

AGENDA

**Monday, January 27, 2020
Medina City Hall
Multi-Purpose Room (downstairs)**

Health, Safety and Sanitation Committee (5:30 p.m. – Prior to Finance Comm.)

1. Update from Police, Fire & Sanitation Departments – 2020 Project Reviews

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 20-016-1/27 – Budget Amendments
- 20-017-1/27 – Transfer Request – MCRC Capital Contribution
- 20-018-1/27 – Expenditure Over \$15,000 – T Siegel Consulting - Bicentennial
- 20-019-1/27 – Expenditure Over \$15,000 – Technology Engr. Group – IT
- 20-020-1/27 – PY18 CHIP Rehab – 533 S. Broadway
- 20-021-1/27 – RFQ/RFP – CHIP/CDBG Program Grant Consultant
- 20-022-1/27 – Combined Court Project – Construction Mgr. at Risk Fees
- 20-023-1/27 – Amend Ord. 196-19 – Purchase Agreement w/ County Park District
- 20-024-1/27 – Purchase Ventrac 4500P & Approve Trade-in – Parks
- 20-025-1/27 – Memo of Understanding – City of Medina Railway
- 20-026-1/27 – Bids, 2020 Concrete Street Repair

1/27/20

Batch Number
(Finance use only)
Batch Posted?

RCA Number RCA 20-016-1/27
(Council use only) Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2020-001
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		902-0355-52215	Bicentennial-Contractual	20.00		
		902-0355-52215	Bicentennial-Contractual	15,410.00		
		547-0658-54411	FY19 AIRPORT-CITY SH	1,550.00		
		109-0658-54411	FY19 AIRPORT-STATE SH	29,450.00		
		108-0686-54414	S Broadway-reconstruction	95,000.00		
		108-0684-54414	S Elmwood Bridge	18,901.88		
			Total increases to fund:	15,430.00		
			Total reductions to fund:			
			Total transfers within fund:			

EXPLANATION:

New appropriation for Bicentennial Fund - Coloring book sales, Willard Stephenson Foundation donation for Bicentennial Book.

New appropriation for Eng project #1063.Remarking Airfield.

Increase appropriation for Eng project #992 S Broadway- increasing to include replacement of sanitary sewers - Medina County to reimburse the City for the addl cost.

Increase appropriation for Eng project #925 S Elmwood Bridge.

DEPARTMENT HEAD: Lori Bowers

DATE: 1/21/2020

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. Ord. 25-20

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

No. RCA 20-017-1/27
Committee: Finance & Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: January 10, 2020
SUBJECT: Transfer Request – MCRC Capital Contribution

SUMMARY AND BACKGROUND:

The Finance Department requests Council to authorize the Finance Director to transfer \$100,000 from the MCRC Operating Fund (#574) to the MCRC Capital Fund (#575) in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District, passed by Medina City Council on July 9, 2001, via Ordinance No. 101-01, and amended on November 25, 2013, via Ordinance No. 191-13.

Estimated Cost: \$100,000
Suggested Funding: MCRC Operating Fund #574
Sufficient funds in Account No.: 574-0350-56611
Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

*Ord. 26-20
1-27-20*

RCA 20-018-1/27
Finance Only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

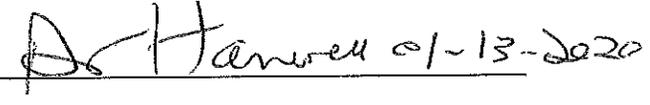
- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/3/2020 Department: Bicentennial

Amount: \$15,410.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 9002-0355-53313

Vendor: T Siegel Consulting/Sigel Press

Department Head/Authorized Signature:  01-13-2020

Item/Description:
Editorial and project management, design fees, printing, and shipping of 100 hard cover and 300 soft cover Hometown America's Bicentennial book.
All costs will be underwritten by a grant from the Stevenson Foundation

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council _____ Date to Finance: _____

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
 - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

T Sigel Consulting/Sigel Press
4403 Belmont Court
Medina, OH 44256
Tel: 330-722-2541
Email: tsigel@sigelpress.com
EIN: 81-2181840

**Medina, Ohio 2018
Hometown America's Bicentennial
Estimated Costs
January 3, 2019**

This estimate includes pre-press activity (editorial and project management) through the printing and publication process. T Sigel Consulting/Sigel Press will handle all aspects of the project. The estimated quote below is for 9 x 12, 360-page coffee table book, with 80# white satin paper stock, 4 color process throughout, matte film lamination 4 color cover. There will be two versions- a hardback (100 units) and softback (300 units).

Pre-Press Estimate

1. Management and Editing Fee of \$60/hr. for an estimated 25 hours	\$1,500.00
2. Graphic Designer fees for design/typesetting	\$2,500.00
3. ISBN# acquisition (two unique ISBN for this book)	\$110.00

Pre-Press Total \$4,110.00

Printing and Shipping Estimate for 300 soft cover and 100 hard cover

1. 300 soft cover @ \$25.00 per unit	\$7,500.00
2. 100 hard cover @ \$34.00 per unit	\$3,400.00
3. Suggested review of digital hard-copy proofs	\$150.00
4. Estimated shipping from printer to Medina	\$250.00

Printing and Shipping Total \$11,300.00

Combined Total Estimate \$15,410.00

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thomas Siegel	
2 Business name/disregarded entity name, if different from above T Siegel Consulting / Siegel Press	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 4403 Belmont Court	Requester's name and address (optional)
6 City, state, and ZIP code Medina, OH 44256	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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or																					
Employer identification number																					
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Thomas Siegel	Date ▶ January 3, 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RCA 20-019-1/27

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

*Finance
Only*

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 61-18)

Date: 1-15-2020 Department: IT

Amount: \$24,127.00 M.R. Number: _____

Account Number: 388-0714-54413 (\$20,452) / 574-0350-53315 (\$3,675.00)

Vendor: Technology Engineering Group Dept. Signature: *D. Z...*

Item/Description:

Citywide Switch & Wireless Access Point Replacement Project. Quotes attached.

Cost to be split between City (388) and Rec Center (574)

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

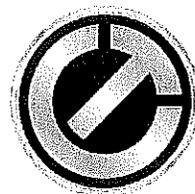
Date to Finance: _____

Clerk of Council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5:00 p.m. on Tuesday before the scheduled Finance Committee meeting.
Thank you.

Technology Engineering Group LLC
 3593 Medina Rd, #239
 Medina, OH 44256
 (330) 974-1249
 info@tegoh.com
 www.tegoh.com

Estimate



ADDRESS
 Mr. Darin Zaremba
 City of Medina
 150 W. Friendship
 Medina, OH 44256

SHIP TO
 Mr. Darin Zaremba
 City of Medina
 150 W. Friendship
 Medina, OH 44256

ESTIMATE #	DATE
1247	01/10/2020

DATE	DESCRIPTION	ITEM	QTY	RATE	AMOUNT
01/10/2020	CISCO MERAKI MS350-48FP L3 STCKPERP CLD-MNGD 48X GBE 740W POE SWITCH	MS350-48FP-HW	2	6,109.00	12,218.00
01/10/2020	CISCO MERAKI MS350-48FP 5-YR LICS ENTERPRISE LICS	LIC-MS350-48FP-5YR	2	1,036.00	2,072.00
01/10/2020	MS220-48LP 1YR LIC	LIC-MS220-48LP-1YR	12	146.00	1,752.00
01/10/2020	Meraki MR52 Cloud Managed AP	MR52-HW	6	735.00	4,410.00

No need to purchase AP licenses, we have them already

TOTAL

\$20,452.00

388-0714-54413

Accepted By

Accepted Date

Technology Engineering Group LLC
 3593 Medina Rd, #239
 Medina, OH 44256
 (330) 974-1249
 info@tegoh.com
 www.tegoh.com

Estimate



ADDRESS
City of Medina Recreation Center 855 Weymouth Rd, Medina, Oh 44256

SHIP TO
City of Medina Recreation Center 855 Weymouth Rd, Medina, Oh 44256

ESTIMATE #	DATE
1249	01/15/2020

DATE	DESCRIPTION	ITEM	QTY	RATE	AMOUNT
01/15/2020	Meraki MR52 Cloud Managed AP	MR52-HW	5	735.00	3,675.00

Rec Center Infrastructure Upgrade Project

TOTAL

\$3,675.00

Accepted By

Accepted Date

Rec Account # 574-0350-53315

OK
Do-Haimel
01-16-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-020-1/27

Committee: Finance

FROM: Sandy Davis

DATE: 1/16/20

SUBJECT: 533 S Broadway- Private Owner Rehabilitation

SUMMARY AND BACKGROUND:

This is a request for a purchase order for Absolute Construction for the Private Rehabilitation project at 533 S. Broadway, Medina, Ohio through the PY18 CHIP program. The contract including the scope of work are attached.

The total contract amount is \$32,984.00. The PO request is for \$33,000.00 in order to accommodate any unforeseen change orders. Any unused funds will be returned to the account from which they came.

Estimated Cost: \$33,000

Suggested Funding: \$33,000

- sufficient funds in Account No. 139-0458-52215 Activity #AC-18-06
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes
Reason:

The City of Medina CHIP program does not have a long list of contractors wanting to participate in the program due to the lengthy processes for payment. Contractor's participating in the CHIP program are put in a hardship cash flow situation and unable to bid on other CHIP projects without the timely payment for work completed.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Medina City Community Housing Impact and Preservation (CHIP) Program

**Agreement for Loan/Grant
and
Contract for Housing Rehabilitation**

This Agreement made and entered into this 11th Day of December 2019, between Katherine Prochey and Asolute Construction Services for a deferred payment/ declining balance Loan to the Owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at: 533 S. Broadway, Medina OH 44256

Owner Agrees:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of **\$32,984.00** in the form of a deferred payments/ declining balance forgivable loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-in-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. Instruct the Contractor to proceed work as of **December 17th, 2019**, unless I, as Owner, exercise my Right of Rescission.
4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of **\$32,984.00** for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund, but will instead have the amount of the mortgage reduced by the appropriate amount. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Rehabilitation Standards.

Contractor Agrees:

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of **\$32,984.00**.
7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
 - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, rehabilitation or paint repair is going on the entire work site, work specifications, and any documents related to this project.
 - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
 - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and rehabilitation in Federally Owned and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.

- d) That Medina City will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard*
- e) *During renovation, remodeling and rehabilitation in Federally owned and assisted Housing program and if I fail to correct the inconsistent work practices.*
- f) That Medina City will not pay for renovation, remodeling, or paintwork done in a non lead-safe manner.
- g) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S EPA at 40 C.F.R 745.227.
- h) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.
- i) **That Medina City will hold 25% of total contract price until Lead Clearance is achieved.**

Owner and Contractor Agree:

- 8. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before any work is started, and signed by the Owner, Contractor and the LPA representative. We further agree that Change Orders will only be allowed to correct unforeseen deficiencies that are code related.
- 9. We understand all the old/salvage materials removed from the Owner's home is now property of the Contractor. The Contractor shall be responsible for disposing of these materials.
- 10. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
- 11. Method of Payment. We agree to the following payment schedule:

Schedule A: Payment in full, **within 30-90 days**, upon satisfactory completion of the entire rehabilitation work contained in the Contract, as determined by Rehab Specialist.

