

**RECORD OF PROCEEDINGS  
MINUTES OF SPECIAL MEETING  
AUGUST 4<sup>TH</sup>, 2013**

The Medina Township Board of Trustees met in special session on August 4<sup>th</sup>, 2013, to conduct the business of the Township. Chairman Todd called the meeting to order at 6:07 pm with the following Trustees in attendance: Michael D. Todd, Ray Jarrett and Ken DeMichael. Also in attendance were the Fiscal Officer, Linda DeHoff and Attorney, Mike Yurick, of Taft, Stettinius and Hollister.

**Roll Call**

Mr. Todd asked for a roll call of all members present. Trustees present were Mr. Todd, Mr. Jarrett and Mr. DeMichael.

**Pledge**

Mr. Todd led the Pledge of Allegiance.

**Executive Session Regarding Potential Appointment of Attorney Mike Yurick**

Mr. Todd motioned to go into Executive Session with potential Township Attorney, Mark Yurick who works for the firm of Taft, Stettinius and Hollister. Mr. Yurick is based out of Columbus; he's gracious enough to be here today with us to discuss potential legal matters pending or imminent litigation. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael. The Board entered into Executive Session at 6:10 pm.

Mr. Todd motioned to reconvene from Executive Session where the Board of Trustees were present with Township legal counsel or potential Township legal counsel, Mark Yurick, of Taft, Stettinius and Hollister to discuss pending or imminent litigation. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael. The Board reconvened at 6:33 pm. No decisions were made during that meeting.

**Appointment of Attorney Mark Yurick as Medina Township Legal Counsel**

Mr. Todd said the Trustees talked with Attorney, Mark Yurick and are ready to move forward with appointing him as legal counsel for the Township. They are looking for a legal opinion on the matter discussed in Executive Session.

Mr. Todd motioned to appoint Mark Yurick from Taft, Stettinius and Hollister to represent Medina Township with the issues relating to the pipeline over on Watkins Road. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael.

**Purchase Order Requisition**

Mr. Todd motioned to approve purchase order for \$8000.00 payable to Taft, Stettinius and Hollister for legal opinion on the issues we discussed with Mr. Yurick. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael.

Mr. Todd asked Mr. Yurick to provide an engagement letter for our file and asked Mrs. Goe to provide all documents requested by Mr. Yurick. Mr. Todd said the purpose of using outside counsel was the time sensitivity and the fact that Mr. Yurick is specialized in this field.

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**Executive Session**

Mr. Todd motioned to go into Executive Session to discuss potential land acquisition for the Township with the Fiscal Officer and the Board of Trustees. Mr. DeMichael seconded the motion. Voting aye thereon: Mr. Todd, Mr. DeMichael and Mr. Jarrett. The Board entered into Executive Session at 6:42 pm.

Mr. Todd motioned to come out of Executive Session where the Board of Trustees were present with the Fiscal Officer discussing potential land acquisition for Medina Township. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael. The Board reconvened at 6:54 pm. No decisions were made during that meeting.

**Moving Ohio Forward Grant Program**

**Resolution No. 08042013-017**

Mr. Todd motioned to put forth the following resolution authorizing the Medina County Department of Planning Services to file an application with the Ohio Attorney General's Office, to participate in the Moving Ohio Forward Grant Program.

WHEREAS, the Ohio Attorney General's Office was successful in a settlement with the nation's largest mortgage servicers over foreclosure abuses, fraud, and unacceptable mortgage practices and has made \$75 million in funding available for residential demolition; and

WHEREAS, the Medina Township Board of Trustees has identified a strategic need within its community and desires to participate in the Program to receive financial assistance for demolition under the Moving Ohio Forward Demolition Grant Program; and

WHEREAS, the Medina Township Board of Trustees has the authority to apply for financial assistance and to administer the amounts received from the Ohio Attorney General's Office; and

WHEREAS, the Medina Township Board of Trustees directs and authorizes Ray Jarrett to act in connection with the application and to provide such additional information as may be required;

NOW, THEREFORE, BE IT RESOLVED/ORDAINED BY, the Medina Township Board of Trustees, Ohio:

Section 1: That Medina Township Board of Trustees authorizes Trustee Ray Jarrett as the official representative of Medina Township Board of Trustees application to participate in the Ohio Attorney General's Office and provide all information and documentation required in said Application for the Moving Ohio Forward Grant Program; and

Section 2: That the Medina Township Board of Trustees hereby approves filing a grant application under the Moving Ohio Forward Demolition Grant Program by the Medina County Department of Planning Services; and

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**Moving Ohio Forward Grant Program Resolution Con't**

Section 3: That the Medina Township Board of Trustees hereby understands and agrees that participation in the Moving Ohio Forward Demolition Grant Program will require compliance with program guidelines; and

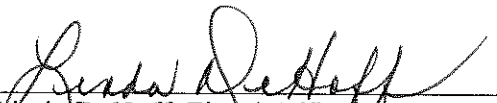
Section 4: That this resolution shall go into effect and be in force from and after the earliest period allowed by law.

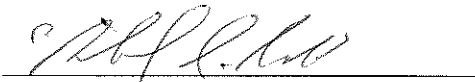
Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael.

