

**ORDINANCE NO. 2023-072**

**AN ORDINANCE AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING GRANTING THE CITY OF FINDLAY PERMISSION TO STORE VARIOUS CITY EQUIPMENT IN THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION'S VACANT BUILDING LOCATED AT 0 BLANCHARD AVENUE (PARCEL NO. 610001017675) AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY.**

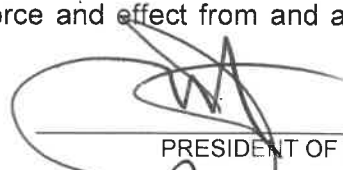
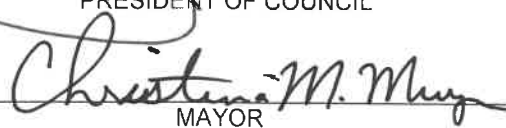
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor and/or Service-Safety Director of the City of Findlay, Ohio be and they are hereby authorized to enter into a Memorandum of Understanding (MOU), hereto attached as Exhibit A to store various City equipment in the Findlay City School District Board of Education's vacant building located at 0 Blanchard Avenue (parcel no. 610001017675) as set forth in the attached Agreement hereto as Exhibit B.

SECTION 2: That the City of Findlay agrees to provide optional demolition services as outlined in the Option for Demolition Services agreement as set forth in the attached Option for Demolition Services hereto as Exhibit C.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to enter into said MOU so that the City of Findlay may store various City equipment in the Findlay City School District Board of Education's vacant building located at 0 Blanchard Avenue (parcel no. 610001017675) at no cost, and in exchange, the City of Findlay will install asphalt and concrete around Findlay City High School athletic fields, with the possibility of later demolishing certain improvements as described in Exhibit C of said Option for Demolition Services.

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
\_\_\_\_\_  
PRESIDENT OF COUNCIL  
  
MAYOR

PASSED August 15, 2023

ATTEST Denise DeVore  
CLERK OF COUNCIL

APPROVED August 15, 2023



OFFICE OF THE MAYOR CHRISTINA M. MURYN

Rob Martin, BSN, MBA Service-Safety Director

Memorandum of Understanding

This Agreement is made and entered into by and between the City of Findlay, Hancock County, Ohio (hereinafter "City") and Findlay City Schools (hereinafter "FCS").

Whereas, it is the intention of FCS to install asphalt surface driveway access around the athletic fields on the Findlay High School campus. This pathway will create a safe and efficient ingress/egress for Safety Service Vehicles during emergency response as well as ADA accessible routes; and,

Whereas, City has agreed to provide the necessary labor to install necessary concrete sidewalks and pave asphalt surface course located on FCS High School Athletic complex (Attachment A).

Now, Therefore, it is the agreement of the parties as follows:

FCS shall provide all material for construction of said project at no cost to the City.

City shall provide all labor necessary to install agreed upon asphalt driveway and concrete sidewalks for FCS athletic complex.

City Engineering Department shall review and approve all storm water drainage patterns.

FCS shall retain ownership of LAND.

IN WITNESS WHEREOF, the undersigned have caused to be executed this Agreement on the date last written below.

