

**RECORD OF PROCEEDINGS
MINUTES OF REGULAR MEETING
JULY 13TH, 2017
7:00 PM**

The Medina Township Board of Trustees met in regular session at the Medina Township Hall on July 13th, 2017, to conduct the business of the Township. Chairman Ostmann called the meeting to order at 7:02 pm with the following Trustees in attendance: Bill Ostmann, Ken DeMichael and Ray Jarrett. Also in attendance were the Fiscal Officer, Police Chief, Fire Chief, Road Superintendent, Zoning Inspector, Law Director and the general public.

Roll Call

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

Pledge

Mr. Ostmann led the Pledge of Allegiance.

Moment of Silence

Mr. Ostmann asked for a moment of silence for our service members both here and abroad and for our first responders who are risking their lives every day to keep us safe.

Approval of Accounts Payable

Mr. Ostmann motioned to approve accounts payable checks #28420 through #28441, total amount of that is \$100,754.74. Mr. DeMichael seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. DeMichael and Mr. Jarrett.

Approval of Payroll

Mr. Ostmann motioned to approve payroll checks #23350 through #23378 total amount on that is \$54,842.50 with \$7,540.46 deducted for taxes, OPERS, union dues, etc. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. Jarrett and Mr. DeMichael.

Approval of Minutes

Mr. Ostmann motioned to approve the minutes for the June 1 regular meeting and the June 8 special meeting. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. Jarrett and Mr. DeMichael.

Mr. Ostmann motioned to approve the June 15 regular meeting minutes and the July 3 meeting minutes. Mr. Jarrett seconded the motion. Roll call vote: Mr. Ostmann aye, Mr. Jarrett aye and Mr. DeMichael abstain. He was unable to attend those meetings.

OLD BUSINESS

Fire Contract

Mr. Ostmann said Mayor Hanwell and Chief Painter were in attendance to answer any questions regarding the proposed fire contract with the City of Medina. Mayor Hanwell said in 2003 he was the representative for Medina County which was one of nine counties to put together the Northeast Ohio Amber Alert protocols which worked with the media to interrupt television and radio programs. The protocol is run through the Cuyahoga County Emergency Communications System. National Conferences were held to review Amber Alert programs and after ours was established it was determined that ours was one of the best practices not only in the State of Ohio but in the country.

In 2003/2004, when he was Police Chief, the Trustees of Medina and Montville Townships asked the City of Medina to look into creating a dispatch center for the three jurisdictions because the Townships were not satisfied with the dispatch services provided by the Sheriff's Department. We put together a regional dispatch center that has been in place ever since and to our knowledge it has worked effectively and efficiently and at a lower cost than what was being paid to the Sheriff's department.

Fire Contract Con't

In 2009/2010 the City disbanded our SWAT unit and made a recommendation that the area departments that had enough staffing combine with the Sheriff's Department and train together and have one unified SWAT for the entire County and includes the City of Medina, Montville Township and Wadsworth City and it has worked very effectively.

In July 2011, we worked with the County Prosecutors Office to work out a contract to have full-time officers from the larger departments assigned to the drug task force in an exchange of services with the drug task force paying for officers overtime and the City paying for officers regular time.

Also, a program for a school resource officer was put together with one full time officer for the high school and one officer split between the two middle schools. That was an exchange of services where the City provides the officer and all the benefits and the school provides IT services for the City.

Mayor Hanwell explained this was not creating a Fire District but it shows collaboration by taking a problem and working it through and successfully accomplishing it. Mayor Hanwell said there is no doubt in his mind that they can take a look at the fire calls, fire apparatus, stations and times of response and come up with a district plan that will be more efficient and effective than what they are doing currently in the three jurisdictions.

Mr. Jarrett asked Chief Painter how the ISO rating affects the residents and businesses of our community. Chief Painter said ISO comes out and evaluates your Fire Department, dispatching, personnel, apparatus, training, water distribution system and they all get assigned a point and there are hundreds of points in between each one and that's how they evaluate you and that goes to your insurance agent. Not all Insurance Agents have to use it but some of them still use ISO. He believes the Township is a five and the City was bumped up to a three in 2014. If you are five and four residential still gets a break, much above four commercial gets a break and it doesn't impact residential. He spoke with the ISO rep, we don't automatically grandfather in we have to go through the paperwork and corporate did both of our communities. Mr. Jarrett asked who notifies the businesses. Chief Painter said the insurance agents are supposed to know it. Montville went up to a three but they have a lot of rural areas and wells and they are an eight B in the non-hydrated areas.

Ken DeMichael said his only concern is the ambiguous language in the contract and he asked if the contract has been changed at all. Mr. Ostmann said no. Mr. DeMichael said he trusts Mayor Hanwell in what he has done and trusts what he will do. His issue is that none of us are guaranteed to be here tomorrow and he would like things spelled out more clearly in the contract. He doesn't know why we can't go to a district right away although if the contract is the next step he would like it more clearly defined. Mayor Hanwell said right now the contract with Montville states that on the second shift they will occupy Wadsworth Road Fire Station because that was the central point between the City and Montville. If we take this over Wadsworth Road doesn't make the most sense anymore Nettleton Road Station and Fire Station one with a split crew makes the most sense. The disadvantage of having everything spelled out as far as hours and days is as the call volume changes and the need for staffing changes, right now we are 8 to 4 and 4 to midnight. We may look at those calls a year from now and find that maybe 7 to 3 and 3 to 11 would be better; it is based on the call volume. Everything you put in the contract kind of paints you into a corner and then we can't change anything without coming back to this Board, the Montville Board and City Council. In discussions with our Law Director Mr. Huber and your Law Director Mr. Thorne we tried to keep it generic enough to give us the flexibility to provide the best service we can for you.

Mr. DeMichael said he owns a rental property in Wadsworth and the previous tenant left a dryer behind and the dryer vent burst into flames. Fortunately he was there and was able to extinguish it himself. If he wasn't there that building would have gone up and there was a family living upstairs. He said God only knows what would have happened if he wasn't there. He is concerned that we are scaling back on the weekends and we should have a committee to go over the contract to see what the contract is missing.

Mayor Hanwell said the second shift came about after talks with Montville about adding a second shift and splitting it 50/50 which is where we got the \$230,000.00 from what they had been paying. It was a mutual agreement. If the three jurisdictions get together and say instead of just first and second shift on Monday through Friday our analysis is on the weekends, most of our people are home and available when they need to be paged out and can respond quickly. We also have a duty officer assigned anytime there is not staffing who goes directly there while the other firefighters go and get the apparatus and assess what they are dealing with.

