, 2018, and he recommended we share the positive ED programs and efforts of the City of Medina to the rest of the state and suggested aforementioned article and photos.
- 2) Cleveland.com did an article on "most beautiful places" in each county in OH; our Gazebo at Christmas was selected!
- 3) Bicentennial events:
  - a. Sunday, April 15th, 4:00 p.m. at Miss Molly's Tea Room. Mystery Women in Medina's History Historical vignettes. Heavy hors d'oeuvres, desserts, wine, beer, tea and coffee. Tickets: \$25.00 available at Miss Molly's. Seating is limited to 150.
  - b. Bicentennial Website- [www.medina200.com](http://www.medina200.com)
- 4) National Day of Prayer events Thursday, May 3rd
  - a. Williams On the Lake Breakfast 7 a.m.; \$15 tickets - Mayor's office
  - b. Noon Prayer service with students from St. Francis
  - c. United Church of Christ Congregational, 7 p.m., 217 East Liberty St.

**Keith Dirham, Finance Director,** stated the representatives from RITA were at the Rec Center on Saturday and he was with them helping over 200 tax payers with their RITA forms.

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

**Chief Kinney, Police Chief,** reported the vehicles that were approved in December 2017 have been equipped and are now on the road being used. Our K-9 Nero is going for his certification testing tomorrow and if all goes well, he will be on the road, certified and working on Wednesday.

**Kimberly Marshall, Economic Development Director,** reported on Friday, April 20<sup>th</sup> there are 6 events planned starting at 11 a.m. Grand Opening-Ribbon Cutting for Diner42, 665 Lafayette Rd., 1 p.m. Sandridge Food Corp. 16,000 sq. ft. expansion project, 133 Commerce Dr., 2 p.m. at Sully's for 10 year anniversary celebration, 117 W. Liberty St., 3 p.m. at Siedel's Barber Shop - Grand Opening, 982 N. Court St., 4 p.m. Medina 911 Memorial Ground Breaking Ceremony at Fire Station One on Reagan Pkwy., 5 p.m. (tentative) 17 Public Square Restaurant and Bar Grand Opening.

Medina City Council  
April 9th, 2018

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

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

**Mike Wright, Recreation Center Director**, stated the new Spring/Summer brochure is now available online and will also be inserted in the Post Newspaper this Saturday, and hard copies will be available for pick up at the Rec Center on Sunday. The Early Bird 10% off sale for the Memorial Outdoor Pool memberships starts this Sunday April 15<sup>th</sup> and runs through April 30<sup>th</sup> and you can purchase those at the Rec Center. The next Rec Advisory Board meeting is Thursday, April 19<sup>th</sup> at 7:30 a.m. at the Rec Center.

**Jansen Wehrley, Parks and Recreation Director**, reported next weekend the Medina HS Girls Softball team and the Medina Girls Softball Association will be hosting a Strike-Out for Cancer event at Fred Greenwood Park on Saturday.

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

**Patrick Patton, City Engineer**, Absent.

**Nino Piccoli, Service Director**, reported East Smith Rd. is closed between South Broadway and South Court St. and is scheduled to stay like that until the end of April. Harding Road will remain closed for 30 days. Highland Drive will be closed on Monday, April 16<sup>th</sup> and is also scheduled for 30 days.

**Notices, Communications and Petitions:**

There are none.

**Unfinished Business:**

There are none.

**Introduction of Visitors:**

Greg Francis resides at 651 Sturbridge Unit #1. He is here to speak about Ordinance 68-18, a proposed change from R-4 residential to SPD-3 Special Planning District at 1011 Wadsworth Rd. He is opposed to the storage units, feels it will negatively impact the property values directly in that vicinity. It will set bad precedence.

Tammy Kirby resides at 246 W. Friendship St. objects to building deck at 132 N. Huntington. She spoke of the Water Tower 5K come volunteer and help them out.

Theresa resides at 755 Victoria Circle came to oppose Ordinance 68-18. Concerned about property values and traffic - doesn't want it in her neighborhood.

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

**Ord. 059-18**

**An Ordinance amending Ordinance No. 177-17, passed December 11, 2017. (Amendments to 2018 Budget-Carryforward Adjustments)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 059-18, seconded by Mr. Simpson. Mr. Dirham stated these are transfers or appropriations between lines. The roll was called and Ordinance/Resolution No. 059-18 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, B. Lamb, and L. Parnell-Cavey.

**Ord. 060-18**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the construction of a new Columbarium Wall at Spring Grove Cemetery.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 060-18, seconded by Mr. Simpson. Mr. Wehrley states this is to bid and award the construction of the second columbarium wall and the estimated cost for construction is \$60,000.00 Jansen feels they are in dire need of more niche space at Spring Grove. The roll was called and Ordinance/Resolution No. 060-18 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, and P. Rose.

**Ord. 061-18**

**An Ordinance amending Section 141.01 (b) and (c) of the codified ordinances of the City of Medina, Ohio relative to the advertising and awarding of contracts, Board of Control.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 061-18, seconded by Mr. Simpson. Mayor Hanwell stated this is to increase the financial threshold for Board of Control from \$1,000.00 to \$1,500.00. This minor change will permit more effective and efficient processing of expenditures for each of the city departments, as well as finances handling of same or expeditiously. The roll was called and Ordinance/Resolution No. 061-18 passed by the yea votes of D. Simpson, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, and J. Shields.

**Ord. 062-18**

**An Ordinance authorizing the purchase of one (1) 2018 Ford F150 4x4 Crew Cab Pickup Truck form Liberty Ford for the Fire Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 062-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 062-18, seconded by Mr. Simpson. Chief Painter reported this vehicle will be replacing a 2008 Ford Excursion which was on schedule for replacement and funds were approved. Requesting the emergency clause because dealers are anticipating a cost increase this month. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 062-18 passed by the yea votes of J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, and D. Simpson.

**Res. 063-18**

**A Resolution authorizing an Agreement for grant assistance from the State of Ohio, Ohio Facilities Construction Commission, relative to the Cultural Facilities Community Grant Program for various Medina Town Square Improvement Projects.** Mr. Shields moved for the

adoption of Ordinance/Resolution No. 063-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 063-18, seconded by Mr. Simpson. Mrs. Marshall stated this will authorize the city to move forward with the State of Ohio FY2019 - 2020 grant application in the amount of \$250,000 to the Ohio Facilities Construction Commission for various Medina Town Square improvements. They are looking at applying for the following projects, Historic District Fire Engine House Museum renovations, lighting and landscape lighting enhancements for Bicentennial Commons, Historic District crosswalk safety improvements, and possibly additional replacement of Historic District lamp posts. Emergency is requested so they can submit their application as soon as possible to get these projects into the queue. The roll was called on adding the emergency clause and was approved by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 063-18 passed by the yea votes of B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, and M. Kolesar.

