

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- Addendum to RCA 18-162-9/10 – Fitness Room Project – Letter of Intent
- 19-001-1/14 – Budget Amendments
- 19-002-1/14 – Medina Hospital/Cleveland Clinic LST-Agreement for Dispatch Services
- 19-003-1/14 – Medina Township – Agreement for Dispatch Services
- 19-004-1/14 – Montville Township – Agreement for Dispatch Services
- 19-005-1/14 – 2019-2021 Water Rates
- 19-006-1/14 – CDBG Revolving Loan Agreement
- 19-007-1/14 – 2019 Membership Renewal to Main Street Medina
- 19-008-1/14 – Expenditure Over \$15,000 – Sipka Architects – Building Dept.
- 19-009-1/14 – Expenditure Over \$15,000 – Duber Architectural – Building Dept.
- 19-010-1/14 – Expenditure Over \$15,000 – Lamphear's Lawn Service – Parks/Engr.
- 19-011-1/14 – Increase Subpoena Cost for RITA Delinquency Program
- 19-012-1/14 – PY18 CHIP Grant – MMHA Tenant Based Rental Assistance Agreement
- 19-013-1/14 – Grant Application – ODNR – Reagan Parkway Multipurpose Trail Extension
- 19-014-1/14 – Expenditure Over \$15,000 – Morrison Custom Welding – Parks
- 19-015-1/14 – Expenditure Over \$15,000 – Krystowski Tractor Sales – Sports Fields
- 19-016-1/14 – Petition for Detachment from City to Lafayette Township

Public Properties Committee

- 19-017-1/14 – Medina County Parks – Lake Medina Update and Master Plan

1/14/19

OK
Hammell
1-8-19

REQUEST FOR COUNCIL ACTION

FROM: Medina Community Recreation Center

DATE: 1-8-2019

SUBJECT: "Letter of Intent" - Fitness Room Project

Addendum to
No. RCA 18-162-9/10

Committee: Finance

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the "Letter of Intent" requested by the Medina City School Board on 12-10-18. The 5-0 approval for the new fitness room project was pending the "Letter of Intent", per the school board.

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: So the bid process can meet the tentative timeline for the project.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

January 3, 2019

Board of Education
Medina City School District
739 Weymouth Road
Medina, OH 44256

Re: Medina Community Recreation Center
New Fitness Room Addition

Letter of Intent

General Items:

It is the City of Medina's intention:

1. To pay for all of the associated design and construction costs for a new expansion of the space at the Medina Community Recreation Center ("MCRC").
 - a. Including associated/related costs for reworked utilities, i.e., underground lines (sewer, storm, etc.), connection/extension costs for electrical, gas, and plumbing within the existing building to feed the new addition's needs.
2. To pay for estimated additional utility expenses for use of the new expanded space.
3. To pay for any expenses for additional insurance (facility, liability, etc), if needed.
4. To not increase custodial costs or staff.
 - a. Medina Community Recreation Center staff will provide general cleaning of the new area.
5. We also intend to make and install a project sign that includes information that the funding for the proposed project is fully from the City of Medina & that no Medina City School District ("MCSD") funding is being used for this project.
6. To relocate all of the current exercise equipment located on the balcony to the new space.
 - a. Use of and programming for the existing balcony's future is not directly a part of the Fitness Center's project, however, the MCRC intends to work directly with the MCSD about usage of this area.

Page 2

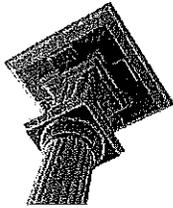
7. The plan for the project is intended to provide the least disruption to current activities/programs at the MCRC as the project moves forward.
8. The design for the facility will keep the new Fitness Room as a separate entity from the rest of the existing Fitness Area it is attached to.
9. The new space is to have its own mechanical and electrical systems, with gas, power, sewer, and water tapped into at the existing building systems.
10. Professional services to be provided will include the design development of the current preliminary design, preparation of the construction documents and specifications, bidding process; bid review/recommendations, construction oversight and end of project closeout.
11. The specifications for the project are intended to include a 10-15 year warranty on the HVAC system. The roof system will, most likely, include a 20-30 year warranty.
12. A copy of the proposed time line and estimate of cost is attached hereto and incorporated herein. The intention is to follow the attached time line for the new Fitness Center; however, it is understood that delays may occur due to unanticipated detailing issues, securing the necessary approvals to move forward with any phase of the project, or overall construction issues.
13. When the construction drawings have been prepared, there will be a public bidding process, with the award intended to go to the lowest and best bid received. As this process proceeds the Architect will make the recommendation to the City of Medina, which will advise the MCSD Board of Education of the recommendation and seek any input from the Board of Education prior to final approval by the Medina City Council.
14. The project is anticipated to be ready for occupancy and programs by the spring of 2020.
15. The JOA Lease Agreement will be revised to adjust the square footage included under the lease due to the added square footage from this project.

Sincerely,

Dennis Hanwell
Mayor

DH/ss

Attachment: Anticipated Time Line, dated 1/3/2019
Estimate of Cost, dated 1/3/2019



Arnold Architectural Strategies, LLC

4670 Foote Road
PO Box 426
Medina, OH 44258

330-242-4351

January 3, 2019

Medina Community Recreation Center
855 Weymouth Road
Medina, Ohio 44256

Attn: Mr. Mike Wright, Recreation Center Director

Re: **Medina Community Recreation Center**
Anticipated Time Line for Fitness Gym Expansion

Dear Mr. Wright:

As per our discussion, please find below an anticipated Timeline for the proposed project:

December 12, 2018: Architect Authorization to proceed w/ construction drawings upon preparation of Project Letter of Intent and Contracts. Architect to secure quotes for site survey, soil borings & Sub-surface report from consultants.

February 11, 2019 Submit Design Development Drawing set

March 15, 2019: Authorization to go to bid

April 1, 2019: Start Bidding

April 30, 2019: Receive Bids

May 30, 2019: Award Project

July 1, 2019: Break Ground

Feb 28-Mar 28, 2020: Construction Period Completion

To finish exterior ground work after this

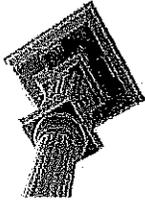
NOTE: Dates are approximate. They may be adjusted to suit necessary approvals needed for each phase of the schedule.

If there are any questions, please give our office a call, and we look forward to this opportunity of working with you on this project.

Respectfully submitted,

Robert G. Arnold, RA
President

Cc: file



Arnold Architectural Strategies, LLC

PO Box 426
Medina, OH 44258

330-242-4351

3-Jan-19

Medina Community Recreation Center - Fitness Gym Expansion Anticipated Opinion of Construction Cost (as of 8/23/18 review)

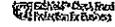
Item	Description	Anticipated Cost	\$ / sf	S.F.
A	Sitework	\$ 17,741.00		
B	Underground Utilities	incl. in 'A'		
C	Backfill	\$ 34,698.00		
D	Foundations	Incl. in 'E'		
E	Concrete Floors	\$ 44,832.00		
F	Masonry Walls	\$ 79,673.00		
G	Structural Steel	Incl. in 'H'		
H	Joists & Decking	\$ 41,352.00		
I	Roofing (incl. gutters)	\$ 82,292.00		
J	Doors & Windows	\$ 63,095.00		
K	Exterior Finish	\$ 9,632.00		
L	Interior Finish	\$ 99,163.00		
M	Plumbing	\$ 8,350.00		
N	Sprinklers	\$ 29,702.00		
O	HVAC	\$ 37,622.00		
P	Electrical	\$ 37,622.00		
Anticipated Construction Cost:		\$ 585,774.00	121.13 /sf	4,836 sf
Project Professional Fees		\$ 41,004.00		
Total Cost:		\$ 626,778.00	129.61 /sf	4,836 sf

Note: there will also be some miscellaneous reimbursable expenses which may include Civil Engineering, Soil Borings, Grade Analysis, Printing, Agency review, etc. Potentially approx. \$23,000



MEDINA SOCCER ASSOCIATION
1114 N. COURT STREET #231
MEDINA, OH 44256

PNC BANK
6-12/410



12/03/2018

6335

PAY TO THE ORDER OF City Of Medina

\$ **504.00

Five hundred four and 00/100 *****

DOLLARS

City Of Medina
785 East Washington St.
Medina, OH 44258-0703

Amy C. Ruffe
AUTHORIZED SIGNATURE

MEMO

⑈00006335⑈ ⑆04⑆000⑆24⑆ 4 2 28 200 2 18⑈

MEDINA SOCCER ASSOCIATION

6335

12/03/2018 City Of Medina

Reimbursement Inv#1945493 Grass seed

504.00

RECEIPT		DATE <u>12-10-18</u>	No. <u>690136</u>
RECEIVED FROM <u>MEDINA SOCCER ASSOC.</u>		<u>\$ 504.00</u>	
<u>FIVE HUNDRED FOUR 00/100</u>		DOLLARS	
FOR BENT <u>GRASS SEED</u>			
ACCOUNT # <u>16335</u>	<input type="radio"/> CASH	FROM	TO
PAYMENT <u>16335</u>	<input checked="" type="radio"/> CHECK	BY <u>[Signature]</u>	
BAL. DUE	<input type="radio"/> MONEY ORDER	9-11	
	<input type="radio"/> CREDIT CARD		

504.00

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 19-00-1/14
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2019-002
(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	60.00		X
		902-0355-52214	Bicentennial - advert	70.00		X
			Total increases to fund:	130.00		
			Total reductions to fund:			
			Total transfers within fund:			

EXPLANATION:

Sales of Bicentennial hats, coloring books, mystery women books.

DEPARTMENT HEAD: Lori Bowers

DATE: 1/8/2019

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 8-19

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

*OK Harvey
12-12-18*

No. RCA 19-002-1/14

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

E.R.K.

(Signature)

Mayor's Initials:

Committee *Finance*

Guidelines: See information on back of form

Date: 12/11/18

Subject: Medina Hospital/Cleveland Clinic LST-Agreement for Dispatch Service

Summary and Background - Request Authorization for the Mayor sign the Agreement for Dispatch Services between the City of Medina and Cleveland Clinic Medina Hospital LST for the period of 10/15/18 to 12/31/21

Estimated Cost: n/a

Suggested Funding: n/a

Sufficient Funds in Account:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

 **Cleveland Clinic - Law Department**

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CITY OF MEDINA, OHIO
132 N. ELMWOOD
MEDINA, OH 44256

CONTRACT INFORMATION

Contract ID: 4165831
Master Agreement Number:
Dept Reference No.:
Contract Description: 2019 DISPATCH SERVICES AGREEMENT WITH THE CITY OF MEDINA
Institute: Regional Hospital
Submitting Dept: MEDINA HOSPITAL
Contract Amount:
Dept Contact: MELISSA BAKER

TERM INFORMATION

Effective Date: 10/15/2018
Expiration Date: 12/31/2021
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: FRANCIS TITAS

Paralegal:

Contract approved as to form for: 4165831
Attorney: TITAS, FRANCIS
By: Titas, Frank
Date: 10/15/2018 8:43:05 AM

AGREEMENT FOR SERVICE

I

This agreement made and entered into as of the 15th day of October, 2018, by and between the CITY OF MEDINA, hereinafter referred to as "the City" and the Cleveland Clinic Medina Hospital for the LIFE SUPPORT TEAM, hereinafter referred to as "LST".

II

The residents and visitors of the City of Medina, Medina Township, and Montville Township require radio, telephone, and 911 communications "Dispatch Services" to summon medical aid. LST does hereby engage and retain the City for the purpose of providing such services on behalf of the residents and visitors. The City agrees to provide these services on a twenty four hour per day, seven day a week basis for a period from the above date until the thirty-first day of December, 2021. "Dispatch Services" for the purpose of this agreement shall be receiving all messages, including but not limited to in-person, telephonic, or written that are seeking medical or health assistance and forwarding these messages by means of a radio on a pre-assigned frequency or by telephone, or by various paging methods to the personnel on duty for their response and to keep a recording of all incoming and outgoing communications. "Dispatch Services" shall also include Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

III

The City agrees to be responsible for the salary and benefits paid to the dispatch personnel.

IV

The City and LST agree to maintain current radio licenses as required by the Federal Communication Commission and to allow each other access to these frequencies. The City shall be responsible for the maintenance of any and all equipment purchased or used by the City in furtherance of providing dispatch services to LST.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by the City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to and claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violations of any duty imposed by this contract. No one at the City, in either their personal or official capacity shall be responsible to LST nor any person or entity for any damages for bodily injury, death, or property damage arising out of employment or activities for the City or LST employees while engaged in the performance of their duties.

The City and the City personnel shall not be responsible to LST for any loss, injury, or damage to equipment or property of LST or to any employee or member of LST.

VI

The only duty of the City when rendering dispatch services as set forth in Section II is to notify the appropriate information as circumstances allow.

VII

In consideration of a sum equal to one-third (33%) of the total operational costs of the City's Communication's Center payable in quarterly installments, the City agrees to provide emergency medical dispatching services for LST in providing services to the residents and visitors of the City of Medina, Medina Township, and Montville Township. The City further agrees to provide and support the Mobile Data Terminals and access to Computer Aided Dispatch "CAD" status screens.

VIII

Quarterly payments are due no later than 30 days after the issuance of an invoice reflecting the one-third amount of the previous quarter's Communication Center costs. Payments shall be payable to the order of the City of Medina, 132 N Elmwood Avenue, Medina, OH 44256.

IX

Any operational change that would have an economic or substantial service impact to LST will be presented and discussed prior to any implementation as between the City and LST.

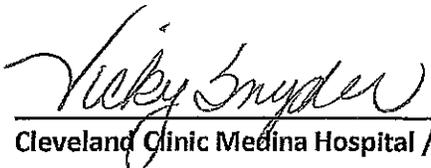
X

This Agreement shall be in effect until December 31, 2021. Either Party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail ninety (90) days prior to the termination date.

XI

This writing encompasses the complete agreement between the City and LST, there being no other promise, expressed or implied, between the City and LST regarding dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and the Life Support Team as set forth hereinabove, the City and LST do agree.


Cleveland Clinic Medina Hospital / LST

Dennis Hanwell
Mayor / Public Safety Director
City of Medina

REQUEST FOR COUNCIL ACTION

*OK for Harvey
12-12-18*

No. PCA 19-003-1/14

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

Mayor's Initials: _____

Committee *Finance*

ERK

(Signature)

Guidelines: See information on back of form

Date: 12/11/18

Subject: Medina Township - Agreement for Dispatch Service

Summary and Background - Request Authorization for the Mayor sign the Agreement for Dispatch Services between the City of Medina and Medina Township for the period of 1/1/19 to 12/31/21.

Estimated Cost: n/a

Suggested Funding: n/a

Sufficient Funds in Account:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

AGREEMENT FOR SERVICE

I

This Agreement made and entered into this 27 day of NOVEMBER, 20____, by and between the **CITY OF MEDINA**, hereinafter referred to as "the City" and **MEDINA TOWNSHIP**, hereinafter referred to as "the Township".

II

The Township's residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period beginning January 1, 2019 until December 31, 2021. "Dispatch services" for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls.

III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

IV

The City agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of the sum of Sixty-five Thousand Dollars (\$65,000) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30 each year the fee is due, and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contract in 2020 and 2021, but, in no event, more than ten percent (10%) per year.

VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

IX

Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

X

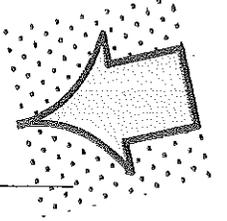
This agreement shall be in effect until December 31, 2021. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

XI

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and Township regarding police dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Medina Township as set forth hereinabove, the City of Medina and Medina Township do agree.

CITY OF MEDINA



By: _____

Dated: _____

MEDINA TOWNSHIP

By: Kurt D. [Signature]

By: [Signature]

By: [Signature]

Dated: 11/27/18

Resolution #: 11272018-021

Approved as to form

Medina County Prosecutor's Office
S. Forrest Thompson

Assistant Prosecutor

*of R. Kinney
12-12-18*

REQUEST FOR COUNCIL ACTION

No. RCA 19-004-1/14

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**
ERK
(Signature)

Committee Finance
Mayor's Initials: _____

Guidelines: See information on back of form

Date: 12/11/18

Subject: Montville Township - Agreement for Dispatch Service

Summary and Background - Request Authorization for the Mayor sign the Agreement for Dispatch Services between the City of Medina and Montville Township for the period of 1/1/19 to 12/31/21.

Estimated Cost: n/a

Suggested Funding: n/a

Sufficient Funds in Account:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only: _____

Committee Recommendation:

Council Action Taken: _____ **Ord./Res.No:** _____
Date: _____

AGREEMENT FOR SERVICE

I

This Agreement made and entered into this _____ day of _____, 20____, by and between the **CITY OF MEDINA**, hereinafter referred to as “the City” and **MONTVILLE TOWNSHIP**, hereinafter referred to as “the Township”.

II

The Township’s residents require radio, telephone, and 9-1-1 emergency dispatching and communications services. The Township does hereby engage and retain the City of Medina for the purpose of providing said emergency dispatch and communications services on behalf of the residents of the Township, and the City agrees to provide such services on a twenty-four-hour-a-day, seven-day-a-week basis for the period beginning January 1, 2019 until December 31, 2021. “Dispatch services” for the purpose of this Agreement shall be receiving all messages, including but not limited to personal, telephonic, or written, seeking assistance and forwarding these messages by means of radio on pre-assigned frequencies, or by telephone, or by various paging methods to the personnel on duty for their response and to maintain a tape recording for a minimum of thirty (30) days of all incoming and outgoing calls.

III

The City agrees to be responsible for the salary paid to police dispatch personnel, as well as any benefits to which dispatch personnel are entitled.

IV

The City agrees to maintain current radio licenses as required by the Federal Communications Commission and to allow each other access to the frequencies. The City shall be responsible for the maintenance of any and all equipment used by the City in furtherance of providing dispatch services to the Township.

V

It is understood and agreed by and between the parties that this contract is entered, executed, and performed by City of Medina personnel in their official capacity and that no City of Medina personnel shall be subject to any claim, cause of action, or remedy in their personal capacity for any acts, omissions, or violation of any duty imposed by this contract. No one at the City of Medina, in either their official or personal capacity, shall be responsible to the Township nor any person and/or entity for any damages for bodily injury, death, or property damage arising out of employment or activities of City of Medina and/or Township employees while engaged in the performance of their duties.

The City of Medina and City of Medina personnel shall not be responsible to the Township for any loss, injury or damage to equipment or property of the Township or to any employee or member of any department of the Township.

VI

The only duty of the City of Medina when rendering dispatch services as set forth in Section II herein is to notify the appropriate department and provide appropriate information as circumstances allow.

VII

In consideration of the sum of Sixty-five Thousand Dollars (\$65,000) payable in one annual payment, plus additional monies paid by the Township to LST, the City agrees to provide emergency police, fire and emergency medical dispatching services to the Township for the benefit of its residents.

Yearly payment shall be due no later than June 30 each year the fee is due, and shall be payable to the order of the City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256.

The fee for providing dispatch services to the Township shall increase directly in line with the annual hourly wage increase granted by the Medina Police Communication Union contract in 2020 and 2021, but, in no event, more than ten percent (10%) per year.

VIII

The Township has assumed responsibility for its own Records Management through services to be provided by a third party vendor, and the City will no longer provide Records Management Services (RMS) to the Township. However, the city will coordinate with the Township and its vendor to facilitate the Township's capture and management of Township records generated from dispatch services provided by the City under this agreement.

IX

Any operational change that would have an economic impact to the Township will be presented and discussed prior to implementation as between the City and the Township.

X

This agreement shall be in effect until December 31, 2021. Either party may terminate this Agreement by sending a notice of intent to terminate, in writing, delivered by certified mail, ninety (90) day before the termination date.

XI

This writing embodies the complete agreement between the City and the Township, there being no other promise, expressed or implied, between the City and Township regarding police dispatch services.

THEREFORE, in consideration of the mutual covenants of the City of Medina and Montville Township as set forth hereinabove, the City of Medina and Montville Township do agree.

CITY OF MEDINA

By: _____

Dated: _____

MONTVILLE TOWNSHIP

By: Ronald Biech

By: Brandon

By: _____

Dated: 11/27/18

Resolution #: 112718.01

Approved as to form

Medina County Prosecutor's Office
S. Forrest Thompson

[Signature]

Assistant Prosecutor

Michael K. Jones

REQUEST FOR COUNCIL ACTION

No. RCA 19-005-1/14

FROM: Keith H. Dirham
DATE: Friday, December 07, 2018
SUBJECT: 2019-2021 Water Rates

Committee: Finance

SUMMARY AND BACKGROUND:

I respectfully request that Council amend section 917.04 (a) of the Codified Ordinances to authorize rate increases to match the increases that will be imposed upon the City of Medina by Avon Lake Municipal Utilities (ALMU) effective July 1, 2019; July 1, 2020; and July 1, 2021.