Schedule B: Progress Payment based on the compensation stated in this Agreement and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion as determined by Rehab Specialist:

- 1. Forty Percent (40%) of total Contract amount when at least Fifty percent (50%) of the work is satisfactorily completed.
- 2. The remaining Sixty percent (60%) when all rehabilitation work is satisfactorily completed and inspected and all manufacturer and supplier written warranties, guarantees, releases of liens and claims of liens from subcontractors, suppliers and laborers have been executed and delivered to the LPA.
- 3. Any other payment schedule mutually agreed to by the Owner, Contractor and LPA. If no other agreement is in writing, Item 8B, 1 & 2 will be in force.

Any payments are subject to satisfactory intermediate and final inspections by the LPA. Moreover, a Certificate of Completion must be signed by the LPA prior to Final Payment. If the LPA and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work

Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the LPA, shall be made.

12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.
13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the rehabilitation work, execution of the Contract, or for non-performance of Contract.
14. **Defects after Completion.** The Contractor warranties the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction factlon statement verifies satisfaction of the contractor workman ship and validates final payment. No complaints regarding WORKIMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 months of work completion. THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO ABLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.
15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.
16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance, and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 90 days after the date of Rescission. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.

The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than March 10th, 2020. An extension of time can be given at the Rehab Specialist discretion.
16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehabilitation work and installed materials prior to Final Payment.
17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Section 3 Clause

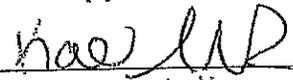
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.
- c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The said parties for themselves their heirs, successor's executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.

OWNER(S):

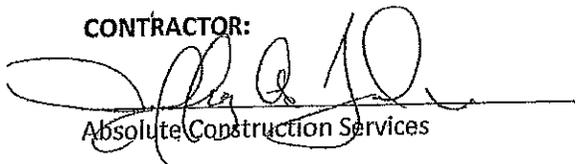


Katherine Miroche

Owner's Address and Phone Number:

533 S. Broadway
Medina OH 44256
(440) 532-1661

CONTRACTOR:



Contractor's Address and Phone Number:

1212 Kale Adams
Leavittsburg, Ohio 44430

WITNESS:



Deborah Kawa, ORDC

"Exhibit A" ABATEMENT

Printed on 11/06/19

Biddable Specifications for 533 South Broadway steve-medina13

Contact Katherine Mrochek
Spec. Writer 440-532-1661

(1) 500
SFCI'S OUTSIDE
NO
10 10

02 Livingroom

00012 This is a Lead Abatement Project

This is a Lead Abatement Project. The contractor and all workers must be licensed as HUD and the state of Ohio requires. All work control methods must be in accordance to Ohio Administrative Code 3701-30-10. All paperwork and notifications must be completed by the contractor as required by C.H.I.P., HUD's Federal and State Law. Attached to the work specs is a copy of the Public Lead Risk Assessment and the Lead Hazard Control Order. The Contractor is responsible for providing the C.H.I.P. and the homeowner a written ongoing maintenance and monitoring schedule for any lead hazard control method which requires this. The contractor is also responsible to do specialized cleaning before clearance testing will be completed. The C.H.I.P. will provide 1 clearance test free of charge to the contractor. If project requires additional testing, then the contractor will be responsible for the testing fees up front to the C.H.I.P. or hire a 3rd party Licensed Risk Assessor to do the testing. Contractor will need to provide the testing results before final payment will be released.

12315 Install aluminum combination storm door

Install 1 1/4" aluminum storm door with continuous hinge. Door to have combination storm and screen panel in passing tracks. Door to be equipped with latching handle, bottom sweep, pneumatic closer, and anti-wind check chain. Door to fit opening completely. Adjust and test closing operation.

1.0 Bid Price \$ 495

15225 Install grounded receptacle.

Install new 15-amp, outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements, Repair all tear out.

1.0 Bid Price \$ 200

15235 Install 3-way switches to existing fixture

Install a pair of 3-way switches at opposite sides of room at entrances. Fish wire and repair all tear-out.

1.0 Bid Price \$ 400

17114 Install steel pre-hung door with window.
(DOORS, AND JAMBS ARE LEAD)

Remove existing door and jamb. Install a pre-hung steel door unit. The new door is to have a window. Homeowner is to choose Window style. Window is to be either a 9-light or fan light style. Keyed passage and dead bolt lockset keyed alike. If more than one door is installed, then all doors are to be keyed alike. Door to be installed per manufacturer's instructions. Reinstall trim. Repair or replace any damage to trim or wall surfaces.

2.0 Bid Price \$ 2000

17218 ADJUST AND SERVICE DOOR.
(DOOR, JAMB, AND CASING IS LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

1.0 Bid Price \$ 200

03 Kitchen

00000 Remove Cabinet doors
(CABINETS, DOORS, AND DRAWERS ARE LEAD)

Remove kitchen cabinet door and install felt bumpers on drawers.

1.0 Bid Price \$ 200

²
DRAWERS ONLY
P.A.W. ARMB

13431 Replace sink trap

Replace trap and all corroded waste lines from wall stub-out to the fixture; ABS and PVC waste line and trap.

1.0 Bid Price \$ 150

15225 Install grounded receptacle.

Install new 15-amp, outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements. Repair all tear out.

2.0 Bid Price \$ 400

15235 Install 3-way switches to existing fixture

Install a pair of 3-way switches at opposite sides of room at entrances. Fish wire and repair all tear-out.

1.0 Bid Price \$ 400

17114 Install steel pre-hung door with window.

(DOOR, JAMB, AND CASING ARE LEAD)

Remove existing door and jamb. Install a pre-hung steel door unit. The new door is to have a window. Homeowner is to choose Window style. Window is to be either a 9-light or fan light style. Keyed passage and dead bolt lockset keyed alike. If more than one door is installed, then all doors are to be keyed alike. Door to be installed per manufacturer's instructions. Reinstall trim. Repair or replace any damage to trim or wall surfaces.

1.0 Bid Price \$ 1000

17218 ADJUST AND SERVICE DOOR.

(THE DOOR, JAMB, AND CASING ARE LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

Does
not

1.0 Bid Price \$ 250

26009 Paint door.
(THE DOOR IS LEAD)

Wet Scrape all painted surfaces of door. HEPA-VAC all peeling and chipping painted surfaces apply 2 coats of latex paint. Area are to be protected with 6-mil poly and tarps.

1.0 Bid Price \$ 75

04 Bathroom

14500 Install dryer vent

Install smooth walled dryer vent through wall at dryer outlet or gas hook-up. Vent shall be 4" smooth walled metal duct. Vent joints shall be connected with hose clamps or silver tape. Screws are not allowed. Vent to have draft prevention louvers or wall cap. Where possible, vent may be installed at a glass block window section.

1.0 Bid Price \$ 190

15322 Replace existing ceiling fixture

Remove existing fixture. Patch any damaged surrounding plaster. Install new fixture homeowner picks style of fixture up to \$35.00 each.

1.0 Bid Price \$ 135

05 Master

12315 Install aluminum combination storm door

Install 1 1/4" aluminum storm door with continuous hinge. Door to have combination storm and screen panel in passing tracks. Door to be equipped with latching handle, bottom sweep, pneumatic closer, and anti-wind check chain. Door to fit opening completely. Adjust and test closing operation.

1.0 Bid Price \$ 495

15225 Install grounded receptacle.

Install new 15-amp, outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements. Repair all tear out.

2.0 Bid Price \$ 400

17114 Install steel pre-hung door with window.

(THE DOOR, JAMB, AND CASING ARE LEAD)

Remove existing door and jamb. Install a pre-hung steel door unit. The new door is to have a window. Homeowner is to choose Window style. Window is to be either a 9-light or fan light style. Keyed passage and dead bolt lockset keyed alike. If more than one door is installed, then all doors are to be keyed alike. Door to be installed per manufacturer's instructions. Reinstall trim. Repair or replace any damage to trim or wall surfaces.

1.0 Bid Price \$ 1000

17218 ADJUST AND SERVICE DOOR.

(THE DOOR, JAMB, AND CAING ARE LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

2.0 Bid Price \$ 420

06 Basement

Final amount of KWB & fees

15132 Install new 200-amp service & complete rewire.

Contractor is to install a new weather head, service mast, entrance cable, meter base, 200-amp service, all new wires, device boxes, switches, and receptacles. Each of the standards contained in this spec shall be used. In addition, the requirements of the National Electrical Code related to each standard shall be applied, along with the principles of safety, capacity, and convenience. Installation of all new electrical wiring, fixtures and equipment shall be done in a neat and workmanlike manner. Secure fastening of fixtures and equipment: Fixtures, boxes, and other equipment shall be securely fastened to the framing members by

100 Amp wires

mechanical means, such as bolts, screws, rivets or approved clips. All light fixtures shall be mounted on approved boxes. All existing receptacle, switch, and junction boxes shall contain a proper cover plate. Specific location requirements: All wiring, switches, receptacles, fixtures, boxes, conduit, fittings and other equipment located in damp or wet locations, that is exposed to direct sunlight, or that is buried shall be appropriately weatherproof, designed and listed for the location, and protected from physical damage as required by the NEC (See articles 310, 312, and 314). Listing of material and equipment: All material and equipment used in electrical installations shall be listed or labeled by a qualified electrical products testing laboratory as defined by NEC Article 90-7. Grounding All electrical systems shall consist of a single phase three wire grounded neutral service entrance and shall provide system grounding and equipment grounding protection. The service panel shall be connected to the grounding electrode system and (2) 8' galvanized or copper clad steel ground rods. Where present, even if the plumbing system is not metal where it leaves the house, metal water pipes shall be bonded to the grounding electrode as a means of grounding the plumbing system to prevent the piping and/or fixtures from becoming energized and hazardous. All wiring and equipment shall conform to the grounding requirements of the NEC. All connections of electrical cables, raceways and equipment shall comply with rules pertaining to grounding continuity. Sizing / Panel The service entrance cable shall have the same rating (amperage) as the meter base and the service equipment. The panel shall bear the UL label and shall be marked as suitable for service equipment. All panel circuits shall be clearly, accurately, and permanently labeled with tags provided and all unused openings shall be properly plugged, capped or sealed with listed material. Sub-panels, add-on boxes or disconnects to existing services for additional circuits, shall be allowed only if the existing service equipment is listed and designed for such extension and the installation follows the NEC. All nominal 240-volt appliances or equipment, except individual baseboard heating units, shall be on separate circuits. Each 240-volt circuit shall be sized per the manufacturer instructions and the NEC, to match the needs of the appliance for which it is intended. Dedicated circuits for the following appliances shall be provided. The circuits for these appliances shall be sized per the manufacturer instructions and the NEC. This will minimize the hazards of overloaded circuits, increase efficiency, and ensure future capacity for installation of additional convenience outlets: Refrigerators, Freezers, Electric Range, Washing machine, Clothes dryer, Electric Water heater, Garbage disposal, Furnace, Microwave oven, Air conditioner, Dishwasher, Water Well & sump pumps, Septic aerators, and Other major electricity consuming appliances All circuit wiring shall be properly sized to serve the load. The loads shall be divided among various circuits to attain a close balance of probable or calculated load as per NEC Article 220-4 (d). Wiring All 2-wire, and cloth covered 3-wire wiring shall be replaced with 3-wire, grounded wiring, as required by the NEC. All unused switches, receptacles, fixtures and conductors shall be removed, where accessible. Any unused openings in outlet, device, pull and junction boxes, conduit bodies and fittings, raceways, cabinets, auxiliary gutters, equipment cases or housings shall be effectively closed with knockout seals. All splices shall be

