AGENDA

October 28, 2019
Multi-Purpose Room (downstairs)

<u>Finance Committee</u> (5:30 p.m.)

1. Assignment of Requests for Council Action
2. 19-188-10/28 – Rollover of Outstanding Advances & Advance Request
3. 19-189-10/28 – Budget Amendments

   #2019-045 – Adjustments to clear negatives

   #2019-047 – 2020 Intensive Supervision Probation Grant
4. 19-190-10/28 – Expenditure Over $15,000 – Health & Fitness Equipment Center
5. 19-191-10/28 – Amend Contract Deadline – 347 N. Huntington St.
6. 19-192-10/28 – Amend Res. 17-19 – Reagan Pkwy. Multipurpose Trail Grant
7. 19-193-10/28 – Approve Declaration of Mutual Easement – Northrup Trail
8. 19-194-10/28 – Amend Code 133.01 – Association Memberships – Police
9. 19-195-10/28 – Amend Ord. 135-19 – CHIP Rehab 33 Circle Dr.
10. 19-196-10/28 – Agreement – Ohio Historic Preservation Office re: HUD Funds
11. 19-197-10/28 – Land Acquisition & Demolition – 364 Foundry St.
12. 19-198-10/28 – Expenditure – Office for Older Adults, 2020 Contribution
13. 19-199-10/28 – Request to Rezone 1088 S. Court St. R-3 to C-1
14. 19-200-10/28 – Amend Ord. 95-18 re: Champion Creek Multipurpose Path Project
15. 19-201-10/28 – County Court Discussion
16. Executive Session (imminent litigation)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

19-188-10/28 – Rollover Advances / Advance Request
19-189-10/28 – Budget Amendments
19-190-10/28 – Expenditure Over $15,000 – Health & Fitness Equipment Center
19-191-10/28 – Amend Contract Deadline, 347 N. Huntington St.
19-192-10/28 – Amend Res. 17-19, Reagan Pkwy. Multipurpose Trail Grant
19-193-10/28 – Northrup Trail Easement Agreement
19-194-10/28 – Amend Code 133.01-Association Memberships – Police
19-195-10/28 – Amend Ord. 135-19, CHIP Rehab – 33 Circle Drive
19-196-10/28 – Ohio Historic Preservation Office Agreement – HUD Funds
19-197-10/28 – Land Acquisition / Demolition – 364 Foundry St.
19-198-10/28 – 2020 Contribution to Medina County Office of Older Adults
19-199-10/28 – Rezone 1088 S. Court Street – R-3 to C-1
19-200-10/28 – Amend Ord. 95-18 re: Champion Creek Multipurpose Path Project
19-201-10/28 – Discussion – County Court

10/28/19

REQUEST FOR COUNCIL ACTION

NO. RCA 19-188-10/28

Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director

DATE: October 21,2019

SUBJECT: Rollover of Outstanding Advances

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to rollover the following advances:

Advance From;	Advance To:	Amount	Purpose
General Purpose Capital Fund (#301)	Fire Capital Fund (#307)	$150,000.00	To rollover the advance initially authorized in 2014 to help pay for a fire pumper with aerial device.
General Purpose Capital Fund (#301)	Water Capital Improvement Fund (#546)	$450,000.00	To rollover the advance initially authorized in 2006 to help pay for a water tower.
General Fund (#001)	Grants Fund (#109)	$494,000	N-S Taxiway at Airport, ODOT Funds (Acct. No. 109-0670)
General Fund (#001)	Grants Fund (#109)	$267,000	Transient Apron at Airport, ODOT Funds (Acct. No. 109-0670)
General Fund (#001)	Grants Fund (#109)	$82,604	Administration Services for Transient Apron at Airport, ODOT Funds (Acct. No. 109-0670)
General Fund (#001)	Fed Airport Grant Fund(#147)	$88,825	FY 16 Land Improvements- #1015 Airport N/S Taxiway (Acct No 147-0670)
General Fund (#001)	FHWA Fund (#386)	$605,340	Guilford Bridge Project, FHWA Funds (Acct. No. 386-0661)#979
General Fund (#001)	FHWA Fund (#386)	$298,320	Champ Creek /Streetscape, FHWA Funds(Acct No 386-0675)#968
General Fund (#001)	Special Assessment Project (#428)	$20,000	Special Assessments
General Fund (#001)	Airport Fund (#547)	$235,000.00	To rollover the advance initially authorized in 2012 to cover negatives in the Airport Fund
General Fund (#001)	Airport Fund (#547)	$300,000.00	To rollover the advance initially authorized in 2012 to help pay for a jet fuel tank and dispensing system.
General Fund (#001)	Cem Improvement (#821)	$27,000.00	To rollover the advance authorized in 2018