Secondly, if Council wishes to revisit my previous request that future ALMU rate increases be automatically passed on as recommended by Utility Rate Review in 2018 then I would ask for reconsideration of that.

I also request that Council amend section 917.04 (d) to include a stipulation that in any month in which a bulk water customer has usage, the minimum monthly bill shall be for 4,000 gallons. Additionally, the bulk water rate of \$4.50 per 1,000 gallons may need to be addressed. The County currently charges \$7.20 per 1,000 gallons and typically increases that every time they increase their regular water rate. They also charge a \$100 deposit as compared to our \$50 and they are considering a monthly administrative fee and possibly increasing the deposit in case a final bill goes unpaid.

Supporting documentation is attached and more will be provided when it is sent by ALMU. Additionally, Pat Patton will be sending additional information about the ETL2 meeting soon. Note that as of the date that I am submitting this RCA, the ALMU board has not yet formally adopted the rate increases described. At this time that is viewed as a formality and it will be accomplished before Council has an opportunity to act on this request. In the event that the ALMU board does not impose the rate increases described in this RCA, this RCA will be withdrawn or amended as appropriate.

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:

Reason:

COUNCIL USE ONLY:

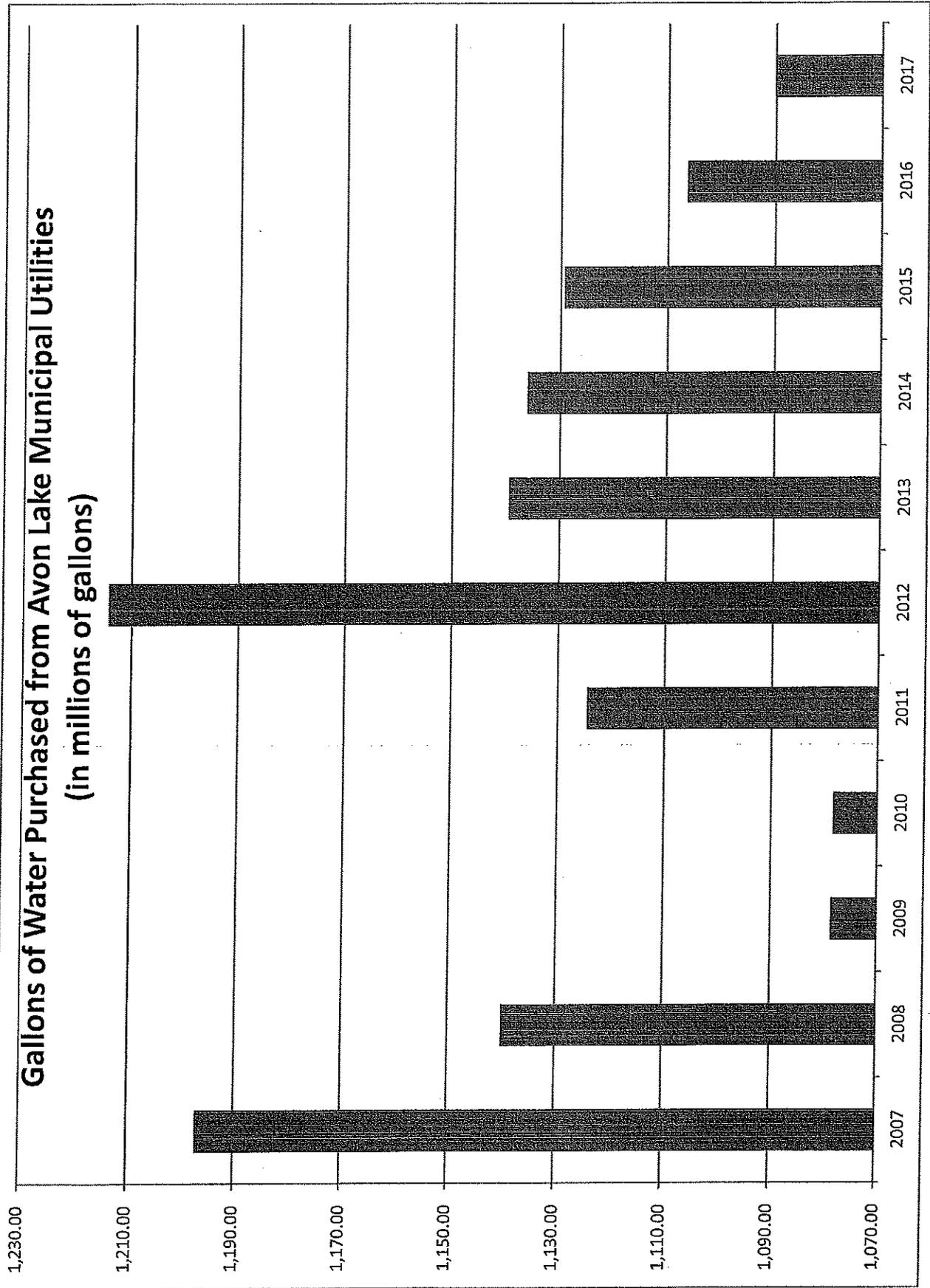
Committee Action/Recommendation:

Council Action Taken:

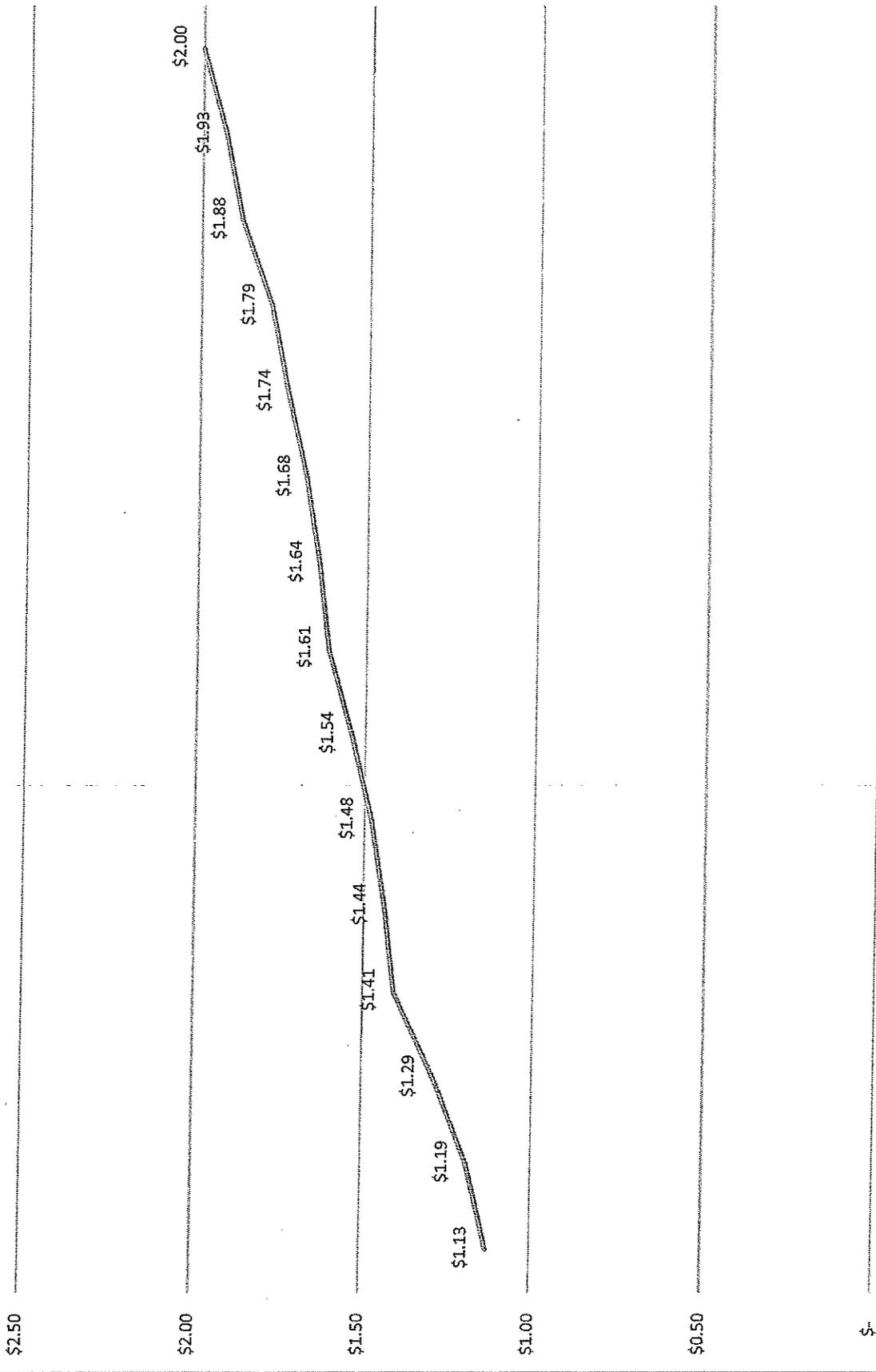
Ord./Res.

Date:

Gallons of Water Purchased from Avon Lake Municipal Utilities (in millions of gallons)



Rate paid by the City of Medina per 1,000 Gallons



December, 2006 January, 2008 July, 2011 July, 2012 March, 2013 July, 2013 July, 2014 January, 2015 July, 2015 July, 2016 July, 2017 July, 2018 July, 2019 July, 2020 July, 2021

December	2006 December, 2006	\$	1.13	%		cumulative %
January	2008 January, 2008	\$	1.19		5.31%	5.31%
July	2011 July, 2011	\$	1.29		8.40%	14.16%
July	2012 July, 2012	\$	1.41		9.30%	24.78%
March	2013 March, 2013	\$	1.44		2.13%	27.43%
July	2013 July, 2013	\$	1.48		2.78%	30.97%
July	2014 July, 2014	\$	1.54		4.05%	36.28%
January	2015 January, 2015	\$	1.61		4.55%	42.48%
July	2015 July, 2015	\$	1.64		1.86%	45.13%
July	2016 July, 2016	\$	1.68		2.44%	48.67%
July	2017 July, 2017	\$	1.74		3.57%	53.98%
July	2018 July, 2018	\$	1.79		2.87%	58.41%
July	2019 July, 2019	\$	1.88		5.03%	66.37%
July	2020 July, 2020	\$	1.93		2.66%	70.80%
July	2021 July, 2021	\$	2.00		3.63%	76.99%

	Bills Rendered <u>7/1/2018</u>	Bills Rendered <u>7/1/2019</u>	Bills Rendered <u>7/1/2020</u>	Bills Rendered <u>7/1/2021</u>
Customers whose meters are read monthly:				
1st 100 cu. ft. or less	14.09	14.80	15.19	15.74
next 3,400 cu. ft (per 100 cu. ft.)	2.98	3.13	3.21	3.33
over 3,500 cu. ft (per 100 cu. ft.)	2.46	2.58	2.65	2.75
Old		1.79	1.88	1.93
New	1.79	1.88	1.93	2.00
Incr	1.79	0.09	0.05	0.07
Percentage		5.0279%	2.6596%	3.6269%

Keith Dirham

From: Keith Dirham
Sent: Friday, December 07, 2018 8:16 AM
To: 'Amy Lyon-Galvin'
Cc: Josephine Faba; David Bazilevich; Dave Brandon; Dave Ling
Subject: RE: Bulk Water Rates

Amy,

We are just beginning this discussion of minimum bills but what I am planning to propose is a minimum of 4,000 Gallons for any month in which we send a bill.

Thank you for getting back to me on this!

Keith

From: Amy Lyon-Galvin [mailto:alyon-galvin@medinaco.org]
Sent: Thursday, December 06, 2018 4:18 PM
To: Keith Dirham
Cc: Josephine Faba; David Bazilevich; Dave Brandon; Dave Ling
Subject: Re: Bulk Water Rates

Hi Keith,

We charge our haulers our standard rate for consumption \$7.20/1,000 gallons. If following our standard protocol, that rate will also increase as we put through the pass through costs contemplated by ALMU. We collect a \$100.00 key deposit to establish an account, but do not currently charge a minimum bill. We have begun discussions internally about the benefits of a monthly administrative fee, and possibly increasing the deposit charge in case a final bill goes unpaid. Do you know what you might want to charge as your monthly minimum?

Amy

Amy S. Lyon-Galvin, P.E.
Medina County Sanitary Engineer
791 West Smith Road
Medina, Ohio 44256
phone (330) 723-9585
fax (330) 723-9661
email alyon@medinaco.org

On 12/4/2018 1:47 PM, Keith Dirham wrote:

Amy,

What does the County currently charge for Bulk Water (ie, sold to haulers?). Additionally, now that we got the increases from ALMU, do you have plans to increase this rate?

The City is currently charging \$4.50 per 1,000 Gallons. We require a \$50 deposit to establish a bulk water account but we currently have no minimum. I am considering asking Council to impose a minimum monthly charge because we have a customer who consistently buys a few dollars a month

worth and it just isn't worth sending him a bill for that small of an amount. Does the county have a minimum?

Thank you,

Keith

ok
D. Hammett
12-10-18

REQUEST FOR COUNCIL ACTION

No. ROA 19-006-1/14

FROM: Sandy Davis
DATE: 12/10/18
SUBJECT: CDBG Revolving Loan Agreement

Committee Finance

SUMMARY AND BACKGROUND:

All communities receiving Community Housing Improvement Program (CHIP) dollars are required to adopt the Housing Revolving Loan Fund Administration Agreement.

The current agreement expired December 31, 2018.

This is a request for City Council to adopt the Housing Revolving Loan Administration Agreement between the State of Ohio, Department of Development and the City of Medina relative to the Community Housing Improvement Program and also to authorize the Mayor to execute said Housing Revolving Loan Fund Administration Agreement.

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: Current agreement expired December 31, 2018. Agreement must be in place by January 12, 2019.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the City of Medina, located at 132 N Elmwood Avenue Medina, OH 44258 with F.T.I. Number: FTI 346001856 (the "Grantee"), and shall be effective beginning January 1, 2019 (the "Effective Date") and terminate December 31, 2021 (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Housing Revolving Loan Fund Capitalization. Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. Definitions.

a.) Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. RLF Plan and Use of Funds. Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. Program Income Distribution for CHIP Program Partnerships. Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. Project Approvals. Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**

i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.

ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.**

If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the

resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.

- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: City of Medina

Address: 132 N Elmwood Avenue PO Box 703

City, State, Zip: Medina OH, 44258

Attention: _____

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

City of Medina

State of Ohio
Development Services Agency

Dennis Hanwell, Mayor

David Goodman, Director

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OK
D. Hanwell
12-26-18

REQUEST FOR COUNCIL ACTION

No. RCA 19-007-1/14

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: December 26, 2018

SUBJECT: 2019 Membership Renewal to Main Street Medina

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to renew the annual membership with Main Street Medina.

Estimated Cost: \$30,000

Suggested Funding: 001-0707-52215

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

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



39 Public Square, Suite 305
Medina OH 44256
330-722-6186 www.mainstreetmedina.com

Membership Invoice

Date 1/2/2019
Invoice # 16769

To:
City of Medina
Mayor Dennis Hanwell
132 North Elmwood Avenue
Medina, OH 44256

Please remit within 30 days

Description	Amount
Annual Membership - Benefactor Level	30,000.00
Additional financial contribution to support Main Street Medina - 100% tax deductible	
<i>Please consider renewing your support.</i> <i>Mark</i>	
Membership Commitment	\$30,000.00

Thank you for your membership in Main Street Medina. Without your financial support, we would not be able to continue to preserve, promote and build the downtown historic district - the heart of the Medina community.

Main Street Medina is a non-profit, 501 (c) (3) organization. 100% of your membership is tax-deductible as a charitable donation. Please keep this receipt for your tax records.

RCA 19-008-1/14
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: 12/31/2018 Department: Building

Amount: \$18,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0430-52226

Vendor: Sipka Architects (S00470)

Department Head/Authorized Signature: 

Item/Description:

Blanket PO for Building

Plan Reviews for 2019

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 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

RCA 19-009-1/14
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: 12/31/2018

Department: Building

Amount: \$20,000.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0430-52226

Vendor: Duber Architectural & Consulting Service (D00604)

Department Head/Authorized Signature: 

Item/Description:

Blanket PO for Building
Plan Reviews for 2019

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 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

RCA 19-010-1/14
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: 1/7/2019

OK
D. Hanwell
1-7-19

Department: Parks/Engineering

Amount: \$21,000.00

B.O.C. Approval Date: _____

(Finance Use Only)

Account Number: 108-0610-54411

Vendor: Lamphear's Lawn Service, LLC #L00112

Department head/Authorized signature: _____

Item/Description:

Phase #2 of N. Court Median Landscaping South of Reagan Parkway. Scope of work includes sod
removal, installation of weed barrier fabric and #34 gravel, installation of planter beds,
and installation of plant material along entire median to complete the project (30 trees and 22
shrubs per quote and sketch) Plant material to be purchased by forestry 001-0420. Per quote
and sketch attached.

****Authorization for Mayor Hanwell to execute the City of Medina contract for said services.**

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 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.



3522 S. Weymouth Rd.
Medina, OH 44256
Phone: 330-725-2102
www.lamphearlawn.com

PROPOSAL

To: City Of Medina
775 E. Washington
Medina, Ohio
ATT: Jansen Wehrley

South Of Reagan Pkwy Island Installation:

- Sod cut 4" depth of existing turf/dirt- (50) man hours @ \$40.00 per..... \$2,000.00
- Machine operator for turf/dirt excavation- (10) man hours @ \$95.00 per..... \$ 950.00
- (4) 300'x 9' pro steel weed fabric @ \$173 per..... \$ 692.00
- Installation of weed control fabric- (20) man hours @ \$40.00 per..... \$ 800.00
- (150) ton of #34 wash gravel @ \$25.00 per ton..... \$3,750.00
- Installation of wash gravel- (150) man hours @ \$40.00 per..... \$6,000.00
- Installation of city purchased mulch- (17) man hours @ \$40.00 per..... \$ 680.00
- Clean up of roadway and curbs- (10) man hours @ \$40.00 per..... \$ 400.00

North Of Reagan Pkwy Tree Installation:

- Installation of city purchased trees- (15) trees @ \$60.00 per tree..... \$ 900.00

South Of Reagan Pkwy Tree Installation:

- Installation of city purchased trees- (15) trees @ \$60.00 per tree..... \$ 900.00

South Of Reagan Pkwy Plant Installation:

- (12) 3 gal. Double Knockout Rose @ \$22.00 per..... \$ 264.00
- (10) 3gal Limelight Hydrangea @ \$25.00 per..... \$ 250.00
- Installation of (22) plants- (11) man hours @ \$40.00 per..... \$ 440.00

Islands Mulch Installation:

- Remove existing mulch in island beds (16) man hours @ \$40.00 per..... \$ 640.00
- (32) yards of color enhanced brown mulch @ \$25.00 per..... \$ 800.00
- Installation of mulch- (32) man hours @ \$40.00 per..... \$1,280.00

Job Total = \$20,746.00 (Medina City is tax exempt)

**** Tree and shrub prices are subject to change do to different varieties or plant material being used****

Payment: Billing upon completion of service. Payments are due within **30 days**. A Service Charge of **2%** per month will be assessed on any unpaid balance after the due date.

Contract Terms: This Contract is between Lamphear's Lawn Service and customer listed above, to provide the services listed at said rates. Any services beyond this rate will be given a written estimate and billed separately from said rate.

Cancellation: This Contract may be cancelled by either party. Customer must give a **15 day written** notice to Lamphear's Lawn Service. Customer will be billed up to the current month/date at time of notice of cancellation.

Lamphear's Lawn Service hereby agrees to perform the labor and furnish any materials as stated above.

Respectfully Submitted: **Kevin Mick- Accounts Manager**
Lamphear's Lawn Service, LLC

Date: **January 2, 2019**

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. My signature below signifies that I accept and agree to all terms and conditions at stated above.