Fire District Con't

Mayor Hanwell said if the three jurisdictions want to get together and amend the contract or do a memorandum of understanding to increase staffing beyond what it is right now we are open for that. True, it will cost more money than the original quote but if the three jurisdictions think that coverage is important enough then we are open to discuss that.

Mr. DeMichael said those are the questions he would like to see addressed before we sign the contract. He said he doesn't see the urgency in not reviewing things like that and there are other points too. Mr. Ostmann asked Mr. DeMichael if we approve this contract would he be open to immediately starting a discussion about the other things to have a memorandum of understanding or possibly an addendum. Mr. DeMichael said yes sir.

Mr. Jarrett said he also addressed that, to have an addendum at a later date. Mr. Jarrett asked if they saw any possibility of having staffing issues and response times. Chief Painter said he doesn't believe so. Obviously turning it over is going to take a week or so to get things right up to speed but we are hoping to get some of the guys to cross over. We are processing about seven firemen that have signed up separately. We are trying to get through their physicals right now. Chief Painter said for response times, some of the guys are looking at facebook and he said we are not leaving your stations and we are not moving your equipment. It is all staying in the Township. We will just have City firefighters staffing that equipment or responding from that station if there is an after hour's call.

Mr. Ostmann said one of the pieces of misinformation that is out there is that we are turning over our equipment. We are not. We will still own our equipment and the City will maintain it and insure it. Chief Painter said that is correct and as it is with Montville they purchased two trucks and we do all the oil changes, pump tests, all maintenance, etc. We buy the hoses that are damaged and replace them. The City is the primary insured with a backup secondary insurance on it (trucks, etc.).

Mrs. Ventura asked if the City does the regular everyday maintenance but when it is time to replace major equipment that is our (Medina Township) responsibility. Chief Painter said that is right. Mrs. Ventura asked who was responsible for the utilities at the stations. Chief Painter said we do the general cleaning and all that stuff but you would pay for all the utilities. If you would have a roof leak or something major on the building the Township would be responsible for the repair. Mrs. Ventura asked what if a new truck or major equipment needs to be replaced Mr. Ostmann said that is something that we would need to discuss and decide that. It is in there. Chief Painter said they will have their mechanic go through the trucks to see its condition. He said he is sure the Crumley has a replacement schedule.

Mr. DeMichael said those are the things he feels should be spelled out and more time should be spent on the contract.

Mr. Jarrett told the Mayor that he looked at the contract and does not feel the Mayor is trying to mislead them and asked, if the contract was to be voted on tonight and approved at what point would you like to entertain district talks. Mayor Hanwell said as soon as the meeting could be set up with representatives from all three communities. The Mayor said there is no reason not to unless there is a need for clarification of some of these other issues. I expect that the district will take a substantial period of time due to evaluation of all of your equipment and a replacement schedule. Additionally as we analyze and see what kind of coverage we are talking about, part-time or full-time, fire only or fire and ems. There are a lot of things that have to be addressed. Once we get those answers then there's the cost attached to each of those and you look at the three jurisdictions and what the cost would be if there was a property tax as the Township currently has and the City pays for fire through income tax, is the Council interested in continuing with income tax or are they interested in converting that to a property tax so that it is identical to the other two. Mayor Hanwell said the advantage and efficiency of that is that then the budgets are literally limited to that levy. The equipment, the staffing, the hours, the pensions, everything is all wrapped up in that and the only way that changes, it's not coming in front of the Boards of Trustees or the City Council and saying we need more money. The only way it's changed is if it's presented, whatever the needs are, back to the voting committee and they decide to raise it. That's the efficiencies of a district. It is much more controlled.

Mr. DeMichael said to be clear he has not suggested nor would I ever suggest that I don't trust Mayor Hanwell because 100% I do. He said there is not a guarantee that any one of us will be here tomorrow that is why he feels it is necessary to clearly spell things out in this contract.

Mr. Ostmann said he has been involved with this contract since it started and he is satisfied with it. He asked Mr. Thorne if they can vote since the restraining order has been lifted. Mr. Thorne said they have the legal authority to vote.

Fire Contract Con't

Mr. Jarrett asked if Mayor Hanwell or Chief Painter could give a little more information on the five (5) year non-binding plan. What does that entail for us as a community? Chief Painter explained they did it for Montville by looking at new businesses that have come in, our current staffing, our current apparatus and we found that we needed backup on our aerial device. Two years ago we bought a sixty-five (65) footer as a backup for the industrial areas. We evaluated all to see where we were at and how long the equipment was lasting and we do that on an annual basis. Mr. Jarrett asked when they would incorporate that plan and when they could see it. Chief Painter said they know Medina Township businesses but they need to go and see their architecture, etc. and that would be in the next quarter.

Mrs. Ventura asked if this contract mirrored Montville's and if he had an idea of what they were spending total between the contracting fee and the trucks. Chief Painter said he doesn't know exactly what they are saving but they spent approximately \$500,000.00 for the big truck which will last twenty (20) years and about \$280,000.00 for the little truck that will last twelve (12) years. Mayor Hanwell said, with their safety building that includes Police, Fire and LST they charge a portion of the utilities, upkeep and maintenance between the various accounts. He does not have their budgets.

Mr. Jarrett said the City of Medina has done an analysis of our service calls and based upon that are planning on staffing the Nettleton Road station from 4 pm to midnight. Mr. Jarrett asked what the reasoning for that was. Chief Painter said when they plotted your calls it was based on the 2016 and partial of 2017 calls and the Nettleton/Route 18 corridor was the highest call volume for you with Pearl Road and Marks from Reagan up to Fenn being the second busiest area. For the City we plotted out all three communities and found the 18 corridor was busy for both Township's and the west side where City Station 1 is was the busiest for the Township and the City. We can get down to River Styx quickly and that's where most of Montville's call volume is. It made the most sense.