placed in accessible, approved junction boxes which are properly covered as required by NEC Article 370. All knob-and-tube wiring located in open cavities (e.g. open joist attics, basements) shall be replaced. Receptacles All replacement receptacles shall be listed or labeled by a qualified electrical products testing lab and installed per the manufacturer's instruction. All boxes shall be specifically designed for the purpose, properly sized, mechanically secure and have attached cover plates installed. Receptacles located in damp or wet areas shall be weatherproof and the wiring shall be run in boxes, conduit and fittings listed for wet locations as required by NEC Article 312. Receptacles. All exterior outlets shall be installed in "Exterior in use bubble cover boxes". Grounded receptacles shall not be used with two wire, ungrounded circuits. Tamper resistant receptacles and arc fault breakers shall be installed in all rooms of the house, with the exception of laundries, kitchens, bathrooms, garages, and unfinished basements. All washing machines are to have GFCI protected Single use outlets. All receptacles located in the floor shall be either installed in an approved box listed and labeled for such use or shall be moved to the wall. Metal plates, or another safe method or material shall be used to cover the floor opening. Receptacles shall not be installed above electric baseboard heaters, unless provided for by the exception noted in NEC Article 210-52 (a). All habitable spaces, occupiable spaces, laundry rooms and basements shall have receptacles. In each family room, dining room, living room, parlor, library, den, sun room, bedroom, recreation room, or similar room or area, receptacle outlets shall be installed so that at a minimum each wall has at least one receptacle; or in habitable spaces (i.e. bedrooms, living rooms, parlors, dining rooms and similarly used rooms), receptacles are spaced so that no point along the perimeter of the floor is more than 6' from a receptacle per NEC 210.52. Wherever practical, receptacle outlets should be spaced equal distances apart. The bathroom shall be required to have at least one receptacle outlet, which shall be GFCI protected, and shall be located within 3 feet of the outside edge of each basin. The receptacle shall be located on a wall or partition that is adjacent to the basin or basin countertop, or on the side or face of the basin countertop, not more than 12 inches below the countertop. Receptacles shall not be located within or directly over a bathtub or shower stall. The kitchen shall have the equivalent of 2 GFCI protected duplex receptacles, on two separate 20-amp appliance circuits, at the kitchen countertop space, as a minimum. Kitchens should have GFCI protected receptacles installed at each wall counter space every 48 inches, so that no point along the counter line is more than 24 inches from a receptacle outlet. The kitchen shall also be provided with a non-GFCI protected receptacle for the refrigerator which should be located directly behind the refrigerator. Receptacles installed on a branch circuit shall have the same ampere rating as the branch circuit itself. All newly installed (3 wire grounded system) 15 amp and 20-amp 120-volt receptacles shall be of the grounding type as required by NEC Article 210-7(a). Switches Switch location: Switches shall not be installed in tub or shower areas. New switches shall not be located behind the door swing. All new wall switches shall be located for convenient and readily accessible use. All light fixtures installed in closets shall be surface mounted or recessed incandescent with all lamps completely enclosed, or a

surface mounted or recessed fluorescent fixture with enclosed lamps and shall be installed on the wall 6 inches away from any storage as required by NEC Article 410-8. Smoke Detectors Each dwelling shall have approved smoke detectors, installed in accordance with the manufacturer instructions, located as described in the RRS 6.6.3. n (each bedroom, common area outside bedroom, living area, basement, and 2nd floor if applicable). Smoke detectors shall draw their primary power from the building wiring, with battery backup, and without interruption except for that required for over-current protection. Power shall be 120 volts. The wiring shall be interconnected, so that all detectors sound the alarm when anyone senses smoke. Choose a circuit used often such as a bathroom light so that if the circuit fails it is noticed immediately. NOTE: Important Changes to the 2008 National Electric Code for Residential Use> Receptacles in residential garages, accessory buildings, unfinished basements, and crawlspaces must be GFCI protected or type. This includes refrigerators, freezers, and other equipment, regardless of accessibility.> Combination type AFCI breakers (Arc Fault) breakers are required on all circuits for the following rooms; family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas.> GFCI outlets are required on all outside decks and porches except when less than 20 square feet.> A three or more hole ground bus bar is required to be installed outside at service location for grounding of telephone, cable, or satellite systems.> Drywall around panels must be repaired to within 1/8" of the edge.> Junction boxes for heavy lights or fans must be marked for that purpose.> Romex is not allowed for use in wet or damp locations.> Romex must be protected in all types of locations from physical damage.> Romex can only be run 2 cables per hole to prevent heat buildup.> Sealtite must be used in exterior wet locations. BX metal flex can no longer be used.> Receptacles used outside must be marked Weather Resistant.> All receptacles, including GFCI types, must be Tamper Resistant.

1.0 Bid Price \$

12,289.00

16228 Install glass block window with a vent.
(THE WINDOW SASH ARE LEAD)

Use 6 mil poly and tarps for work area HEPA-VAC paint chips as work proceeds. Remove old window unit completely to block. Install glass block window unit as per manufactures directions. Glass block to be properly struck up and sealed on sides. Unit is to have an operable vent with screen.

3.0 Bid Price \$

800

17114 Install steel pre-hung door with window.
(DOOR, JAMB, AND CASING ARE LEAD)

Remove existing door and jamb. Install a pre-hung steel door unit. The new door is to have a window. Homeowner is to choose Window style. Window is to be either a 9-light or fan light style. Keyed passage and dead bolt lockset keyed alike. If more than one door is installed, then all doors are to be keyed alike. Door to be installed per manufacturer's instructions. Reinstall trim. Repair or replace any damage to trim or wall surfaces.

outside door

NOTE: This is going to be an out-swing door.

1.0 Bid Price \$ 1500

20527 Install handrail

Remove existing handrail. Install one-piece interior grade turned handrail with brass braces securely fastened to wall studs. The handrail shall return to the wall, floor, or post. Treated 2"x4"s are not allowed to be used for handrails. All handrails shall meet the height, continuity, and grip size requirements of RCO 311.5.6

1.0 Bid Price \$ 300

07 Stairs / Landing

15225 Install grounded receptacle.

Install new 15-amp, outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements. Repair all tear out.

2.0 Bid Price \$ 400

15318 Install a 4-way light fixture system

System to be controlled by 3 separate light switches at 3 entrance doorways. Repair all tear out.

1.0 Bid Price \$ 500

*1 down
1 next to bedroom
1 next to office*

16325 Install Low E vinyl replacement window
(THE WINDOW CASING, SILL, AND SASH ARE LEAD)

Remove old window components including storm windows, sash cords, rollers. Install vinyl, double pane, Low E glass window unit with at least a half screen. The sashes must be welded and white in color. The window shall be installed with all hardware and as per manufactures directions. Repair all damage. Replace any broken stops. If stops are replaced, then they must be painted to match existing color as close as possible. Caulk around all stops.

1.0 Bid Price \$ 600

20527 Install handrail

Remove existing handrail. Install one-piece interior grade turned handrail with brass braces securely fastened to wall studs. The handrail shall return to the wall, floor, or post. Treated 2"x4"s are not allowed to be used for handrails. All handrails shall meet the height, continuity, and grip size requirements of RCO 311.5.6

2.0 Bid Price \$ 300

08 Bedroom 1

(wall)

ATTN: ACCESS

15225 Install grounded receptacle.

Install new 15-amp, outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements. Repair all tear out.

2.0 Bid Price \$ 400

16325 Install Low E vinyl replacement window
(THE WINDOW CASING, SASH, AND SILL ARE LEAD)

Remove old window components including storm windows, sash cords, rollers. Install vinyl, double pane, Low E glass window unit with at least a half screen. The sashes must be welded and white in color. The window shall be installed with all hardware and as per manufactures directions. Repair all damage. Replace any broken stops. If stops are replaced, then they must be painted to match existing color as close as possible. Caulk around all stops.

4.0 Bid Price \$ 2600

*NO DOUBLE ALMS
NO GLASS*

17218 ADJUST AND SERVICE DOOR.

(THE DOORS, JAMBS, AND CASINGS ARE LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

2.0 Bid Price \$ 420

09 Rabbit room

15225 Install grounded receptacle.

Install new 15-amp. outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements. Repair all tear out.

3.0 Bid Price \$ 600

15315 Install ceiling fixture and switch

Install a ceiling-mounted light fixture with lamp and globe. Fish wire and install work box, switch and plate at the strike side of the door. Repair all tear-out. Homeowner picks style of fixture up to \$35.00 per fixture.

1.0 Bid Price \$ 300

16325 Install Low E vinyl replacement window

(THE WINDOW CASING, SASH, AND SILL ARE LEAD)

Remove old window components including storm windows, sash cords, rollers. Install vinyl double pane, Low E glass window unit with at least a half screen. The sashes must be welded and white in color. The window shall be installed with all hardware and as per manufactures directions. Repair all damage. Replace any broken stops. If stops are replaced, then they must be painted to match existing color as close as possible. Caulk around all stops.

1.0 Bid Price \$ 650

17218 ADJUST AND SERVICE DOOR.
(THE DOOR, JAMB, AND CASING ARE LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

1.0 Bid Price \$ 220

10 Utility room

17218 ADJUST AND SERVICE DOOR.
(THE DOOR, JAMB, AND CASING ARE LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere. Shim and adjust hinges and strike so that door has positive close and latch.

1.0 Bid Price \$ 220

11 Bedroom 2

15225 Install grounded receptacle.

Install new 15-amp. outlet, box, cover plate, and new 12-2wg wire. The outlet is to be spaced evenly around the room from the other outlets and located so it meets NEC requirements. Repair all tear out.

2.0 Bid Price \$ 400

15315 Install ceiling fixture and switch

Install a ceiling-mounted light fixture with lamp and globe. Fish wire and install work box, switch and plate at the strike side of the door. Repair all tear-out. Homeowner picks style of fixture up to \$35.00 per fixture.

1.0 Bid Price \$ 385

16325 Install Low E vinyl replacement window
(THE WINDOW CASING, SASH, AND SILL ARE LEAD)

Remove old window components including storm windows, sash cords, rollers.
Install vinyl, double pane, Low E glass window unit with at least a half screen.
The sashes must be welded and white in color. The window shall be installed with
all hardware and as per manufactures directions. Repair all damage. Replace any
broken stops. If stops are replaced, then they must be painted to match existing
color as close as possible. Caulk around all stops.

2.0 Bid Price \$ ~~1220~~ 1220

17218 ADJUST AND SERVICE DOOR.
(THE DOOR, JAMB, AND CASING ARE LEAD)

Repair or Replace all missing or broken hardware. Repair oversized screw holes
and replace screws. Plane door as required so it DOES NOT rub Jamb anywhere.
Shim and adjust hinges and strike so that door has positive close and latch.

1.0 Bid Price \$ 220

Total Project Bid Price \$ 32,984

ok
R-Honored
01-16-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-021-1/27
Committee: Finance

FROM: Sandy Davis
DATE: 1/16/20
SUBJECT: RFQ/RFP, CHIP/CDBG Program Grant Consultant

SUMMARY AND BACKGROUND:

This is a request to authorize the Mayor to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for consultant services for the PY20 City of Medina Community Housing Impact & Preservation Program (CHIP) and Community Development Block Grant (CDBG) Program applications including but not limited to Competitive Set-Aside programs and to award a contract to the successful bidder or bidders per grant program.