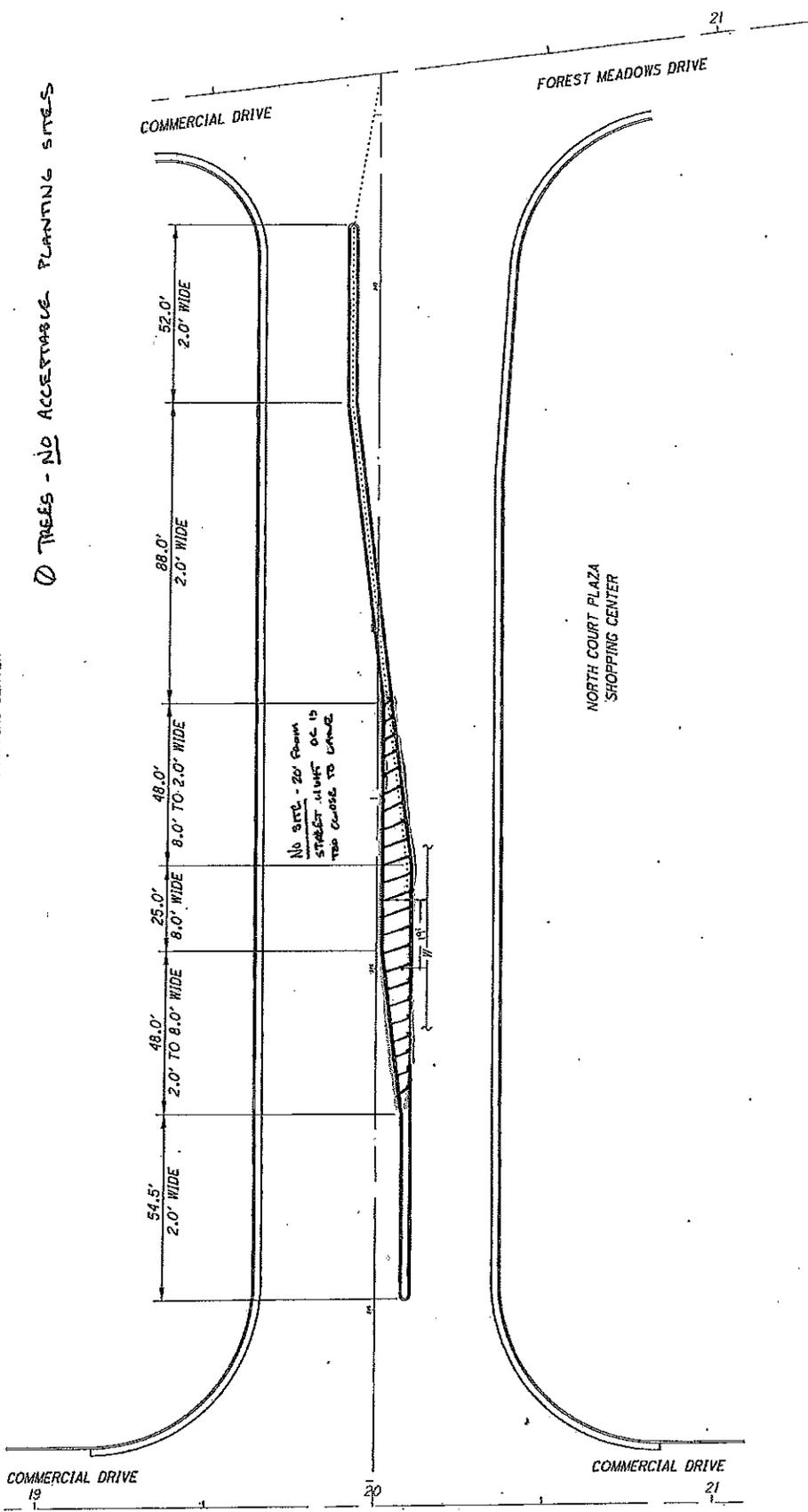
Signature _____

Date _____

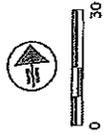


MEDINA SHOPPING CENTER

Ø TREES - NO ACCEPTABLE PLANNING SITES

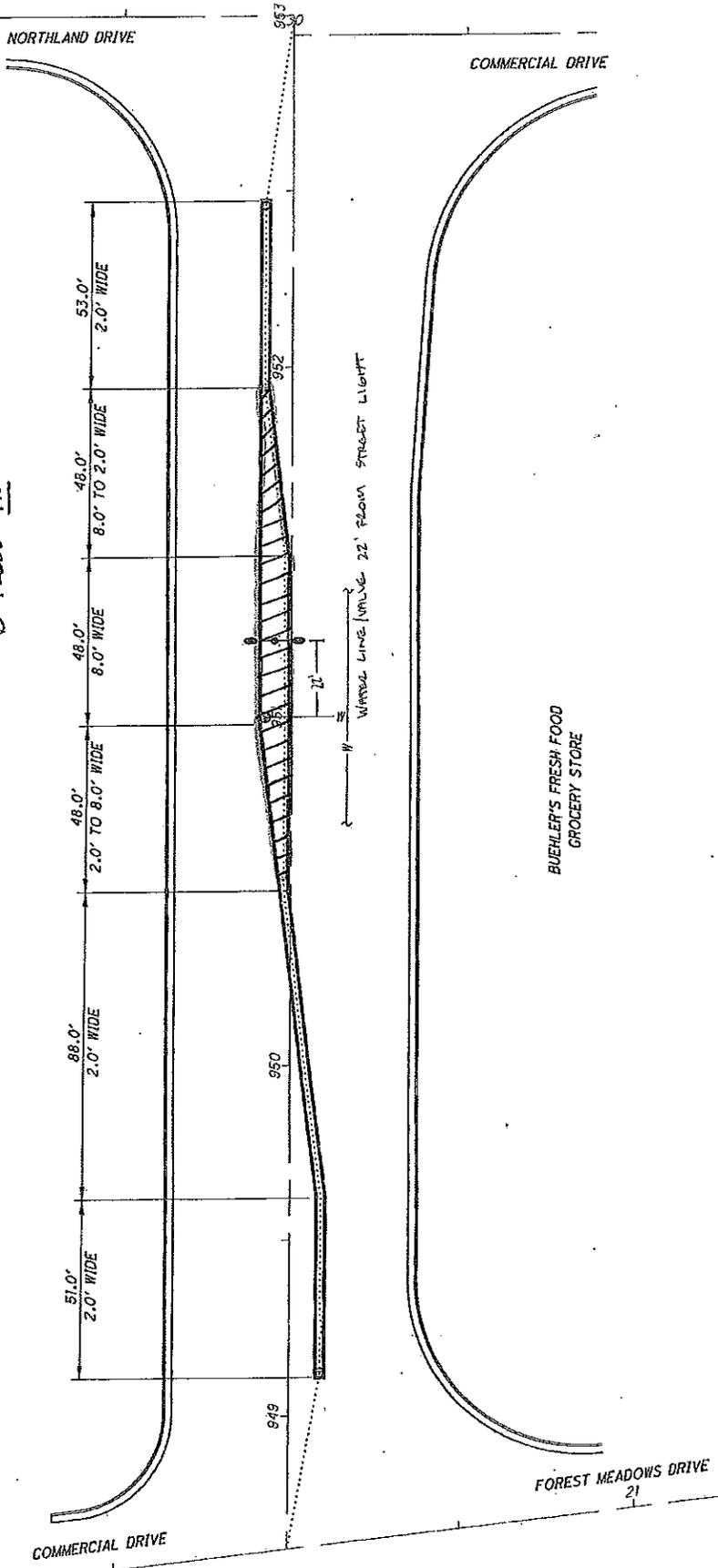


NOTE: WIDTHS ARE B/C TO B/C



MEDINA SHOPPING CENTER

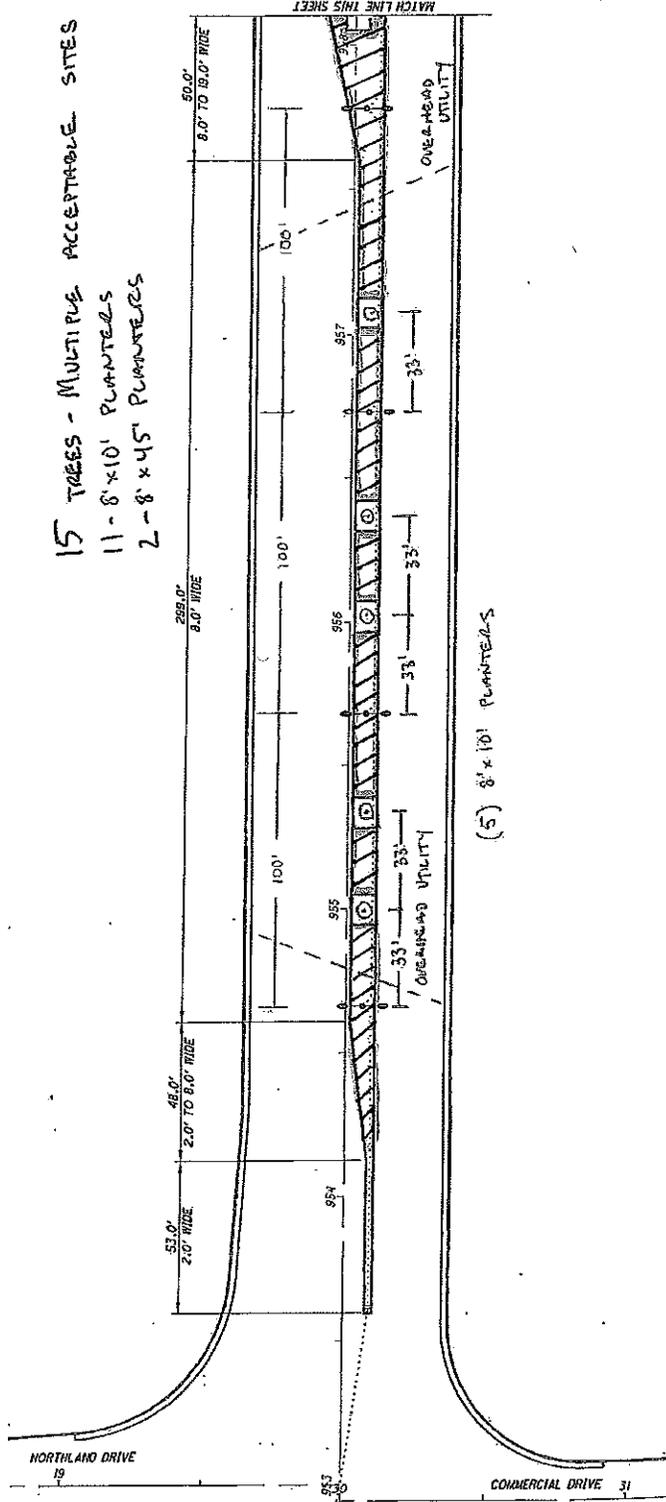
0 TREES - NO ACCEPTABLE PLANTING SITES



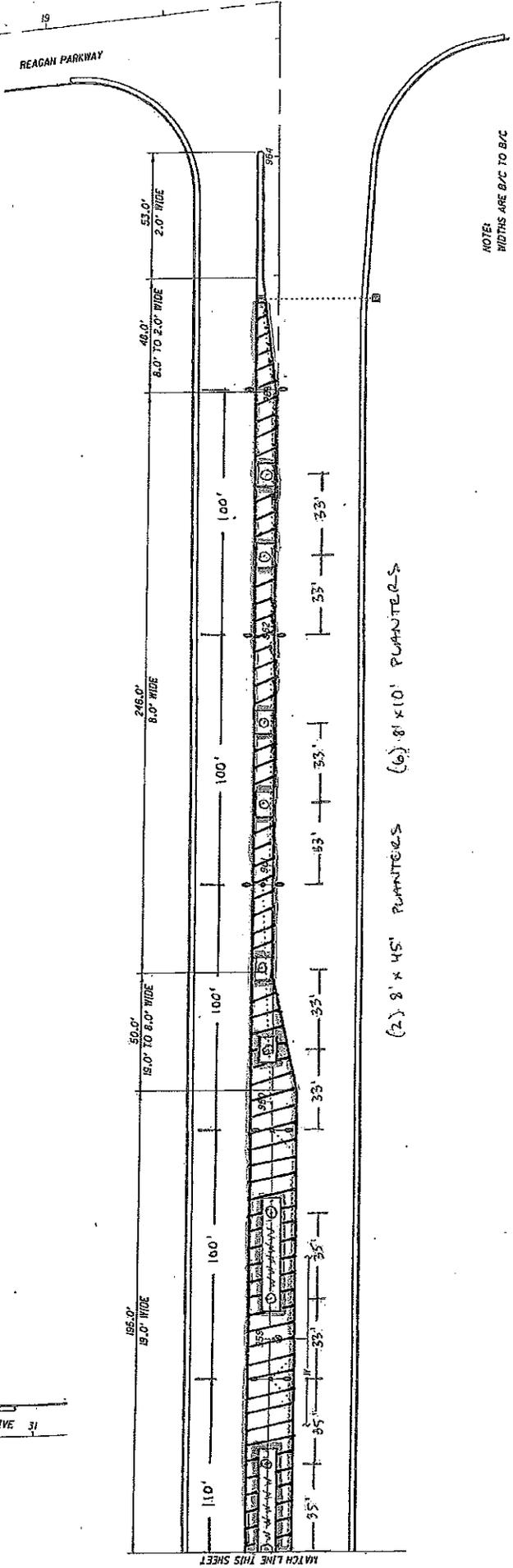
BUERLER'S FRESH FOOD
GROCERY STORE

NOTE:
WIDTHS ARE B/C TO B/C

15 TREES - MULTIPLE ACCEPTABLE SITES
 11 - 8' x 10' PLANTERS
 2 - 8' x 45' PLANTERS



(5) 8' x 10' PLANTERS



(2) 8' x 45' PLANTERS (6) 8' x 10' PLANTERS

NOTE:
 WIDTHS ARE B/C TO B/C

REQUEST FOR COUNCIL ACTION

No. CCA 19-011-1/14
Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: January 7, 2019
SUBJECT: Increase for Subpoena's for RITA delinquency program

SUMMARY AND BACKGROUND:

Increase to amount authorized for subpoena's that were sent to those who failed to respond to initial delinquency letter. Initially BOC authorized up to \$8,000 for the program. RITA sent @4,500 subpoenas. Estimated cost @ \$36,000. Per Mark Taranto with RITA, over \$500,000 has been identified so far as delinquent taxes. This amount will increase as more returns are filed.

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: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



Discussion

40% material

60% labor

Medina Recreation Center
Roof Construction Budget and Fee Schedule Breakdown

10/19/2018

Recreation Center Roof Section A & B	Quantity	Unit	Unit Cost	Total
Demolition	49368	Sq. Ft.	4.30	212,282
Vapor Barrier	49368	Sq. Ft.	2.90	143,167
Insulation System	49368	Sq. Ft.	4.75	234,498
Roof System	49368	Sq. Ft.	4.25	209,814
Flashing System	1486	L.F.	12.05	17,906
Sheet Metal System	2086	L.F.	16.48	34,377
Overflow Drain Installation	20	Each	900.00	18,000
Metal Deck Repairs/Replacement	4000	Sq. Ft.	7.50	30,000
Expansion Joint	237	L.F.	50.50	11,969
Parapet Wall Repairs	1	Lump	35,000.00	35,000
Warranty	1	Lump	2,200.00	2,200
Subtotal				949,214
5% Contingency				47,461
Total Probable Cost of Construction				996,674

1
2
3

Consultant Fee / Scope of Basic Services:

Concept & Schematic Design	23,020
Program verification and Detail Drawings	
Design Phase & Construction Documents	26,857
Specifications and Bidding Documents	
Bidding & Award Phase	1,535
Bidding Assistance & Recommendation	
Construction Phase & Closeout Documents	25,322
Administration of Construction, Site Visits, and Reporting	
Consultant Fees	76,733
Total Construction Budget including Consultant's Fee	1,073,407

- Pricing together ->

Google Earth

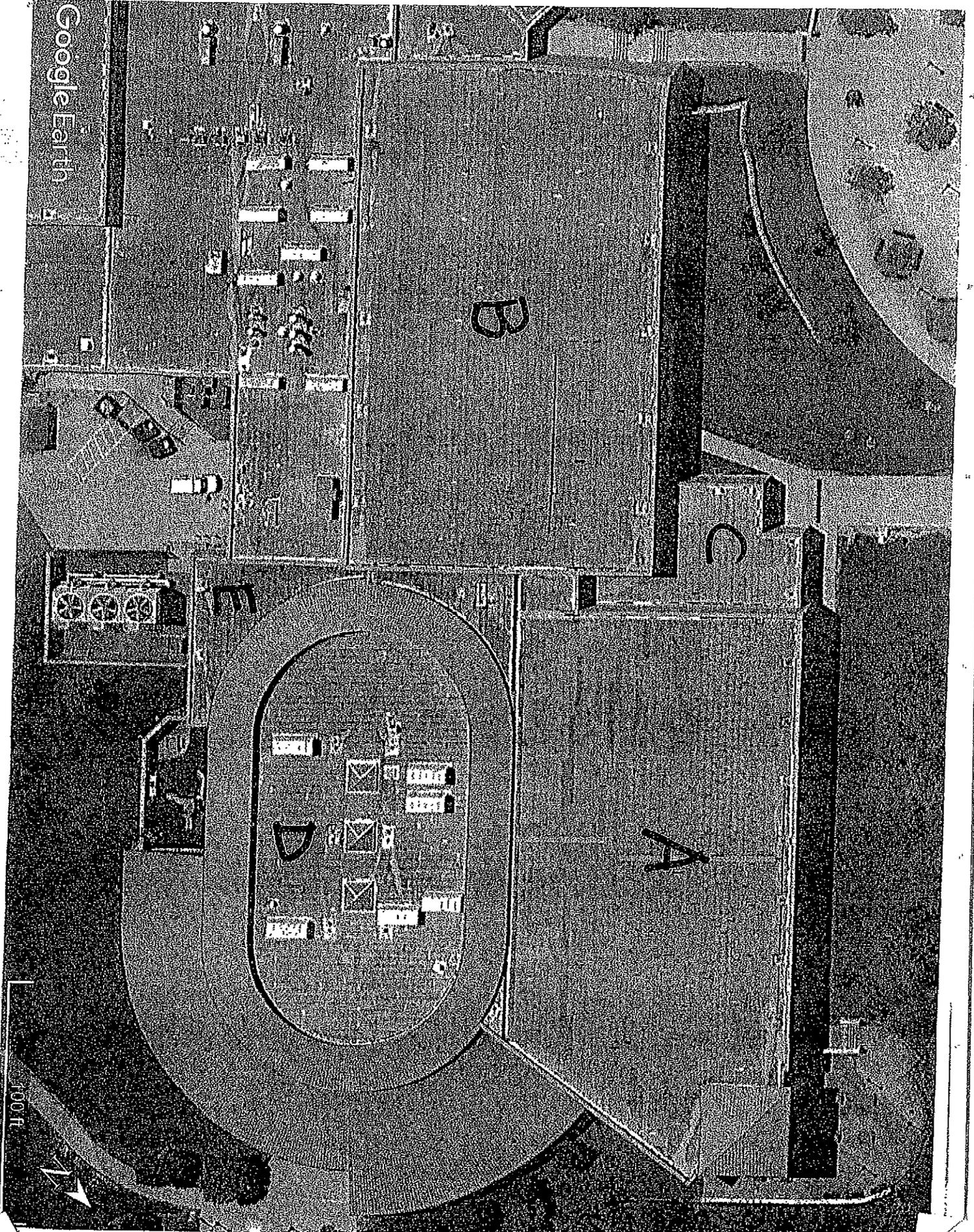
B

C

A

D

100 ft



OK
Hansen
1-8-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-012-1/14
Committee Finance

FROM: Sandy Davis
DATE: 01/08/19
SUBJECT: PY18 CHIP Grant
Tenant Based Rental Assistance Activity

SUMMARY AND BACKGROUND:

This is a request for approval of the attached contract between the City of Medina and the Medina Metropolitan Housing Authority for the implementation and administration of the Tenant Based Rental Assistance Activity within the PY18 CHIP grant.

The City was awarded a PY18 CHIP grant which began on September 1, 2018. One of the activities included in the grant is a Tenant Based Rental Assistance Activity which provides first month's rent, security deposit and/or utility deposits or any combination thereof for income eligible households. The total dollar amount awarded for this activity is \$30,000 plus \$3,000 for the administration of the activity.

A copy of the contract was included in the grant application to be fully executed upon the grant being awarded.