Mr. DeMichael said he liked the additional staffing on Nettleton Road. His concern was the lack of staffing on weekends. Chief Painter said we based it on the call volume and we have always staffed our afternoon shift and it has been for the last seven years that days and afternoons are the busiest and nights and weekends are the slowest. We only had a year and a half of your stats to look at but yours were the same. You were busiest on days and afternoons and not on the weekends. Mr. DeMichael asked if a conversation was had with this Board or Montville to consider paying a little extra for the weekend. Mayor said they are continuing to analyze the calls annually so we can adjust the times of the shifts or the days of the week. We have the flexibility to do those things. The Mayor said when all is said and done if we hear from Montville Trustees and you that you would like to pay to a little bit more than what's in the existing contract to have the coverage seven (7) days a week and the City has to pay a third of that we can then review that with City Council and support authorizing that if that is what the three jurisdictions are interested in.

Mr. Jarrett said that helps spread the cost out by doing that and the Mayor agreed. The Mayor said no matter what they do it is divided by three (3). Mr. Jarrett asked if they would be notified if they are understaffed at any of the stations and do you foresee any reason why we would be understaffed? Chief Painter said we have enough people to bring in and this only happens if somebody calls in sick in the morning and then one of the full-time guys' backfills so we can get it covered. Chief Painter said one of the guys on the SWAT team called off last week so he (Chief Painter) rode the truck for two (2) hours until the person got back. Mr. Jarrett asked what they can expect of the response times. Chief Painter said he feels they will be equal or better than what you have now. He knows that the Township is going to be dramatically lower coming out of station one (1) on the west side of the City because they are closer than the Fenn Road Station. Chief Painter said they counted fourteen (14) Firefighters off the Medina Township roster that live in the City and they have eight (8) guys who live in the Township so they will have to redeploy them so it will actually improve their roll-out time getting to the station from their home because they are not coming through the City to get to the Township they are already in the Township. We will know more after we get some hard facts.

Mr. Ostmann said he checked with Montville and you have contracted with Montville for fifty (50) or fifty-five (55) years and they are very satisfied with what you have done. He spoke to Sagamore Hills Township Trustees and they joined forces with Macedonia last year and they said they saved a boat load of money and their response time improved by one minute which doesn't seem like a lot but one minute is one minute if you are having a heart attack or a stroke. Mr. Ostmann said he is ready to vote on this.

Fire Contract Con't

There were comments from the audience but their names and addresses were not given they voiced their disapproval of the changing of the Fire Department.

Dave Clardy (3497 Old Weymouth Road) said he has heard a lot of negative comments about the City of Medina. He said the City of Medina just did what they were asked.

Resolution No. 07132017-010

Mr. Ostmann motioned to put forth a Resolution No. 07132017-010 to approve the contract for fire services between Medina and Medina Township, there is four (4) pages and I will incorporate that into the minutes by reference. Mr. Jarrett seconded the motion. Roll call vote: Mr. Ostmann aye, Mr. Jarrett aye, Mr. DeMichael no.

PURCHASE ORDER REQUISITIONS AND TRAINING REQUESTS

Treemasters Tree Service – Service Department

Mr. DeMichael motioned to approve a purchase order requisition for our service department. The vendor is Treemasters Tree Service. It is for the trim and removal of trees along Bagdad Road. The total amount is \$6,000.00. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. DeMichael, Mr. Jarrett and Mr. Ostmann.

DEPARTMENT HEAD COMMENTS

Zoning Department

Mrs. Ridgley said the zoning office is at a point where they need to move forward with the inflatable on Doraty-KIA.

Mr. Ostmann motioned to authorize a lawsuit to be filed in the name of the Trustees seeking injunctive relief to prevent CAR AUT Ohio Medina, LLC and anyone of their employees to whom notice comes from violating Medina Townships' inflatable zoning regulations. Mr. Jarrett seconded the motion. Roll call vote: Mr. Ostmann aye, Mr. Jarrett aye, Mr. DeMichael no.

Pine Lake Drive Road Closing for Block Party

Mr. Ostmann motioned to honor a request from Pine Lake Drive to block their street off for a block party and it will be Saturday, August 26, from 3pm to 8pm. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. Jarrett and Mr. DeMichael.

2018 Tax Budget

Resolution No. 07132017-011

Mr. Ostmann motioned to put forth the following resolution No. 07132017-011 approving the 2018 Tax Budget and I incorporate the twenty-six (26) page Financial Worksheet - Budget by reference. Mr. DeMichael seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. DeMichael and Mr. Jarrett.

Closing of Bagdad and Hood Roads Intersection

Mr. Ostmann said Road Superintendent Miller said Bagdad Road is going to be closed for seventy-five (75) days. Mr. Ostmann motioned that we give Denny Miller the Road Foreman authorization to close the Bagdad and Hood Road intersection on 7/14/17 for seventy-five (75) days. Mr. DeMichael seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. DeMichael and Mr. Jarrett. Mr. Jarrett asked if the bridge is concrete or sandstone. Mr. Miller said it is a wood deck and they are pulling concrete and sandstone out right now.

Dead Trees in the Forestview Open Space

Mr. Miller said there are a lot of dead trees in the open space in Forestview and the problem is we can't get to them because they are in the middle of the open space. He suggested either starting at one end and cutting them all down or turning the property over to the homeowners who back up to the open space. There is no easement to enable us to go through people's yards. Mr. Ostmann said it is in our open space so who is liable. Mr. Thorne said the Township would be liable. Mr. Miller said there are pools, sheds, fences etc. Mr. Thorne said Mr. Miller and Mrs. Ridgley showed him the open space and he saw that most of the pools, sheds and fences, etc. are already on the Township's property and they shouldn't be there. Mr. Ostmann said he will talk a look at it and get back to him.

PUBLIC COMMENT

Mr. Ostmann motioned to open the floor for public comment. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. Jarrett and Mr. DeMichael.

John Basilone (4971 Shady Brook Run) commented that he was glad to see the Trustees made a decision whether it's right or wrong time will tell. He asked what will happen to the 2 mil fire levy tax that is on his property. Mr. Ostmann said he has checked into how to roll that tax back and he will have that information at the next meeting. Mr. Basilone asked what his vision was on it. Mr. Ostmann said they can take at least take three-quarters (¾) of a mil off the 2 mil levy right away and then when the City does an assessment of what we need he is sure they can take even more of it away. Mr. Ostmann said it is not a lot but it will be reflected on your tax bill because you won't be paying it anymore.

Matthew Galla (3503 Hamilton Road) said Treemasters is excellent people to do business with because they clean up after they are finished with the job. Mr. Galla asked what happens now with the \$3,600,000.00 Fire Station that the Fire Department proposed. Mr. Ostmann said it doesn't get built.