**PUBLIC COMMENT**

There was no general public attending the meeting.

Mr. Todd motioned to adjourn the meeting at 6:57 pm. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Todd, Mr. Jarrett and Mr. DeMichael.

  
Linda DeHoff, Fiscal Officer

  
Michael D. Todd, Chairman

  
Ray Jarrett, Vice-Chairman

  
Ken DeMichael, Trustee

**MOVING OHIO FORWARD DEMOLITION PROGRAM  
OPERATING AGREEMENT BETWEEN  
MEDINA COUNTY  
AND  
TOWNSHIP OF MEDINA**

THIS AGREEMENT is made effective as of September 1, 2013 by and between Medina County hereinafter referred to as "Lead Entity" and the Township of Medina, to undertake residential demolition projects ("Projects") as defined by herein pursuant to the Moving Ohio Forward Demolition Program ("Program") as approved by the Ohio Attorney General's Office ("AGO").

WHEREAS, Lead Entity, in conjunction with the Township of Medina, have applied for and have been awarded funds from the AGO; and

WHEREAS, Lead Entity and Township of Medina wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF WORK.

- A. Activities. Township of Medina shall determine that all projects within its jurisdiction are in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement executed between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.
- B. Use of Funds. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential demolition projects as described in the Scope of Work attached hereto as Exhibit A.

II. SCOPE OF SERVICES.

- A. Township of Medina Responsibilities. Township of Medina will be responsible for the following tasks in conjunction with the Lead Entity's general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO:
  - (1) Submission of proposed Projects to the Lead Entity.
  - (2) Primary contact with property owners of all proposed Projects.
  - (3) Obtaining authorization from property owners to participate in the program as Projects.
  - (4) Provide Photographic and other records of all Project sites, documenting "prior to" and "after completion" conditions.
  - (5) Provide quarterly written status reports of all active Projects to the Lead Entity.
  - (6) Provide written certification of verifying completion of all Projects.
- B. Staffing. Township of Medina shall ensure adequate and appropriate staffing is allocated to fulfill the above tasks. Neither Township of Medina nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of the AGO or the State of Ohio.

III. TIME OF PERFORMANCE

Performance of Projects by the Township of Medina shall start on, September 1, 2013 and end on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed

Township of Medina & Medina County Program Operating Agreement

within the Project Period. Any Projects not completed as described may result in the recapture and/or re-allocation of Program Funds.

IV. NOTICES

Township of Medina: LEAD ENTITY:

Name: RAY JARRETT

Name: Robert Henwood

Title: Township Trustee

Title: Planning Services, Director

Telephone: 330 725-5713

Telephone: 330-722-9219

E-mail: www.medinatownship.com

E-mail: rhenwood@medinaco.org

V. REPORTING AND COMPLIANCE

- A. Reporting Requirements. Township of Medina shall submit to Lead Entity all documentation as required by this Agreement.

VI. GENERAL CONDITIONS

- A. Public Records. Township of Medina acknowledges that this Agreement and other records in the possession or control of the Attorney General, the Lead Entity or Township of Medina regarding each Project are public records under R.C. 149.43, and are open to Township of Medina public inspection unless a legal exemption applies.
- B. Liability. Township of Medina shall be liable for negligent acts or omissions, or negligent conduct of Township of Medina or its employees, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself/themselves and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such liability from one party to this agreement to the other.
- C. Termination
- (1) Termination by Lead Agency. Lead Entity may immediately terminate this Agreement by giving thirty (30) days written notice of termination to the Township of Medina for any of the following occurrences:
    - (a) Failure of Township of Medina to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - (b) Failure of Township of Medina to submit complete and accurate reports.
  - (2) Termination by Township of Medina. Township of Medina may "opt out" of this program and terminate the agreement by giving thirty (30) days notice to Lead Entity. All projects that have commenced shall be completed as per § (3) of this section before termination is effective.
  - (3) Project Termination Prior to Completion. Township of Medina does hereby acknowledge and agree that a Project, once having been undertaken, shall not be terminated prior to its completion. Nonetheless, in the event that, for any reason, the Project is terminated prior to its completion, subcontractors or service providers shall not be entitled to receive payment from Lead Entity unless and until the Project is

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recommenced and completed in accordance with the terms of this Agreement, as the AGO will only release project funds for completed Projects.

In the event that the Project is terminated prior to completion as a result of action or actions by the Township of Medina, the Township of Medina shall thereafter be solely responsible to reimburse the Lead Entity for all project costs incurred from any party who has caused the Project to be prematurely terminated, whether it be a contractor, subcontractor, the property owner/s, or other property interest holder or any other person or entity. Failure to recover such project costs does not subject Lead Entity to any liability or to an obligation to reimburse Township of Medina for any such unreimbursed costs.

VII. MISCELLANEOUS

- A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Township of Medina:

LEAD ENTITY:

Address: 3799 Huffman Rd.

Address: 144 North Broadway St., Medina, OH

Medina, Ohio 44256

44256

By: Ray Jarrett

By: \_\_\_\_\_

Name: RAY JARRETT

Name: Adam Friedrich

Title: Township Trustee

Title: President, Commissioners

Date: 8-5-2013

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