Suggested Timeline for Applications:

- Finance Committee: January 27, 2020
- Council w/Emergency Clause: February 10, 2020
- 1st Publish: February 11, 2020
- 2nd Publish: February 25, 2020
- Proposals Due March 6, 2020
- BOC Award Contract: March 9, 2020
- Application Due: May 20, 2020

This is an aggressive timeline due to the pre-application process required by the State of Ohio which includes 2 public hearings and a Community Development Implementation & Strategy meeting. Each public hearing requires 10 days public notice.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes
Reason: Application due May 20, 2020

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

LEGAL NOTICE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM &
COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM
CITY OF MEDINA, OHIO

The City of Medina is accepting Statements of Qualifications and Proposals from qualified consultants to provide a range of services related to the implementation of the City of Medina Community Development Block Grant program including preparation of an application for the PY 2020 Community Housing Impact & Preservation Program funds and for the implementation and administration of said grant if awarded.

The City will contract with the consultant who can best provide the services described above beginning approximately March, 2020. The City will use competitive negotiation procedures taking into account the following factors and information requested in the Request for Qualifications in making this award:

- Experience with CDBG and HOME regulations as they pertain to CHIP, the Community Development Block Grant Program and other federal or state housing programs.
- Knowledge of CDBG and/or HOME regulations as they pertain to CHIP and other housing programs
- Housing rehabilitation operation experience
- Ability to meet the necessary deadlines to complete the CHIP/CDBG Application
- Qualifications of staff to undertake contracted obligations
- References relative to prior CHIP and Community Development Program performance

Interested firms and individuals can obtain the scope of services at the Office of Mayor Hanwell, 132 North Elmwood Ave., Medina, Ohio 44256 between the hours of 8:30am and 4:30pm, Monday through Friday beginning February 11, 2020. Qualification Statements and a proposal shall be submitted to the above address no later than 4:00 p.m. Friday, March 6, 2020.

The City reserves the right to reject any or all proposals and to select any proposal deemed most favorable to the City.

Dennis Hanwell, Mayor

City of Medina

Publish: February 11, 2020
February 25, 2020

(Date:)

(Name of Consultant:)

(Address)

Re: Request for Qualifications/Proposals
PY 2020 CHIP and Community Development Programs

Dear Sir or Madame:

The City of Medina, Ohio invites qualified consultants to submit Qualifications/Proposal Statements to provide a range of services related to the implementation of the City of Medina's Community Development Grant Program. Services are including but not limited to necessary planning, application for funding, administration and implementation for various State and Federal Programs including the City's PY 2020 Community Housing Impact & Preservation Program (CHIP) and PY 2020 Community Development Block Grant Programs including but not limited to Competitive Set-Aside Programs.

Specifications for the Qualifications and Experience Statements can be obtained at the address below. Interested parties shall submit Statements no later than 4:00 P.M. on Friday, March 6, 2020 to the address listed below.

The City of Medina, Ohio, reserves the right to reject any or all proposals and to accept any proposal deemed most favorable to the City.

The City of Medina is an Equal Opportunity Employer.

Please return Statements and direct all questions to:

**Sandy Davis
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256
(330) 722-0397**

Sincerely,

Mayor Dennis Hanwell
City of Medina

CITY OF MEDINA
RFQ/RFP – CHIP including PRE-APPLICATION PLANNING
CDBG COMMUNITY DEVELOPMENT PROGRAM
SPECIFICATIONS FOR REQUEST FOR CONSULTANT QUALIFICATIONS/PROPOSAL

Consultant qualifications/proposal shall be received at the office of the Mayor, Dennis Hanwell, 132 North Elmwood Avenue, Medina, Ohio 44256, no later than 4:00 p.m. on March 6, 2020.

I. GENERAL SCOPE OF SERVICES

A. PLANNING AND GRANTSMANSHIP

1. Assist in preparation of grant applications for various State, and Federal Programs Including Community Development Block Grant (CDBG) Programs and Community Housing Impact & Preservation Program (CHIP) including CHIP Pre-Application Planning Process as required by the Office of Community Development, Development Services Agency.
2. Administration duties required by CHIP and CDBG Programs including environmental Assessment files; performance reports; grant amendments, if necessary; project closeouts; Implementation of housing rehab programs.

II. SPECIFIC ITEMS TO ADDRESS

Qualifications and Experience Statements must address the following factors, which will be used as evaluation criteria for selection:

1. Experience in the Administration of CDBG and CHIP Programs and other Federal Programs; experience in preparation of the CDIS as well as CHIP Pre-application Planning process.
2. Professional Qualifications of personnel of the Firm, Resumes and training certifications of Key Personnel including hourly rate of staff involved, and typical fees for CHIP administration and implementation and/or CDBG Community Development Allocation programs including Competitive Set-aside programs; fees to be governed by the Office of Community Development requirements.
3. Experience working with projects involving the Administration and implementation of Federal and/or State Funds.
4. Past Record of Performance on Contracts related to Federal or State Grants or similar Services.
5. Past Record of Performance in relation to Architectural and Engineering Services On Federal, State and Local programs.
6. Ability or capacity of the Firm to perform work within the time limitation as defined By the specific grant, taking into consideration the current and planned work load of the Firm.
7. Furnish lead licenses of staff involved in lead risk assessment, lead rehabilitation Specifications and lead clearance.

Medina City has the right to interview any or all Consultants and select the Firm based upon review and analysis of the qualification statement. Medina City will enter into a contract with the responsible offeror whose qualifications will be most advantageous to the specific project and subject to negotiations at fair and reasonable compensation with the responsible offeror, for the period beginning approximately March of 2020 up to and including December 31, 2022 or the end of the grant period, whichever is later.

It must be noted that services requested will be paid with CDBG and/or HOME funds. The maximum amount of any contract with the consultant will be limited to the amounts governed by CDBG and HOME requirements. Contracts awarded for administration and implementation of CHIP grants will be for one grant period only with the grant period being defined by the grant agreement.

III. PRELIMINARY PROJECT SCOPES

The following is an example of the scope of work

SCOPE OF SERVICES FOR CHIP

- A. CHIP Grant Application
 - 1. Assist the City in the Pre-planning process, Citizen Participation process, Partnership structure and formulation of the administrative and implementation plan and budget.
 - 2. Prepare the OCEAN on-line grant application and provide copies of the application to the city.

- B. Administration of the CHIP Grant Program
 - 1. Preparation of Environmental Reviews in compliance with the requirements of 24 CFR Part 58.
 - 2. Provide assistance and general administration services to the City of Medina Community Development staff, as needed, with housing inspections, cost estimates, work write-ups, lead based paint services, and bidding procedures.
 - 3. Program Management including determination of applicant eligibility, ranking of Eligible applicants, change orders, work quality, file maintenance and record keeping requirements, compliance with stated grant milestone requirements and Reporting requirements.
 - 4. Meet with local lenders and market the Homebuyer Acquisition Assistance Program, if applicable.
 - 5. Resolve Owner/Contractor issues.
 - 6. Provide the city with Homeowner Acquisition Assistance Program Manual and program Guidelines, which develop implementation procedures, policies, and criteria for lenders to follow in making down payment assistance, if applicable.
 - 7. Provide the city with Housing Rehabilitation Program Manual and program guidelines Which include program design, implementation procedures, forms and specifications and/or updates to meet Office of Community Development, Development Services Agency Program requirements.
 - 8. Meet with program participants on a regular basis and attend public meetings.
 - 9. Implementation of Lead Based Paint Hazard Reduction requirements.
 - 10. Preparation of CHIS/CDIS document, update or pre-application planning Documents in accordance with the most recent Office of Community Development, Development Services Agency requirements.

SCOPE OF SERVICES
CDBG COMMUNITY DEVELOPMENT ALLOCATION PROGRAM
AND COMPETITIVE SET-ASIDES

The CONSULTANT shall perform the necessary technical and professional services in connection with the CDBG Community Development Allocation Program in accordance with the basic requirements of the US Department of Housing and Urban Development (HUD) and the Ohio Development Services Agency (ODSA) Office of Community Development (OCD). These services included the following:

A. Allocation Grant Application

1. Scheduling, advertising and convening all required public hearings.
2. Soliciting funding proposals from City Departments, agencies and community non-profit organizations.
3. Determining eligibility of projects and proposals with City Staff, including conducting or overseeing income surveys.
4. Prepare the OCEAN on-line grant application and provide copies of the application to the City.

B. Administration of the Allocation Grant Program and/or Set-aside Programs.

1. Preparation of the environmental review record (ERR) and obtaining the appropriate "Release Of Funds" forms for all of the Allocation projects.
2. Coordination with the Ohio Historic Preservation Office, the Ohio EPA, ODOT, Community Development Department and any other local State/Federal agencies as needed for project execution.
3. Overseeing the technical aspects of all Allocation-funded construction, planning and materials/ Equipment procurement projects (e.g., federal wage rates, the preparation of bid documents, Pre-construction conferences, overseeing required labor interviews and payroll verifications, etc.) in compliance with CDBG rules and regulations.

C. Technical Assistance

1. Preparation of program status reports
2. Maintaining program files
3. Preparing for and attending all Office of Community Development Department program monitoring conducted by State Field Representatives
4. Preparing monitoring responses on behalf of the City to the Office of Community Development Department
5. Completing the program's final performance report
6. Executing program amendments and/or extensions if needed
7. Providing guidance with general financial and program administration, CDBG construction, management, CDBG materials/equipment procurement, as well as information regarding program and regulation changes.

SCOPE OF SERVICES FOR CDBG PROJECT

1. Preparation of Environmental Reviews in compliance with the requirements of 24 CFR Part 58.
2. Provide assistance to City staff, as needed, with inspections, cost estimates, work write-ups and bidding procedures
3. Provide on-going day-to-day technical assistance to City staff, as required, on change orders, work quality, file maintenance and record keeping requirements, compliance and reporting requirements, and program management.
4. Assist in resolving Contractor issues.
5. Provide the City with program guidelines, which include program designs, implementation procedures, forms and specifications to meet the Office of Community Development program requirements.
6. Meet with program participants on a regular basis and attend public meetings.
7. Provide design services (Architectural, Civil, Electrical, Mechanical, and Structural); Construction Procurement Services (bidding, pre-bid meeting, questions, bid opening, review of bids, and recommendation of award); and contract administration (contract preparation, pre-construction meeting, assistance with submittal and pay request review, periodic site visitation, and project close out) for the specific project.

CONSULTANT _____ DATE _____

REQUEST FOR CONSULTANT QUALIFICATION STATEMENT/PROPOSAL RATING SHEET

ITEM	POSSIBLE POINTS	POINTS GIVEN	COMMENTS
1. Experience in the Administration of CDBG and CHIP Programs and other Federal Programs	20		
2. Professional Qualifications of the Firm and Resumes of Key Personnel including hourly rate of staff involved, and typical fees for CHIP administration and implementation and/or CDBG Allocation or Competitive Set-Aside programs administration and implementation	10		
3. Familiarity of the Firm with the type of services to be performed	10		
4. Experience working with projects involving the Administration and implementation of Federal and/or State Funds	10		
5. Past record of performance on contracts related to Federal or State grants or similar services	10		
6. Past record of performance in relation to Architecture and Engineering Services on Federal and State programs	10		
7. Ability or capacity of the Firm to perform work within the time limitation as defined by the specific grant, taking into consideration the current and planned work load of the Firm	20		
8. Furnish list of CDBG and CHIP projects, and/or other Federal, State and Local Programs that your Firm has been involved	10		
9. Bonus Points – Familiarity with Medina City/County Officials, Processes, programs	5		

ok
D. Hanwell
1-21-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-022-1/27

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: January 21, 2020

SUBJECT: Construction Manager at Risk Fees for Combined Court Project

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization to pay 25% of the Construction Manager at Risk Services with Gilbane Building Company of Cleveland, Ohio. Total preconstruction fee is \$149,190 of which the City will be responsible for 25%. Requesting Council to authorize an amount not to exceed \$38,000, which will be split between the below account numbers, which are City General Purpose Capital account 301-0707-54412 and Court Special Projects fund 169-0705-54412. Additional construction fees for this vendor will be paid once the project commences. The total project cost is still being determined.