Gary Vene (3803 Hamilton Road) said he has been a resident since 1978 and has known Mr. Ostmann for quite a while. He said Mr. Ostmann's heart has always been for the Township. Mr. Ostmann helped increase the minimum lot size from 2 to 3 acres to help keep it rural. Mr. Vene said he used to be on the Township Fire Department but he is also a taxpayer and if we can get the same coverage, same response time or better for less money it is a no brainer. He suggested not reducing the millage too much. Mr. Vene asked Chief Painter if he had medics on his pumpers and Chief Painter said yes but we don't have ACLS meds because they ended up getting expired and we do have AED's and we're not that much farther ahead of LST.

Pat Brown (4576 Foote Road) his concern is about the cost of the maintenance of the buildings and equipment and things of that nature. He said you are talking about dropping our millage by three quarters (¾) he said that would be great however no one has said how much it is going to cost us over and above the \$230,000.00 we will be paying the City Of Medina. Mr. Ostmann said the cost of utilities for gas, electric, water and sewer is \$14,423.60 for the two buildings. Mr. Brown asked what the cost would be for maintenance in the equipment and Mr. Ostmann said the City will be doing the maintenance on the equipment. Mr. Brown thanked the former and current Firefighters for their service. He said they did a great job.

Tony Colon (4350 Remsen Road) asked if it was possible to get a traffic signal on Route 3 and Foskett Road during rush hour. Mr. Ostmann said it is ODOT's intersection and Trustees have asked before and were turned down but they will ask again.

Dianne DePasquale-Hagerty, Medina Creative Housing, read a letter that memorialized the intent of the purchase of the Remsen Building from previous Trustee Michael D. Todd (see attached). Mr. DeMichael said he takes issue with some of the things in that letter. One was that the Weymouth Preservation Society was supposed to present us with a formal agreement within six months of the initial arrangement and that never happened. We do not have any kind of contract that he is aware of. Ms. DePasquale-Hagerty said she doesn't know anything about the agreement with the WPS she is just submitting this letter for your consideration.

Dave Clardy (3497 Old Weymouth Road) said he has pictures of the community center and the condition of that center.

Richard Clark (3304 Old Weymouth Road) said they were in the process of setting up for a plant sale. Mr. DeMichael asked if the thing that was being set up was a personal party of Mrs. McKiernan's.

Mr. Ostmann said they cannot do anything about the Remsen building because there is a lawsuit/injunction filed against the Township by Mr. Clardy.


TM7/13/17

Mr. Ostmann motioned to close the floor for public comment. Mr. DeMichael seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. DeMichael and Mr. Jarrett.

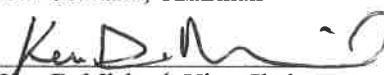
Mr. Ostmann motioned to adjourn the meeting. Mr. Jarrett seconded the motion. Voting aye thereon: Mr. Ostmann, Mr. Jarrett and Mr. DeMichael. There being no further business to come before the Board the meeting was adjourned at 8:22 pm.



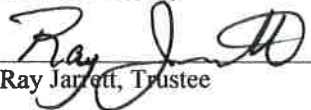
Angela Ventura, Fiscal Officer



Bill Ostmann, Chairman



Ken DeMichael, Vice-Chairman



Ray Jarrett, Trustee



Medina Township
Board of Trustees

DRAFT

Bill Ostmann
Chairman

Ray Jarrett

Ken DeMichael

Angela Ventura
Fiscal Officer

Resolution #07132017-010

Authorizing the Medina Township Board of Trustees to enter into a contract with the City of Medina for Fire Services to be provided to Medina Township

Mr. Ostmann motioned to put forth a resolution #07132017-010 to approve the contract for fire services between Medina and Medina Township and that there are four (4) pages and I will incorporate that into the minutes by reference. Mr. Jarrett seconded the motion.

Roll call vote: Mr. Ostmann aye, Mr. Jarrett aye and Mr. DeMichael no.

ORDINANCE NO. 91-17**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR FIRE SERVICES WITH MEDINA TOWNSHIP, AND DECLARING AN EMERGENCY.**


WHEREAS: The Parties currently operate independent fire departments, but are of the opinion after independent analysis, that it would be in the best interest of their residents, both financially and for the provision of services, to have one department and ultimately even an independent district, servicing not only the Parties but Montville Township as well, which currently contracts with the City of Medina for fire services; and

WHEREAS: As a first step to such a potential goal, the City has agreed to accept and the Township has agreed to turn over all fire protection in the Township to the City pursuant to the terms and conditions set forth herein.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Contract for Fire Services between Medina Township and the City of Medina.

SEC. 2: That a copy of the Contract for Fire Services is marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the Trustees prefer the City to take over Fire Services as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 12, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 13, 2017

SIGNED: Dennis Hanwell
Mayor

ORD. 98-17
Exh. A

CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MEDINA TOWNSHIP

This Agreement is made and concluded at Medina, Ohio, by and between the City of Medina (hereinafter "the City") and the Township of Medina (hereinafter "the Township"), jointly, "the Parties."

INTRODUCTION

The Parties currently operate independent fire departments, but are of the opinion after independent analyzes, that it would be in the best interest of their residents, both financially and for the provision of services, to have one department and ultimately even an independent district, servicing not only the Parties but Montville Township as well, which currently contracts with the City for fire services.

As a first step to such a potential goal, the City has agreed to accept and the Township has agreed to turn over all fire protection in the Township to the City pursuant to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. The Medina City Fire Department shall respond to all fire alarms generated as a result of fires in the Township with the equipment and personnel deemed necessary and appropriate by the City and to select EMS calls as approved by the Medina Hospital Medical Director. The City will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will the City be in default of this Agreement or be liable for damages of any kind or nature if it is not able to effectively combat a fire or respond to an approved EMS call in the Township for any reason whatsoever, provided the City has used its best efforts, given all of the circumstances, to combat the fire or provide the EMS service.

2. The effective date of this Contract shall commence the date of signing and shall continue in full force and effect for a period of three (3) years, unless terminated as otherwise provided for in this Agreement. The City and Township both agree that the contract shall terminate if a Fire District is formed and properly funded.

3. STAFFING AND APPARATUS

(a) The Township shall turn over to the City all of the fire equipment set forth in Exhibit A. The Exhibit A equipment shall be maintained by the City with the understanding that major repairs and/or replacement shall occur only by way of agreement of both the City and the Township as to the necessity of and cost of the major repair and/or replacement. The Township agrees to set aside reasonable funds to replace the fire engines and vehicles identified in Exhibit A as is reasonably necessary. The City agrees to create a spreadsheet of anticipated replacement years for the fire trucks and vehicles.