Suggested Funding:

- Sufficient funds in Account No. 139-0458-52215 Activity AC-18-05
- 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:

TENANT BASED RENTAL ASSISTANCE
PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Medina City, Ohio and
Medina Metropolitan Housing Authority

This agreement including the attached Terms and Conditions is made at Medina, Ohio by and between the City of Medina, Ohio hereinafter referred to as "City" and the Medina Metropolitan Housing Authority, a body corporate and political, organized under the laws of the State of Ohio, hereinafter referred to as "Authority" and;

WHEREAS, the City has been approved to implement a Tenant-Based Rental Assistance ("TBRA") Program to be funded by the Home Investment Partnership Program through the Ohio Development Services Agency, Office of Community Development, Community Housing Impact and Preservation Program; and;

WHEREAS, the City and the Authority have determined that the best use for these funds is to combine resources with MMHA and to utilize the City's Community Housing Impact and Preservation Program ("CHIP") TBRA funding for first month's rent, security deposit and/or utility deposit or any combination thereof and the Authority's funds to provide monthly rental assistance to low to moderate income households, and;

WHEREAS, the City wishes to contract with the Authority to conduct, manage, and carry out the City's Tenant-Based Rental Assistance Program on behalf of the City; and the Authority wishes to assist the City by performing such services; and;

WHEREAS, The Term of this Agreement shall begin on the date of its execution and shall terminate no later than October 31, 2020; and;

WHEREAS, all claims for reimbursement for rental assistance and administrative expenses incurred during the contract period will be submitted to the City by the Authority no later than November 30, 2020 unless this contract is extended by mutual consent with approval from the Ohio Development Services Agency. The City will make payments to the Authority upon receipt of the proper source documentation required by the CHIP Program;

NOW, THEREFORE:

SECTION 1. Upon receipt of an invoice the City will pay the Authority the amount approved to cover the following: First month's rent, security deposit and/or utility deposit or any combination thereof for eligible households as well as Authority fees for implementing the TBRA program; the Authority shall be paid in an Amount equal to 10% of the housing assistance payments for implementation costs not to exceed \$3,000; and;

SECTION 2. The Authority agrees to provide Rental Assistance to a minimum of fifteen (15) LMI Households city-wide (within the City of Medina or the City of Brunswick). The total sum for the reimbursement for activity cost and implementation of the activity paid to the Authority by the City shall not exceed \$33,000 for rental assistance.

CITY OF MEDINA, OHIO

**MEDINA METROPOLITAN HOUSING
AUTHORITY**

Mayor Dennis Hanwell

James Sipos, Executive Director
Medina Metropolitan Housing Authority

Date

Date

ATTACHMENT
PART II -- TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

2. Termination for Convenience of the City. The Community may terminate this Contract at any time giving at least ten (10) days' notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 thereof relative to termination shall apply.
3. Changes. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.
4. Personnel.
 - a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.
 - b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Contractor shall not assign any interest on this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

6. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Community.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of the Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, 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, creed, sex, color, age, familial status, 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, 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 Community setting forth the provision of this non-discrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
 - c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.

- 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 Community's Department of Housing and Community Development 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 non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future 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 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 (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, 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 the Community's Department of Housing and Community Development may direct 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 by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1988 as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns

which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training,
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
15. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
17. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

O. H.
D. H. Amney
1-879

REQUEST FOR COUNCIL ACTION

No. RCA 19-013-1/14

FROM: Jansen Wehrley *SSW*

Committee: Finance

DATE: January 8, 2019

SUBJECT: Reagan Parkway Multipurpose Trail extension- ODNR Recreational Trails Program

SUMMARY AND BACKGROUND:

The City of Medina Parks Department respectfully requests Council authorization to apply for and accept grant funding from the Ohio Department of Natural Resources Office of Real Estate Recreational Trails Program. This grant program provides up to 80% reimbursement assistance for Cities and villages, counties, townships, special districts, state and federal agencies, and nonprofit organizations. Eligible projects include: the development of urban trail linkages, trail head and trailside facilities, maintenance of existing trails, restoration of trail areas damaged by usage, improving access for people with disabilities, acquisition of easements and property, development and construction of new trails, purchase and lease of recreational trail construction and maintenance equipment, environment and safety education programs related to trails. Acquisition, development, and rehabilitation of recreational areas.

The parks department would like to utilize this grant opportunity to help offset costs associated with the construction of an approximate 2,230 linear foot linkage of the Reagan Parkway/Lake Medina Multipurpose Trail, West, from Larkens Way to the newly constructed US42/N. Court Street Multipurpose trail. This trail linkage will complete an important connection in the region linking the commercial businesses, Medina City, Medina Township, Lake Medina and eventually east to Montville Township through continued efforts of the Medina County Park District.

Should the grant be awarded to the City, we would ask that the Mayor be authorized to accept the grant and complete any and all documentation necessary for the implementation and administration of the grant.

Please see attached application guidelines, letters of support, diagrams, and engineers estimate

Estimated Cost: \$267,370.53

Suggested Funding: TBD based on grant award

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

Emergency Clause Requested: YES

Reason: Grant application must be postmarked by February 1, 2019

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

BUDGET ESTIMATE

CITY OF MEDINA ENGINEERING DEPT.

ITEM NO	DESCRIPTION	QTY	UNIT	BUDGET ESTIMATE	
				UNIT COST	ITEM TOTAL
EARTHWORK & REMOVAL ITEMS					
1	ODOT 201 Clearing and Grubbing, complete	1.0	LUMP	\$ 10,000.00	\$ 10,000.00
2a	ODOT 203 Excavation, not including embankment, including removal and disposal of excess material off site.	309.7	Cubic Yard	\$ 18.00	\$ 5,575.00
2b	ODOT 203 Excavation, not including embankment, for use as embankment on-site.	309.7	Cubic Yard	\$ 12.00	\$ 3,716.67
3	ODOT 203 Embankment, not including excavation	309.7	Cubic Yard	\$ 14.00	\$ 4,336.11
4a	Pavement Removal, 6" to 10" Concrete or Asphalt, including sawcutting (street and driveways)	40.0	Square Yard	\$ 18.00	\$ 720.00
4b	Sawcut (horizontal) Existing Concrete Curb	40.0	Lineal Foot	\$ 20.00	\$ 800.00
5	ODOT 202 Walk Removed	8,920.0	Sq Foot	\$ 2.50	\$ 22,300.00
6	Unsuitable Base Removed and Replaced with ODOT Type 1 & 2 Aggregate	100.0	Cubic Yard	\$ 60.00	\$ 6,000.00
7	Geogrid Subgrade Stabilization Matting, complete in place	100.0	Square Yard	\$ 7.50	\$ 750.00
SUBTOTAL, EARTHWORK & REMOVAL ITEMS:				\$	54,197.78

STORM SEWER					
8	Storm Sewer, 12-inch diameter, within pavement areas (premium fill required)	60.0	Each	\$ 75.00	\$ 4,500.00
9	Standard 2-2-B Catch Basin, complete in place	2.0	Each	\$ 1,500.00	\$ 3,000.00
10	Standard Storm Manhole, complete in place	2.0	Lineal Foot	\$ 2,800.00	\$ 5,600.00
SUBTOTAL, STORM SEWER:				\$	13,100.00

PAVEMENT					
11	Concrete Sidewalk, Four (4) inch thick, (4'-0" width), complete in place	800.0	Square Foot	\$ 7.50	\$ 6,000.00
12	Concrete Curb Ramp, ODOT Design A2, complete in place	480.0	Square Foot	\$ 14.00	\$ 6,720.00
13	ODOT Item 703.01 Type 1 & 2 Aggregate Base	50.0	Cubic Yard	\$ 48.00	\$ 2,400.00
14	ODOT 304 Aggregate Base	413.0	Cubic Yard	\$ 60.00	\$ 24,777.78
15	ODOT Item 448 Asphalt Concrete Surface Course, Type 2, PG-64-22	86.0	Cubic Yard	\$ 215.00	\$ 18,497.30
16	ODOT Item 448 Asphalt Concrete Intermediate Course, Type 2, PG-64-22	120.4	Cubic Yard	\$ 200.00	\$ 24,089.51
17	ODOT Item 407 Tack Coat	148.7	Gallon	\$ 4.50	\$ 669.00
18	Eight (8) inch fiber reinforced concrete pavement with aggregate base	65.8	Square Yard	\$ 75.00	\$ 4,933.33
19	ODOT Item 204 Proof Rolling	2.0	Hours	\$ 150.00	\$ 300.00
SUBTOTAL, PAVEMENT				\$	88,386.92

TRAFFIC SIGNALS					
21	ODOT 625 Conduit, 3"	80.0	Lineal Foot	\$ 14.00	\$ 1,120.00
22	ODOT 625 Trench, 24" Deep	80.0	Lineal Foot	\$ 15.00	\$ 1,200.00
23	ODOT 625 Pull Box	2.0	Each	\$ 900.00	\$ 1,800.00
24	ODOT 632 Pedestrian Pushbutton	1.0	Each	\$ 300.00	\$ 300.00
25	ODOT 632 Signal Cable, 4 Conductor, NO. 14 AWG	80.0	Lineal Foot	\$ 3.00	\$ 240.00
26	ODOT 632 Pedestal Foundation	1.0	Each	\$ 800.00	\$ 800.00
27	ODOT 632 Removal of Traffic Signal Installation, as per plan	1.0	Each	\$ 1,000.00	\$ 1,000.00
SUBTOTAL, TRAFFIC SIGNALS				\$	6,460.00

SEEDING and LANDSCAPING					
20	ODOT 659 Commercial Fertilizer	0.22	Tons	\$ 800.00	\$ 178.40
21	ODOT 659 Seeding and Mulching	2,477.8	Square Yard	\$ 3.00	\$ 7,433.33
22	ODOT 659 Water	0.1	M Gallons	\$ 500.00	\$ 50.00
23	ODOT 671 Type E Erosion Control Mats	100.0	Square Yard	\$ 3.00	\$ 300.00
SUBTOTAL, SEEDING and LANDSCAPING:				\$	7,961.73

INCIDENTALS					
24	Segmental Block Retaining Wall, complete in place	120.0	Square Foot	\$ 75.00	\$ 9,000.00
25	ODOT 604 Manhole Adjusted to Grade	2.0	Each	\$ 550.00	\$ 1,100.00
26	ODOT 207 Perimeter Filter Fabric Fence	2,230.0	Lineal Foot	\$ 3.00	\$ 6,690.00
27	ODOT 624 Mobilization	1.0	Lump Sum	\$ 10,000.00	\$ 10,000.00
28	Pre-Construction Video	1.0	Lump Sum	\$ 2,000.00	\$ 2,000.00
29	Construction Layout	1.0	Lump Sum	\$ 5,000.00	\$ 5,000.00
30	ODOT 103 Premium for Contract Performance Bond and Maintenance Bond	1.0	Lump Sum	\$ 4,400.00	\$ 4,400.00
SUBTOTAL, INCIDENTALS:				\$	38,190.00

BUDGET ESTIMATE

CITY OF MEDINA ENGINEERING DEPT.

SUMMARY	
SUBTOTAL, EARTHWORK & REMOVAL ITEMS	\$ 54,197.78
SUBTOTAL, STORM SEWERS	\$ 13,100.00
SUBTOTAL, PAVEMENT	\$ 88,386.92
SUBTOTAL, TRAFFIC SIGNAL ITEMS	\$ 6,460.00
SUBTOTAL, SEEDING and LANDSCAPING	\$ 7,961.73
SUBTOTAL, INCIDENTALS	\$ 38,190.00
TOTAL, CONSTRUCTION COSTS	\$ 288,296.43

ENGINEERING/DESIGN/PROJECT MANAGEMENT (15% of Total Construction Cost	\$ 31,244.46
RIGHT OF WAY	\$ 5,000.00
PRINTING, ADVERTISING, LEGAL	\$ 2,000.00
CONTINGENCY (10% of Construction Costs)	\$ 20,829.64
TOTAL BUDGET ESTIMATE:	\$ 267,370.53

Vicinity Map

Project Sponsor: City of Medina, Medina County, OH
Project Title: E. Reagan Pkwy Multiuse Path Connector
Project Site: ~1.035 acres (2,230 linear feet)

Existing
N. Court
Multiuse
Path

Legend
City of Medina

Existing
E. Reagan/
Lake Medina
Multiuse
Path

E. Reagan Pkwy
Multiuse Path
Connector

1 inch = 3,500 feet

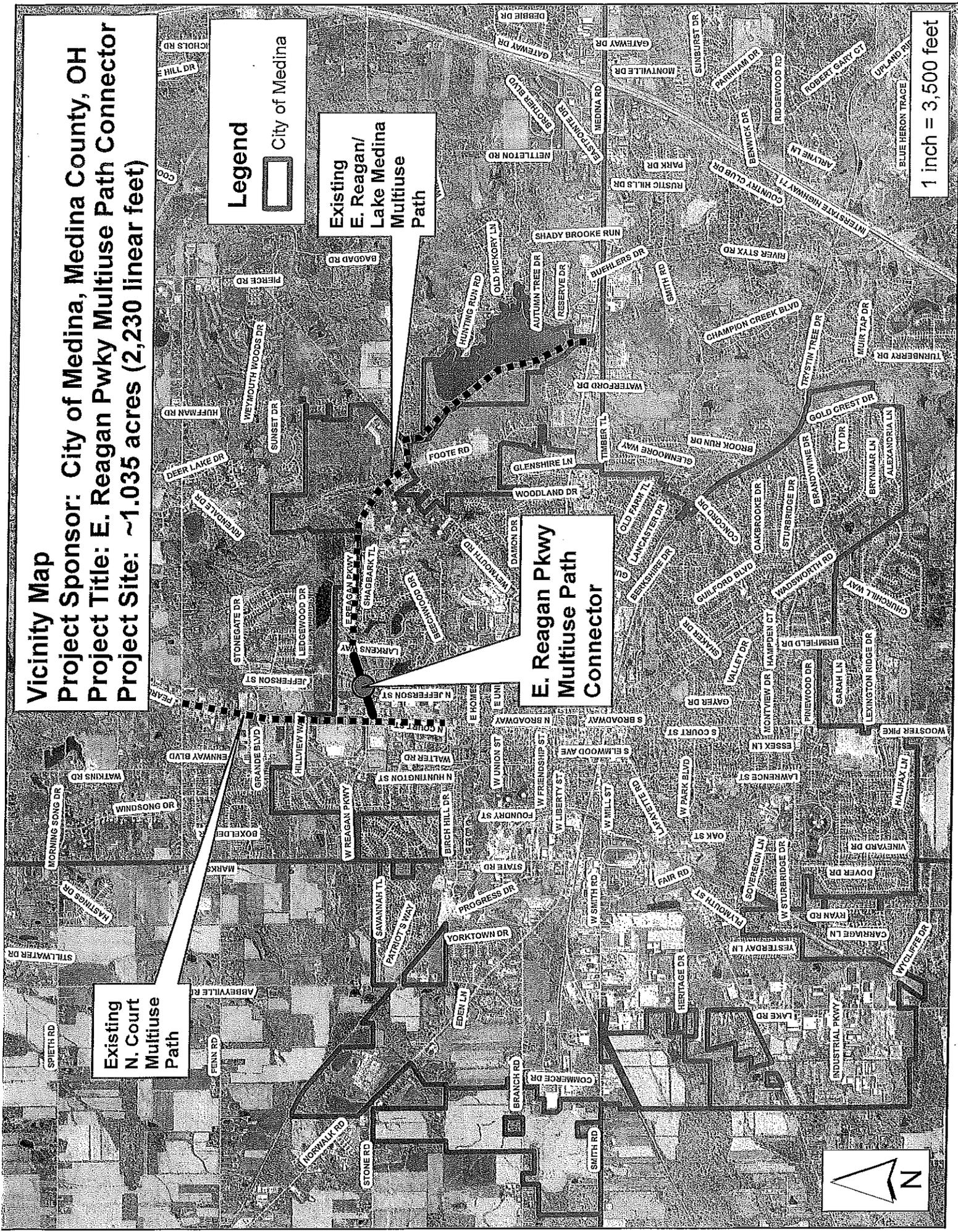
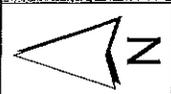


Exhibit A

Boundary Map

Project Sponsor: Cit of Medina, OH

Project Title: E. Reagan Pkwy Multiuse Path Connector

Project Site: ~1.035 acres (2,230 linear feet)

Existing
N. Court
Multiuse
Path

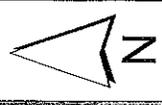
Subject
project
extent

2,230 linear feet of
City of Medina
public sidewalk/
multiuse path
for protection
under Section 6(f)3
of the L&WCF Act

Existing
E. Reagan
Multiuse
Path

Legend

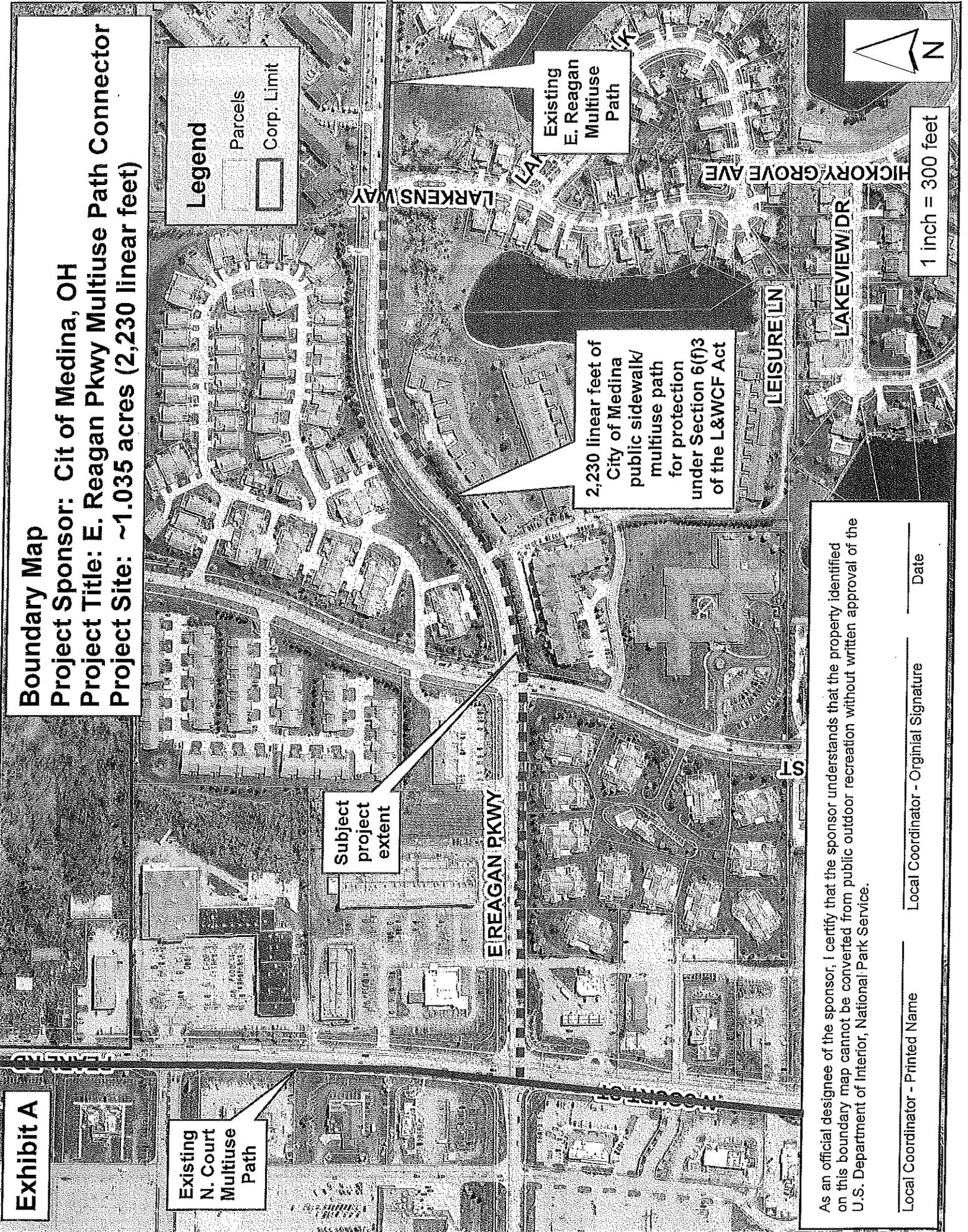
- Parcels
- Corp. Limit

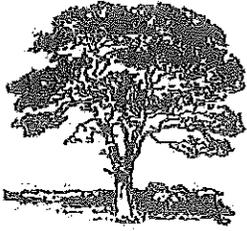


1 inch = 300 feet

As an official designee of the sponsor, I certify that the sponsor understands that the property identified on this boundary map cannot be converted from public outdoor recreation without written approval of the U.S. Department of Interior, National Park Service.