Estimated Cost: Not to exceed \$38,000

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. 301-0707-54412 – 19K
169-0705-54412 – 19K

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Dennis Hanwell

From: Scott Miller <smiller@ohmedinaco.org>
Sent: Wednesday, January 15, 2020 5:40 PM
To: Dennis Hanwell
Subject: Gilbane Pricing
Attachments: Pages from Gilbane Building Company Medina County Courthouse RFP_electronic.pdf;
Scoring.xlsx

Dennis,

Attached is the proposed pricing submitted by Gilbane for CMAR Services. This is broken down into two parts: Preconstruction Services; Construction Services. The preconstruction services are set at \$149,190, so the City's portion would be approximately \$37,298. The Construction fee amount will be dependent on the Guaranteed Maximum Price (GMP) and actual costs for general conditions. The construction fees should be allocated on a square footage basis.

I've also attached the spreadsheet showing a comparison between the four finalists. Please call should you have any questions.

The agreement entered into between the City and County included both architectural and CMAR services, so there is no need to enter into another contract to allocate these costs. The City however will have to adopt another resolution authorizing their portion (\$37,298) of the CMAR preconstruction costs.

Please feel free to give me a call should you have any questions.

Scott Miller, CPA
Medina County Administrator
Phone (330) 722-9201
Fax (330) 722-9206

PROPOSAL FORM 4

PRICE PROPOSAL

PRECONSTRUCTION FEE

Provide the following fee information as described in the RFP and the Contract Documents at Attachment C to the RFP.

Preconstruction Fee	\$ <u>149,190.000</u>
---------------------	-----------------------

CONSTRUCTION FEES*

Item	Proposed Fee
(A) Construction Fee	<u>1.35</u> % of the Cost of the Work This Construction Fee includes the CMR's <u>.35</u> % "At-Risk Fee"
(B) General Conditions**	\$ <u>62,711</u> per month Based off the 16 month schedule
(C) Contingency	<u>2</u> % of the Cost of the Work

* = These values must be consistent with Proposer's GMP Proposal.

** Attach a separate sheet with a detailed breakdown of all items comprised in the General Conditions (Itemized General Conditions). Any costs not listed such Itemized General Conditions will be assumed to be included in the Construction Fee.

December 2, 2019

Scott Miller
Medina County Administrator
Medina County Commissioners
144 North Broadway St.
Suite 201
Medina, Ohio 44256

RE: Medina County Request for Proposals | Construction Management at Risk Services Medina Courthouse

Dear Mr. Miller,

Thank you for the opportunity to present our proposal for construction manager at-risk services for the Medina County Courthouse in Medina County. This project will position Medina County to serve your justice needs well into the future and we would be honored to be a part of your team to make your project a success.

Based on our review of the project, below are samplings of the areas where Gilbane will provide the County added value:

- › This project involves unique challenges. We believe that Gilbane’s regional and national courthouse experience, coupled with a proven history of delivering successful projects in Northeast Ohio, positions us well to service these unique challenges for all involved stakeholders.
- › Gilbane has been the construction manager on over 50 courthouse projects including the award-winning Franklin County Courthouse.
- › We propose a project team with a successful track record of working together to the benefit of their clients.
- › Making certain that a strong partnership exists among all stakeholders (County, City, user groups, etc.) so that the project planning proceeds forward in a smooth and effective fashion.
- › Ensuring that trust is built and maintained among team members so informed decisions can be made at all phases of the project.
- › Minimizing disruption to any adjacent buildings during construction so that the County/City can continue to provide excellent services for all residents.
- › Securing safety of the site, all adjacent properties, staff and visitors is of the utmost importance to our team.
- › Through recent experiences and the amount of construction we manage in the area, we know the local contractors and suppliers. Our team will work diligently to create a bid package strategy to give appropriate opportunities to local, capable contractors who are interested in the project. We do not self perform work, so you are assured, we are getting the best subs at the best price because we don’t compete with them with our own forces.

**GILBANE
CORE VALUES:**

INTEGRITY

TOUGHMINDEDNESS

TEAMWORK

DEDICATION TO
EXCELLENCE

LOYALTY

DISCIPLINE

CARING

ENTREPRENEURSHIP

- › The proposed management team is positioned well to serve the needs of the project. They have successfully worked through various concerns and issues, and will bring this experience and "lessons learned" to your project. This working knowledge ensures there is no learning curve and will enable the project team to begin working together immediately.

Thank you again for this exciting opportunity. Given all of these factors, we are confident we can meet and exceed the needs of Medina County to deliver a project everyone will be proud to be a part of.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Meyer", with a long, sweeping horizontal line extending to the right.

Brett Meyer, Senior Vice President
Principal-in-Charge, Gilbane Building Company

	Gilbane***		Mosser *		Turner **		Ruhlin****	
Proposal	2		1		1		2	
Cost	2		2		1		1	
Local Participation	2							
Staffing	2		2		2		2	Local
Familiarity	2		1		1		2	
Courthouse Exp	2		1		1		2	
Self Perform	2	No	1	Yes	1	Yes	2	No
	14		9		8		13	
Pre-Construction	\$ 149,190		\$ 195,972		\$ 185,892		\$ 350,000	
General Conditions	\$ 1,008,876		\$ 1,321,980		\$ 2,066,324		\$ 1,263,440	
Estimated GC per month	\$ 62,711	16 Months	\$ 50,090	22 months	\$ 81,004	18 months	\$ 63,172	20 months
Construction Fees Est.	1.35%		3.25%		2.50%		2.25%	
Contingency	2.00%		2.00%		2.50%		2.50%	
Estimated Cost Based on Proposal	2,425,566		3,512,952		3,966,324		2,563,440	

* Mosser Constructed the Lorain Municipal Court which has issue with HVAC water condensation
 ** Turner is currently workign on a project in Cincinnati which experienced a major accident in Dec
 *** Seneca County Courthouse Experience and is using Florilli construction, a local firm for contracting
 and many individuals working for the company live in Medina County.
 **** Headquartered in Sharon Township

IN THE MEDINA MUNICIPAL COURT
COUNTY OF MEDINA, OHIO

ADMINISTRATIVE ORDER AND JOURNAL ENTRY

By this Administrative Order and Journal Entry ("Journal Entry"), and pursuant to R.C. 1901.26(B), the Court hereby authorizes the following disbursement of funds from the Court's Special Projects Fund (169-0705), subject to the conditions stated herein:

1. The total amount of funds authorized for disbursement shall be \$19,000.
2. The City of Medina, Ohio ("City") and the County of Medina, Ohio ("County") have entered into an Agreement ("Agreement") to Share Costs of Professional Design, Planning, and Construction Management Services for the Joint Construction and Management of a Count-City Courthouse ("New Courthouse").
3. The New Courthouse will be located at the site of the existing County Courthouse in the City, and will combine operations of the Medina Municipal Court and County Court of Common Pleas.
4. The Agreement obligates the City to bear 25% of the design phase costs for the New Courthouse, including costs for design services provided by Branstetter Carroll and costs for construction manager at risk services incurred by the County during the design phase (collectively "Design Phase Costs").
5. The Agreement obligates the City to pay its 25% of such Design Phase Costs to the County on a reimbursement basis.
6. The funds authorized for disbursement by this Journal Entry will be in an amount not to exceed \$19,000 for the Court's 50% of the City of Medina's 25% share for Gilbane Building Company out of Cleveland for the Construction Manager at Risk services for the Courthouse project.
7. Within 5 business days of each withdrawal, the City shall report to the Court the date and amount of each withdrawal it makes from the Special Projects Fund authorized by this Journal Entry, and include copies of all corresponding reimbursement requests it receives from the County and to which the withdrawal was applied.
8. Any balance of the funds not disbursed as authorized by this Journal Entry shall remain in the Court's Special Projects Fund.

SO ORDERED.



The Honorable Gary F. Werner
Judge of the Medina Municipal Court

1-21-20
Date

2020 JAN 21 AM 11:16

FILED
MEDINA MUNICIPAL COURT

✓

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gilbane Building Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=G corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.

7 Jackson Walkway

6 City, state, and ZIP code

Providence, RI 02903

7 Last account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

0	5	-	0	4	9	5	5	3	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____

Date ▶

11/5/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ORDINANCE NO. 98-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF MEDINA COUNTY, OHIO TO SHARE COSTS OF PROFESSIONAL DESIGN, PLANNING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE JOINT CONSTRUCTION AND MANAGEMENT OF A COUNTY-CITY COURTHOUSE, 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 an Agreement to Share Costs of Professional Design, Planning and Construction Management Services for the Joint Construction and Management of a County-City Courthouse.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funds to cover the Agreement in the amount not to exceed \$133,000.00 to Brandstetter and Carroll Architects are available as follows: \$66,500.00 in Account No. 169-0705, and \$66,500.00 in Account No. 301-0707.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason services are currently being provided on the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 24, 2019

SIGNED: [Signature]
President of Council

ATTEST: [Signature]
Clerk of Council

APPROVED: June 25, 2019

SIGNED: [Signature]
Mayor

Exh. A
Final 7-Jun-2019

ORD. 98-19

AGREEMENT TO SHARE COSTS OF PROFESSIONAL
DESIGN, PLANNING AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE JOINT CONSTRUCTION AND MANAGEMENT
OF A COUNTY-CITY COURTHOUSE

This Agreement (the "Agreement") is made and entered into as of the 25th day of June, 2019, by and between the BOARD OF COMMISSIONERS OF MEDINA COUNTY, OHIO (the "County"), a county duly organized and validly existing under the laws of the State of Ohio, and the CITY OF MEDINA, OHIO, (the "City"), a municipal corporation duly organized and validly existing under its Charter and the laws of the State of Ohio, pursuant to County Resolution No. 190505, adopted by the Board of County Commissioners on June 11, 2019, and City Ordinance No. 98-19, passed by the City Council on June 24, 2019.

RECITALS

WHEREAS, Section 153.61 of the Revised Code provides that a county and a municipal corporation may enter into an agreement providing for the joint construction, acquisition or improvement of any public work, public building or other permanent improvement benefiting the parties thereto and providing for the joint management, occupancy, maintenance, and repair thereof; and

WHEREAS, the City has an interest in relocating and updating the City's existing Municipal Court facilities (now located at 135 North Elmwood Avenue, Medina, Ohio 44256), and desires to work with the County to evaluate whether it would be feasible and cost effective to locate the Municipal Court at the site of the existing County Courthouse (the "Courthouse Site"); and

WHEREAS, the County and the City have reached an agreement to share the costs of professional design, planning and construction management services to prepare detailed design specifications for the joint construction of a new combined County/City Courthouse ("New Courthouse") at the site of the existing County Courthouse ("Existing Courthouse") that would accommodate the various divisions of the Medina County Court of Common Pleas and the Medina Municipal Court using the construction manager at risk procurement process set forth in Sections 9.33 through 9.335 of the Revised Code; and

WHEREAS, the County, in accordance with the process set forth in Sections 153.65 through 153.69, has selected the architectural firm of Brandstetter Carroll as the firm most qualified to prepare detailed design and construction plans for the construction of a new courthouse and has negotiated a contract for those services as set forth in the design services contract attached hereto as Exhibit A, and

WHEREAS, the County will be requesting qualifications of construction managers pursuant to the process set forth in Sections 9.33 through 9.335 of the Revised Code and various sections of the Ohio Administrative Code to engage an appropriate construction manager at risk during the design phase; and

WHEREAS, the County and the City have agreed to share the costs of this preliminary planning in the ratio of 75% to be paid by the County and 25% to be paid by the City, unless the City for any reason opts out of the process; and

WHEREAS, the County and City recognize if a joint project is advisable, they will need to negotiate an agreement that conforms with the requirements of R.C. Section 153.61 to allocate responsibilities for the joint construction, ownership, maintenance and operation of a joint facility.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth, and for other good and valuable consideration, the County and the City agree as follows:

Section 1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the agreement as if fully re-written herein.