Findlay City Schools

Chris Alden NAME

Date: 5/19/23

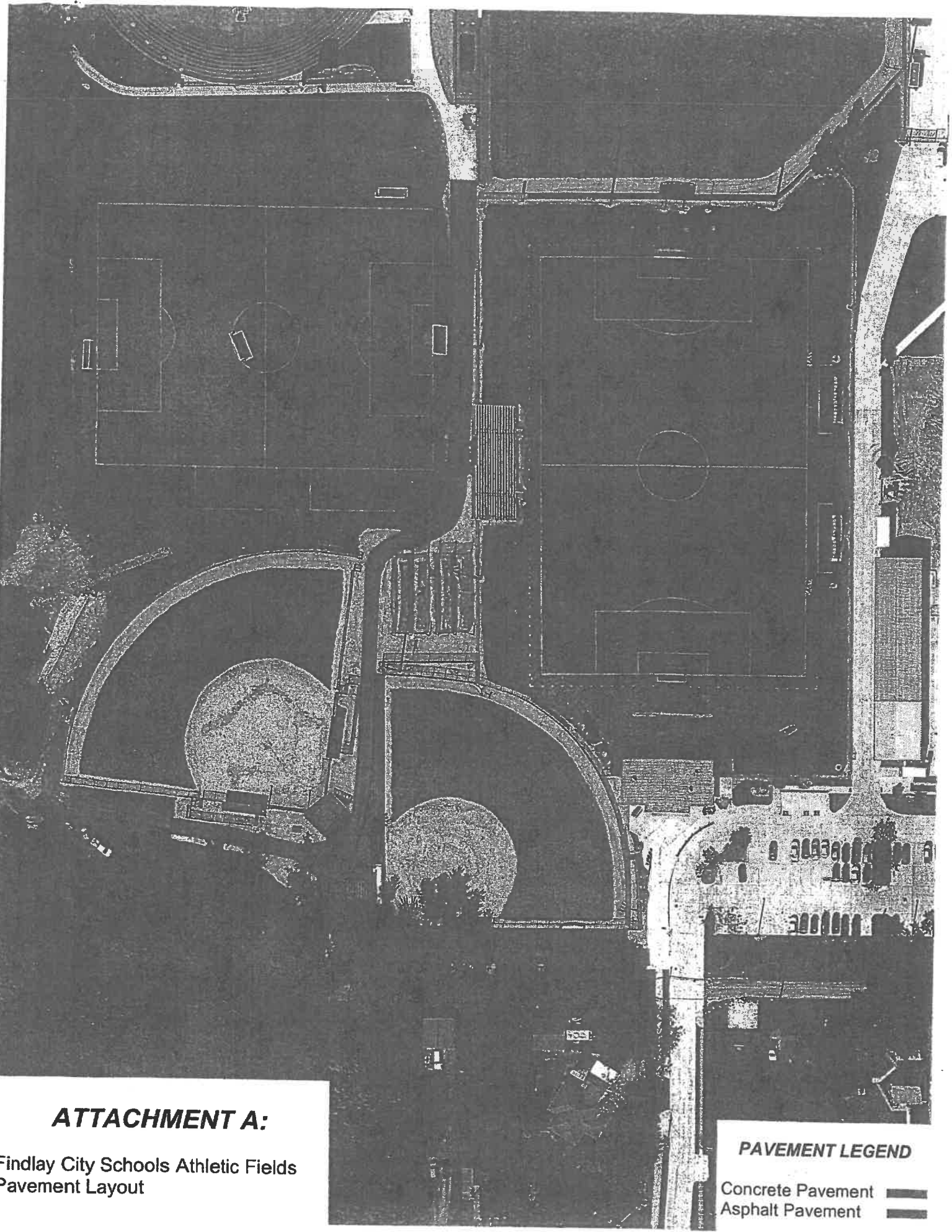
City of Findlay

Christina M. Muryn Mayor Christina M. Muryn

Date: 04/19/2023

Don Rasmussen Law Director

Date: 4/19/23

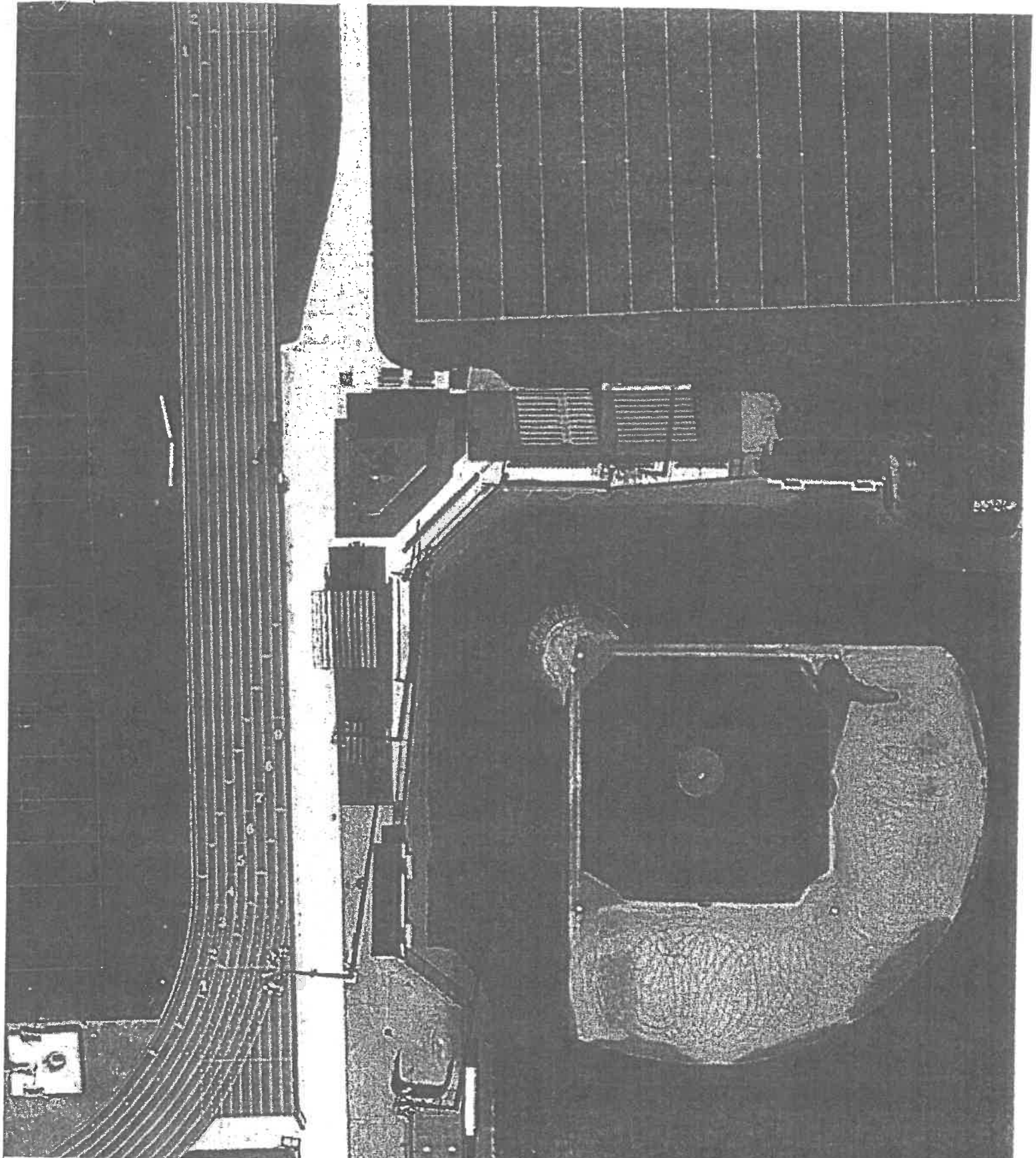


**ATTACHMENT A:**

Findlay City Schools Athletic Fields  
Pavement Layout

**PAVEMENT LEGEND**

- Concrete Pavement
- Asphalt Pavement



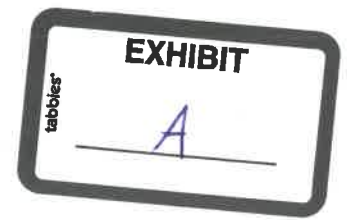
**ATTACHMENT A:**

Findlay City Schools Athletic Fields  
Pavement Layout

**PAVEMENT LEGEND**

- Concrete Pavement 
- Asphalt Pavement 





**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF FINDLAY, OHIO**

**and the**

**FINDLAY CITY SCHOOL DISTRICT**

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by and between the City of Findlay (hereinafter referred to as "CITY") and the Findlay City School District (hereinafter referred to as "FCS").

**WHEREAS**, FCS agrees to grant the CITY permission to utilize their currently vacant building located at 0 Blanchard Avenue (parcel no. 610001017675) for cold storage for the foreseeable future, and;

**WHEREAS**, FCS is allowing the CITY to use said storage building, owned by FCS, at no cost to the CITY, and;

**WHEREAS**, CITY will have full access to said FCS building, therefore, CITY is not liable for said building damage or loss during CITY's use, and;

**WHEREAS**, FCS is not liable for City-owned property that is lost or damaged while stored in said building during the terms of the contract, and;

**WHEREAS**, CITY will provide adequate insurance to cover CITY-owned property stored in FCS building on said property, and;

**WHEREAS**, the Service-Safety Director of the City of Findlay, Ohio is hereby authorized to enter into a contract for storage use of the aforementioned FCS building, and;

**WHEREAS**, said contract shall be renewable in December of each year for a one (1) year calendar term of January 1<sup>st</sup> through December 31<sup>st</sup> of each year with FCS reserving the right to revoke said contract within thirty (30) days of written notice to CITY, and;

**NOW, THEREFORE**, it is mutually agreed between the aforementioned parties to enter into a contract for the City of Findlay, Ohio to utilize Findlay City School District's building for storage use, renewable each year.