Local Coordinator - Printed Name _____ Local Coordinator - Original Signature _____ Date _____





MEDINA COUNTY PARK DISTRICT

6364 Deerview Lane • Medina, Ohio 44256

E-Mail: parcs@medinacountyparks.com

Website: www.medinacountyparks.com

**Board of Park
Commissioners:**

Kathleen E. Davis
Andrew J. de Luna
Dennis B. Neate

Director:

Nathan D. Eppink

Telephone:

330-722-9364

Toll Free:

844-722-9364

Fax:

330-722-9366

December 20, 2018

City of Medina
Attn. Jansen Wehrley, Parks
132 N. Elmwood Ave.
Medina, OH 44256

Dear Jansen:

I'm writing in support of the city's grant application to the Recreational Trails Fund. Linking the existing multipurpose trail on Reagan Parkway to the city's new trail on North Court Street will complete important connections in the region.

In addition, retail and residential areas will be better connected to the "hidden gem" that is Lake Medina. The park district is currently planning a number of improvements to the park, including new pedestrian connections from points south.

The trail extension you have planned will make the city a more walkable, bikeable community, and it positively impacts the work of Medina County Park District.

Sincerely,

Nathan D. Eppink
Director

email: neppink@medinaco.org
direct: 330-764-8484

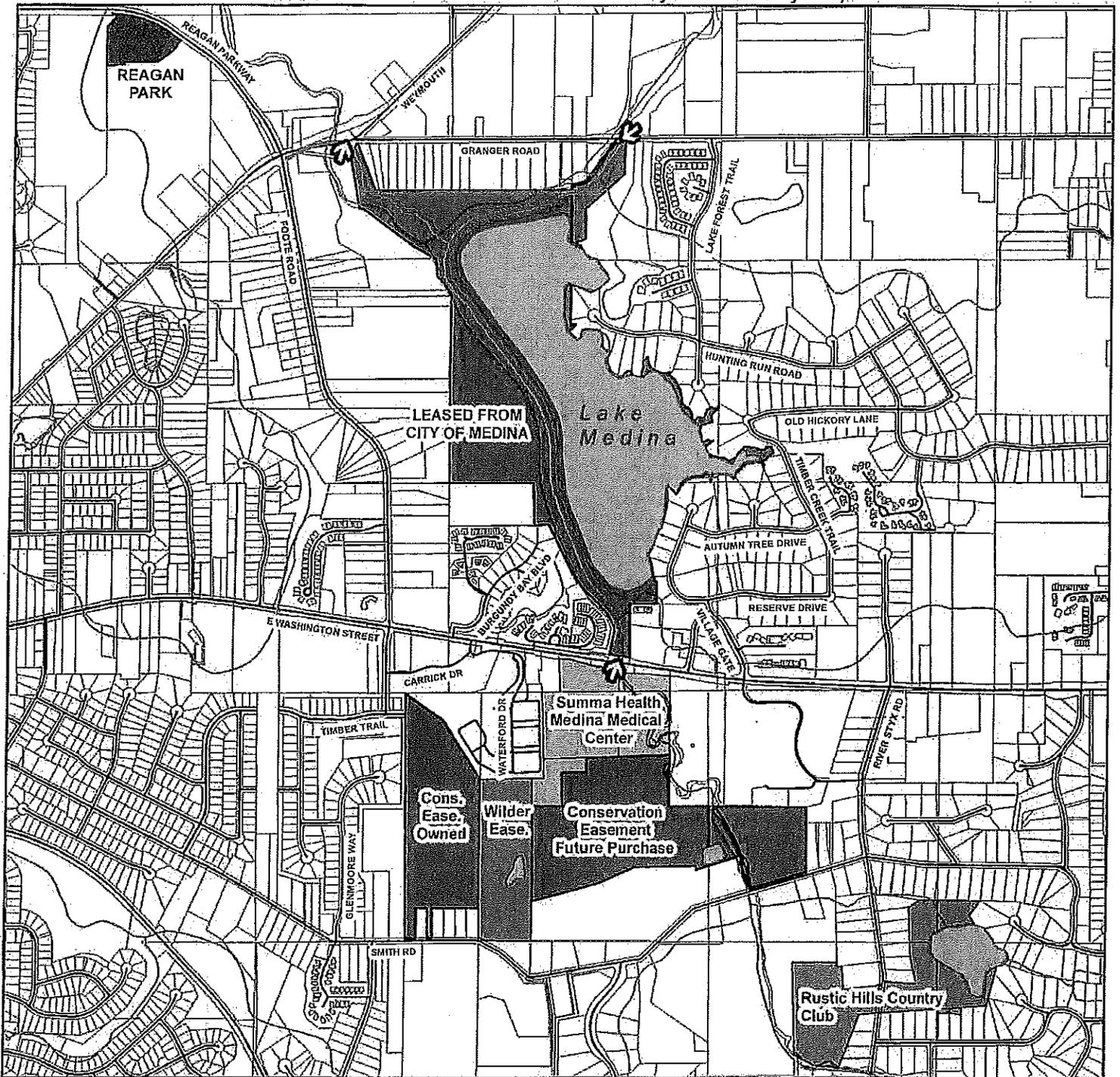




Medina County Park District

West Branch of the Rocky River

Lake Medina Trail Extension Project Boundary Map



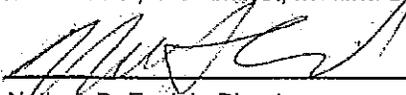
Medina County Park District
 Centerlines
 Upper Trail
 Lower Trail
 Parcel Lines
 Entrance



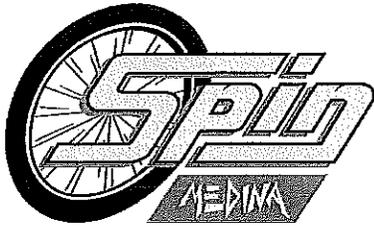
1 inch = 1,500 feet

0 250 500 1,000 1,500 Feet

Information derived from Medina County GIS data, Medina County parcel records, Medina County Park District records, and 2017 Medina County Orthophotography; NAD 1983 HARN State Plane Ohio North; Projection: Lambert Conformal Conic, Created by: Donna J. S. Fonner, GIS Analyst, Medina County Park District - 12/19/2018


 Nathan D. Eppink, Director
 Medina County Park District, Project Sponsor

12/19/18
 Date



Jansen Wehrley
Parks Director
Superintendent of Parks, Cemetery, and Forestry
City of Medina, Ohio

Dear Mr. Wehrley:

As a small business owner of a local bike shop in Medina, I am aware of the issues cyclists face in navigating busy roads in our area. Working toward expanding the infrastructure to allow for better access to local trails would be a huge benefit to our local community.

I am writing in support of the proposed Reagan Parkway multi-use Path Connector that will extend from Larkens Way and Reagan Parkway West to N. Court Street.

Having a linked multi-use path will benefit the residents of this area by allowing better access to the city by bicycle or foot. In addition, the safer the routes are for cyclists and pedestrians, the more we could see an increase in both ridership and usage.

A safer route such as this plan, would help create a draw for local users which would help support local businesses like myself and many others.

If you have any questions I can answer, feel free to contact me at 330.952.0599

Regards,

A handwritten signature in black ink that reads "Ray Wagner". The signature is written in a cursive, flowing style.

Ray Wagner
Owner, Spin Bike Shop Medina

Spin Bike Shop Medina
4463 Weymouth Road, Medina, Ohio 44256
330. 952. 0599 www.facebook.com/SpinMedina

Jansen Wehrley

From: Robert Soroky <robert@centurycycles.com>
Sent: Saturday, January 5, 2019 12:03 PM
To: Jansen Wehrley
Cc: Lynne Nawalaniec
Subject: Letter of Recommendation

Hi Jensen,

I understand that you are working on a grant application to build a multipurpose trail connecting Larkens Way and Reagan Parkway West to N. Court Street so as to link the commercial businesses in that area. As manager of Century Cycles Medina on N. Court Street, it has been exciting to see the continued development of infrastructure in this area, from the influx of new businesses, the revamping of major streets, and the attention given to the park and trail systems.

With health and wellness initiatives being the driving force behind many businesses, and the county itself creating the Healthy Medina movement, the opportunities for individuals to get outside and exercise has never been greater. Your proposed trail connection not only makes those opportunities safer, but also unifies the urban fabric for all walkers, hikers and cyclists. We are also excited to hear there are future trail connection proposals in the works as well, all of which will bring the community, parks and local businesses even closer together!

Century Cycles also has various community rides planned for 2019 and beyond, many designed to tour around the county with stops at various restaurants, and having these connecting trails will make rides like this so much more accessible and enjoyable for the everyday rider.

Thanks for all your work towards the continued development of Medina County and we wish you success in moving forward with your proposal for these beneficial trails for the county!

--

Fair Winds!

Bob Soroky, Store Manager - Medina
Century Cycles - Ohio's FIRST GOLD-Level Bicycle Friendly Business
Phone: 330-722-7119

robert@centurycycles.com

www.centurycycles.com

Define your life. Ride a bike.™

Guidelines for the Recreational Trails Program

Introduction and Purpose

Introduction and Purpose

The Moving Ahead for Progress in the 21st Century Act commonly referred to as MAP-21 (PL 112-141), reauthorized the Recreational Trails Program (RTP) through Federal fiscal years 2013 and 2014, which was originally established as the National Recreational Trails Fund at significantly higher funding levels than in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (PL 111-68), commonly referred to as SAFETEA-LU. The RTP provides for the transfer of federal gas taxes paid on fuel used in off-highway vehicles used for recreational purposes. The funds can be used to assist government agencies and trail groups in the rehabilitation, development, maintenance, and acquisition of recreational trails and related facilities. The trails may be motorized, non-motorized, or multiple use trails. RTP funds can also be used for environmental protection and safety education projects related to trails.

I. Revenue

A. Source and Amount

In 2019 \$82,365,802 was authorized for the Recreational Trails Program: Ohio's allocation is \$1,677,851 million for Federal Fiscal Year 2019. The FAST-ACT further extends the Recreational Trails Program through 2020. These figures are subject to change based on the amounts of non-highway recreational fuel use in each state.

B. Distribution

Distribution of funds to eligible government agencies and trail groups will be on a statewide competitive basis, as determined by need, type of project, project costs, and the capability of the project sponsor (applicant) to fund, operate, and maintain the project. Additional considerations are included in the Project Selection Process.

After a deduction of 7 percent of the state's annual allocation for administration, the Recreational Trails Program mandates that not less than 30 percent of the monies received annually shall be reserved for uses relating to motorized recreational trail use and not less than 30 percent shall be reserved for uses relating to non-motorized recreational trail use. To ensure diversified trail use, at least 40 percent will be used for both motorized and non-motorized use, but preference will be given to projects with the greatest number of compatible recreational uses and/or that which provide for innovative recreational corridor sharing to accommodate motorized and non-motorized recreational trails.

C. Cost Sharing

RTP will reimburse up to 80 percent of total approved project costs. The remainder of the costs will be borne by the project sponsor. The RTP is a reimbursement program, meaning that a project sponsor must have sufficient cash, donations, or eligible in-kind services to pay for work, and then be reimbursed the grant percentage after approval of reimbursement request

II. Types of Eligible RTP Projects

- A. Maintenance and restoration of existing trails
- B. Development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails. Trailside and trailhead facilities include but are not limited to the following: 1) drainage; 2) crossings; 3) stabilization; 4) parking; 5) signage; 6) control devices (signs, signals, and markings); 7) shelters, and 8) water, sanitary and access facilities.
**If your trailside or trailhead facilities benefits users outside of trail users, ODNR will not participate in the entire cost of the trailside or trailhead facility. ODNR will establish a percentage of the projects cost that will be eligible for reimbursement from the RTP program. This percentage is not negotiable. For example, if a trail restroom or trailhead parking lot will be used by park users and trails users, ODNR will establish a percentage of the facilities costs that will be eligible for reimbursement from the RTP program.*
- C. Purchase or lease of recreational trail construction and maintenance equipment;
- D. Construction of new recreational trails, except that, in the case of new recreational trails crossing Federal lands, construction of the trails shall be:
 - (i) permissible under other law;
 - (ii) necessary and required by a statewide comprehensive outdoor recreation plan that is required by the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601-4 et seq.) and that is in effect;
 - (iii) approved by the administering agency of the State designated under subsection (c)(1); and approved by each Federal agency having jurisdiction over the affected lands under such terms and conditions as the head of the Federal agency determines to be appropriate, except that the approval shall be contingent on compliance by the Federal agency with all applicable laws, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), the Forest and Rangeland Renewable Resources Planning Act of 1974 (16 U.S.C. 1600 et seq.);
- E. Acquisition of easements and fee simple title to property for recreational trails or recreational trail corridors;
- F. Operation of educational programs to promote safety and environmental protection as those objectives relate to the use of recreational trails, but in an amount not to exceed 5 percent of the apportionment made to the State for the fiscal year.

III. Ineligible RTP Projects

Recreational Trails Program funds may **NOT** be used for any of the following:

- A. Condemnation of any kind of interest in property;
- B. Construction of any recreational trail on National Forest System land for any motorized use unless;
 - (1) the land has been designated for uses other than wilderness by an approved forest land and resource management plan or has been released to uses other than wilderness by an Act of Congress; and
 - (2) the construction is otherwise consistent with the management direction in the approved forest land and resource management plan;
- C. Upgrading, expanding, or otherwise facilitating motorized use or access to recreational trails predominantly used by non-motorized recreational trail users and on which, as of May 1, 1991, motorized use was prohibited or had not occurred.
- D. Examples of Projects Not Eligible for Funding:

- | | | |
|-----------------------|-------------------|---------------------------|
| • Sidewalks | Insurance | Playground Equipment |
| • Law Enforcement | Promotional Items | Concrete Trails |
| • Campgrounds | Legal Fees | Roads |
| • Feasibility Studies | Picnic Facilities | Condemned Land |
| • Lighting | Golf Cart Trails | Stream Bank Stabilization |

IV. Allowable Costs

A. Basic Concept

The Recreational Trails Program is a reimbursable grant program. To be eligible for matching assistance, costs other than design or appraisal costs must be incurred within the project period, stipulated by a signed project agreement.

B. Development, Rehabilitation, and Maintenance

Upon receipt of a signed project agreement provided by the Ohio Department of Natural Resources, development, rehabilitation, and maintenance costs are eligible for reimbursement and are incurred at the start of actual physical work on the project site and continue through the period the work is being done. Costs must be incurred within the project period (contract execution date through contract expiration date) to be eligible for reimbursement. Initial master planning costs are not eligible, but applicable construction drawings may be eligible.

C. Acquisition

Acquisition costs are eligible for reimbursement **if incurred during the grant contract period** and are considered incurred on the date when the earliest of any of the following takes place:

1. Participant accepts deed, lease (the lease must be for the minimum of 15 years and be non-revocable) or other conveyance
2. Participant makes full payment for the property
3. Participant makes first payments in a series of payments

Costs of acceptable appraisals and valid incidental costs for the project are eligible for reimbursement only if the grant is approved.

All eligible acquisitions should be done under an approved grant contract. The acquisition must still be completed using state compliance guidelines.

Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970

All acquisitions must conform to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Federal Uniform Act) P.L. 91-646. This law prescribes policies and procedures to ensure fair, equitable, and uniform treatment of persons whose land is acquired through federally assisted programs.

The provisions of the Federal Uniform Act apply to the acquisition of all real property for, and the relocation of all persons displaced by, projects which receive federal assistance.

The Act applies regardless of whether federal assistance is used for acquisition or development. For example, an organization cannot knowingly circumvent the federal law by acquiring the land with local funds and not follow the regulations of the Act and then apply for development funds in a later project. For all development projects, proof must be supplied that the project site was acquired in accord with P.L. 91-646 if the land was acquired after January 2, 1971. This is explained in more detail for development projects in Attachment V, page 62.

There are two major sections to the law: policies regarding the acquisition of land and relocation benefits to landowners. Each section will be discussed separately in this application. The acquisition procedures explained in this chapter, should be read with extreme care. If the procedures are not followed, the sponsor could encounter significant problems with your reimbursements regardless of the method of acquisition.

D. Donations

ODNR encourages the donation of land, cash, materials and labor contributions by non-government, private parties. The value of donations may be used as all or part of the project sponsor's share of project costs. The method of valuation and charges for land, materials, equipment and labor must be approved by ODNR prior to the donations being applied to reimbursement requests in order to be considered as part of the grantees' matching share.

1. Materials

Prices of donated materials must be documented, should be reasonable and should not exceed current market prices at the time they are charged to the project(s).

2. Equipment

The hourly rate or millage for donated equipment used on a project shall conform to ODOT's Rolling Stock & Allied Equipment Costs. **2018 ODOT Equipment Rates**. If equipment rate is not included in this ODOT rate schedule, costs shall not exceed local fair-rental value (excluding operator). Project sponsors must supply documentation signed by the donor stating the date(s); number of hours used per date; the type and model of the equipment used; price per hour or day; and total cost claimed as a donation.

3. Real Property

The value of donated real property shall be established by an independent appraiser. The state will review the USPAP narrative analytical appraisal and, if disputes arise as to fair market value, the property will be re-appraised by another appraiser chosen by the state. Project sponsors will pay for the appraisals, which are eligible for reimbursement. Appraisers will be selected by the local sponsor from the ODNR/ODOT appraiser list. An appraisal report is also required for all projects involving the donation of real property. If the appraisal is acceptable, the fair market value of a donated parcel can be used as all or part of the non-federal share. Land transfers from one public agency to another are not eligible.

Before any real property can be donated to a project sponsor it is required that the project sponsor must read and understand the RTP property acquisition and procedures located in Attachment V, page 62 of this application.

If there are any questions concerning these new procedures contact:

D'Juan Hammonds, Program Manager
Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E-2
Columbus, Ohio 43229
Email: Djuan.hammonds@dnr.state.oh.us
telephone: (614) 265-6417 fax: (614) 267-4764

4. Labor

Volunteer labor services may be contributed by professional and technical personnel, consultants, and skilled or unskilled labor. **"Administrative" labor is not eligible.** Each hour of service may be counted as part of the local sponsor's matching share if the service is part of an approved project. The records of labor contributions must include time sheets. The value for a person donating non-skilled services should be figured at the same rate as that paid to an entry level laborer (\$15.00/hour). If the donor is professionally skilled in a trade or service, the rate this individual is usually paid may be claimed for matching assistance. A letter from the donor's employer, on company letterhead, must document this rate.

E. In Kind Services

In-kind labor may be contributed by the sponsor's professional, technical, skilled or unskilled staff. **Administrative labor is not eligible for reimbursement.** Each hour of service may be counted as reimbursable expense if the service is a component of the approved project. Records of in-kind contributions of personnel services must include daily time sheets.

F. Planning (Preparation of Construction Drawings/Documents)

In cases where the assistance of an architect, landscape architect, consultant, planner, or engineer is required for a project, a share of the costs may be borne by program funds. To be eligible for reimbursement, planning costs must reflect actual grant work that was performed.

Planning work is not eligible as a stand-alone project.

V. ADMINISTRATION

A. General Responsibility

The Office of Real Estate will administer the RTP program and insure both the successful performance of the project and the continued operation and maintenance of aided facilities for public recreational trail use. The ODNR Office of Real Estate will also inspect projects to insure compliance with the intent of the program. In addition, as mandated by the RTP, ODNR has worked cooperatively with the State Recreational Trail Advisory Board (SRTAB) to develop criteria and procedures for selecting projects for funding from the RTP.

B. Eligible Applicants

1. Political Subdivisions of Ohio

- a. cities, villages
- b. counties
- c. townships
- d. special districts such as park districts, joint recreation boards, or conservancy districts
- e. jointly sponsored projects between political subdivisions

2. State Government Agencies

- a. ODNR
- b. Ohio Historical Society
- c. Other state agencies

3. Federal Government Agencies

- a. National Park Service
- b. U.S. Forest Service
- c. U.S. Fish and Wildlife Service
- d. U.S. Army Corps of Engineers
- e. Other federal agencies

4. Non-profit organizations

C. Applicant Responsibilities

1. Accessibility

One of the goals of the RTP program is to provide and improve recreational access opportunities for people with disabilities. As such, all facilities assisted with RTP monies must conform to standards outlined by the Recreation Regulatory Negotiation Committee: Regulatory Negotiation Committee on Accessibility Guidelines for Outdoor Developed Areas, Final Report dated September 30, 1999.

[Access Board Guidelines and Standards Link](#)

2. Ownership

A project sponsor must either own or have a sufficient long term non-revocable lease or easement for an RTP project area. A long-term lease or easement must be for a minimum of 15 years beyond project close out.

D. Project Evaluation

In selecting projects for funding, the ODNR will evaluate the project's costs, site considerations, justification of need, use, number of people served, range of trail needs that will be served, accommodations for special populations, and the applicant's capability to fund, operate and maintain the facility.

E. Matching Requirements

Project sponsors will be reimbursed up to 80 percent of the total cost of acquisition, development, maintenance or rehabilitation undertaken. The remaining share of the project costs will be borne by the project sponsor.