Section 2. County's Obligations. The County shall:

- a. Enter into an agreement with Brandstetter Carroll substantially in the form attached hereto as Exhibit A,
- b. Engage a construction manager at risk in accordance with the process set forth in Section 9.33 through 9.335 of the Revised Code and various sections of the Ohio Administrative Code,
- c. Keep the City and the Facilities Planning Taskforce informed of every step of the planning process and include City representatives in all processes, and
- d. Invoice the City for 25% of the costs of architect and construction manager services as soon as practicable after invoices have been received.

Section 3. City's Obligations. The City shall:

- a. Actively participate in the planning process through its representatives to the Facilities Planning Taskforce,
- b. Reimburse the County 25% of the amount paid to the Brandstetter Carroll for design services performed under the agreement attached as Exhibit A,
- c. Reimburse the County 25% of any amount paid to a construction manager at risk engaged by the County in accordance with the process set forth in Section 9.33 through 9.335 of the Revised Code for services rendered during the design phase.

Section 4. Facilities Planning Taskforce. A working group has been formed to provide input into the process of evaluating and planning for the renovation of County and City court facilities, known as the "Facilities Planning Taskforce," which consists of County and City representatives (the "Taskforce"). The Taskforce shall continue to meet on a regular basis to oversee the work of the planning professional retained by the County and shall make a recommendation to both the County and the City as to the advisability of a joint project and the next steps forward.

Section 5. Termination for Convenience. The City may terminate this agreement by giving written notice to the County, if the City determines, in its sole discretion, that it no longer desires to participate in the joint planning and joint construction of a New Courthouse at the Site. Such termination shall become effective upon the County's receipt of the written notice. Upon

such termination the City shall pay its 25% share of the costs incurred hereunder as of the effective date of termination.

Section 6. Contingencies. Any obligations set forth herein are contingent upon availability of public funds (as determined in the sole discretion of the respective legislative authorities of the County and City). Any joint construction project recommended by the Taskforce is contingent upon the approval of a joint construction agreement that meets the statutory requirements of R.C. Section 153.61 and receives the approval of the legislative authorities of both the County and City in accordance with Ohio law and the City charter.

IN WITNESS WHEREOF, this Agreement is signed the date first written above.

COUNTY OF MEDINA, OHIO

By: [Signature]
County Commissioner

By: [Signature]
County Commissioner

By: [Signature]
County Commissioner

Approved as to Form and Correctness

[Signature]
MICHAEL K. LYONS
Chief Assistant, Civil Division
Medina County Prosecutor's Office

CITY OF MEDINA, OHIO

By: [Signature] 6/25/2019
DENNIS HANWELL, Mayor

Approved as to Form and Correctness

[Signature]
GREGORY A. HUBER
Law Director, City of Medina

REGULAR MEETING -- TUESDAY, JUNE 11, 2019

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk William F. Hutson Patricia G. Geissman

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hutson.

RESOLUTION NO. 19-0585

APPROVING AN AGREEMENT TO SHARE COSTS OF PROFESSIONAL DESIGN, PLANNING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE JOINT CONSTRUCTION AND MANAGEMENT OF A COUNTY-CITY COURTHOUSE

WHEREAS, the Medina County Board of Commissioners and the City of Medina have held ongoing discussions regarding the proposed joint Medina Courthouse Project; and

WHEREAS, Section 153.61 of the Ohio Revised Code provides that a county and a municipal corporation may enter into an agreement providing for the joint construction, acquisition or improvement of any public work, public building or other permanent improvement benefiting the parties thereto and providing for the joint management, occupancy, maintenance and repair thereof; and

WHEREAS, the County and the City have reached an agreement to share the costs of professional design, planning and construction management services to prepare detailed design specifications for the joint construction of a new combined County-City Courthouse that would accommodate the various divisions of the Medina County Court of Common Pleas and the Medina Municipal Court using the construction manager at risk procurement process set forth in Sections 9.33 through 9.335 of the Ohio Revised Code; and

WHEREAS, the County and the City have agreed to share the costs of this preliminary planning with 75% to be paid by the County and 25% to be paid by the City, unless the City opts out of the process for any reason.

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the Agreement to Share Costs of Professional Design, Planning and Construction Management Services for the Joint Construction and Management of a County-City Courthouse be approved.

Voting AYE thereon: Mrs. Swedyk, Mr. Hutson and Mrs. Geissman

Adopted: June 11, 2019

Prepared by: County Administrator

REQUEST FOR COUNCIL ACTION

No. RCA 20-023-1/27

FROM: Dennis Hanwell, Mayor

Committee: Finance

DATE: January 21, 2020

SUBJECT: Amendment to Purchase Agreement w/ County Park District

SUMMARY AND BACKGROUND:

Ord. 196-19, passed December 9, 2019 authorized the Purchase and Sale Agreement between the Medina County Park District and the City of Medina for the purchase of three (3) acres of real property.

The cost of the 3 acres of land approved is \$27,000. The Agreement states the City is going to share the cost of the lot split and closing costs, however, in the original ordinance we did not take into consideration the extra costs for the lot split. This request is to increase the authorized amount of Ord. 196-19 an additional \$2,000.00 to cover the lot split and closing costs. Stewart Title is handling this transaction.

The increase will be from \$27,500.00 to \$29,500.00.

Estimated Cost: \$2,000.00

Suggested Funding:

- sufficient funds in Account No. 143-0748-54411
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Currently working on closing of the sale.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

American Land Title Association

ALTA Settlement Statement - Buyer
Adopted 05-01-2015

File No./Escrow No.: 628276
Print Date & Time: 1/22/2020 3:12:52 PM
Officer/Escrow Officer: Brittney Esser

Stewart Title Company
4015 Medina Road, Suite 70
Medina, OH 44256
(330) 723-7074

Properly Address: 3 ACRES LAFAYETTE ROAD
MEDINA, OH 44256 (MEDINA)
(028-19C-23-001)

Buyer: CITY OF MEDINA, OHIO
132 North Elmwood Ave.
Medina, OH 44256

Settlement Date: 3/13/2020
Disbursement Date:

Description	Buyer	
	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$27,000.00	
Title Charges		
Owner's coverage \$27,000.00 Premium \$175.00 to Stewart Title Company	\$87.50	
Settlement or closing fee to Stewart Title Company	\$350.00	
Title examination to Stewart Title Company	\$162.50	
Attorney's fees to John J Wargo	\$80.00	
update and filing fee to Stewart Title Company	\$25.00	
Commitment Fee - STC to Stewart Title Company	\$50.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$100.00	\$100.00	
State tax/stamps: Deed \$82.00	\$41.00	
Additional Settlement Charges		
Survey to Rolling & Hocevar, Inc	\$1,325.00	
fee to approve split to Medina County Engineer	\$2.00	
mylar approval from county to Stewart Title Company	\$25.00	
	Debit	Credit
Subtotals	\$29,248.00	\$0.00
Due From Buyer		\$29,248.00
Totals	\$29,248.00	\$29,248.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

City of Medina, Ohio

By: _____ Date: _____
Dennis Hanwell, Mayor

SETTLEMENT COORDINATOR

Brittney Esser

Ord. 19619
Amend



Rolling Hocevar

ROLLING & HOCEVAR
A Geo Innovation Group Affiliate

Engineering and Surveying
257 S. Court St. • Suite 6
Medina, Ohio 44256
Phone 330-723-1828 • 800-723-1870
Fax 330-723-6637 • E-mail info@rh-inc.com

January 13, 2020

Mr. Nathan D. Eppink, Director
Medina County Park District
6364 Deerview Lane
Medina, OH 44256

RE: Lafayette Township – PPN 005-07B-05-001

Dear Nate:

We are pleased to submit the following Lot Split and Remainder Parcel Boundary Survey estimate for the above stated project. The lot split shall be 3 acres of land from the Northerly side of the subject parcel.

The survey scope shall include the following as requested:

1. Lot Split and Remainder Parcel Plat of Survey, 2-Legal Descriptions, and property corner pin setting.
2. Pre-Approval of Plat and Legal Descriptions by Medina County Tax Maps.

Total Estimated Cost not to exceed: \$2,650

We could proceed with the boundary survey within two weeks from the time we receive notice to proceed and the estimated time of completion for submittal to Medina County Tax Maps would be approximately 5 weeks. If you have any questions regarding this or any other matter please feel free to contact me.

Sincerely;


Andrew G. Planet, P.E., P.S.

est. ~~\$1,000~~ \$2,500
closing &
split.
Splitting Cost w/
County Parks

ORDINANCE NO. 196-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE MEDINA COUNTY PARK DISTRICT AND THE CITY OF MEDINA FOR THE PURCHASE OF THREE (3) ACRES OF REAL PROPERTY.

SEC. 1: That the Mayor is hereby authorized to execute a Purchase and Sale Agreement between the Medina County Park District and the City of Medina for purchase of three (3) acres of real property and known as being a part of Permanent Parcel No. 028-19C-23-001.

SEC. 2: That a copy of the Purchase and Sale Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funds to cover this purchase, in the amount of not to exceed \$27,500.00, are available in Account No. 143-0748-54411.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: December 9, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 10, 2019

SIGNED: Dennis Hanwell
Mayor

Effective date: January 9, 2020

PURCHASE AND SALE AGREEMENT

DRD 196-19
EXH. A

This Agreement is made between **Medina County Park District**, a political subdivision of the State of Ohio, 6364 Deerview Lane, Medina, Ohio 44256 ("Seller"), and the **City of Medina, Ohio**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256 ("Purchaser"). The effective date of this Agreement is the date last signed by either party hereto.