**Ord. 064-18**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2018 Concrete Street Repair Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 064-18, seconded by Mr. Simpson. Nino Piccoli stated this is an annual project to repair slab sections of concrete pavement in various areas of the city. Engineer Department is requesting \$375,000 for this year's project. \$350,000 will come from the 108 Fund and remaining balance of \$25,000 will be provided by the Water Fund and that is to repair pavement damaged as a result of water breaks through the year. The roll was called and Ordinance/Resolution No. 064-18 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, B. Lamb, and L. Parnell-Cavey.

**Ord. 065-18**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2018 Concrete Pavement Joint Sealing Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 065-18, seconded by Mr. Simpson. Nino stated this is the city's annual maintenance project for concrete pavement, periodic joint sealing preserves pavement and extends its useful life. The roll was called and Ordinance/Resolution No. 065-18 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, and P. Rose.

**Ord. 066-18**

**An Ordinance authorizing the Mayor to execute a Release and Discharge of Easement for Signal Purposes for TRC Medina Shopping Center Investors Ltd.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 066-18, seconded by Mr. Simpson. Nino reported in 2006, the Medina Shopping Center donated an easement to the City of Medina to allow the City to install traffic signal equipment on their property at the main entrance. With the construction on US 42 Project, the main entrance for the shopping center has been moved away from this easement area and as a result the signal easement is no longer necessary. ODOT previously acquired the right-of-way at the location of the new entrance in order to accommodate the new traffic signal equipment. The roll was called and Ordinance/Resolution No. 066-18 passed by the yea votes of D. Simpson, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, and J. Shields.

**Res. 067-18**

**A Resolution supporting the City of Medina partnering with Montville Township and Medina Township to apply for a grant by the Ohio Auditor of State for a Shared Service Feasibility Study to study the feasibility of establishing a Joint Fire District.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 067-18, seconded by Mr. Simpson. Mayor Hanwell reported he and Mr. Kolesar represent the City on the Fire District Committee currently, and there are also representatives from Montville and Medina Townships, and we all are applying to the Auditor of the State for a free assessment and analysis of our fire equipment, staffing, fire district, as well as the locations of our fire stations. It is a competitive grant, there's no charge if we are awarded. The roll was called and Ordinance/Resolution No. 067-18 passed by the yea votes of J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, and D. Simpson.

**Ord. 068-18**

**An Ordinance rezoning Parcel No. 028-19D-09-087 located at 1011 Wadsworth Road from R-4, Multi-Family Residential to SPD-3, Special Planning District.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 068-18, seconded by Mr. Simpson. Mr. Mendel stated the Planning Commission reviewed and recommended denial to City Council for the legislative process. Planning Commission stated it didn't meet findings in 1114.04 of the Zoning Code. It had a public hearing on March 26<sup>th</sup> and now is hear for ordinance. Mark Kolesar stated he doesn't feel this commercial use here is adequate for a strictly residential area, and he asks that Council votes this down. Mr. Lamb stated he previously spoke in favor of it, but understands the semi kind of sanctity of where you live, because you are there and that is your investment and we need to do the right thing with regard to neighborhoods and he will also vote no. The roll was called and Ordinance/Resolution No. 068-18 FAILED by the nay votes of M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, D. Simpson, and J. Coyne. Jim Shields cast a yea vote.

**Ord. 069-18**

**An Ordinance amending Ordinance No. 33-18, passed February 26, 2018, relative to the Frontier Services Agreement with Frontier Communications.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 033-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 033-18, seconded by Mr. Simpson. Mr. Dirham stated the emergency clause is needed due to a temporary promotion that saves us this money on this 3 year contract saving us \$262.00 a month. The roll was called on adding the emergency clause and was approved by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 033-18 passed by the yea votes of B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, D. Simpson, J. Coyne, and M. Kolesar.

**Res. 070-18**

**A Resolution objecting to the Liquor Permit Transfer from Medina Steakhouse Inc. dba Medina Steakhouse and Saloon & Porch & Patio to Recovery Center of Medina County, Serenite Restaurant & Porch & Patio, 538 West Liberty Street.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 070-18, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 070-18, seconded by Mr. Simpson.



Mr. Huber explained Council voted at the last meeting with the majority to object. If there is to be an objection, we have to pass a resolution stating the grounds for objection and that resolution has to be sent down to the State of Ohio Liquor Board by no later than April 19<sup>th</sup> 2018 and if you are going to object you have to pass it today. Mr. Coyne feels it is important that at the next Council meeting, we have a meeting or Special Council meeting just to get more clarification on the facts related to the operations located at Serenite, more and more information is coming out that we did not have before that is important that the public understand and be privy to. Mr. Simpson stated he will be voting no. The main reason being the Recovery Center is so important – the major problem has been heroin, cocaine and methamphetamines where people may only try it one time and did not survive. A grant that the courts obtained will probably only last approximately three years, maybe even less. To sustain that program continuing, he would hope that the Serenite Restaurant, although they will be serving alcohol, will be successful and be able to sustain the recovery effort for these individuals that are in desperate need. Mr. Lamb stated he voted to deny the permit at the last Council meeting, but he had an opportunity over the weekend to go to a recovery program at the UCC Church in Medina for a community dinner and talked to the Director of the Recovery Center, where it became clear to him that there is more of a separation than he understood there to be. Mr. Kolesar will be voting to object the permit transfer like he did before. He still believes in less temptation and feels alcohol is not the right choice. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, J. Coyne, M. Kolesar, L. Parnell-Cavey, and P. Rose. B. Lamb and D. Simpson cast a nay vote. The roll was called and Ordinance/Resolution No. 070-18 passed by the yea votes of P. Rose, J. Shields, J. Coyne, M. Kolesar, and L. Parnell-Cavey. B. Lamb and D. Simpson cast a nay vote.

**Council Comments:**

Mr. Kolesar announced Earth Day on April 22, 2018. The Medina County Park District is having an Earth Day Festival on Saturday, April 21<sup>st</sup> 10 a.m. – 4 p.m. at Buffalo Creek Retreat, 870 Hubbard Valley Rd. in Seville. On April 28<sup>th</sup> the public can meet at 9 a.m. at Fire Station #1, 300 W. Reagan Parkway. They will be planting trees on Reagan Parkway.