1. Federal Agency Project Sponsor

Notwithstanding any other provision of law, a Federal agency that sponsors a project under this section may contribute additional Federal funds toward the cost of a project, except that:

- (A) The share attributable to the Secretary of Transportation may not exceed 80 percent of the cost of a project under this section; and
- (B) The share attributable to the Secretary and the Federal agency may not exceed 95 percent of the cost of a project under this section.

The use of funds from federal programs to provide non-federal share, notwithstanding any other provision of law, the non-Federal share of the cost of the project may include amounts made available by the Federal Government under any Federal program that are:

- (A) expended in accordance with the requirements of the Federal program relating to activities funded and populations served; and
- (B) expended on a project that is eligible for assistance under this section.

2. State and Local Funds

Any eligible state or local government funds may be used toward the 20 percent match. This could include tax sources, bond issues, cash, or force account contributions.

3. Private Gifts/Donations

Private individuals, entities, organizations, or corporations may donate funds, rights-of-way, materials, real property, or services (including donated labor) toward the non-federal share. The Department of Natural Resources will approve documentation of the fair market value of donated private rights-of-way, materials, or services. The value of each gift must be estimated at the time of application. Applicant cannot take possession of any real property until a state/local agreement is signed (only if applicant intends to use the value of the real property for cost sharing purposes).

VI. AVAILABILITY TO USERS

Projects acquired, developed and rehabilitated with RTP assistance shall be open to all persons regardless of race, color, religion, creed, gender, national origin, age, or disability.

A. Use Limitations

Project sponsors may impose reasonable limits, with state prior approval, on the type and extent of use of areas and facilities acquired, developed, maintained, or rehabilitated with RTP assistance when such a limitation is necessary for maintenance or preservation.

B. User Fees

User fees are permitted at areas and facilities assisted with program funds, but such fees must be reasonable and not exceed fees charged at comparable public facilities. Fees must be approved by the Department of Natural Resources prior to implementation.

C. Non-Residents

Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that the reasonable differences in admission or other fees may be maintained on the basis of residence.

VII. RESPONSIBILITIES AFTER PROJECT COMPLETION

A. Operation and Maintenance

All areas and facilities acquired, developed, maintained, or rehabilitated with RTP assistance must receive adequate maintenance to insure continuing public use in a safe and sanitary manner and must be open to the general public during reasonable hours of operation.

B. Retention The project sponsor is obligated to maintenance and use of the project for a minimum of 15 years beyond project closeout.

C. Penalties

Failure to comply with the provisions of this program shall be considered just cause for the ODNR, at his/her election, to withhold future payments to the project sponsor, withhold action on all pending projects of the grantee for the infraction in question and/or withhold from current or future reimbursements due to the project sponsor the amount of assistance previously paid out for the project(s) involved. The Director could also notify other state or federal agencies of the compliance failure.

RTP Project Application Process

1. **SUBMISSION - February 1st** – The project applicant submits the application to the Ohio Department of Natural Resources (ODNR). Receipt of the application is acknowledged. ODNR staff reviews the proposal to determine the applicant's and the project's eligibility. The application is also checked for completeness. If it is found to be incomplete or unacceptable, the applicant will be notified.
2. **SITE VISITS AND REVIEW – February 1st through August 1st (approximately)** –All eligible proposals are reviewed by ODNR staff. Unscheduled site visits are conducted to all proposed projects. Project sponsors are contacted if ODNR staff members have questions. Projects are then scored by the review team. When this process is complete, the Director of ODNR reviews and approves ODNR staff funding recommendations.
3. **RECOMMENDATIONS AND APPROVAL - October or November** – Project sponsors are notified in writing of the status of the application(s). *Project sponsor may not begin the project until a project agreement is executed between ODNR and the project sponsor.* If the proposal(s) is not selected, the applicant may re-apply for the next year's funding cycle (if available), by sending a letter of request.
4. **AGREEMENT** – A contract is signed to assure that the applicant will complete the project within 15 months and be eligible to receive up to 80 percent reimbursement. The contract is between the state (ODNR) and the project sponsor. After the signing of the agreement, a copy will be sent to the project sponsor.
5. **PROJECT IMPLEMENTATION** – The project sponsor may proceed with project construction after completing several additional required steps (see Information for Awarded Sponsors). Reimbursement requests may be made after funds have been expended.
7. **PROJECT COMPLETION** – The project should be completed within 15 months. A site inspection will be made after the project is complete; ODNR staff may also visit the project at any time during construction. An RTP acknowledgement sign must be posted in a conspicuous location when the project is complete. This sign can be purchased from the ODNR by the project sponsor, prior to the completion of the project, or purchased from a vendor of the project sponsors choosing or made "in house" using ODNR supplied art work.

RCA 19-004-1/14

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

OK Harvey
25-1-8-19
Finance Only

- 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: 1/8/2019

Department: Uptown Park

Amount: \$24,580.00

B.O.C. Approval Date: _____

(Finance Use Only)

Account Number: 104-0305-54412

Vendor: Morrison Custom Welding *New vendor

Department head/Authorized signature: _____

Item/Description:

Provide all materials, labor and equipment to fabricate and install bronze ornamental handrails for gazebo per plans and specifications from Architectural Design Studios. Existing handrails are not code compliant and have failed. The design was unanimously approved by UPAC on 10/15/18 and a Certificate of Appropriateness was issued by the Historic Preservation Board on 10/12/18

*New appropriation needed for this project, adjustment to follow.

*Authorize the mayor to sign quote and the City of Medina contract for the project.

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 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

**RESOLUTION
HISTORIC PRESERVATION BOARD
CITY OF MEDINA, OHIO**

October 12, 2018

City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

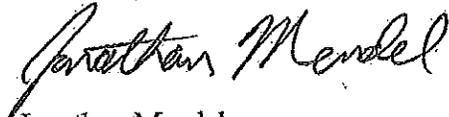
PROPERTY: Public Square-Gazebo

CASE NO: H18-20

WHEREAS, YOUR APPLICATION WAS DULY PROCESSED AND AFTER APPROPRIATE REVIEW AND STUDY THE BOARD HAS PASSED THE FOLLOWING RESOLUTION:

The Historic Preservation Board at the October 11, 2018 meeting has approved Certificate of Appropriateness for gazebo railings replacement on Public Square as submitted.

Sincerely,

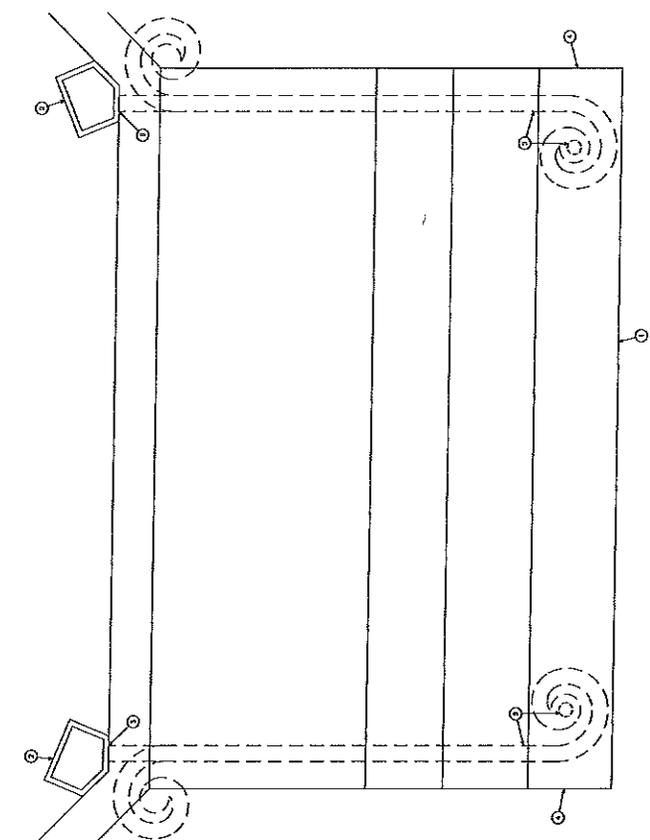
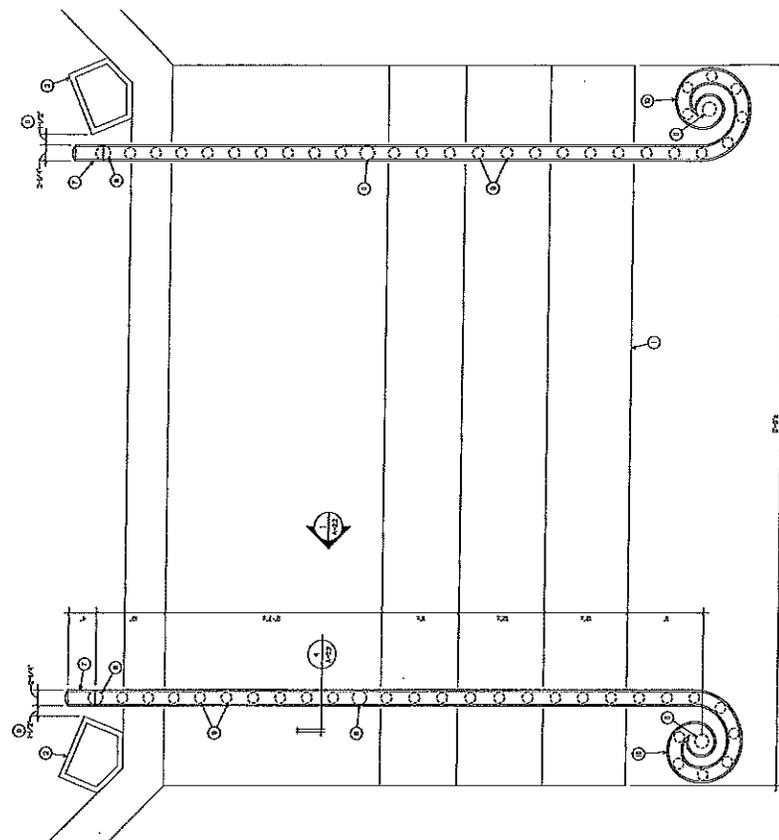


Jonathan Mendel
Community Development Director



GAZEBO STAIR PLAN & DEMOLITION PLAN NOTES

- 1 EXISTING STAIR STEP.
- 2 EXISTING GAZEBO POST.
- 3 EXISTING STAIRING MATERIAL AND POST. INCLUDES CENTER OF GRAVITY PIVOT BALL.
- 4 EXISTING BALL TO BE REMOVED ON NEW STAIRING DESIGN.
- 5 NEW STAIRING. STAIRING TO BE REMOVED ON NEW STAIRING DESIGN. STAIRING TO BE REMOVED ON NEW STAIRING DESIGN.
- 6 EXISTING STAIRING. STAIRING TO BE REMOVED ON NEW STAIRING DESIGN. STAIRING TO BE REMOVED ON NEW STAIRING DESIGN.
- 7 EXISTING STAIRING. STAIRING TO BE REMOVED ON NEW STAIRING DESIGN. STAIRING TO BE REMOVED ON NEW STAIRING DESIGN.
- 8 REMOVE EXISTING STAIRING MATERIAL. NO GAZEBO COLUMN.



1 GAZEBO STAIR PLAN
SCALE 1/2" = 1'-0"

2 DEMOLITION PLAN
SCALE 1/2" = 1'-0"

ANTHONY J. KELLY
PROFESSIONAL ENGINEER
STATE OF OHIO
LICENSE NO. 9433

STUDIOS RENAISSANCE
Architects
Preservation
Graphic
Interior Design

100 E. Smith Road
Medina, OH 44256
440.272.6873

MEDINA GAZEBO RENOVATION
MEDINA, OHIO 44256

MEDINA GAZEBO RENOVATION
MEDINA, OHIO 44256

CONSTRUCTION
NOTES

THESE DRAWINGS AND SPECIFICATIONS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS FOR THE PROJECT.

FOR THE ARCHITECT'S USE ONLY
NO PART OF THESE DRAWINGS OR SPECIFICATIONS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

A-2.1

RCA 19-015-1/14
ok Finance Only
Done
1-8-19

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: 1/8/2019

Department: Sports Fields

Amount: \$15,729.06

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 104-0309-54413

Vendor: Krystowski Tractor Sales #K00271

Department head/Authorized signature: _____


Item/Description:

Purchase one Kubota V-Series RTV-X1100 CWL-H 4X4 through the Sourcewell Cooperative
Purchasing Program #042815-KBA. This will be used as a infield groomer and park maintenance
vehicle in the winter. Purchase was noted in 2019 budget.

Includes trade in for 2007 TORO Groundsmaster 3500D SN 30839270001004 for \$4,500.00

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 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Sourcewell
 GM - 062117, CE - 042815, AG - 021815
 NJPA Arkansas 4600041718
 NJPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi (CE Only) 020036654

RTV-X1100CWL-H WEB QUOTE #1226149
 Date: 1/8/2019 11:44:06 AM
 -- Customer Information --
 Wellock, Curtis
 City of Medina Parks Department
 cwellock@medinaoh.org
 330-722-9035

Quote Provided By
 KRYSZTOWSKI TRACTOR SALES, INC.
 paul bursley
 47117 STATE ROUTE 18
 WELLINGTON, OH 44090
 email: paulb@krystowskitractor.com
 phone: 4403154669

-- Standard Features --

-- Custom Options --



Kubota

V Series

RTV-X1100CWL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 75 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual fill-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
 Defroster
 Fully opening roll-down door
 windows
 Digital Multi-meter
 Speedometer
 Pre-wired w/ speakers/antenna for
 stereo
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

Factory Spray-on Bedliner
 "L" Models Only

Bright Alloy Wheels (Silver-
 painted)
 Silver-painted with machined
 surface
 "S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$21,322.00

(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$160.00
(1) EXTERNAL REARVIEW MIRROR (1 MIRROR) 77700-V5059-EXTERNAL REARVIEW MIRROR (1 MIRROR)	\$52.00
(1) FRONT HALOGEN WORK LIGHTS (SET OF 2) K7731-99620-FRONT HALOGEN WORK LIGHTS (SET OF 2)	\$158.00
(1) REAR HALOGEN WORK LIGHT (1 LIGHT) K7731-99630-REAR HALOGEN WORK LIGHT (1 LIGHT)	\$111.00
(1) TURN SIGNAL/HAZARD LIGHT KIT K7731-99610-TURN SIGNAL/HAZARD LIGHT KIT	\$277.00
(1) TRAILER HITCH - BALL MOUNT 77700-V5200-TRAILER HITCH - BALL MOUNT	\$36.00
Configured Price:	\$22,116.00
Sourcewell Discount:	(\$4,865.52)
SUBTOTAL:	\$17,250.48
Dealer Assembly:	\$304.58
Freight Cost:	\$705.00
PDI:	\$400.00

Total Unit Price: \$18,660.06
 Quantity Ordered: 1
 Final Sales Price: \$18,660.06

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

KRYSTOWSKI TRACTOR SALES

47117 STATE ROUTE 18
WELLINGTON, OHIO 44090
(440) 647-2015



DATE: January 8, 2019
City of Medina Parks and Recreation
132 N Elmwood Ave
Medina OH 44256
Quote is valid for 60 days



Krystowski Tractor Sales is pleased to quote the following:

DESCRIPTION	UNIT PRICE
KUBOTA UTILITY VEHICLE RTV X-1100 CWL-H 4X4 See Quote	\$18,660.06
JENSEN RADIO	\$290.00
K771-99280 REAR UTILITY BLACK SCREEN	\$299.00
V5273 REAR AUXILIARY HYDRAULIC VALVE	<u>\$980.00</u> \$20,229.06
TRADE IN	
2007 TORO GROUNDS MASTER 3500D SN 270001004	\$4,500
Net Due	\$15,729.06

Paul Bursley

THANK YOU FOR YOUR BUSINESS!
Page 1

STANLEY D. SCHEETZ CO., L.P.A.
ATTORNEY AT LAW
225 EAST LIBERTY STREET
MEDINA, OHIO 44256
E-MAIL: SDSRELAW225@GMAIL.COM

Discussion
RCA 19-016-1/14
Finance

TEL. 330-722-2636

FAX: 330-723-2414

December 12, 2018

HAND DELIVERED

RECEIVED

Keith Dirham, City of Medina Fiscal Officer
Kathy Patton, Medina City Council Clerk
132 North Elmwood Street
Medina, Ohio 44256

DEC 13 2018

BY: _____

Re: Greenhaven Development Co., Inc., John Demund, President
Petition for Detachment of land from City of Medina to Lafayette Township
Vacant land consisting of 8.2903 acres, known currently as Medina City Lot No. 2490.

Dear Keith and Kathy:

The Petition for Detachment of Land from the City of Medina to the Township of Lafayette, was filed with the Medina County Commissioners on November 6, 2018.

The Review Hearing for the Petition for Detachment before the Medina County Commissioner has been rescheduled to March 5, 2019, at 9:00 A.M., at the Medina County Commissioners, Room 201, Medina County Administration Building, 2nd Floor, at 144 N. Broadway Street, Medina, Ohio 44256.

Please acknowledge receipt of this letter by signing below and returning the enclosed copy to the undersigned.

Thank you for your cooperation.

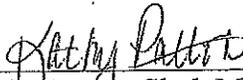
Sincerely,



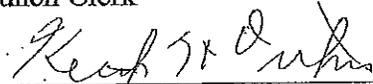
Stanley D. Scheetz
Attorney at Law

RECEIPT

I, hereby acknowledge that on the 12th day of December, 2018, I received a copy of the Petition for Detachment and Exhibits, filed by Greenhaven Development Co., Inc., John Demund, President, from Stanley D. Scheetz, Attorney at Law, Attorney for Petitioner.

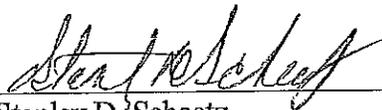


Kathy Patton, Clerk Medina City
Council Clerk



Keith Dirham, Medina City
Financial Director

I certify that I, Stanley D. Scheetz, personally delivered the above notice to Kathy Patton, Clerk Medina City Council Clerk, and/or Keith Dirham, Medina City Financial Director, on the 12th day of December, 2018.



Stanley D. Scheetz

Legend

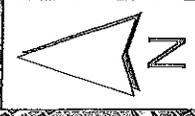
-  City of Medina Boundary
-  Parcels
-  City of Medina Zoning District I-1

Subject Site:
028-19C-23-001
8.2908 acres
City of Medina
I-1, Industrial district

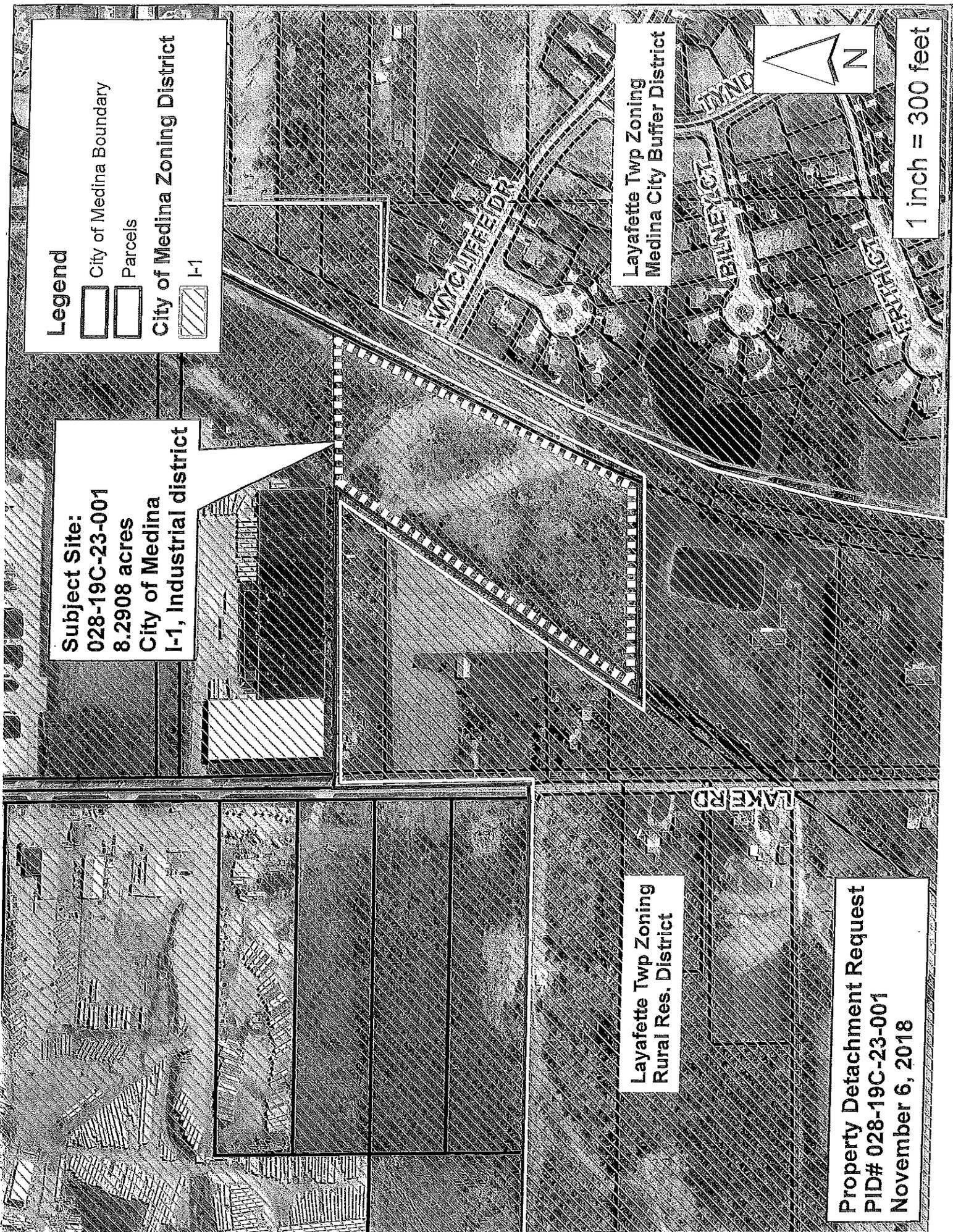
Lafayette Twp Zoning
Medina City Buffer District

Lafayette Twp Zoning
Rural Res. District

Property Detachment Request
PID# 028-19C-23-001
November 6, 2018



1 inch = 300 feet



MEMO

TO: Medina City Council Members
FROM: Gregory A. Huber, Law Director
DATE: December 6, 2018
RE: Detachment of Property

On November 6, 2018, Attorney Stan Scheetz presented to the City of Medina a request for detachment of land, a copy of which is attached to this memorandum as "Exhibit A." Attorney Scheetz is representing Greenhaven Development Co., Inc., through John Demund, President; the land that is at issue is owned by Greenhaven Development Co., Inc., and is approximately 8.2903 acres of land directly adjacent to Lafayette Township. Attached to this memorandum as "Exhibit B" is an overhead view of the land in question prepared by Jonathan Mendel; it is demarked with hash marks so that you may look at the subject property in relation to the surrounding land. The subject property is zoned I-1, Industrial.