1. **Subject Property.** Purchaser agrees to buy and the Seller agrees to sell, convey and transfer to the Purchaser all of the Seller's right, title and interest in and to approximately **3 acres** of real property thereon situated in Medina, in Medina County, Ohio, and known as *being a part of Permanent Parcel No. 028-19C-23-001*, together with all easements, fixtures, timber, water and/or mineral rights located thereon and appurtenances thereto (the "Property"). The Medina County Tax Map of the Property is attached hereto as Exhibit "A" and made a part hereof by reference. The agreement is to split the property into two parcels. The Buyer will purchase exactly 3 acres in the northern section of the original parcel. The Seller will retain the remaining acreage of approximately 5.29 acres.
2. **Purchase Price.** The Purchaser hereby agrees to pay to the Seller as and for all its right, title and interest in and to the Property the total sum of **Twenty-seven Thousand Dollars (\$27,000)** (the "Purchase Price."), which equals \$9,000 per acre. The Purchaser shall deposit with the escrow agent all required funds on or before Closing.
3. **Real Estate Taxes and Assessments and Property Value.** Real estate taxes and assessments of Seller's interest shall be prorated as of the day of closing and shall be paid by Seller at closing. The Purchaser is not responsible for back-taxes owed by the Seller.
4. **Condition of the Property/No Warranties.** Purchaser hereby states that it has inspected the Property, is aware of its condition and is hereby accepting the same in its present condition and "as is" without representation or warranty by Seller of any kind whatsoever. Seller shall not be responsible for any statements, representations or warranties of any kind furnished to Purchaser by any other person. No materials, brochures or documents delivered by Seller to Purchaser or any other person shall be deemed a representation, warranty or agreement of Seller with respect to this Agreement. Purchaser shall have the exclusive responsibility to verify any facts or conditions set forth or described in any such materials, brochures or documents. The

Parties shall split the cost of a lot-split boundary survey, including two legal descriptions (one for the 3-acre parcel to be the purchased Property; the second for the approximately 5.29-acre parcel to be retained by the Seller), and any other costs associated with splitting the parcel. Purchaser shall undertake any and all inspections and environmental reviews it deems necessary, prudent and advisable, at its expense. Immediately upon the signing of this purchase agreement, Purchaser shall have the right to enter onto the Property to conduct further inspections and survey activities of the Property.

5. **Delivery of Deed and Evidence of Title.** Seller shall deliver to Purchaser, within thirty (30) days after signing of this Agreement a commitment for an ALTA owner's fee policy of title insurance for the Property (the "Title Commitment"), with such endorsements (the "Title Endorsements") and such deletion of standard exceptions as Purchaser may desire, which will be issued by the hereinafter named Escrow Agent. The Parties shall each pay one-half of the cost of the Title Commitment. To the extent that title endorsements or deletion of standard exceptions desired by Purchaser require more than thirty (30) days' time to issue the Title Commitment, the Parties agree to extend the period for furnishing the Title Commitment a reasonable period of time for such purposes. The Title Commitment shall show in Seller good and marketable title to the Property in fee simple absolute, free and clear of all liens, encumbrances, easements, restrictions and reservations excepting the following (which shall hereinafter be collectively referred to as the "Permitted Exceptions"):

- a. those created or expressly assumed by Purchaser;
- b. zoning, building and other laws, ordinances or regulations;
- c. taxes and assessments which are not to be paid by Seller under this agreement;
- d. any reservations, restrictions, leases, covenants, conditions and easements which appear of record and do not adversely affect marketable title;
- e. any encroachments, easements, discrepancies, conflicts in boundary lines, variations or shortages in area or content, rights of parties in possession, or other facts which an accurate survey would disclose;
- f. all legal highways;

On or before fifteen (15) days after delivery of the Title Commitment, Purchaser shall advise Seller in writing of any exceptions, other than those permitted above, which Purchaser will require Seller to remove on or before closing. In the event Seller is unable to remove any such exception, Purchaser may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property and Seller's obligations hereunder shall terminate. If Purchaser fails to notify Seller of any objection

In the time period provided, it will have waived any objection and Purchaser shall accept all matters set forth in the title commitment. Purchaser shall take title as follows: City of Medina, Ohio, Tax Mailing Address: 132 North Elmwood Avenue, Medina, Ohio 44256. Seller shall convey marketable title to Purchaser by good and sufficient general warranty deed delivered to the escrow agent prior to closing.

6. **Title Insurance.** Seller shall furnish to the Purchaser, an Owner's Fee Policy of Title Insurance, in an amount equal to the Purchase Price, evidencing good and marketable title in and to the Property, to be valid in the Purchaser and subject only to the exceptions as permitted and set forth in this Agreement. Said Title Insurance Policy shall be issued through Stewart Title, 4015 Medina Rd., Suite 70, Medina, OH 44256. The Parties shall each pay one-half of the cost of the Owner's Fee Policy premium.
7. **Seller's Promise Not to Further Encumber or Change.** Seller shall not, without the prior written consent of Purchaser, enter into any leases, contracts, options or agreements whatsoever which would affect the Property or in any way impede Seller's ability to perform hereunder and deliver title as agreed herein. Seller shall not in any way prior to closing change the Property, including but not limited to its trees, vegetation, streams, soil and terrain.
8. **Maintenance of the Property/Risk of Loss.** Seller will maintain the Property, including improvements, lawns, shrubs, and trees, in its present condition pending the closing of this transaction, normal and reasonable wear excepted. Prior to transfer of possession, Risk of loss from fire or other casualty shall be on the part of Seller until close of escrow and transfer of title. If the Property or improvements are damaged or destroyed, in whole or in part, by casualty prior to closing, the contract will continue in full force and effect, and Purchaser will be subrogated to Seller's right of coverage with respect to any insurance carried by Seller. All existing property insurance now in effect will be continued by Seller until closing. All policies will be exhibited immediately to Purchaser, who may secure additional insurance on property if so desired. Any additional insurance will name Seller and Purchaser as co-insureds as their interests appear.
9. **Closing – Escrow Agent and Escrow Instructions.** All funds and documents required to complete this transaction shall be placed in escrow on or before Closing. Stewart Title, 4015 Medina Rd., Suite 70, Medina, OH 44256, is hereby designated to act as escrow agent under the terms of this Agreement. A signed copy of this Agreement shall be used as escrow instructions, subject to the escrow agent's usual conditions of acceptance. In the event of any conflict between this Agreement and the standard conditions of acceptance, this Agreement shall govern. Upon receipt of all funds and documents

necessary to effectuate and close this transaction, the escrow agent shall file all documents, issue the fee owner's policy to Purchaser, and disperse the proceeds accordingly. The closing date shall be on or before **March 13, 2020**. The closing date may be extended by mutual agreement of the parties. The date of proration of all taxes, assessments, leases, licenses and other matters regarding payments of fees shall be the closing date.

10. Expenses of Transfer – Purchaser. The escrow agent shall charge to Purchaser and the Purchaser shall pay through escrow the following:

- a. One-half the cost of the lot-split boundary survey, including two legal descriptions (one for the 3-acre parcel to be the purchased Property; the second for the approximately 5.29-acre parcel to be retained by the Seller), and any other costs associated with splitting the parcel;
- b. One-half of the escrow fee;
- c. One-half of the owner's fee policy premium and title commitment;
- d. One-half of the title search charges;
- e. One-half of the recording costs of the deed;
- f. One-half of the cost of preparation of the deed conveyance;
- g. One-half of any County Auditor's conveyance fee;

11. Expenses of transfer – Seller. The escrow agent shall charge to the Seller from Seller's funds the following:

- a. One-half the cost of the lot-split boundary survey, including two legal descriptions (one for the 3-acre parcel to be the purchased Property; the second for the approximately 5.29-acre parcel to be retained by the Seller), and any other costs associated with splitting the parcel;
- b. One-half of the escrow fee;
- c. One-half of the owner's fee policy premium and title commitment;
- d. One-half of the title search charges;
- e. One-half of the recording costs of the deed;
- f. One-half of the cost of preparation of the deed conveyance;
- g. One-half of any County Auditor's conveyance fee;

- h. The cost of clearing title and recording fees for any document required to clear title.
12. **Brokerage.** There are no real estate brokers involved in this transaction and there are no commissions due and payable to any brokers whatsoever.
13. **Legal Counsel.** Each party shall bear the cost of any legal counsel representing the party.
14. **Possession.** Unless an earlier date is agreed upon between the parties, possession of the Property shall be on the closing date.
15. **Seller's Warranties.** The Seller represents and warrants to the Purchaser that it is a valid existing governmental authority in Medina County, Ohio, and that appropriate board and government actions have been taken by it so to authorize and empower its officers to act hereunder.
16. **Purchaser's Warranties.** The Purchaser represents and warrants to the Seller that it is a valid existing governmental authority in Medina County, Ohio, and that appropriate government actions have been taken by it so to authorize and empower its officers to act hereunder.
17. **Notices.** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified mail, return receipt requested, to the parties at the addresses set forth below, or to such other address as either party may specify in writing:

If to Purchaser: Mayor Dennis Hanwell
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
(330) 722-9020
dhanwell@medinaoh.org

With a copy to: Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
(330) 722-9070

If to Seller: Medina County Park District
Attention: Nathan D. Eppink, Director
6364 Deerview Lane
Medina, OH 44256
Phone: (330) 722-9364
neppink@medinaco.org

With a Copy to: Holland & Muirden, Attorneys at Law
1343 Sharon-Copley Road
P.O. Box 345
Sharon Center, OH 44274
Phone: (330) 239-4480
Fax: (330) 239-6224
jjholland@hmlawohio.com

All such notices and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of delivery, if made by personal delivery, or, if sent by U.S. mail, as of the date of mailing provided the communication is also dispatched by telecopier at the time of mailing; otherwise, it will be deemed to have been delivered upon receipt.

18. **Mechanic's Liens.** Seller represents that no work has been performed on the Property or materials supplied in connection with the improvement thereof which will not have been paid for in full prior to the Closing Date. Seller shall immediately discharge any mechanic's or materialmen's liens filed against the Subject Property whether prior to or after the Closing Date arising out of work performed or materials supplied or claimed to have been performed or supplied prior to the Closing Date. Notwithstanding the foregoing, if any such lien or claim of lien is not discharged of record or bonded within thirty (30) days after Seller's receipt of notice thereof, then Purchaser shall have the right to pay the full amount of any such lien or claim of lien to the lien claimant or lien claimants and receive full reimbursement from Seller. This provision shall survive the closing of this transaction and shall not be merged with the deed of conveyance.
19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original.
20. **Section Headings.** All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this agreement, and shall not restrict or enlarge any substantive provisions of this agreement.
21. **Further Assurances.** It is mutually agreed by and between the Seller and Purchaser that all representations and warranties contained in this Agreement shall survive the closing and the recording of the documents.

22. **General language.** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular; and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders.
23. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and is entered into at Medina County, Ohio.
24. **Assignment.** This Agreement may not be assigned by either party without express written authority of all parties hereto.
25. **Confidentiality.** This Agreement and the terms contained herein are strictly confidential and shall not be disclosed and/or disseminated until fully executed.
26. **Successor in Interest.** This Agreement shall be binding upon the respective parties', successors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the dates following their signatures.

PURCHASER:
City of Medina, Ohio

By: Dennis Hanwell
Dennis Hanwell, Mayor

Date: January 10, 2020

SELLER:
Medina County Park District

By: Nathan Eppink
Nathan Eppink, Director

Date: 01/10/2020

EXHIBIT A

DRD 196-19



Go to Address:

Go

Go to Parcel: 028-19C-23-001

Go

Go

EXHIBIT A

ORD 196-19



OK
D. Hammer
1-21-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-024-1/27
Committee: Finance

FROM: Jansen Wehrley *ew*
DATE: January 21, 2020
SUBJECT: Purchase Ventrac 4500P and approve trade-in allowance

SUMMARY AND BACKGROUND:

The Parks Department respectfully request Council authorization to purchase one 2020 Ventrac 4500P Compact Tractor from Baker Vehicle Systems, Inc #B0060. through Sourcewell (formerly NJPA) Contract #062117-VPI. The City of Medina's Sourcewell member number is #29417.

This unit will replace a 2007 Ventrac Model #4231. This has been identified for replacement through the 2020 budgeting process. We would like to trade in two pieces of specialty equipment listed below to make this purchase.