Mr. Simpson thanked Mr. Kolesar for his continued work with Earth Day and throughout the year. Dennie asked with our current political environment, not locally but nationally, to just be kind to one another. Thanked Judges Kimbler and Collier for efforts with Drug Court in Medina County.

Mr. Rose spoke of how he blasted Senator Larry Obhoff and several members of the Ohio Senate for approving the cell tower bill, allowing them to place cell towers wherever they pleased. Mr. Obhoff has stated right now there is a bill to limit those controls the cell tower companies have, and they have to work with the cities on their placement. Paul wished his wife a Happy Birthday.

Mrs. Parnell-Cavey stated she is the Vice President for Faith in Action, and announced they are having their annual What Women Want Event on April 12<sup>th</sup>. The funds raised will go towards transportation for the elderly in Medina County. It is a great fundraiser. Ladies Night Out is happening on the Square on the same day starting at 6 p.m. Castle Noel is having Santa Day on May 12<sup>th</sup> so be on the lookout for Santa's on that day!

Mr. Coyne reminded everyone that next Tuesday is Tax Day. John also stated that their first Budget

Medina City Council  
April 9th, 2018

Meeting will be on Wednesday, April 18, 2018 at 5:30 p.m.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:17 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

NOTICE TO LEGISLATIVE AUTHORITY  
AGENCY APPLICATION

OHIO DIVISION OF LIQUOR CONTROL  
6806 TUSSING ROAD  
P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005

TO

86538890060		TYPE		STYX ACQUISITION LLC 998 N COURT ST UNIT 1 MEDINA OHIO 44256	
PERMIT NUMBER					
ISSUE DATE					
FILING DATE					
LIQUOR AGENCY CONTRACT					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			

AGENCY 00983

- ☐ YOU ARE RECEIVING ONLY ONE NOTICE FOR THIS LOCATION AS THIS IS A LIQUOR AGENCY ONLY APPLICATION.
- ☒ YOU ARE RECEIVING TWO SEPARATE NOTICES FOR THIS LOCATION. THIS NOTICE IS FOR A LIQUOR AGENCY AND A SECOND NOTICE FOR A CARRY OUT LIQUOR LICENSE. ORC 4301.17(B) AND 4303.26 REQUIRES YOU BE NOTIFIED SEPARATELY FOR EACH TYPE OF APPLICATION.



MAILED 04/09/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/10/2018

**IMPORTANT NOTICE**

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

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature) \_\_\_\_\_

(Title) - ☐ Clerk of County Commissioner

(Date) \_\_\_\_\_

☐ Clerk of City Council

☐ Township Fiscal Officer

YOU MAY FAX YOUR REPLY TO 614-644-2480

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

NOTICE TO LEGISLATIVE  
AUTHORITY

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

TO

86538890060		TRFO	STYX ACQUISITION LLC
PERMIT NUMBER		TYPE	998 N COURT ST UNIT 1
10	01	2017	MEDINA OHIO 44256
ISSUE DATE			
12	22	2017	
FILING DATE			
C1	C2	D6 D8	
PERMIT CLASSES			
52	077	C	F19652
TAX DISTRICT		RECEIPT NO.	

FROM 04/10/2018

AGENCY 983

10851620110			BUEHLER FOOD MARKETS INC
PERMIT NUMBER		TYPE	DBA BUEHLERS
10	01	2017	998 N COURT ST UNIT 1
ISSUE DATE			MEDINA OHIO 44256
12	22	2017	
FILING DATE			
C1	C2	D6 D8	
PERMIT CLASSES			
52	077		
TAX DISTRICT		RECEIPT NO.	



MAILED 04/10/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/11/2018

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**C TRFO 8653889-0060**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

**ORDINANCE NO. 71-18**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 10 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE NORTH-SOUTH TAXIWAY RECONSTRUCTION PROJECT AT THE MEDINA MUNICIPAL AIRPORT, 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 Amendment No. 10 to the Agreement with Delta Airport Consultants, Inc. to authorize them to provide Construction Administration Services for the North-South Taxiway Reconstruction at Medina Municipal Airport.
- SEC. 2:** That that a copy of Amendment No. 10 is marked Exhibit A, attached hereto and incorporated herein.
- 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 the funds to cover this amendment, in the estimated amount of \$93,500.00 are available in Account No. 547-0670-52224.
- 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 to re-bid this project as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

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

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

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

TASK ORDER NO. 10 (\*Revised)  
PROFESSIONAL SERVICES AGREEMENT



**DELTA AIRPORT  
CONSULTANTS, INC.**

ORD 71-18  
EXH-A

PROJECT: Reconstruct North-South Taxiway CA Services

AIRPORT: Medina Municipal Airport (1G5)

DELTA PROJECT NO.: 15108

DATE OF ISSUANCE: April 3, 2018

ATTACHMENTS: 1) Scope of Services

METHOD OF PAYMENT: \*Unit Price Plus Fixed Fee  
\*Reimbursables - Unit Price

TASK ORDER AMOUNT: \$ 93,500

CONTRACT TIME: 45 Calendar Days /Construction Contract Time

TASK DESCRIPTION:

- Construction Engineering/Administration (CA) Services
- Construction Oversight (RPR) Services
- Construction Quality Acceptance (QA) Testing Services

*The original Agreement for Professional Services between the City of Medina(OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Medina Municipal Airport dated July 15, 2008, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.*

**ACCEPTED:**

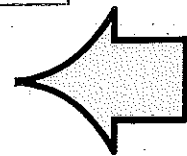
by: \_\_\_\_\_

Kenneth W. Moody, P.E., C.M.  
Vice President  
Delta Airport Consultants, Inc.  
20545 Center Ridge Road #450  
Cleveland, OH 44116

**APPROVED:**

by: \_\_\_\_\_

Dennis Hanwell  
Mayor  
City of Medina  
132 N. Elmwood Ave.  
Medina, OH 44256



ATTACHMENT 1  
SCOPE OF SERVICES



**DELTA AIRPORT  
CONSULTANTS, INC.**

Reconstruct North-South Taxiway CA Services  
Medina Municipal Airport (1G5)  
Delta Project No. 15108

April 3, 2018

PHASE	DETAILED TASKS
CONSTRUCTION CA and QA Services	Scope of Services and Contract Grant Applications Grant Funding Assistance Owner Coordination Coordinate Subconsultants Project Correspondence Preconstruction Meeting Shop Drawing Review Construction Engineering/Administration Site Visits Punchlist Inspection Final Inspection Record Drawings Final Project Report Reimbursement Requests
RESIDENT PROJECT REPRESENTATIVE (RPR)	Construction Oversight (RPR) Services - 30 calendar days

ITEMS NOT INCLUDED IN SCOPE: 1) As-Built survey and ALP update for as-built conditions are not included.