Greenhaven Development Co., Inc., apparently would like to construct cluster homes on the 8.29 acres of land. This type of development would not normally occur in an industrial zoning district without land use approval or rezoning under Medina's Zoning Code. This type of development would be an easier fit in Lafayette Township's Zoning Code as it currently exists.

The question of detachment of land is governed by R.C. 709.38. A copy of the statute is enclosed with this memorandum as "Exhibit C." Essentially, R.C. 709.38 requires that detachment is only permissible if the city council gives "assent" to the detachment request. The question of detachment is entirely discretionary with this City Council. There is no legal test one way or the other for criteria as to when detachment is appropriate or necessary. The request for detachment is permissible if you as a City Council by majority vote decide that you want to proceed with the detachment request. I am not sure whether the property owner will want to present a later request for tying into the City's water system if detachment is permitted. In the past, the City has been presented with some difficulty where a housing development is authorized by the Council directly adjacent to an industrial district given the juxtaposition of noise, dust, etc. Probably the best example of this type of a potential problem involves the zoning issues that have occurred for residents in the Patriot's Way neighborhood, who have been voicing objection to the noise created in the industrial district near Progress Drive. The second observation mentioned by Mr. Mendel in reviewing this request involves the loss of I-1 zoned land that potentially results in the loss of possible business and income tax revenue to the City.

As indicated herein, the petition for detachment presents an issue that is entirely resolved at the discretion of the City Council. It may be appropriate to schedule this issue for a hearing in a finance committee meeting where Attorney Scheetz is permitted to present his request. City Council can then either vote on the issue or take the issue under advisement for further consideration and vote at a later date.

Please let me know if you have any questions with respect to this request.

GAH/sjs
Enclosures

Greg Huber

STATE OF OHIO :
COUNTY OF MEDINA :

RECEIVED

NOV 06 2018

BY: 3:02

5712453228 AOK
CO ALAMEDA GREEN 1024

**PETITION FOR DETACHMENT FROM THE
CITY OF MEDINA TO LAFAYETTE TOWNSHIP**
ORC 709.38

To: The Board of County Commissioners
Medina County, Ohio
County Administration Building
144 North Broadway Street, Room 201
Medina, Ohio 44256

Attn: Rhonda Beck, Clerk of County Commissioners

The undersigned, being the sole owner of real estate adjacent to Lafayette Township, Ohio, does hereby request that your honorable body "detach" the territory described in "Exhibit A" attached hereto and made a part hereof and located in the City of Medina, County of Medina, and State of Ohio, and known as being the whole of Medina City Lot 2490, and containing 8.29 acres of land as surveyed by Robert A. Damon, Registered Surveyor No. 6083, in March, 2003, but subject to all legal highways, and that same shall be detached from the City of Medina, and annexed to the Township of Lafayette, Ohio. The total number of owners that own real estate in the territory sought to be "detached" is one (1).

The legal description of the territory sought to be detached pursuant to this Petition, and Ohio Revised Code 709.38, is attached here to and made a part hereof and marked as "Exhibit A", and accurate Detachment Plat map, is attached marked as "Exhibit B" and the Adjacent Property Owners List, is attached marked as "Exhibit C".

Stanley D. Scheetz, Attorney at Law, whose business address is 225 East Liberty Street, Medina, Ohio 44256; Phone: 330-722-2636; e-mail sdsrelaw225@gmail.com, is hereby appointed agent for the Petitioners as required by Section 709.38 of the Ohio Revised Code, with full power to amend, increase or decrease the area, to do any and all things essential hereto, and to take any action necessary for obtaining the granting of this Petition, without further expressed consent of the Petitioner.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS DETACHMENT PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE

SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY
LAW FOR THIS DETACHMENT PROCEDURE.

GREENHAVEN DEVELOPMENT CO.

By: *John Demund*
John Demund, President

Dated: 11-5-18

State of Ohio)
) s.s.
Medina County)

Before me, a Notary Public in and for said County and State, personally appeared the above named GREENHAVEN DEVELOPMENT CO., by John Demund, President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both personally, and on behalf of the corporation..

In Testimony Whereof, I have hereunto set my hand and official seal at Medina, Ohio, this 5th day of November A.D. 2018.

S.D. Scheetz
Notary Public



S.D. SCHEETZ, Esquire
Notary Public, State of Ohio
Commission Has No Expiration

- EXHIBIT A -

**SURVEY DESCRIPTION
8.2908 ACRES
PROJECT NO. 02-101**

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 2490 conveyed to Gildersleeve Family Partnership in OR-203, Page 98 of Medina County Recorders Records dated 5/21/84 further bounded and described as follows:

Beginning at a 3/4" iron pipe found at the southwest corner of Lafayette Township Tract 1, Large Lot 1, Lot 36 and the southeast corner of Lafayette Township Tract 1, Large Lot 1, Lot 37 being in the centerline of C.H. 19 Lake Road (variable width);

Thence N 0° 34' 08" E, 1869.67 feet along the east line of said Lot 37 and the west line of said Lot 36 and the centerline of said C.H. 19 to the northwest corner of land conveyed to John J. Riddell in OR-1220, Pages 154 and 157 of Medina County Recorders Records dated 8/30/96 being in a south Corporation Line of the City of Medina and a southwest corner of a part of Medina City Lot 2490 conveyed to Ohio Mattress Co. in Deed Volume 318, Page 366 of Medina County Recorders Records dated 11/30/64;

Thence N 89° 53' 43" E, 765.90 feet along the south line of said land conveyed to Ohio Mattress Co. and the north line of said land conveyed to John J. Riddell to a 5/8" rebar with cap stamped "Cunningham-5274" set at the northeast corner thereof being the principal place of beginning of the parcel described herein;

Thence N 89° 53' 43" E, 383.39 feet along the south line of said land conveyed to Ohio Mattress Co. to the southeast corner thereof being in an east Corporation Line of the said City of Medina and the west right-of-way of Baltimore and Ohio Railroad (100 feet wide) witnessed by a 1/2" iron pipe found S 89° 53' 43" W, 0.79 feet;

Thence S 27° 09' 47" W, 665.54 feet along the said east Corporation Line and the west right-of-way of said Baltimore and Ohio Railroad to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence 215.20 feet being the arc of a curve deflecting to the left along the said east Corporation Line and the west right-of-way of said Baltimore and Ohio Railroad to a point in a south Corporation Line of the City of Medina witnessed by a 5/8" rebar found S 89° 54' 24" W, 3.95 feet, said arc has a radius of 2914.93 feet, a central angle of 4° 13' 48", a chord of 215.15 feet bearing S 25° 02' 53" W;

Thence S 89° 54' 24" W, 542.62 feet along a south Corporation Line of the City of Medina to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 35° 08' 33" E, 962.72 feet along a west Corporation Line of the City of Medina to the principal place of beginning and containing therein 8.2908 acres of land as surveyed in March, 2003 by Robert A. Damon, Registered Surveyor No. 6083.

Bearings are to an assumed meridian and are used to denote angles only

PP # 028-19C-23-001 8.2908

14574-7



EXHIBIT "C"

ADJOINING PROPERTY OWNERS LIST

Roy and Joyce Farnsworth
4030 Bell Road
Seville, Ohio 44273
Permanent Parcel No.: 020-10B-19-004

Derrick and Megan Haas
6011 Lake Road
Medina, Ohio 44256
Permanent Parcel No.: 020-10B-19-005

Thomas Hamrick
5991 Lake Road
Medina, Ohio 44256
Permanent Parcel No.: 020-10B-19-006

Barbara Riddell
5951 Lake Road
Medina, Ohio 44256
Permanent Parcel No.: 020-10B-19-007

Karoline Krailo
6065 Lake Road
Medina, Ohio 44256
Permanent Parcel No.: 020-10B-25-021

Medina County Park District
6364 Deerview Road
Medina, Ohio 44256
Permanent Parcel No.: 021-10B-20-070
021-10B-26-022

Sealy Mattress Manufacturing Company, LLC
1070 Lake Road
Medina, Ohio 44256
Permanent Parcel No.: 028-19C-22-004

Medina County Tax Map EXTRA (FYI)

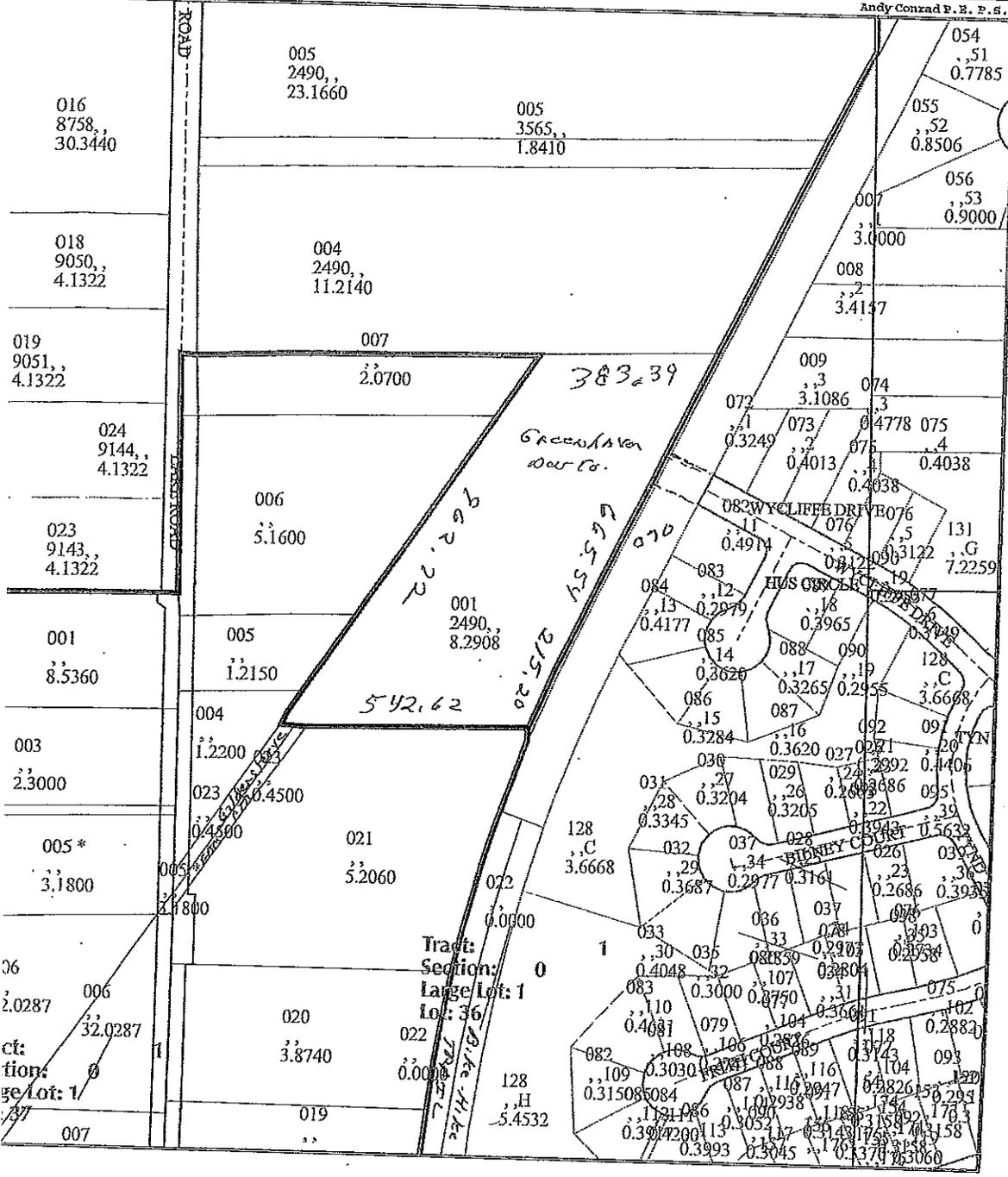
User: xfbnxgfn-goofy #6 Date: Monday, June 25, 2018, 12:08 PM

Map Scale: 1 Inch = 270 Feet North: North is Top Disclaimer Printed: None

Selected Parcel Numbers:

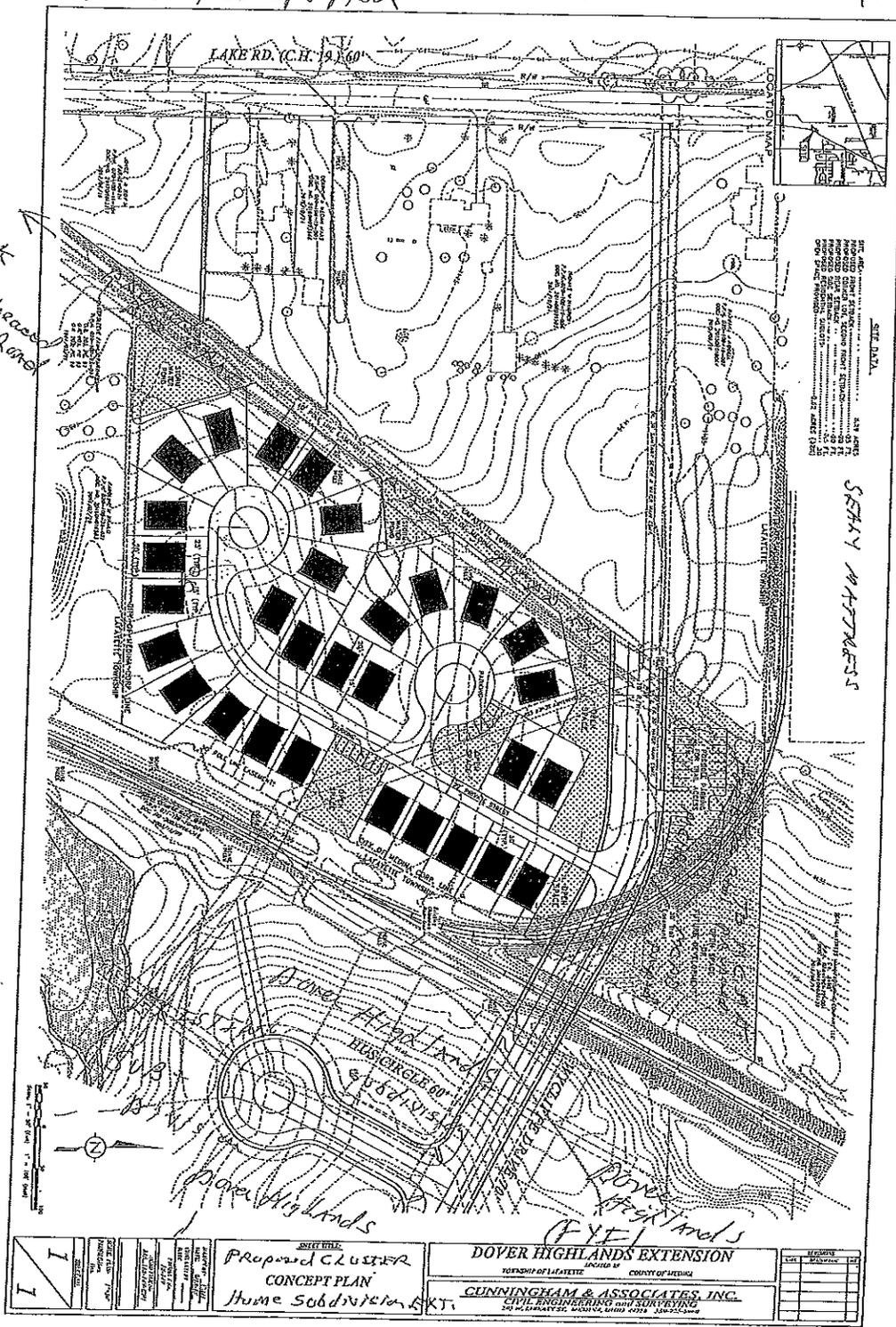
- 020-10B-19-004 020-10B-19-005 020-10B-19-006 020-10B-19-007
- 020-10B-25-021 021-10B-20-070 021-10B-26-022 028-19C-22-004
- 028-19C-23-001

Medina
County
Highway
Engineer
Andy Conrad P. E. P. S.



FYI / Concept Plan Concept Phase - EXTRA - (FYI)

TO
MCPD
PARK
on
wednesday
Pm



<table border="1"> <tr><td>1</td></tr> <tr><td>1</td></tr> </table>	1	1	SHEET TITLE Proposed CLUSTER CONCEPT PLAN Home Subdivision, KY	DOVER HIGHLANDS EXTENSION TOWNSHIP OF LAVERGNE COUNTY OF MICHIGAN CUNNINGHAM & ASSOCIATES, INC. CIVIL ENGINEERING and SURVEYING 200 W. MAIN ST., WOODSIE, OHIO 44098	SIGNATURE DATE
	1				
1					
DATE SCALE PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.		

OK
Jansen Wehrley
1-8-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-017-1/14

FROM: Jansen Wehrley *JSW*
DATE: January 8, 2019
SUBJECT: Medina County Parks-Lake Medina Update and Master Plan
SUMMARY AND BACKGROUND:

Committee: Public Properties

The Medina County Parks District has notified the city of planned improvements at Lake Medina for 2019. Per the 99-year lease with the City of Medina, signed in October of 2002, the Medina County Parks District has "the right to construct, maintain, repair, remove and replace public park improvements of all kinds." Beginning in 2019 the Medina County Parks District intends to install a trail connection from Lake Medina to the Signature Square retail plaza, pave and reconfigure the parking lot and trail access on Granger Road, and make state-approved modifications to the dam to enable better recreational access to the water.

Furthermore, the Medina County Parks District has worked with Environmental Design Group, LLC to develop a master plan for Lake Medina that includes several future projects with the intent to improve recreational use. I respectfully ask Council to consider passing a Resolution of Support for this Master Plan in order to help strengthen any future grant applications. Through our partnership with the Medina County Parks District, we are able to help transition Lake Medina from a utility to an amenity for the entire community.

Please see attached.