Township stations located on Nettleton and Huffman Roads may be utilized by the City during the duration of this agreement. The Township shall be responsible for maintenance and repair of

the station buildings and associated real property unless damages or need for maintenance to the station buildings and/or real property is caused by the City's negligence or negligent operation during use of the facility.

(b) The City agrees to give preference to former Medina Township Fire Personnel when filling positions with the City Fire Department provided that the former Township Fire Personnel can meet all City requirements.

(c) The Township shall maintain ownership of the equipment and sites, but discontinue operation of a fire department while this Contract is in effect.

(d) The Township agrees to pay the City Two Hundred Thirty Thousand Dollars (\$230,000) per year for services as provided herein.

(e) If for any reason the Township purchases additional fire equipment during the term of this Contract, it will be titled in the name of the Township, but will be maintained by the City in return for the right to utilize the vehicles for fire services during the life of this Contract and any extension thereof. Both the City and Township shall insure said vehicles. The City's insurance coverage on the vehicles shall be deemed "primary" and the Township's insurance coverage shall be deemed "excess." Each policy of insurance shall be identical to the respective government entity standard vehicle insurance coverage.

(f) Invoicing

The City shall invoice the Township for the service set forth herein in the month of January each year during the life of this Contract. The Township shall have thirty (30) days to pay the fees as invoiced by the City.

5. It is understood and agreed by the parties that the City has sole, exclusive control of its Fire Department budget. The Township shall, however, have the right to sit in during the budget process, and may present budget suggestions to the City prior to completion of the budgeting process. Further, the City will furnish to the Township a five (5) year, non-binding plan outlining what the Medina Fire Department would like to accomplish with regard to personnel, equipment, and facilities.

6. Recognizing that demands for services and that the cost of services change over time, the City and Township agree that should either party feel that conditions of the Contract are no longer to their advantage, either may notify the other of a desire to renegotiate this Contract. If either party terminates this Contract pursuant to paragraph 9, the yearly fee will be prorated up to the point of termination with the Township being reimbursed for the amount of the yearly fee remaining.

7. This Contract does not address, cover, or in any way relate to or involve fees and monies charged for police dispatch responsibilities or duties, but the fee will cover fire dispatch.

8. The City and Township hereby waive any subrogation claim against the other for loss or damage to real and/or personal property and/or personal injury resulting from acts or omissions

associated with performance of obligations or responsibilities created pursuant to this Contract, whether or not negligently caused.

9. Either party may terminate this Contract during its term or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the sixth (6th) full month after receipt of notice.

10. This Contract and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Medina Township Trustees and by the Council of the City of Medina.

11. Any notice required by this Contract shall be submitted to the parties as follows:

CITY OF MEDINA
Attn: Mayor
132 North Elmwood Avenue
Medina, Ohio 44256

MEDINA TOWNSHIP
C/O Township Fiscal Officer
3799 Huffman Road
Medina, Ohio 44256

Copies of all notices required by this Contract shall be sent to:

CITY OF MEDINA
ATTN: Fire Chief
300 W. Reagan Parkway
Medina, Ohio 44256

cc:

12. This Contract shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Contract shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this 13th day of June, 2017.

Sherry A. Crow
WITNESS

CITY OF MEDINA


By: Dennis Hanwell
MAYOR DENNIS HANWELL

As authorized by City Ordinance No. 91-17

BOARD OF TRUSTEES OF
MEDINA TOWNSHIP


WITNESS

By: 
BILL OSTMANN, Trustee


WITNESS

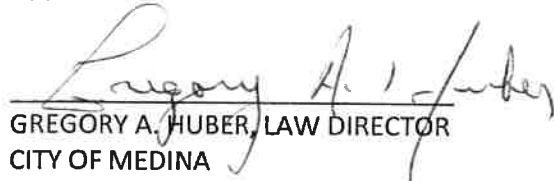
By: 
RAY JABRETT, Trustee

WITNESS

By: _____
KEN DEMICHAEL, Trustee

As authorized by Resolution No. 07132017-010

Approved as to form:


GREGORY A. HUBER, LAW DIRECTOR
CITY OF MEDINA


WILLIAM L. THORNE, ATTORNEY FOR MEDINA TOWNSHIP

EXHIBIT A

	A	B
219		
220		VALUE
221	FIRE	
222	Truck, 2012 Pierce Impel 4P1CJ01A7CA012718 5/14/12 201-3	\$ 431,320.00
223	Truck 2008 Ford F-450 1FDXX47RX8ED51126 Plate #OF7707	\$ 129,162.48
224	Truck, 2008 Ford Expedition 4FMFU16538LA04219 Plate#OF5161	\$21,267.00
225	Truck Heavy Rescue 2005 208-1 Spartan 4S7AT2D995C049850	\$413,777.00
226	Truck Pierce 2001 Pumper 201-2 4P1CT02U91A001073 Plate#OC4406	\$306,871.00
227	Truck Sutphen 1993 Pumper 201-1 1S9A1HBD9P1003108	\$275,000.00
228	Truck, Ut Vehicle Ford Explorer 2014 Ser#1FM5K8AR8EGA33351 (209-1 Duty) 022YOS	\$25,734.00
229	Truck, Ut Vehicle Ford Explorer 2014 Ser#1FM5K8AR6EGA33350 (205-1 Chief) 024YOS	\$25,734.00
230	AED LIFE PAK 1000 (4) & EQUIPMENT & EMS EQUIPMENT	\$10,942.49
231	Airway Bags, Jump Bags, EMS supplies	\$5,678.82
232	Chairs, Black leather (2) (from Townhall)	\$200.00
233	Compressor, Air Campbell Hausfeld 5HP	\$1,060.00
234	Copier, Xerox (leased) 2015	\$6,999.00
235	Custom Monument Sign For Station 2	\$5,353.90
236	1/4 zip Department sweat shirts (35)	\$1,627.50
237	Generator Generac Model#5220 & 3 switches	\$17,000.00
238	KENWOOD 6-UNIT MULTICHARGER ADAPTER	\$125.00
239	KENWOOD STUBBY ANTENNA	\$130.00
240	KENWOOD TK-390 7.2V/2000MAH NIMH BATTERY	\$1,105.00
241	KENWOOD TK-390 HEAVY DUTY REMOTE SPEAKER	\$850.00
242	KENWOOD TK-390 PORTABLE RADIO (25)	\$24,000.00
243	KENWOOD TK-390 SINGLE RAPID CHARGER (25)	\$14,750.00
244	Cell phone (1) iPhone	\$300.00
245	Motorola Minitor IV Tone Alert Pagers (36)	\$14,760.00
246	Unication Alpha Elite Alpha Pagers (33)	\$2,475.00
247	Dell Computers (4)	\$7,000.00
248	HP Laptop	\$1,000.00
249	File Cabinet 2 Drwr Legal Hon (from townhall)	\$134.98
250	Fire Zone	\$409.00
251	Printers (3)	\$1,500.00
252	Silvex Class A Foam (10)	\$600.00
253	EXTENSION CORDS (6)	\$210.00
254	Television (4)	\$1,000.00
255	VCR/DVD	\$400.00
256	BADGER EXTRA 20LBS. ABC (2)	\$130.00
257	CO2 EXTINGUISHER (10)	\$1,938.50
258	CO2 EXTINGUISHER 10lbs (2)	\$265.00
259	DRY CHEM ABC EXTINGUISHER 20 lbs (4)	\$347.00
260	DRY CHEM EXTINGUISHER (ABC) 10lbs (10)	\$544.50
261	DRY CHEM EXTINGUISHER 30 lbs (2)	\$387.70
262	SHOULDER STRAP (2)	\$152.00
263	WATER EXTINGUISHER (8)	\$476.00
264	Catalog Rack	\$135.00
265	Free Standing 3 drawer file cabinet	\$135.00
266	Television, VIZIO 50 LED IPTVscreen 4/8/13	\$768.50
267	TELEVISION STAND	\$250.00
268	25KW Generator	\$14,000.00
269	8HP COLEMAN POWERMATE 4000WATT GENERATOR	\$1,000.00

	A	B
270	COLEMAN GENERATOR	\$1,000.00
271	Generator Honda HG 25001	\$1,450.00
272	HONDA GENERATOR W/ EXTENDALITE 500 LITE	\$1,450.00
273	18 VOLT 6 1/2" CIRCULAR SAW	\$110.00
274	18VOLT ROTARY SAW	\$169.00
275	24 VOLT DEWALT BATTERIES	\$300.00
276	24 VOLT DEWALT CHARGER	\$300.00
277	3020UL CUTTERS	\$3,018.00
278	3040UL CUTTER	\$4,918.00
279	3242UL SPREADER	\$3,985.50
280	6' PIKE POLE (2)	\$132.00
281	8' PIKE POLE (2)	\$139.00
282	9V ALKALINE BATTERY PACK	\$180.00
283	AED LIFE PAK 500 (3)	\$5,685.00
284	AIR GRINDER	\$150.00
285	AIR IMPACT GUN	\$229.74
286	AIR RACHET	\$120.98
287	AIR-PAK FIFTY 4.5 (25)	\$43,200.00
288	BALL PEEN HAMMER	\$15.00
289	BCT3120 PACKAGE STANDARD W/120V CHANRGER	\$6,060.00
290	BEAM SUPPORT U-SHAPE 150 POWERSHORE	\$95.00
291	BIG CUTTERS	\$170.00
292	BINOCULARS WITH CASE	\$75.00
293	Binoculars, Bushnell (2), Nikon (4) Nikon Spotter Scope (1)	\$1,900.00
294	BLACK TOTES	\$100.00
295	BOX OF STABILIZATION STRAPS	\$40.00
296	BUCKET/W RINGER COMBO	\$45.00
297	CALIBRATION GAS: ZERO AIR 20.9% O2, 43	\$42.00
298	CALIBRATION GAS:CO, O2, PENTANE	\$42.00
299	CARBON WRAPPED SCBA CYLINDER (41)	\$22,755.00
300	CLAMP ASSEMBLY	\$36.00
301	CRAFTSMAN HACKSAW WITH BLADE	\$25.00
302	CRAFTSMAN HANDI-CUT MULTI-PURPOSE CUTTER	\$19.99
303	CRAFTSMAN TEST LIGHT	\$10.00
304	CRAFTSMAN TOOL CHEST	\$500.00
305	CRAFTSMAN TOOL TOTE	\$100.00
306	DEAD BLOW HAMMER	\$69.55
307	DENVER TOOL (3)	\$118.50
308	DEWALT TOOL BAG	\$50.00
309	D-HANDLE 4' PIKE POLE	\$65.00
310	Digital Map Measurer	\$32.99
311	DT-3 DYNAMIC TRIO	\$248.00
312	DUCKBILL TOOL	\$71.00
313	ELECTRIC 3/8" DEWALT DRILL	\$55.00
314	ELECTRIC 7 1/4 DEWALT CIRCULAR SAW	\$119.00
315	EXTRA SAWZALL BLADES	\$50.00
316	FIRE BROOMS (4)	\$56.00
317	FIRE RAKES (4)	\$130.00
318	FLATHEAD AXE	\$92.50
319	FOX 40 WHISTLE	\$176.00
320	GLAS-MASTER TOOL	\$57.47

	A	B
321	HACK SAW	\$15.01
322	HALLIGAN (7)	\$595.00
323	HAMMER	\$20.83
324	Handheld flashlights (40)	\$1,358.00
325	HANDHELD SPOTLIGHT	\$20.00
326	HOLMATRO HIGH PRESSURE CUTTERS (Jaws of Life)	\$5,875.00
327	HYDRANT WRENCH (3)	\$135.00
328	I PADS W/ CELLULAR (QTY 2)	\$1,400.00
329	I PADS (QTY 6)	\$3,600.00
330	K-TOOL	\$118.75
331	LAWN MOWER GRAVELY SER#3704	\$2,736.75
332	LARGE DIAMETER SPANNER WRENCH	\$12.50
333	Manikin Life Support Trainer	\$4,278.00
334	METAL CUT OFF BLADE	\$8.00
335	MILWAUKEE 18 VOLT BATTERIES	\$300.00
336	MILWAUKEE 18 VOLT BATTERY CHARGER	\$300.00
337	MILWAUKEE CORDLESS SAWZALL (2)	\$300.00
338	MILWAUKEE ELCTRIC SAWZALL	\$119.00
339	Misc. Small Tools	\$10,000.00
340	MSA Orion G 3-Gas Gas Meter w/o calibrat	\$1,815.00
341	MSA Orion G 3-Gas meter w/calibration	\$2,220.00
342	OXYGEN SENSOR	\$150.00
343	Pagers, Minitor V (6) + 5 year warranty, chargers, recagrgable batteries	\$3,756.00
344	Pagers, Minitor V tone alert pagers (4)	\$2,000.00
345	PICK HEAD AXE (2)	\$85.00
346	PIPE WRENCH 9-51651	\$16.99
347	PIPE WRENCH 9-51652	\$21.85
348	PIPE WRENCH 9-51653	\$27.95
349	PIPE WRENCHES	\$100.00
350	PLIER SET	\$60.45
351	PRY BAR (3)	\$93.00
352	RACHET	\$35.44
353	Scott 30 min cylinders & 60 min cylinders	\$3,100.00
354	Scott carbon cylinders asst. (13)	\$7,835.00
355	Scott air-pak fifty 4.5 alert AV 2000 facepiece (2)	\$1,750.00
356	Scott voice amplifier w/bracket (6)	\$1,650.00
357	SCBA's	\$15,000.00
358	SCREWDRIVER HOLDER	\$6.65
359	SCREWDRIVER SET	\$48.38
360	SHORT D-HANDLE FLAT SHOVEL	\$22.50
361	SHOVELS	\$22.50
362	SLEDGE HAMMER (2)	\$83.00
363	SMALL CUTTERS	\$100.00
364	SMALL SPANNER WRENCHES (3)	\$36.00
365	SMART BOARD 12/18/09	\$8,154.13
366	SNOW BRUSH - 2009	\$5.00
367	SOCKET HOLDER 9-41333	\$19.95
368	SOCKET HOLDER 9-41334	\$26.60
369	SOCKET HOLDER 9-41344	\$33.25
370	SOCKET SET 9-19430	\$55.99
371	SOCKET SET 9-19440	\$55.99

	A	B
372	SOFT SIDE BAG	\$40.57
373	SPADE SHOVEL	\$15.00
374	Spud bar	\$15.00
375	STAKE KIT WITH STAKES	\$25.00
376	STAPLE GUN	\$34.79
377	STIHL 021 CHAIN SAW	\$191.96
378	STIHL OZI CHAINSAW	\$20.00
379	STRUT POWERSHORE	\$798.00
380	SUPER VAC FAN	\$1,720.00
381	SUPER VAC MISTER	\$224.00
382	TNT TOOL 35" FIBERGLASS HANDLE (3)	\$494.85
383	TOOL SET 9-34305	\$579.68
384	TOOL SET 9-46304	\$231.88
385	TRASH RAKE	\$15.00
386	Turnout Gear (6 Sets) 2009	\$9,000.00
387	2.50" x 25' yellow hose (5)	\$210.00
388	AKRON 1533 MID RANGE SABERJET SSO NOZZLE	\$2,780.00
389	HOSE 16' BLACK W/ RED BEND RESTRICTORS	\$378.75
390	HOSE 32' BLACK W/ BLUE BEND RESTRICTORS	\$495.00
391	HOSE 32' BLACK W/ RED BEND RESTRICTORS	\$495.00
392	Misc. Hose adapters/fittings	\$10,000.00
393	Niedner 4030 XL800 Hose 3" x 50'	\$241.74
394	Fire Protection Handbook 2003	\$175.95
395	Ladders 10' ATTIC LADDER	\$167.50
396	Ladders 12' FOLDING ATTIC LADDER	\$185.00
397	Ladders 14' ROOF LADDER	\$232.50
398	Ladders 16' ROOF LADDER	\$277.50
399	Ladders 20' LADDER	\$450.00
400	Ladders 24' EXTENSION LADDER	\$500.00
401	Ladders 35' GROUND LADDER	\$835.00
402	Ladders LADDER HEAT DOTS	\$125.00
403	Ladders QUICK STEP LADDERS 10' AND 18' (2)	\$850.00
404	GARDEN HOSE (6)	\$125.00
405	MISC EQUIPMENT	\$30,000.00
406	Misc. Gas Cans	\$200.00
407	NYLON/ VINYL SALVAGE , RED 12' x 12'	\$143.98
408	SALVAGE COVERS	\$135.00
409	SHOP VAC	\$315.94
410	STEP CHOCKS, BLACK (8)	\$800.10
411	TABLES FOLDING/WOOD	\$800.00
412	TOOL BOX	\$407.86
413	Washing Machine Belenky	\$3,250.00
414	Fire Dex Gear Bag (8)	\$576.00
415	300' ICE RESCUE TETHER KIT	\$299.00
416	300' ICE RESCUE TETHER KIT W/ SLING	\$370.00
417	3322 UL RAM	\$1,300.00
418	3350 TELESCOPING RAM	\$1,500.00
419	75' SECOND-CHANCE RESCUE THROW BAG	\$480.00
420	90' SECOND- CHANCE RESCUE THROW BAG	\$114.00
421	ARGUS THERMAL IMAGING CAMERA (2)	\$15,000.00
422	CAMERA 5200 HD NO ZOOM W/BATTERIES 2009 Thermal Imaging	\$10,600.00