**ATTACHMENT 2  
2018 RATE SCHEDULE**



Delta Airport Consultants, Inc.  
Date: May 18, 2017

<u>Item</u>	<u>2018</u>
<b>Work Hours Billing Rates (with overhead)</b>	
Principal	\$240
Project Manager/Registered Professional	\$209
Design Professional (Engineer/Planner)	\$132
Project Production/Administration.	\$107
Clerical	\$46
Field Representative	\$98
<b>Direct Nonsalary Expenses</b>	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid Advertisement	Direct
Meals, Lodging, etc. (short term)	Direct
Miscellaneous	Direct
<b>Subcontracted Services</b>	Direct
<b>Delta Profit</b>	Fixed Fee

**Notes:**

1. Billing rates for future years will be increased by 3% annually.
2. Billing rates based on estimated 2018 salaries (i.e.: 2017 salaries plus 3% inflation).
3. Work hour rates include labor overhead, general & administrative overhead per  
FAA AC 150/5100-14E, paragraph 4-10

**ORDINANCE NO. 72-18**

**AN ORDINANCE AUTHORIZING THE PAYMENT TO SOLID GROUND CONSTRUCTION INC. FOR THE PRIVATE HOME REHABILITATION AT 3439 GRAFTON ROAD, BRUNSWICK, OHIO AS PART OF THE PY16 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the payment of \$40,000.00 is hereby authorized to Solid Ground Construction Inc. for the private home rehabilitation at 3439 Grafton Road, Brunswick, Ohio as part of the PY16 CHIP Grant Program, Activity #AC-16-06.
- SEC. 2:** That the funds to cover this payment in the amount of \$40,000.00 are available in Account No. 139-0456-52215.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
**Clerk of Council**

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

**CITY OF MEDINA**  
**IN PARTNERSHIP WITH CITY OF BRUNSWICK**  
**132 N. ELMWOOD AVE.**  
**MEDINA, OH 44258**  
**PY2016**

ORD 50-18

**CONTRACT**  
**FOR**  
**REHABILITATION CONSTRUCTION**  
**And**  
**LEAD ABATEMENT**  
**BETWEEN**

Elizabeth M Poland, File No. B-13/13H  
OWNER

3439 Grafton Road, Brunswick, OH 44212  
ADDRESS

(330) 225-2767  
TELEPHONE

**AND**

Solid Ground Construction Inc.  
CONTRACTOR

P. O. Box 45408, Westlake, OH 44145  
ADDRESS

(440) 333-7766  
TELEPHONE

March 23, 2018  
DATE

The following Contract contains the Agreement, Work Write-up Drawings (if applicable) from the Bid and Proposal, the Specifications, General Conditions, and Supplemental Conditions which the undersigned hereby acknowledge he/she/they do fully understand as the work to be performed.

For the considerations named herein, the Contractor proposes to furnish all the material and do all the work described in, and in accordance with, the Contract identified in the work write-up and General Conditions.

For the Sum of Thirty Eight Thousand Nine Hundred Thirty Five Dollars and No Cents  
\$38,935.00

Alternate #1.....\$

Alternate #2.....\$

TOTAL \$38,935.00

Rehab Address: 3439 Grafton Road

Brunswick, OH 44212


Contract Number; B-13/15H

ACCEPTANCE OF:

CONTRACTOR

Solid Ground Construction Inc.

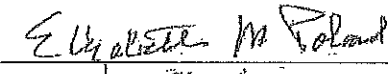
  
Signature

  
Witness

P. O. Box 45408  
Westlake, OH 44145

OWNER (S)

Elizabeth M Poland

  
Signature

  
Signature

Witness

3439 Grafton Road  
Brunswick, OH 44212

March 23, 2018  
Date

**RESOLUTION NO. 73-18**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK, TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY18 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT, AND TO ACCEPT THE UPDATED POLICIES AND PROCEDURES MANUAL, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The State of Ohio, Development Services Agency, Office of Community Development has established the PY18 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

**WHEREAS:** The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2018 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick; and

**WHEREAS:** It is estimated that the total amount of eligible funding for each City is \$350,000.00 making the total grant request \$700,000.00.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance from the Ohio Development Services Agency for a PY2018 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

**SEC. 2:** The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

1. Private Owner Rehabilitation approximately **\$373,000**. Approximately **(9)** housing structures in the Cities of Medina and Brunswick will receive housing rehabilitation assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible properties must be located in the City of Medina or City of Brunswick. All loans will be made at a 0% interest, partially forgivable with payback deferred until the owner transfers interest in the property. Funding Source – HOME Funds.
2. Home Repair Assistance approximately **\$210,000**. Approximately **(15)** housing structures in the Cities of Medina and Brunswick will receive home repair assistance. Qualifying homeowners will be the owners of single-family, owner

- occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.
3. Tenant Based Rental Assistance approximately **\$33,000**. Approximately (15) families will receive Tenant Based Rental Assistance for first month's rent, security deposit and utility deposit in the City of Medina or City of Brunswick. The Assistance will be in the form of a grant. Funding Source – HOME funds.
  4. Administration approximately **\$82,000**. Administration is requested to reimburse the Community for staff time dedicated to CHIP projects. The funds could also be used to retain program consultants for the grant period. Funding Source – CDBG and HOME Funds
  5. Fair Housing approximately **\$2,000**. Funding Source – CDBG Funds.

**SEC. 3:** That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with CT Consultants, Inc. and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

**SEC. 4:** That a copy of the Partnership Agreement with the City of Brunswick is marked Exhibit A, attached hereto, and incorporated herein.

**SEC. 5:** That a copy of the Agreement with Ohio Regional Development Corporation is marked Exhibit B, attached hereto, and incorporated herein.

**SEC. 6:** That a copy of the updated Policies and Procedures Manual is marked Exhibit C, attached hereto, and incorporated herein.