Estimated Cost:NA

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

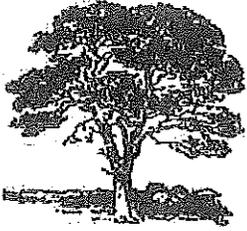
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**



MEDINA COUNTY PARK DISTRICT

6364 Deerview Lane • Medina, Ohio 44256

E-Mail: parks@medinacountyparks.com

Website: www.medinacountyparks.com

**Board of Park
Commissioners:**

Kathleen E. Davis
Andrew J. de Luna
Dennis B. Neate

Director:

Nathan D. Eppink

Telephone:

330-722-9364

Toll Free:

844-722-9364

Fax:

330-722-9366

December 4, 2018

Mayor Dennis Hanwell
132 N. Elmwood Ave.
Medina, OH 44256

Dear Mayor Hanwell:

It was a pleasure meeting you and Parks and Recreation Director Jansen Wehrley last month.

As discussed, Medina County Park District would like to communicate with the city's public properties committee regarding the planned improvements to Lake Medina. Per the 99-year lease with the city, signed in October 2002, Medina County Park District has "the right to construct, maintain, repair, remove and replace public park improvements of all kinds."

Included in our list of potential upgrades is a connection to the Signature Square retail plaza on SR 18, paving and reconfiguring the parking lot on Granger Road, and making state-approved modifications to the dam to enable better recreational access to the water.

We are excited about the future of Lake Medina, and I believe residents will be, too.

Sincerely,

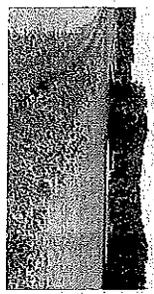
Nathan D. Eppink
Director

email: neppink@medinaco.org
direct: 330-764-8484



from utility  to amenity

1960s LAKE MEDINA WAS ORIGINALLY CONSTRUCTED AS A RESERVOIR FOR DRINKING WATER IN THE FAST-GROWING MEDINA AREA.

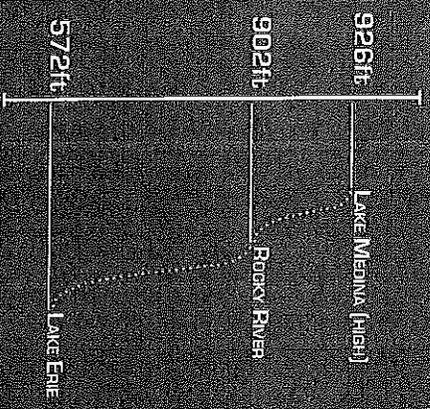


2002 DUE TO INCREASED DEMAND, AN ALTERNATE SOURCE OF DRINKING WATER FROM LAKE ERIE WAS ESTABLISHED. LAKE MEDINA BEGINS TRANSITION TO A RECREATION AMENITY.

2016 LAKE MEDINA IS RE-IMAGINED AS A BIO-DIVERSE HABITAT BY INTRODUCING WETLAND SHELVES, NATIVE PLANTS AND ANIMALS.

it's all relative

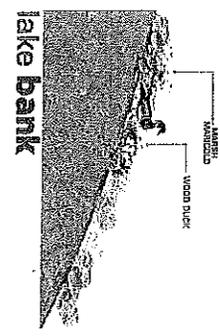
HOW DOES LAKE MEDINA'S WATER ELEVATION COMPARE TO THE ERIE?



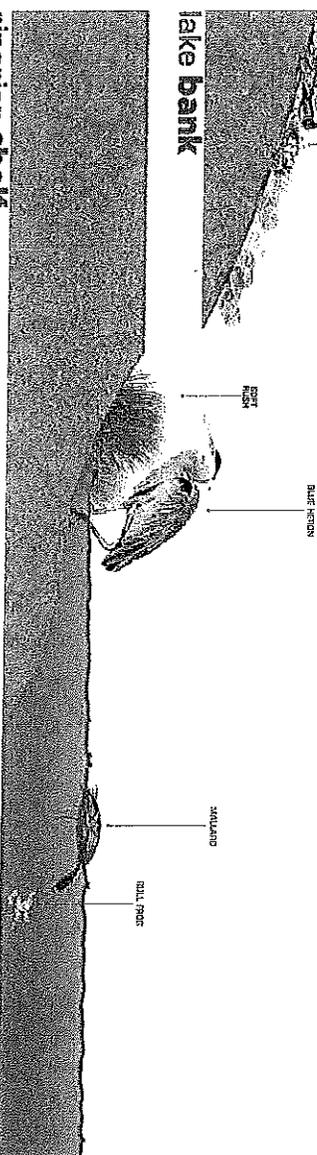
the many levels of

Lake Medina

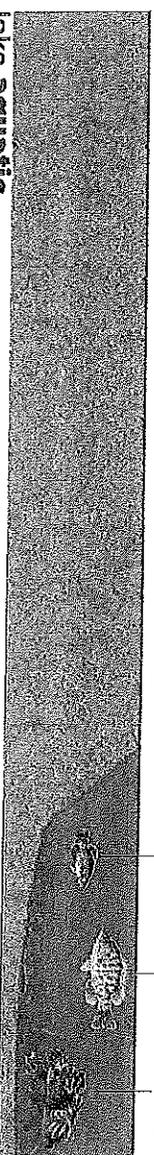
lake communities



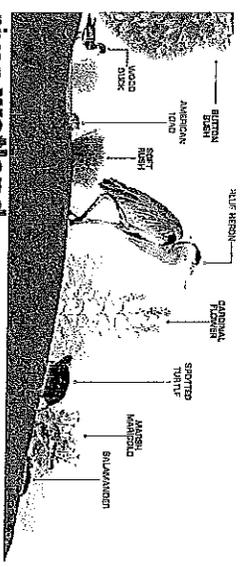
lake bank



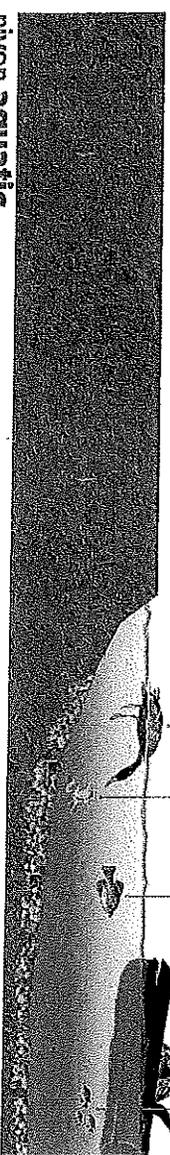
riparian shelf



lake aquatic



river wetland



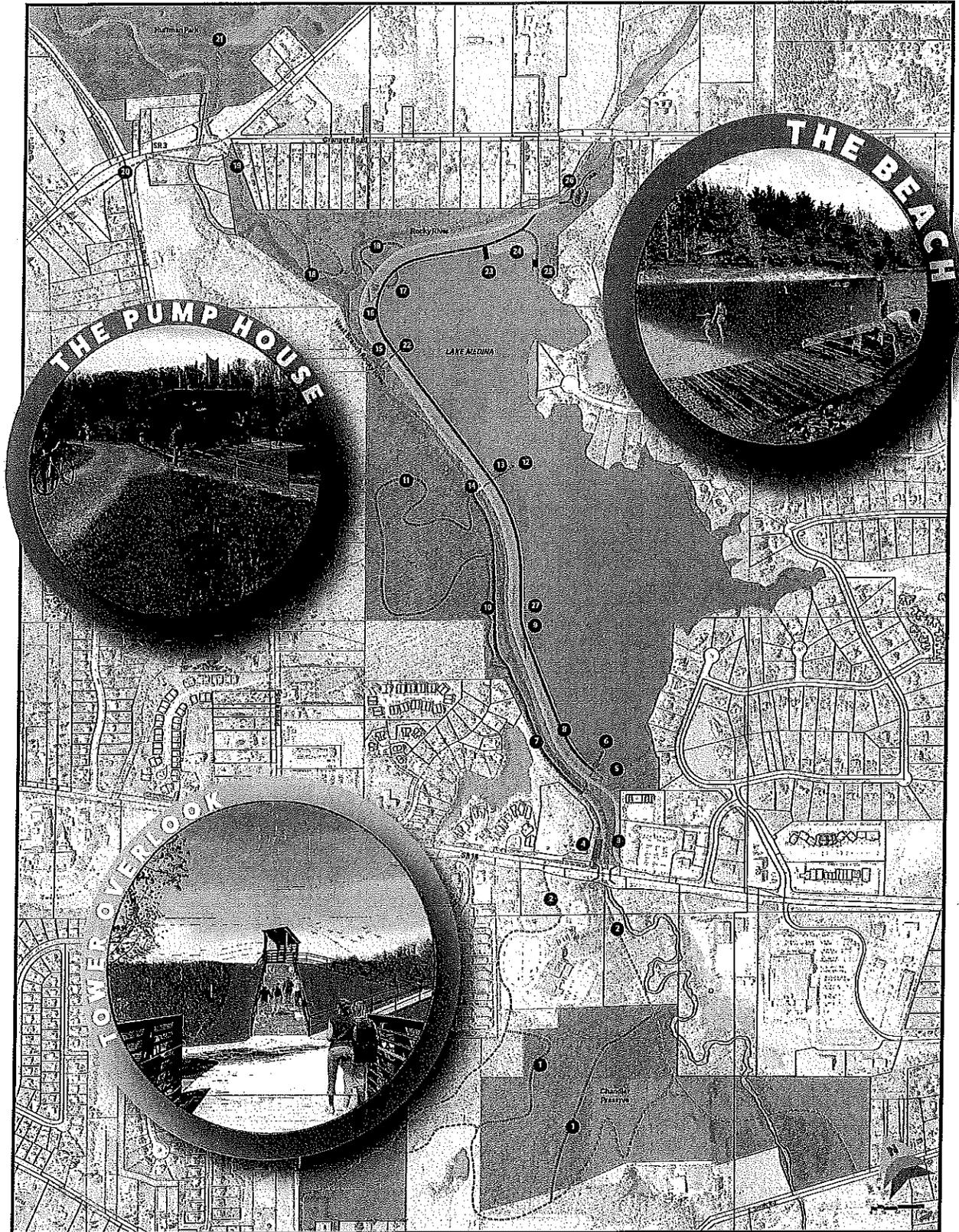
river aquatic

river communities



the many levels of Lake Medina

master plan



- 1 nature trails
- 2 all-purpose trails
- 3 connect to existing retail
- 4 SR 18 parking lot improvements with restrooms
- 5 wetland shelf
- 6 fishing dock & scenic overlook with canoe/kayak launch

- 7 proposed trail
- 8 upper levee trail
- 9 maintenance ramp/trail connection
- 10 wetland discovery boardwalk
- 11 nature trails
- 12 fishing dock & stairs

- 13 wetland shelf
- 14 pedestrian bridge
- 15 lower levee trail
- 16 pump house overlook & restrooms
- 17 fishing dock
- 18 river access nature trails

- 19 all-purpose trail
- 20 connection to existing trails/bikeways
- 21 hullman park parking lot connector trail
- 22 new lake drain outlet
- 23 canoe/kayak launch
- 24 swimming beach

from utility to amenity

- 25 overlook shelter & deck
- 26 granger road parking upgrades with restroom
- 27 existing principal spillway and outlet pipe

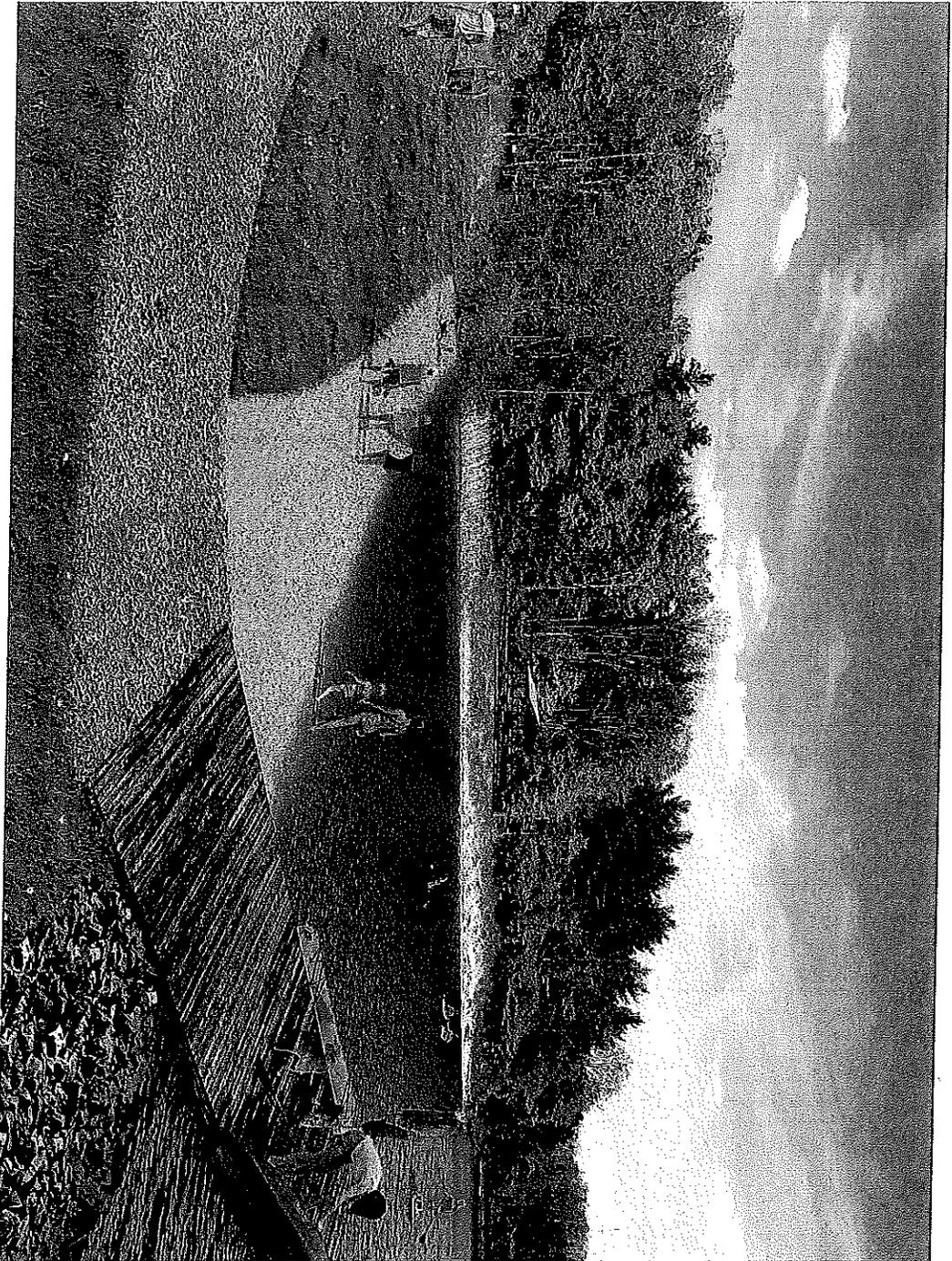


from utility  to amenity

LOCATED IN THE NORTHEAST QUADRANT OF LAKE MEDINA PARK, THIS AREA HAS SOME OF THE AREAS GENTLEST SLOPES TO THE WATER'S EDGE. THE EXISTING BERM WOULD BE REDUCED, FILL WOULD BE BROUGHT INTO THE AREA AND A NEW KAYAK/CANOE LAUNCH WOULD BE BUILT. A NEW PICNIC SHELTER WOULD BE CONSTRUCTED ON THE KNOLL OVERLOOKING THE PROPOSED BEACH.



the many levels of **Lake Medina** the beach



from utility  to amenity

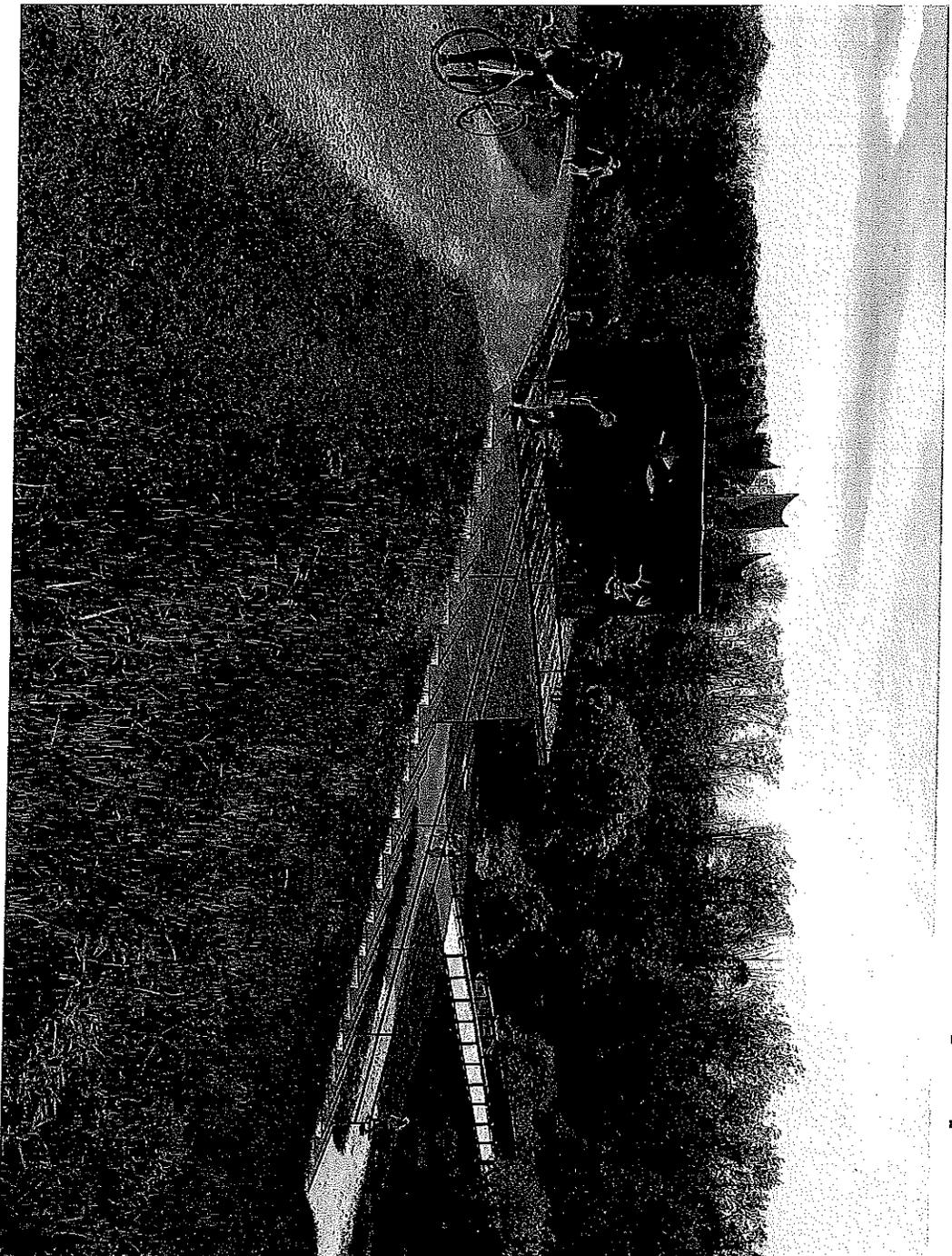
THE OLD PUMP HOUSE COULD PROVIDE A GREAT MID-POINT INTERPRETIVE AREA, RESTROOM, OVERLOOK AND CONNECTION BETWEEN THE LOWER AND UPPER TRAILS. A DECK COULD BE CONSTRUCTED AROUND THE BUILDING WITH RESTROOMS PROPOSED UNDERNEATH THE DECK. SEWERS AND WATER RUN VERY CLOSE TO THIS LOCATION.
A STAIR SYSTEM COULD BE CONSTRUCTED ON THE ONE SIDE AND A RAMP ON THE OTHER SIDE OF THE BUILDING. THE BUILDING COULD INCLUDE INTERPRETIVE SIGNAGE ABOUT THE LAKE'S PAST AND FUTURE.
FURTHERMORE, THE BUILDING COULD BE UTILIZED FOR OVERLOOKING THE ADJOINING RIVER AND PARKS.



the many levels of

Lake Medina

the pump house



from utility  to amenity

LOCATED JUST NORTH OF STATE ROUTE 18, THE EXISTING STAIRS CONNECTING THE UPPER AND LOWER TRAILS WOULD BE FORMALIZED WITH WIDER STAIRS AND A WOODEN OVERLOOK, FISHING ACCESS AND LAKE ACCESS. THE STRUCTURE WOULD PROVIDE A VISUAL CUE FOR PARK VISITORS TO JOURNEY UP THE STAIRS/RAMP, WITH THE LOWER PORTION PROVIDING ACCESS TO THE LAKE AND FISHING.

THE MULTILEVEL STRUCTURE WOULD BE BUILT ON A PROPOSED LANDMASS/WETLAND IN THE LAKE.



the many levels of

Lake Medina

tower overlook