City of Findlay:

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Christina M. Mury, Mayor

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Matt Cooper, Findlay City School District

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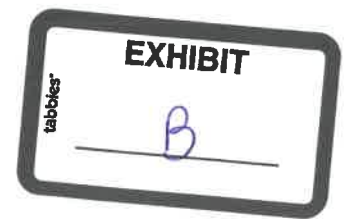
Robert Martin, Service-Safety Director

Approved as to form:

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Donald J. Rasmussen, Law Director

This Instrument Prepared By: Donald J. Rasmussen, Director of Law  
City of Findlay  
318 Dorney Plaza, Room 310  
Findlay, Ohio 45840  
(419) 429-7338



## AGREEMENT

THIS AGREEMENT is made and entered into on the date of the last signature below ("Effective Date") by and between THE CITY OF FINDLAY, OHIO ("City"), and THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Board").

In consideration of mutual promises and benefits set forth herein, the Board will permit the City to store certain vehicles and equipment (collectively "Equipment") on the Board's property described herein ("Premises") in accordance with the following terms and conditions:

1. THE PREMISES: For purposes of this Agreement, the Premises in question shall be the Board's former bus garage known as Parcel Numbers 610001017675, 610001016736, 610000926910 in the records of the Hancock County, Ohio, Auditor. The Premises shall include the garage structure and the connected parking area(s) and/or driveway(s).
2. TERM AND TERMINATION: This Agreement shall be effective from the Effective Date and continue for a period of one (1) year ("Term"). This Agreement may be renewed for additional one (1) year periods upon the signed, written agreement of the City and the Board (each, a "Renewal Term"). In no case, except by further written agreement of the parties, shall the combined Term and Renewal Terms exceed five (5) years. Either party may terminate this Agreement for breach by the other party if, after prior written notice is given by the nonbreaching party, the breaching party fails to remedy or correct the breach within thirty (30) days. Furthermore, the Board may terminate this Agreement at any time and for any reason by giving City fourteen (14) days' advance written notice. The parties may further terminate this Agreement by mutual written agreement.
3. USE OF PREMISES: The Board grants to the City a non-exclusive, non-transferable, terminable right to store Equipment (as described more specifically in Exhibit A hereto) on or in the Premises during the Term of this Agreement. City shall have no other rights or interest in the Premises other than that which is necessary to move the Equipment onto/into and/or out of the Premises. The City shall have reasonable rights of access to the Premises as required to move and/or access the Equipment; however, these shall be subservient to any activities on or in, or use of, the Premises by the Board.

The City shall not be permitted to utilize the Premises for any other purpose and the City shall not utilize the Premises for any purpose contrary to law or the rules or regulations of any public authority, including zoning restrictions, or in any manner so as to increase the cost of hazard insurance. The City shall not store, maintain, or bring hazardous materials on the Premises. The Board shall, in its sole discretion, determine whether an item present on the Premises is a "hazardous material." The City shall not permit members of the public to enter the Premises. The City shall, at its sole cost and expense, be responsible for the care and safeguarding of any Equipment or any other personal property the City brings to and/or stores in or on the Premises.

The City shall at all times abide by all regulations, rules, Board policies, and administrative guidelines of the Board while using and accessing the Premises. The City shall not place anything on the roof or exterior walls of the Premises without the Board's prior written consent.

4. CONSIDERATION: In exchange for the rights conveyed herein to City by the Board, the City shall: (a) execute the Option for Demolition Services attached hereto as Exhibit B; (b) provide the Demolition Services pursuant to Exhibit B (the Option for Demolition Services); and (c) provide such other good and valuable consideration as the parties may agree to from time to time.
5. CONDITION OF PREMISES: The Board is making the Premises available for the City's use herein in an "as-is" condition. The Board makes no, and disclaims all, warranties and/or representations regarding the condition of the Premises and/or its fitness for the City's intended use. This notwithstanding, if the City's use of the Premises, or activities therein or upon, causes loss, damage, disturbance, or harm to the Premises, or any adjacent property of the Board, the City shall repair and/or restore the Premises and/or any of the Board's adjacent property at its sole cost and expense.
6. INSURANCE AND LIABILITY: The City agrees that it shall be liable for any and all claims, harms, losses, and/or other injuries or outcomes, including any governmental order or action, that relate to and/or result from its use of the Premises under this Agreement, including any environmental issues (including for, but not limited to "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.)). Should damage result to the Board's surrounding property as a result of the City's use of the Premises at any point in the future, City shall, at its sole cost and expense, remedy the damage to the Board's property. The provisions of this Section shall survive termination of this Agreement.