These advances (for the grant funds) are necessary to cover expenditures until the City recives reimbursment from the grantor agency.

Estimated Cost: $600,000.00 from General Purpose Capital Fund
$2,418,089.00 from General Fund

Suggested Funding: See above.

Sufficient Funds in Account

Transfer needed: From Account No.:
To Account No.:

NEW APPRORIATION needed in Account No.: refer to appropriation #2019-048

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord/Res. ORD. 170-19
Date: 10/28/19

REQUEST FOR COUNCIL ACTION

No. RCA 19-188-10/28

Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 21, 2019
SUBJECT: Advance Request

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Misc Grants (#109)	$14,950	N Taxiway Extension FY19 Airport 109-0658
General Fund (#001)	Federal Airport Grant (#147)	$269,100	N Taxiway Extension FY19 Airport 147-0658

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the grantor agency.

Estimated Cost: $269,100 from the General Fund. General Fund to be reimbursed once grant funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.: $269,100 increase to account 001-0707-56615
Refer to Appropriation Adjustment #2019-045

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 170-19
Date: 10/28/19

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only) RCA 19-189 - 10/28 Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. 2019-045
(Finance use only)

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE	
FINANCE COMMITTEE	x
COUNCIL	x

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	
		001-0707-56615	Gen admin-advances out	284,050.00		x	
		108-0684-54414	strmwater/street/streets/ bridges	235,738.23		x	(1)
		108-0686-54414	st reconstruction/s broadway	767,500.00		x	
		109-0658-54411	fy'19 airport - state	14,950.00		x	
		147-0658-54411	fy 19 airport - federal	269,100.00		x	
		301-0210-52213	Cem - Insurance	11,000.00		x	(1)
		301-0707-52214	gen purpose cap-legal ads	500.00		x	
		301-0707-52226	gen purpose cap-prof svcx	30,000.00		x	(1)
		301-0707-54412	gen purpose cap-bldgs/ structures	98,000.00		x	(1)
		301-0720-53315	gen purpose cap-engine house- tools/minor	12,000.00		x	
		301-0720-53322	gen purpose cap-engine house-maint of facil	50,000.00		x	
		385-0610-54414	Curbs/ sidewalks	19,059.00		x	
		546-0530-54412	wtr cap/bldg-structures	30,000.00		x	
		547-0650-54411	wtr cap / land improve	28,500.00		x	
		547-0658-54411	fy19 airport/land improvements	215,950.00		x	
		901-0920-56612	refunds - unclaimed funds	6,383.65		x	
		902-0355-53315	bicent - tools / minor	5,000.00		x	
		924-0930-56612	Law library - refunds	1,000.00		x	
		939-0430-52213	bldg/ins/taxes	6,500.00		x	
			Total increases to fund:	2,085,230.88			

EXPLANATION:

Ap Adj needed to clear negatives /

DEPARTMENT HEAD: Keith Dirham/ Lori Bowers DATE: 10/21/2019

MAYOR'S APPROVAL:
(WHEN NECESSARY) DATE:

COUNCIL/COMMITTEE ACTION:

ORD. NO. 171-19

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

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. 2019-047
(Finance use only)

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE	
FINANCE COMMITTEE	x
COUNCIL	x