**SEC. 7:** 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. 8:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

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

*Res. 73-18 BRH, A*

PY 18 COMMUNITY HOUSING IMPACT AND PRESERVATION  
PROGRAM (CHIP)  
PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and  
Between the City of Medina and City of Brunswick (collectively referred to herein as the  
"Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community  
Development has established through the Program Year ("PY") 2018 Community Housing  
Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a  
partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement  
increases the maximum potential funding for each Partner by an additional \$100,000 in excess  
of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the  
potential total grant award will be \$700,000; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the  
collective application has the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

- 1) The Partners hereby designate the City of Medina as the grantee for the 2018  
CHIP Partnership Application (the "Grantee");

2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME, and OHTF, if awarded.

3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2018 Community Housing Impact and Preservation Grant, if funded.

4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2018 CHIP Partnership Application, including the Housing Needs Assessment, selection of eligible project activities, and administering and implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations.

1. On December 31, 2015 the Ohio Development Services Agency Office of Community Development issued Policy Number 15-03 which in part requires a separate written agreement for all HOME funded activities. Each HOME written agreement must be signed by the person receiving assistance and the grantee.

In compliance with OCD Program Policy Notice OCD 15-03, the partners agree that the Mayor for the City of Medina, the grantee, is authorized to sign HOME Written Agreements with applicants within their jurisdiction.

The Partners agree that the City of Medina (grantee) will maintain all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Medina will enter into an agreement with a consultant to assist in the application, administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of the consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick as a partner hereby agrees to the following responsibilities with respect to the activity funds targets and completed within its jurisdiction:

1. Marketing of the CHIP Activities;
2. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
3. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement, if applicable, to the City of Medina; and



7) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The amount of funding ultimately spent within each Partner jurisdiction will be determined by the eligible applications received.

8) The City of Medina will provide the original mortgages to the respective partner at the conclusion of the grant.

9) The City of Brunswick agrees to the following selection criteria:

- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
- Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
- TBRA applications will comply with the local housing authority selection process.

10) The City of Brunswick agrees to elect to choose the following finance mechanism:

- Owner-occupied Home Repair will be a grant.
- Tenant-Based Rental Assistance will be a grant.
- Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.

11) This Partnership Agreement will take effect and be in force from the date of full execution and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.

12) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.

13) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet about 30 days prior to each milestone identified on the CHIP Program Activity Milestone Chart, in an agreed upon venue (conference call or on site) to review the progress of the PY2018 grant.

14) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

15) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

16) The Partners are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

17) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

18) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

19) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is \_\_\_\_\_ up to and including December 31, \_\_\_\_\_.

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA

CITY OF BRUNSWICK

\_\_\_\_\_  
Mayor Dennis Hanwell

\_\_\_\_\_  
Brunswick City Manager Carl DeForest

Exhibit A

Grantee: City of Medina Partner(s): City of Brunswick

Administrative Consultant: Ohio Regional Development Corporation

The City of Medina and the City of Brunswick are partnering together for the Program Year 2018 Community Housing Impact and Preservation (CHIP) Program to improve and protect the supply of sound, serviceable, and affordable owner and renter occupied housing stock in The Cities of Medina and Brunswick. The service area will be The City of Medina and the City of Brunswick. Ohio Regional Development Corporation (ORDC) will be the administrative consultant for all partners. ORDC's Housing Specialist will administer the daily grant duties while the President and Grants Director will provide the oversight.

**Grant Fund Distribution:**

The City of Medina is applying for a **grand total of \$700,000** with the following breakdown of activities:

Rehabilitation Assistance- Owner Rehabilitation	\$ 373,000, 9 units
Repair Assistance- Owner Home Repair	\$ 210,000, 15 units
Tenant-Based Rental Assistance	\$ 33,000, 6 units
Administration	\$ 82,000
Fair Housing	\$ 2,000

Funds are being applied for and budgeted in this partnership using the State of Ohio, Development Services Agency methodology. This grant budget is \$350,000 for the City of Medina (Grantee Partnering City within County with population above 15,000), and \$350,000 for the City of Brunswick (Partnering City within County with population above 15,000), for a grant total of \$700,000. The budget breakdown is as follows:

*Please Note: In no instance will the State of Ohio's Maximum amount of assistance be exceeded for any activity. As the Grant nears completion, it is probable there will be available funds remaining in each Partner's Budget, for Rehab and Repair Assistance, at that time, those remaining funds will be compiled and committed to the next available, eligible project in the Partnership.*

**City of Medina: \$350,000**

Rehabilitation Assistance- Owner Rehabilitation	\$186,500, 4 units
Repair Assistance- Owner Home Repair	\$105,000, 8 units
Tenant Based Rental Assistance	\$ 16,500, 3 units
Administration	\$ 41,000
Fair Housing	\$ 1,000

**City of Brunswick: \$350,000**

Rehabilitation Assistance- Owner Rehabilitation	\$ 186,500, 5 units
Repair Assistance- Owner Home Repair	\$ 105,000, 7 units
Tenant Based Rental Assistance	\$ 16,500, 3 units
Administration	\$ 41,000
Fair Housing	\$ 1,000

**Re-Structure of Funds:** The City of Medina/City of Brunswick Partnership is focused and committed to meeting the State's new Milestone deadlines. Therefore, the proceeding budget details the plan of implementation. However, if funds must be "moved" between Partners to assure the Medina/Brunswick Partnership CHIP Grant meets those deadlines, those changes will be made. Regular progress assessments will be made of each of the partner's funds with State's mandatory Milestones. If necessary, "re-organization" of uncommitted funds will take place to meet mandatory milestones. Uncommitted funds will be committed by whichever partner can utilize them immediately to complete the work by the PY 2018 grant milestones and deadlines. The ultimate goal of the Partnership is to assist residents of Medina and Brunswick with making their homes decent, safe, serviceable and affordable while assuring all regulations and milestones are met.

**Progress Assessment:** To assure all partners meet their projected outcomes and budgeted grant funds, reports will be completed and provided to all the partners by the administrator on a monthly basis. This will promote regular oversight by all parties, as well as present the status of funds and the progress of each partner. The method will ensure projected outcomes will be achieved and budgeted funds will be expended.

**Checks and Balances:** Monthly progress reports will be used for Checks and Balances. By providing monthly progress reports, it will allow all Partners to be aware of the progress, commitments and any re-organization of funds, if necessary. Nonetheless, the partnership is not concerned about partners meeting their budgets and goals. The City of Medina has completed many CHIP grants within State deadlines in the past, as has the City of Brunswick. The Cities of Medina and Brunswick partnered for the PY 2016 CHIP grant and are excited to partner again. This Partnership will be a team effort to assure a successful completion of the PY-16 CHIP grant and to serve the citizens of the Cities of Medina and Brunswick.