The City represents and warrants that prior to entering the Premises it shall procure and maintain, or cause any contractor performing work on the Premises to procure and maintain, a policy of insurance covering City's use of the Premises, including any and all personnel, and Equipment and other personal property to be brought or stored in or upon the Premises. Such insurance shall name the Board as an additional insured. For purposes of clarity, the Board shall not carry or provide any insurance coverage with respect to the City, its Equipment, personnel, and/or any other personal property present or stored in or upon the Premises.

7. INDEPENDENT CONTRACTOR: City acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the Board. City further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of



the Board with respect to any federal, state or local laws. City shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS/OPERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of City's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

8. ASSIGNMENT: The City shall not assign this Agreement without the Board's prior written consent. In the event of such consent, the assignee shall agree in writing to keep and perform all of the obligations of the City arising under the Agreement. Such assignment shall not relieve the City from its liability and obligation under this Agreement.
9. NOTICES: All notices which are required for either party to serve upon the other shall be effectively served if personally delivered, sent by electronic mail to the other party's authorized designee, or sent by certified mail, return receipt requested, to the addresses set forth on the signature page hereof. Either party may, from time to time by written notice given to the other party, specify a new address to which any such notice shall thereafter be sent.
10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue shall be Hancock County, Ohio.
11. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the Board and City that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.
12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Board and City with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between the Board and City in connection with the subject matter hereof. No officer, employee or other servant or agent of City or the Board is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon City or the Board unless in writing and signed by the party affected.

13. MUTUAL DRAFTING: Each party acknowledges that it has had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
14. DUPLICATE ORIGINALS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date last written below.

CITY OF FINDLAY, OHIO

FINDLAY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
ROB MARTIN

By:   
\_\_\_\_\_  
KRISTA MILLER

Its: Service Safety Director

Its: Interim Superintendent

5-18-23  
DATE

5-23-23  
DATE

ADDRESS: 318 Dorney Plaza  
Findlay, OH 45840

ADDRESS: 1100 Broad Avenue  
Findlay, OH 45840

DESIGNEE:  
EMAIL:

DESIGNEE:  
EMAIL:



OFFICE OF  
THE MAYOR  
CHRISTINA M. MURYN

Rob Martin BSN, MBA  
Service-Safety Director

## EXHIBIT A

### Equipment stored at the Old School Bus Garage

#### Public Works Items:

1. Durapatcher
2. Small Tar Kettle
3. Bomag Paver
4. Cube Bus
5. Crack sealer
6. #584 Grader
7. #79 Backhoe
8. #362 Stencil Truck
9. 2023 new international dump truck
10. # 73 Bucket Truck
11. # 128 International Dump Truck
12. #536 Tar Truck
13. #577 Semi and low boy
14. #559 Cat Paver
15. #74 Little Bucket Truck
16. #507 Traffic bucket Truck

#### Police Dept Items:

1. K9 Course and Dog Food
2. National Night Out Items
3. Crime Prevention Trailer

#### Fire Dept Items:

1. Crib and Shoring Rescue Trailer
2. Engine .5 little fire truck

**EXHIBIT B**

**[INSERT OPTION AGREEMENT]**

## OPTION FOR DEMOLITION SERVICES

This Option for Demolition Services (the "Agreement") is entered as of the date of the last signature set forth below ("Effective Date") by and between THE CITY OF FINDLAY, OHIO ("City"), and THE FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Board").