Total contract price without trades:	\$26,535.51
Trade (1) Ventrac Model 4200VXD sn: WBB2307	- \$4,500.00
Trade (1) Toro 3280 with cab, deck, and plow sn:30345-290000315, 315000130, MB-03192	<u>-\$6,500.00</u>
	Total: \$15,535.51

- Estimated Cost: \$15,535.51**
Suggested Funding: 104-0301-54413 (\$10,535.51), 104-0309-54413 (\$5,000.00)
- sufficient funds in Account No. 104-0309-54413
 - transfer needed from Account No. \$5,535.15 of 2019 carryforward to Account No. 104-0301-54413
 - **NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken: **Ord./Res.**
Date:



BAKER

VEHICLE SYSTEMS INC.

9035 Freeway Drive • Macedonia, OH 44056
 Phone: 330-467-2250 • Fax: 330-467-8308

Serving Golf, Turf & Industry since 1940

QUOTATION

TO: City of Medina
 785 E. Washington Street
 Medina, Ohio 44256
Attn: Jansen Wehrley
jwehrley@medinaoh.org

DATE: 21-Jan-20

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

SALESPERSON	F.O.B.	DELIVERY	PAYMENT TERMS
Ron Wolf			Net 30 Days

QUANTITY	ITEM	DESCRIPTION	PRICE	Source Well
1	39.51207	Ventrac 4500P with 32 HP Kawasaki DFI Gas		\$19,482.00
1	70.2014	4500 All Weather Cab		\$5,907.00
1	70.8161	Strobe		\$263.50
1	70.2006-4	Exterior Mirrors		\$174.25
1	70.2006-6	Directional Defrost		\$267.75
1	70.8137	Console Heat		\$225.25
1	70.4104	12 V Switch Kit		\$215.76
Trades				
1	Trade	2007 Ventrac w/Cab (model 4200 VXD)	-\$4,500.00	
1	Trade	2009 Toro w/Cab Deck & Plow Groundsmaster 3280D	-\$6,500.00	

SPECIAL NOTES: Source Well Contract #062117-VPI
 Source Well Member ID #29417
 You must include this information
 on all PO's associated with this quote.

SUBTOTAL	\$26,535.51
TAX RATE	0.00%
SALES TAX	\$0.00
TRADE-IN ALLOWANCE	(\$11,000.00)
TOTAL	\$15,535.51

BY: _____
 RON WOLF

FINANCE OPTION

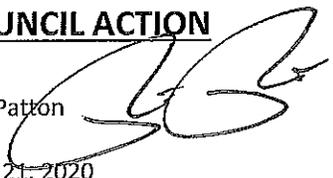
To accept this quotation, sign here and return: _____ Date: _____

REQUEST FOR COUNCIL ACTION

*ek
both correct
01-21-2020*

NO. PCA 20-025-1/27

FROM: Patrick Patton



DATE: January 21, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: Memorandum of Understanding – City of Medina Railway

This request is for Council's approval of the attached Memorandum of Understanding (MOU) pertaining to the City's railway, and further authorizing the Mayor to sign the MOU as the representative of the City.

Ordinance 104-18 passed on July 9, 2018 approved a revised MOU for the City's rail line. That agreement specified that the four (4) parties would agree to waive the annual access fee for the years 2019 and 2020. Specifically, Section 9 of the MOU currently reads as follows:

- 9. The parties agree to waive the annual access fees for the years 2018 and 2019. The parties agree to meet in November of 2019 to establish the amount of the annual access fees chargeable to the parties for the year beginning January 1 of 2020 and for future years as deemed appropriate. Monies already paid by Osborne and Kokosing for annual access fees for the year 2018 shall herewith be returned to Osborne and Kokosing.

The railroad fund balance is currently at \$325,377. We recommend waiving the annual access fee again in 2020. Please be clear, the per car user fee will still be collected from each rail user. The revised Section 9 of the MOU will thus read as follows:

- 9. The parties agree to waive the annual access fees for 2020. The parties agree to meet in November of 2020 to establish the amount of the annual access fees chargeable to the parties for the year beginning January 1 of 2021 and for future years as deemed appropriate.

Thank you for your consideration.

ESTIMATED COST: No Cost

SUGGESTED FUNDING:
Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: 1000 Lake Holdings/Spray Products, would like to start receiving rail deliveries in mid-July.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**CITY OF MEDINA RAIL LINE
MEMORANDUM OF UNDERSTANDING**

Terms to be contained in a Memorandum of Understanding ("MOU") between KOKOSING MATERIALS, INC. (Kokosing), OSBORNE MEDINA, INC. (Osborne), 1000 LAKE HOLDINGS LLC (Spray Products), and the CITY OF MEDINA (City of Medina).

1. A reserve account shall be established and funded out of the fees generated from Kokosing, Osborne, Spray Products and the City of Medina. The parties acknowledge and agree that most, if not all, of the fees generated in the initial years will go towards the yearly maintenance of the rail line. The parties shall agree on an annual amount to be included in the budget that will be allocated from the fees generated and deposited in the reserve account. The reserve account shall not exceed \$200,000, unless otherwise agreed to be reduced or increased among the parties. Once the reserve account reaches a balance of \$200,000 the annual access fee shall be reduced equally between Kokosing, Osborne, Spray Products and the City of Medina; provided, the reserve account maintains a balance of \$200,000. Notwithstanding the above, the parties may agree to increase the reserve account for unanticipated capital repairs and replacements.
2. Kokosing, Osborne and Spray Products shall be liable for any shortfalls contained in the annual budget and not covered by the reserve account. The parties further agree that the level of maintenance on the rail assets serving the Kokosing, Osborne and Spray Products shall be that as is required by the ORDC grant-Federal Railroad Administration Class I standards.
3. The City of Medina shall prepare a proposed budget, as generated by the City of Medina Rail Commission, prior to November 1 of each year, which budget shall be within the projected revenues for each year. The proposed budget shall be available to all parties upon request. Kokosing, Osborne and Spray Products shall have the right to comment on the proposed budget prior to December 15 of each year. If a budget cannot be agreed upon among the parties, the previous year's budget shall be the budget for the succeeding year until a new budget is agreed upon among the parties.
4. The City of Medina, as part of the budget referenced in Section 4 above, shall obtain and maintain a commercial general liability insurance policy in an amount equal to \$5,000,000 combined single limit, which amount may be increased upon agreement of the parties. The City of Medina shall also obtain and maintain casualty insurance on the rail line in an amount acceptable to all the parties.
5. The City of Medina shall contribute fifty percent (50%) of the cost of maintenance and replacement of the existing crossings along the rail line; provided, no new rail crossing shall be added without the consent of the City of Medina. The City of Medina shall have the right to require a crossing to be renovated or replaced; provided that the City of Medina contributes fifty percent (50%) of the cost of said repair or renovation.

6. The City of Medina agrees that all funds collected from Kokosing, Osborne and Spray Products or other grants obtained by any party related to the rail assets shall only be used for the maintenance, repair and operation of the rail line and no other City of Medina purposes.
7. Kokosing, Osborne, Spray Products or the City of Medina, shall have the right to terminate the Memorandum of Understanding upon at least six (6) months' notice to the other parties. Upon termination, all funds held by the City of Medina shall continue to be used to maintain the rail line until exhausted.
8. The City of Medina shall coordinate all repairs, maintenance and replacement on the rail line during the term of the Memorandum of Understanding. The Medina Rail Line shall be defined as beginning at a point 150 feet northwest of the centerline of North Progress Drive. The endpoint of the approximately 3.76 mile rail line shall be defined as the terminal endpoint of the existing track at its most southerly point.

Included as part of the Medina Rail line are the following structures:

- Separated grade crossings (bridges):
 - o Bridge over the Wheeling and Lake Erie rail line (south of SR 18)
 - o Bridge over West Smith Road (known as AAR DOT #141-895-K)
- At grade crossings (includes crossing surfaces and all warning devices (crossbucks, lights, gates, etc.)):
 - o North Progress Drive (known as AAR DOT #141-892-P)
 - o State Road, including gates and flashers (known as AAR DOT #141-893-W)
 - o West Liberty Street (SR 18 & SR 57) (known as AAR DOT #141-894-D)
 - o Lafayette Road, including gates and flashers (known as AAR DOT #141-896-S)
 - o Ryan Road, including gates and flashers (known as AAR DOT #141-897-Y)
 - o Imagine Lane (known as AAR DOT #919-860-N)

Osborne shall be solely responsible for the maintenance, repair, replacement and/or upgrade of the existing rail line beyond 150 feet northwest of the centerline of North Progress Drive.

Kokosing shall be solely responsible for the maintenance, repair, replacement and/or upgrade of their rail unloading structure (the hopper) located adjacent to the Medina Rail line.

Spray Products shall be solely responsible for maintenance, repair, replacement and/or upgrade of the spur serving their facility. The spur shall be defined as all rail, ties, switches and any other structure necessary to provide service to their facility with the sole exception of those common rail ties supporting both the Medina Rail line and the Spray Products spur. These common rail ties shall be considered as part of the Medina Rail line. Spray Products shall be responsible for the ties supporting their spur beginning with the first tie on their spur beyond the common ties.

9. The parties agree to waive the annual access fees for 2020. The parties agree to meet in November of 2020 to establish the amount of the annual access fees chargeable to the parties for the year beginning January 1 of 2021 and for future years as deemed appropriate.
10. The annual user fee per car shall be as follows: Kokosing-\$9.25, Osborne-\$8.00 and Spray

Products-\$100.00. User fees per car shall be invoiced to Kokosing, Osborne and Spray Products quarterly. Per car user fees will be effective from the date of execution of this contract. The annual user fee per car may be changed upon agreement of the parties.

11. The parties agree to provide the City of Medina with monthly billing reports showing the number of cars per month.
12. The City of Medina shall establish a Rail Commission to oversee the City of Medina rail assets. The Rail Commission shall be made up of at least five (5) members, initially one from Kokosing, one from Osborne, one from Spray Products and two from the City of Medina.
13. The Rail Commission referenced in Section 12 above shall meet as necessary as determined by the members. It is understood that all members have the right to call for a meeting at any time.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding as of the last date set forth below:

KOKOSING MATERIALS, INC.

1000 LAKE HOLDINGS, LLC

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OSBORNE MEDINA CO.

CITY OF MEDINA, OHIO

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. XX-20

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MEDINA, KOKOSING MATERIALS INC., OSBORNE-MEDINA AND 1000 LAKE HOLDINGS LLC, RELATIVE TO THE MAINTENANCE, REPAIR AND OPERATION OF THE MEDINA RAIL LINE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA:

- SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding (MOU) between the City of Medina, Kokosing Materials Inc., Osborne-Medina and 1000 Lake Holdings LLC, relative to the maintenance, repair and operation of the Medina Rail Line.
- SEC. 2: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated hereto.
- SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: January 21, 2020

SUBJECT: Job #1067: 2020 Concrete Street Repair

OK
Patton
1-22-2020

NO. RCA 20-026-1/27

COMMITTEE REFERRAL: Finance

This request is for permission to advertise, bid and award the 2020 Concrete Street Repair project. This year we are asking for a total of \$500,000 (\$475,000 from the Street Capital Improvements fund; and \$25,000 from water capital improvements to cover repairs necessary due to water line breaks). The portion of this project to utilize water capital improvements funding is intended to cover the cost of street repairs due to water line repairs.

The total cost for this project will be as follows:

STREET FUNDING (108 0610)

- Construction (54411) = \$475,000.
- TOTAL: = \$475,000.

WATER FUNDING (513 0533)

- Construction (54414) = \$ 25,000.
- TOTAL: = \$ 25,000.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$500,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$475,000)
513 0533 54414 (\$ 25,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date: