

*fully executed***ORDINANCE NO. 127-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA METROPOLITAN HOUSING AUTHORITY TO ACT AS THE RESPONSIBLE PARTY FOR ENVIRONMENTAL REVIEW PERTAINING TO THEIR PROJECT "THE LAFAYETTE", LOCATED AT 881 LAFAYETTE ROAD, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Memorandum of Understanding with the Medina Metropolitan Housing Authority (MMHA) to act as the responsible party for environmental review pertaining to their project "The Lafayette", located at 881 Lafayette Road
- SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the CPF Grant through HUD requires that the environmental assessment must be submitted with a responsible party and to meet funding deadlines; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** July 14, 2025

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** July 15, 2025

**SIGNED:** Dennis Hanwell  
Mayor

ORD 127-25

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into as of the 24 day of July, 2025, at Medina, Ohio, by and among the City of Medina, an Ohio Municipal Corporation with an address of 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter "City") and Medina Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio, with its principal office located at 120 W. Washington Street, Suite 1-L, Medina, Ohio 44256 (hereinafter "MMHA"),

RECITALS

Whereas, MMHA is the owner of certain real property located in the City of Medina at 881 Lafayette Road, Medina, Ohio 44256 (PPN No. 028-19C-08-134) containing approximately 1.08 acres of land; and,

Whereas, MMHA is utilizing the Property to develop an 11-unit, one-story apartment building (new construction) known as The Lafayette for individuals at risk for homelessness (hereinafter "the Project"); and,

Whereas, the Project will be developed, owned, and managed by MMHA; and,

Whereas, the City recognizes the substantial and positive benefit of the Project on its residents and the City's Planning Department has already approved the Project; and,

Whereas, MMHA has secured funding for construction of the Project through a Community Project Funding (hereinafter "CPF") grant awarded by Congress and administered by the U.S Department of Housing and Urban Development (hereinafter "HUD"); and,

Whereas, CPF grants are subject to HUD's environmental review regulations pursuant to 24 CFR, Part 58; and,

Whereas, MMHA has secured the services of August Mack Environmental, Inc., 4401 Rockside, Road, Suite 300, Independence, Ohio 44131 to prepare the necessary environmental reports for the Project; and,

Whereas, MMHA has also engaged CHN Housing Partners, 3711 Chester Avenue, Suite 100, Cleveland, Ohio 44114 (hereinafter "CHN"), to assist with the Project and coordinate compliance of HUD regulations; and,

Whereas, HUD's environmental review regulations require that a local government serve as a responsible entity for an environmental review conducted under 24 CFR, Part 58; and,

Whereas, the responsible entity assumes legal responsibility that the Project complies with the requirements of the National Environmental Policy Act (hereinafter "NEPA") and other relevant federal environmental laws and authorities, which would otherwise fall to HUD; and,

Whereas, the responsible entity is traditionally the municipality in which a project is located; and,

Whereas, MMHA has asked the City, as the municipality in which the Project is located, to assume the role of responsible entity for the Project's environmental review; and,

Whereas, the City has agreed to assume the role of responsible entity for the Project's environmental review; and,

Whereas, the parties hereto wish to set forth their understanding in this MOU.

NOW, THEREFORE, for the consideration flowing among the parties and in consideration of the mutual promises set forth below, the City and MMHA make the following assurances and commitments:

1. The City agrees to assume the role of the responsible entity whereby it will be responsible for the environmental review process for the Project as provided in


- 24 CFR, Part 58, and its related provisions, including preparing any necessary documentation and making findings related to potential environmental impacts.
2. MMHA agrees to facilitate the remission of all environmental reports and material between August Mack Environmental, Inc. and the City to lessen the City's burden in the receipt and review of environmental reports.
  3. MMHA agrees to facilitate assistance from CHN for compliance with the City's responsibilities under 24 CFR, Part 58 and its related provisions.
  4. It is the express understanding that the City shall not bear any expenses associated with preparation of environmental reports for the Project and MMHA agrees to hold harmless the City against the same. Notwithstanding anything to the contrary contained in this Agreement, MMHA agrees to reimburse the City for any and all costs that the City incurs as a result of entering into this Agreement with MMHA. The City shall notify MMHA of any costs incurred by the City and the reason for the cost, and MMHA shall reimburse the City within thirty (30) days thereafter.
  5. The terms of this MOU may not be modified except in writing signed by all of the parties hereto.
  6. This MOU shall be binding on and shall inure to the benefit of the parties, their successors, and assigns.
  7. The provisions of this MOU are severable, and in the event that any provision is declared invalid, this MOU shall be interpreted as if such invalid provision was not contained herein.
  8. The rights and obligations of the parties hereunder and the interpretation of this MOU shall be governed by the laws of the State of Ohio. All disputes arising under

this MOU shall be resolved in the courts of Medina County, Ohio. The parties hereby consent to submit themselves to the jurisdiction of such courts.

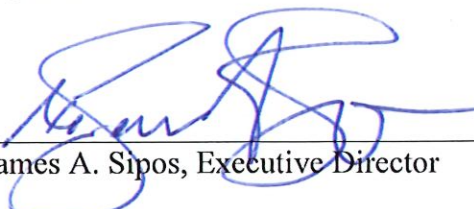
9. The parties agree to bear their own respective legal costs.
10. This MOU may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Medina, Ohio, the day and year first above written.


City of Medina,  
An Ohio Municipal Corporation

By:   
Dennis Hanwell, its Mayor

Medina Metropolitan Housing Authority,  
A public body corporate and politic organized and  
existing under the laws of the State of Ohio

By:   
James A. Sipos, Executive Director

Approved as to legal form and correctness:

  
Gregory A. Huber, Director of Law  
City of Medina

STATE OF OHIO     )  
                                  ) ss:  
MEDINA COUNTY    )

The foregoing instrument was acknowledged before me this 24 day of July, 2025, by Dennis Hanwell, Mayor of the City of Medina, an Ohio municipal corporation, on behalf of the City of Medina.

Greg / Huber  
NOTARY PUBLIC  
n/s Expiration Date

STATE OF OHIO     )  
                                  ) ss:  
MEDINA COUNTY    )

The foregoing instrument was acknowledged before me this 25 day of July, 2025, by James A. Sipos, Executive Director of the Medina Metropolitan Housing Authority, a public body corporate and politic organized and existing under the laws of the State of Ohio, on behalf of the Medina Metropolitan Housing Authority.



TRACY ECKERT  
Notary Public  
State of Ohio  
My Comm. Expires  
August 25, 2029

Tracy Eckert  
NOTARY PUBLIC