1. TERM: The term of this Agreement begins on the Effective Date and will expire five (5) calendar years therefrom, ("Expiration Date") unless extended upon agreement of the Parties.
2. OPTION FEE: In consideration of the Option granted by this Agreement, the Board shall pay the City a nonrefundable option fee of One Hundred Dollars (\$100).
3. GRANT OF OPTION: In consideration of the Option Fee, and as due consideration for the rights afforded the City pursuant to the Agreement between the parties, dated 5/23/2023 ("Bus Garage Agreement"), the City grants the Board the option to contract with the City, at no cost to the Board, for the City to demolish certain improvements described in Exhibit A, hereto ("Improvements") upon the Premises consistent with the terms and conditions set forth in this Agreement.
4. EXERCISE OF OPTION: At any time following the termination of the Bus Garage Agreement for any reason, but otherwise within the Term of this Agreement, the Board shall have the option to contract with the City, as set forth herein, for the City to demolish the Improvements.
5. DEMOLITION OF IMPROVEMENTS: Upon the Board's exercise of the Option set forth herein, the City, at no cost to the Board, shall proceed to demolish the Improvements upon the Premises as follows:
  - a. Preparation. The City and the Board shall jointly develop, in consultation with any and all appropriate consultants, engineers, contractors, and/or governmental authorities, a demolition plan documenting all steps and procedures for the demolition of the improvements (the "Demolition Plan"). As part of the Demolition Plan, (i) the City shall make any and all necessary preparations to, on, or of the Premises and/or Improvements to adequately and appropriately prepare the Improvements for demolition; and (ii) the Board shall be responsible, prior to demolition, for the removal and/or relocation of any portions of the Improvements, and/or any personal property on or in the Improvements which the Board wishes to preserve.
  - b. Demolition. The City shall carry out the Demolition Plan and all necessary and related demolition work using any and all necessary equipment, personnel, and other resources as the City determines, in its reasonable discretion, to be necessary for the completion of such work.
  - c. Remediation and Restoration. Following demolition of the Improvements, the City shall use commercially reasonable efforts to remove any and all debris, rubble, garbage, and/or any other remaining pieces of the Improvements from the Premises



within a reasonable amount of time. At the direction of the Superintendent, the City shall repair the site following demolition and do all necessary grading and moving of any dirt, soil, and/or gravel on the Premises. The Board will be responsible for any landfill dump fees it incurs.

- d. Expectations. The City shall perform all work described in this Agreement at no cost to the Board, in a good and workmanlike manner, and in accordance with all applicable laws, regulations, and industry standards. The Superintendent shall determine, in his or her/ sole discretion, when all necessary and required work has been satisfactorily completed. The City's obligations under this Agreement will be considered fulfilled only upon written notice from the Superintendent. The City agrees that it shall use all commercially reasonable efforts to minimize interference with the use and occupancy of the Board's adjacent property, buildings, and/or surrounding areas (as applicable).
6. INSURANCE AND LIABILITY: The City agrees that it shall be liable for any and all claims, harms, losses, and/or other injuries or outcomes, including any governmental order or action, that relate to and/or result from any and all work to be performed on the Improvements and/or Premises under this Agreement, including any environmental issues (including for, but not limited to "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.)). The provisions of this Section shall survive termination of this Agreement.

The City represents and warrants that prior to entering the Premises it shall procure and maintain, or cause any contractor performing work on the Premises to procure and maintain, a policy of insurance covering all of City's work on the Improvements and/or the Premises, including any and all personnel, and equipment and other personal property to be used in or upon the Premises. Such insurance shall name the Board as an additional insured. For purposes of clarity, the Board shall not carry or provide any insurance coverage with respect to the City, its equipment, personnel, and/or any other personal property present or stored in or upon the Premises.

7. INDEPENDENT CONTRACTOR: City acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the Board. City further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of the Board with respect to any federal, state or local laws. City shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS/OPERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of City's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

8. NOTICES: All notices which are required for either party to serve upon the other shall be effectively served if personally delivered, sent by electronic mail to the other party's authorized designee, or sent by certified mail, return receipt requested, to the addresses set forth on the signature page hereof. Either party may, from time to time by written notice given to the other party, specify a new address to which any such notice shall thereafter be sent.
9. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue shall be Hancock County, Ohio.
10. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the Board and City that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.
11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Board and City with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between the Board and City in connection with the subject matter hereof. No officer, employee or other servant or agent of City or the Board is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon City or the Board unless in writing and signed by the party affected.
12. MUTUAL DRAFTING: Each party acknowledges that it has had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date last written below.

CITY OF FINDLAY, OHIO

  
\_\_\_\_\_  
ROB MARTIN

FINDLAY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

By:   
\_\_\_\_\_  
KRISTA MILLER

Its: Service Safety Director

5-18-23

DATE

ADDRESS: 318 Dorney Plaza  
Findlay, OH 45840

DESIGNEE:  
EMAIL:

Its: Interim Superintendent

5-23-23

DATE

ADDRESS: 1100 Broad Avenue  
Findlay, OH 45840

DESIGNEE:  
EMAIL:

**EXHIBIT A**

**All improvements to the real property known as Parcel Numbers 610001017675, 610001016736, 610000926910 in the records of the Hancock County, Ohio, Auditor and commonly known as the former bus garage property for the Findlay City School District.**