Res. 73-18  
Exh. B

**Contract for Administrative Services for  
PY2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM  
Between CITY OF MEDINA and Ohio Regional Development Corporation**

**THIS AGREEMENT**, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

**WHEREAS**, the Grantee, is applying for PY 2018 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD) for the purpose of addressing local housing needs;

**WHEREAS**, Grantee and Consultant understand this agreement is contingent on PY 2018 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

**WHEREAS**, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, and those services are detailed in this contract for administrative services;

**WHEREAS**, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

**I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:**

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

- A. Grant Application Preparation & Release:**
- Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
  - Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
  - Prepare a complete CHIP application for City of Medina to be submitted to the ODOD/OCD by May 4, 2018. In addition, have the application submitted to the City of Medina Commissioner's Office prior to the deadline for review and approval.
  - Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
  - Prepare any necessary Policy Manual Update.

- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

**B. Client Application Intake, including Fair Housing:**

- Develop an application process to solicit potential participants
- Assess their qualifications, their need, and their suitability to participate in the program.
- Assure compliance with all grant regulations.
- Establish a system to certify contractors to work in the Program.
- Conduct housing counseling sessions with participants.
- Conduct Fair Housing training sessions with participants.

**C. Recordkeeping and Closeout:**

- The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- Maintain all records for four years following the completion of the grant.
- The Consultant shall administer the Grantee's Housing Revolving Loan Fund in accordance with all Housing Revolving Loan fund regulations.
- Shall Provide, as needed, a written report detailing the status of the Grantee's projects.
- Complete all reports required by OCD.
- The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- Handle subordination requests, and make a recommendation to the Grantee
- Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

**D. Rehabilitation Inspection Services:**

- Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a "walk-through" of the projects with selected contractors.
- Provide the City's Housing staff and officials with written specifications and cost estimates for projects
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the "lowest and best" bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- Inform the City of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the City retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- Approve all contractor requests for payment and approve change orders
- Provide the City with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- Be available for telephone consultation at appropriate and convenient times.

- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and City staff to provide documentation/information for dispute resolution, if needed.
- Provide City staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

#### **E. FAIR HOUSING PROGRAM**

The expected product of the City's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the City's representative on all matters related to fair housing efforts as directed by the City; Sandy Davis shall serve as the City's Fair Housing Coordinator who will receive complaints and forward them to ORDC who will coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the City.
- Coordinate, conduct and prepare documentation of required training sessions.

#### **F. Public Liability Insurance**

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

## **II. ACTIONS BY THE GRANTEE**

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing the PY2018 CHIP grant, as well as Revolving Loan Funds (RLFs) used in the CHIP Program. This exclusive right does not include any other grants that the City or other local agencies are currently applying for, or may apply for, in relation to their current programs.

### III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

Application Submission Deadline: May 4, 2018 by 11:59pm

Grant Award: September 1, 2018

Grant Work Completion Date: October 31, 2020

Final Draw Submission Date: November 30, 2020

All Funds expended: December 31, 2020.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

### IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

#### ADMINISTRATION: 12% of the grant charged per line item

The City of Medina will be eligible to apply for \$700,000 for PY 2018 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration would be \$74,000 of the available administration dollars. This would allow the City of Medina \$10,000.00 for administration costs.

#### **CITY OF MEDINA            \$10,000**

- **Program Administration:** The administration dollars of \$10,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of Preparing Purchase Orders and providing office expenses, etc.)

#### **OHIO REGIONAL DEVELOPMENT CORPORATION            \$74,000**

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$52,000 (approximately 7.4%) would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$2,000. This cost covers compliance for the entire grant period.

The Project Administration amount is computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$95.00



However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
  - Creating and managing general program files/databases,
  - developing program policies, procedures and forms,
  - preparing program reports and written notices to occupants,
  - supervising staff with administrative duties,
  - managing agreements or third-party contracts to administer the CHIP Program,
  - counseling/referring program participants,
  - marketing programs,
  - monitoring and evaluating program performance,
  - mileage,
  - postage and
  - copies

#### **SOFT COSTS (FKA IMPLEMENTATION)**

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost

Home Repair Project (Owner & Rental) = 22% of Project Cost

Homeownership = 18% of Project Cost

New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000

16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.

#### **PROJECT HARD COSTS**

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
  - Testing of all combustion appliances with an Combustion analyzer.
  - Draft testing with a draft gauge.
  - Forced air furnace temperature rise.
  - Testing of all gas lines with a Leak Detector
  - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
  - Testing of all combustion appliances with a Combustion analyzer.
  - Draft testing with a draft gauge.
  - Forced air furnace temperature rise.
  - Testing of all gas lines with a Leak Detector
  - Air Conditioning Refrigerant Leak testing if applicable
5. Ohio Regional Development Corporation does not perform Lead Risk Assessments. We sub-contract this service. It is competitively bid each year for all the Communities we provide services. This

allows for the best possible rate. This cost is billed to the project as a project cost. Average cost is \$400.

**Post Grant Management:**

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

**V. GOVERNMENTAL REGULATIONS**

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

**VI. TERMINATION OF CONTRACT**

Either party may terminate this exclusive franchise agreement at any time.

**VII. INVALIDITY OF PART OF CONTRACT**

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

**VIII. SEGREGATED FACILITIES**

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**IX. CONFLICT OF INTEREST**

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

**X. COPELAND "ANTI-KICK BACK ACT"**

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

**XI. INTEREST OF CERTAIN FEDERAL OFFICIALS**

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

**XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

**XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

During the performance of this contract, the Consultant agrees as follows:

1. 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 & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. 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 of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. 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 & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor 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.
3. The Consultant 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 workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant 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 requirements of these regulations.
5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, 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 on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**XIV. CIVIL RIGHTS ACT OF 1964**

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin, 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.

**XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultants obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**XVII. ACCESS TO BOOKS**

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

**XVIII. ADMINISTRATIVE OVERSIGHT**

Sandy Davis, CDBG Grants Administrator, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

**AUTHORITY FOR THIS AGREEMENT**

**THIS AGREEMENT** is authorized by appropriate action of the City Council of Medina, OH as approved on January 23, 2018.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date following each signature.