	A	B
423	CAMERA, MSA EVOLUTION 5200 TIC Ser#A1-2759-H07 (201-2) Thermal Imaging	\$9,300.00
424	CAMERA, MSA EVOLUTION 5200 TIC Ser#A0-2646-D07 (201-1) thermal Imaging	\$9,300.00
425	BARRACUDA RESCUE SAW	\$114.00
426	ECHO 14" CUTOFF SAW	\$939.99
427	ECHO CSG- 680 K12 SAW	\$225.00
428	ECHO QV- 8000 CHAIN SAW	\$180.00
429	ELEVATOR KEY	\$158.00
430	EXTRASPORT UNIVERSAL RESCUER VEST	\$1,110.00
431	HOLMATRO AIR BAG KIT	\$1,000.00
432	HOLMATRO HYDRALIC POWER UNIT (JAWS OF LIFE)	\$1,500.00
433	HONDA DUO PUMP	\$5,364.00
434	HYDRA RAM	\$1,400.00
435	HYDRO RAM II	\$1,640.00
436	Inflatable rescue boat	\$3,869.00
437	LIFE PAK 500 AED 2 BUTTON OPERATION	\$7,580.00
438	MERCURY 9.9HP BOAT MOTOR	\$1,982.00
439	MERCURY 9.9HP FOUR STROKE MOTOR	\$1,982.00
440	misc rescue equip. rope/hooks/etc	\$3,000.00
441	MISC. HOLMATRO AIR BAGS	\$8,000.00
442	POWERSHORE VEHICLE STABILIZATION KIT	\$3,741.00
443	Ramsey winch	\$995.00
444	SKED STRETCHER SYSTEM	\$521.40
445	REACH POLE SYSTEM 3	\$411.00
446	RECOVERY CHAINS AND ACCESORIES	\$417.76
447	RESCUE KNIFE W/ BALL & TETHER	\$116.00
448	RESCUE SHUTTLE, COLD WATER RESCUE SLING	\$2,041.00
449	Heat Protective Blankets (3)	\$150.00
450	KORE KOOLER REHAB CHAIR KIT	\$367.96
451	MISC HAZ MAT SUPPLIES PILLOWS/BOOMS	\$1,200.00
452	PERSONAL FLOTATION DEVICE (6)	\$366.90
453	PRO TEC HELMET	\$359.40
454	SAFETY VESTS	\$502.50
455	FIBERGLASS WRAPPED SCBA CYLINDER (8)	\$12,000.00
456	GRANT-VOICEMITTERS (32)	\$7,264.00
457	KEVLAR WRAPPED SCBA CYLINDER (6)	\$9,000.00
458	MSA SCBA MASKS (32)	\$5,600.00
459	Bunker Coat (40)	\$29,600.00
460	Bunker Pants (40)	\$23,680.00
461	Leather Helmet Front (15)	\$480.00
462	Leather Helmet Front w/Gold Badge (7)	\$490.00
463	1800 GAL. DUMP TANK	\$600.00
464	Helmets - Fire Dex (40)	\$7,000.00
465	Gloves, Armor FF (40)	\$3,000.00
466	Imaging Camera, Reveal Thermal	\$469.00
467	Saws, Rescue K12FO (2)	\$2,190.00
468	Hydraulic Hoses, Holmatro Core single line (6)	\$3,880.00
469	V-Strut Stabilization Devices Holmatro (2)	\$2,000.00
470	Bike, Exercise Cybex 525at	\$3,297.00
471	Treadmill Cybex 525	\$3,572.00
472	Dumbell Rack (2)	\$1,000.00
473	Dumbell Set 5-50 rubber (1)	\$733.00

	A	B
474	Dumbell Set 55-100 rubber (1)	\$2,067.00
475	Holmatro Power Units	\$16,920.00
476	Total Body Trainer 005510BBC	\$1,387.50
477	Quantifit Fittestster w/ fit track	\$8,603.00
478		
479	TOTAL	\$2,261,430.01
480		

Medina Township Fire Contract

Collaborations personally involved in:

- 1) 2003- **Northeast OH Amber Alert** protocols and activation- 9 county, media, electronic bulletin boards, tone interruption of tv/radio with emergency alerts, CECOMS- Cuyahoga Emergency Communications System. Noted as best practice in state and nationally at Missing Persons conferences.
- 2) 2003-2004- Asked by Medina Township and Montville Township to create a **regional dispatch center** for the city and both townships. Better service and lower costs than county.
- 3) **MCSO SWAT- 2009/2010**
- 4) **MCDTF staffing MOU- July, 2011**
- 5) **Medina Schools SRO program**
- 6) **Comment-** all first for me, but successfully implemented and accomplished.

June 20, 2017

Ms. Dianne DePasquale-Hagerty
Executive Director
Medina Creative Housing
232 North Court St.
Medina, Ohio 44256

Mr. Ian Jones
Director, Indoor Facilities
Medina Soccer Association
1114 North Court Street
Medina, Ohio 44256

Ms. Susan McKiernan
President
Weymouth Preservation Society
3314 Myers Road
Medina, Ohio

Dear Ms. DePasquale-Hagerty, Ms. McKiernan, and Mr. Jones:

I am writing to memorialize our discussions related to the purchase of the Weymouth Community Center. In 2012, while I was I was a Trustee, along with Ken DeMichael and Ray Jarrett, I facilitated, on behalf of the Medina Township Board of Trustees, the purchase of what is now known as the Weymouth Community Center. The Trustees decision to purchase the building at that time was to ensure the building did not become an eyesore, to help stabilize historic Weymouth, and to provide a location to serve as an asset to the community. Prior to the purchase of the building, Medina Township identified funding sources for asbestos abatement, and spoke with numerous community stakeholders who verbally committed to help rehabilitate the building using their own resources and manpower, in return for long term commitments from Medina Township. These initial stakeholders were your three organizations: Weymouth Preservation Society, Medina Soccer Association, and Medina Creative Housing (the stakeholders).

Once purchased, the long term goal for the building was for Medina Township to determine whether or not the building was a viable location for a police station, and build one if so, and for Medina Township to sell whatever remaining interest there was in the building, preferably to one or more of the stakeholders, so the building could serve as a community asset for non-profits that supported Medina Township. The stakeholders all entered into long term arrangements with the Township and provided key assistance, both financially and through "sweat equity" during rehabilitation of the building. In return, the stakeholders were told that the Township would protect their investment, to the best of its ability, if and when Medina Township sold the building.

While I am not currently a Trustee, and the current Board of Trustees may not bound by the intentions of the 2012 Board of Trustees, I am of the impression that the current Medina Township Board of Trustees continues to have these same goals in mind and I commend them in their endeavor to fulfill the spirit of the agreement Medina Township made with the stakeholders over the last five years.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael D. Todd", with a stylized flourish at the end.

Michael D. Todd

Medina County Commissioners

July 11, 2017

Re: Closing of Church Road in Medina Township

RECEIVED
JUL 13 2017
MEDINA TOWNSHIP

The County Commissioners should have an excellent reason behind the decision to close any road in the county.

The expansion of a church does not even hit the top ten Church Road is used by many of the residents in the area and closing it will create a hardship for those traveling thru the area. I frequently use Church Road and I live on the other side of Rte. 3. This is also a piece of the history of the area that will be lost if it is closed. Too little consideration is given to history and the places that can be saved. Not closing Church Road is an easy save – it doesn't require a decision to do something like tearing down a building only a decision NOT to do something.

Please don't allow the desire of expansion by the church to obliterate another piece of history that is important to the residents that use it.

Sarah (Sally) Gardner

3333 Foskett Road

Medina Township, Oh 44256