**ATTEST:**

Sherry Crow

**FOR: City of Medina** Mayer Dennis Hannell

Dennis Hannell 3-14-18  
Mayor Date

[Signature]

**FOR: Ohio Regional Development Corporation**

Dale W. Hartle  
Dale W. Hartle, President Date

X. ACTIVITY SPECIFIC ELEMENTS

Res. 73-18  
Exh. C

TENANT-BASED RENTAL ASSISTANCE

A. ACTIVITY DESIGN

1. NARRATIVE DESCRIPTION OF ACTIVITY TO BE UNDERTAKEN

Tenant-Based Rental Assistance (TBRA). Funds will be available to assist low to moderate (LMI) income households by providing first month's rent, security deposit and/or utility deposit.

2. LOCATION OF ACTIVITY

The program will operate within the City of Medina. No target areas are specified.

3. STATEMENT OF PURPOSE FOR ACTIVITY AND NATIONAL OBJECTIVE:

The primary purpose of this activity is to alleviate homelessness by assisting clients with obtaining affordable housing. Since the program will only be available to assist low income clientele, the National Objective of Benefiting Low to Moderate Income Households will be satisfied.

4. TARGET POPULATION

In order to be eligible for assistance, an applicant household must meet all the following minimum criteria:

- Have a total household income at or below 60% of HUD Section 8 median family income limits (based on household size) for Medina County (see Section II, Income Eligibility).
- Demonstrate need for financial assistance to avoid or alleviate homelessness.

5. DESCRIPTION OF HOUSING STANDARDS OR CODES

The proposed City of Medina CHIP Activity for Tenant-Based Rental Assistance (TBRA) will follow HUD-HQS standards to define the suitability of a rental unit for clientele.

6. DESCRIPTION OF REQUIRED PREPLANNING OR RELATED DESIGN ELEMENTS TO BE ADDRESSED

The current waiting list for Housing Choice Voucher Program assistance from Medina Metropolitan Housing Authority (LMHA) has over 1,400 clients. Potential clients currently wait approximately 3.5 years to receive assistance. Most renters needing assistance are families, the elderly, and/or disabled with very low incomes. Currently, 1083 residents receive assistance through MMHA's Housing Choice Voucher Program, with approximately 502 households assisted.

MMHA manages one public housing property. The property is designated for elderly and/or persons with disabilities. There are 84 units and there is approximately and two (2) year waiting list.

MMHA offers an Emergency Department to assist families experiencing a housing crisis. MMHA secures grants to provide emergency rental assistance to prevent homelessness or re-house families experiencing homelessness. The amount of funding available in 2013 and 2014 was significantly less due to a decrease in grant funds available. MMHA expects another decrease in funding during 2015. The demand for services continues to increase.

Operation: HOMES, the only homeless shelter in Medina County, had a waiting list throughout all of 2013.

#### DESCRIBE THE COMMUNITY'S RENT AFFORDABILITY REQUIREMENTS.

MMHA does not conduct rent surveys, but does check units for rent reasonableness. Generally, the current rent levels tend to be higher than the current FMRS.

#### DESCRIBE HOW THE COMMUNITY PROGRAM DESIGN DOES NOT EXCEED HUD'S RENT AFFORDABILITY REQUIREMENTS OR CREATE A HOUSING COST BURDEN.

The City of Medina program will keep rents at or below 30% of the client's monthly gross income by its design.

#### DESCRIBE THE STRATEGY FOR ENSURING THAT HOMELESSNESS WILL NOT RESULT WHEN THIS SHORT-TERM RENTAL SUBSIDY PROGRAM TERMINATES (EXIT STRATEGY).

The Medina Metropolitan Housing Authority (MMHA) has provided assurances to the City of Medina that all applicants will be screened for motivation and ability to afford housing on an ongoing basis. Since the program provides for initial costs, applicants will have to demonstrate an ongoing ability to pay prior to application approval. The MMHA provides ongoing case management as needed to any household that receives cash assistance. Any household having received assistance is eligible to apply for additional MMHA programs as they become available.

#### DESCRIBE THE MINIMUM TENANT CONTRIBUTION AS WELL AS THE METHOD FOR SUBSIDY CALCULATION AND ADDRESS HOW THE COMMUNITY PROGRAM DESIGN WILL COMPLY WITH THE HOME REGULATIONS.

The Medina Metropolitan Housing Authority (MMHA) will use up to 30% of the tenant's monthly gross income for housing expenses. MMHA will utilize the City of Medina's TBRA Activity funds to provide first month's rent, security deposit, utility deposit and/or any combination of the three. MMMA will perform the subsidy calculation on behalf of the City of Medina by following its already established procedures which include taking 30% of the monthly income to the payment standard. The City of Medina program design will comply as required with HOME regulations. MMHA has been responsible for



providing services to the homeless for many years; which includes cooperation and compliance with HUD regulations. MMHA has experience with verifying incomes/assets and calculating subsidy portions as it manages the Housing Choice Voucher Program, public housing, Section 8 New Construction, Shelter Plus Care, and other income based programming.

7. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN IMPLEMENTING THE ACTIVITY AND ROLES OF THE STAFF INVOLVED IN THE IMPLEMENTATION

The local housing authority serves as a central intake point for households in crisis in Medina County. The standard intake process will be utilized which includes a diversion assessment and an intake assessment. Third-party documentation will be collected to verify income and assets. A client's ability to afford rent ongoing will be determined by comparing all income sources to all expenses. A copy of the Lease will be maintained in the file. MMHA administers other sources of funds to assist households in crisis; this activity will allow the Housing Authority to assist more applicants.

The Deputy Director at Medina Metropolitan Housing Authority (MMHA), the Program Manager, the Case Manager, and the Program Administrator will coordinate closely to ensure the success of the program. The MMHA Case Manager will receive and process applications and determine eligibility. The Deputy Director and the Program Manager will oversee the program, conduct case reviews for compliance, and conduct outreach activities. The Program Administrator will oversee all accounting aspects of the program including completion of required reporting of the CHIP Program. The MMHA HCVP HQS Inspector will be responsible for inspections of the rental units to assure compliance with HUD-HQS. The Program Administrator will process status reports, close-out project files, and finalize and close-out program files. See the summary chart below:

Position/Title	Responsibilities
Program/Project Manager	Overall Program Management
City of Medina Program Administrator	Coordination of all CDBG/HOME related financial transactions/and oversight on all CHIP consultant/contractor procurement matters
MMHA Staff	Program marketing and administration; Coordination and administration of all local activities, including intake, eligibility.
MMHA HCVP HQS Inspector	Housing Inspections, lead risk assessments, and management
City of Medina Program Administrator	Reporting and close-out of CHIP funding for TBRA.

## B. CLIENT SELECTION

### 1. POLICIES AND PROCEDURES FOR DETERMINING THE CLIENT SELECTION PROCESS AND IMPLEMENTATION

See general eligibility guidelines. Clients selected will meet the eligibility requirements for the CHIP Program.

### 2. ADDITIONAL POLICIES AND PROCEDURES FOR CLIENT SELECTION AND IMPLEMENTATION:

Applications and inquiries regarding the program will be made to the Medina Metropolitan Housing Authority (MMHA). Staff for MMHA will review each application for eligibility and participation in the program. Only applicants meeting the minimum requirements for program eligibility will be considered. Clients will be assisted on a first-come-first served basis. Once the application has been reviewed and eligibility determined a copy of the file shall be forwarded to the CHIP Program Administrator for final approval and processing of the reimbursement.

Grant funds will be reserved for households which are low income (60% or less of median family income). Following the funding award, any households currently on file with MMHA and living in Medina City will be informed of the availability of these funds.

Eligibility will include that any low to moderate income individual or family in need of housing including homeless or at imminent risk of homelessness defined as having to vacate current housing within 14 days with no identifiable housing and no resources to establish housing. Applicants will need to demonstrate an ability to afford housing ongoing. Consideration will be given to households that are at imminent risk of homelessness but have circumstances which may fall outside of regular procedure.

## C. LIMITS OF ASSISTANCE

### 1. GENERAL LIMITS:

No household may receive assistance more than once in a grant period. The limits of assistance for the CHIP Program are defined as first month's rent, security deposit and utility deposit. Limits of assistance are also defined by current following "Fair Market Rents", which will be part of the program guidelines.

Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$493	\$592	\$750	\$1,005	\$1,037

### 2. COMBINED ACTIVITY LIMITS:

This activity is not eligible to be combined with any other CHIP Activity; therefore, no combined activity limits have been set, nor are necessary.

### 3. PROCEDURES FOR IMPLEMENTATION:

The Case Manager at the Medina Metropolitan Housing Authority (MMHA) will determine income eligibility and the amount of subsidy based on the client's income, family size, and the cost of rental housing available to the client. Depending on the needs of the applicant, a subsidy may be determined necessary. MMHA will provide other funds to be used to supplement the rent of the property if need is greater than this activity can provide.

#### D. FINANCE MECHANISM

Financial assistance will be available to qualified tenants (those households with incomes at or below 60% of the area median income) in the form of a grant. No interest will be charged and repayment will not be required.

The financing terms are attractive enough to encourage participation in the program. Subordination of the Mortgage does not apply to this activity as no lien will be recorded against the property for this type of assistance.

#### E. AFFORDABILITY/HOUSING COST BURDEN

The grants that will be available to low income households will enable participants to obtain their own home or apartment that they might not otherwise be able to afford.

There will be no Program Income generated from this activity.

**ORDINANCE NO. 74-18**

**AN ORDINANCE AMENDING ORDINANCE NO. 177-17,  
PASSED DECEMBER 11, 2017. (Amendments to 2018 Budget)**

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
902-0600-40184 (Bicentennial Golf Tournament Fees)	50.00 *
902-0400-40079 (Bicentennial-Tickets/hats/coloring books)	955.00 *
902-0600-40182 (Bicentennial-Donations)	5,230.00 *
574-0353-53313 (MCRC-Donation for Pool Party Event)	250.00 *
106-0101-54417 (Police-Insurance Check – Unit 101)	15,755.00 *
106-0101-53321 (Police-Dairyland Auto Check – Unit 109)	1,692.95 *

**SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

\* - new appropriation

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

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

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

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

**ORDINANCE NO. 75-18**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$5,000.00 TO THE MEDINA COUNTY PAL PROGRAM TO BE USED TOWARD THE PURCHASE OF TWO NEW FORD TRANSIT VANS.**

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

- SEC. 1:** That the expenditure of \$5,000.00 to the Medina County PAL Program is hereby authorized to use toward the purchase of two (2) new Ford Transit Vans.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this payment are available in Account No. 001-0101-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

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

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

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

**ORDINANCE NO. 76-18**

**AN ORDINANCE AMENDING ORDINANCE NO. 17-18, PASSED FEBRUARY 12, 2018 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH USI INSURANCE SERVICES LLC FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance 17-18, passed February 12, 2018 authorized the Agreement and expenditure of \$145,000.00 to 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

**WHEREAS:** The renewal premium is slightly higher due to the 3% inflation guard added to building values, the addition of Medina Township vehicles and equipment to Fire Service, and the added Police Canine officer and property; and

**WHEREAS:** The City is respectfully requesting City Council increase Purchase Order #2018-0740 from \$145,000.00 to \$150,210.00 to cover the additional costs.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to increase the expenditure to USI Insurance Services, LLC for increased premium costs as set forth above, from \$145,000.00 to \$150,210.00.

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

**SEC. 3:** That the funds to cover this expenditure are available in each appropriate budget

**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 the policy was effective as of April 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**

**RESOLUTION NO. 77-18**

**A RESOLUTION AMENDING RESOLUTION NO. 70-18, PASSED APRIL 9, 2018, RELATIVE TO THE OBJECTION TO THE TRANSFER OF THE LIQUOR PERMIT FROM MEDINA STEAKHOUSE AND SALOON TO RECOVERY CENTER OF MEDINA COUNTY, SERENITE RESTAURANT, 538 WEST LIBERTY STREET, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Resolution No. 70-18, passed April 9, 2018, objected to the liquor permit transfer from Medina Steakhouse Inc. dba Medina Steakhouse and Saloon & Porch & Patio to Recovery Center of Medina County, Serenite Restaurant & Porch & Patio, 538 West Liberty Street; and

**WHEREAS:** Section 1 of Resolution No. 70-18, passed April 9, 2018 stated that the legislative authority of the City of Medina, Ohio requests a local hearing based upon the objections set forth; and

**WHEREAS:** The legislative authority of the City of Medina, Ohio has decided to waive their request for a hearing; and

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

**SEC. 1:** That the legislative authority of the City of Medina, Ohio, hereby objects to the transfer of the D1, D2 and D3 liquor permits from Medina Steakhouse Inc., dba Medina Steakhouse and Saloon & Porch & Patio to Recovery Center of Medina County Serenite Restaurant & Porch & Patio, 538 West Liberty Street, Permit Number 7240010, and does not request a hearing.

**SEC. 2:** 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to notify the Division of Liquor Control of this change; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

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

**President of Council**

**ATTEST:** \_\_\_\_\_

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

**Clerk of Council**

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

**Mayor**