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		109-0705-50111	FY'20 PROBATION GRANT	92,756.77		X
		109-0705-50114	FY'20 PROBATION GRANT	4,000.00		X
		109-0705-50115	FY'20 PROBATION GRANT	8,000.00		X
		109-0705-50116	FY'20 PROBATION GRANT	1,000.00		X
		109-0705-50117	FY'20 PROBATION GRANT	828.00		X
		109-0705-51121	FY'20 PROBATION GRANT	18,000.00		X
		109-0705-51122	FY'20 PROBATION GRANT	7,000.00		X
		109-0705-53311	FY'20 PROBATION GRANT	179.23		X
			Total increases to fund:	131,764.00		
			Total reductions to fund:			
			Total transfers within fund:	-		

EXPLANATION:

TO APPROPRIATE FUNDS FOR THE FYE 2020 INTENSIVE SUPERVISION PROBATION GRANT. THE GRANT PERIOD RUNS FROM JULY 1, 2019, THROUGH JUNE 30, 2020.

DEPARTMENT HEAD: LB DATE: 10/21/2019

MAYOR'S APPROVAL:
(WHEN NECESSARY) DATE:

COUNCIL/COMMITTEE ACTION:

ORD. NO. 171-19

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

CLERK OF COUNCIL/DATE

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

RCA 19-190-10/28

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: 9/26/2019 **Department:** MCRC

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

Account Number: 574 - 0351 - 53315

Vendor: Heath & Fitness Equipment Center H00164

Department head/Authorized signature:

Item/Description:

Two Precor Ellipticals & two Concept II Rowers, and

One Precor adaptive motion trainer

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.

Revised: 6/1/2018

mgjw.v

ORDER FORM

Health and Fitness Equipment Centers
Commercial / Medical Division
35665 Curtis Blvd.
Eastlake, Ohio 44095
Office 440-946-0839
Cell 330-417-5388
Fax 440-946-8449
www.healthandfitnessohio.com
Rep: Joel Parks

HEALTH & FITNESS
EQUIPMENT CENTERS

ORDER DATE: 9/24/2019

DELIVER TO:
Medina Recreation Center
855 Weymouth Road
Medina, OH 44256

PAYMENT BY:

Check:		*Amt. Enclosed:*	
Charge:		*Card Type:*	
Account:	x	*Account No:*	
COD:			
Credit Card No:			

Customer Purchase Order	
Customer Phone Number	(330)721-6936
Direct Inquiries To:	Kurt Gehring
Delivering Date Requested:	ASAP

Payment Policy: Invoice

STOCK NO.	QTY.	DESCRIPTION	MSRP	UNIT PRICE	LINE TOTAL
PHRCE833G304030EN	2	Precor EFX833 Ellipitical	$6,845.00	4,352.00	8,704.00
PHRCA835G306030EN	1	Precor AMT835 Open Stride	$9,225.00	5,847.00	5,847.00
CONCEPTII	2	Concept II Rower Model D w/ PM5 (BLACK)		950.00	1,900.00
		Sourcewell contract #29417			

BILL TO:
Address:

Signature:

	Sub total:	16,451.00
	Freight:	1,084.00
	Delivery and Install:	450.00
Tax Rate: 7.00%	*Tax:*	
	Downpayment	
	Total due:	17,985.00

H 00164

OK
DD Hanwell
10-22-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-191-10/28

Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: October 21, 2019
SUBJECT:

SUMMARY AND BACKGROUND: 347 N. Huntington

Respectfully request Council's authorization to amend deadline established with bid specifications for the home at 347 North Huntington Street that was purchased by Building Blocks Preservation Group, Inc. The November 1, 2019 deadline to remove the house from the property was not achievable due to discussions with utility moving companies, home moving company, as well as City permitting and Boards and Commissions. Attached you will find a detailed report and timeline of progress made up to October 16, 2019. You will also find an email from Suzanne Sharpe indicating a move date has been contractually agreed to for November 11, 2019. Upon receipt of the revised contract, I will forward to Council electronically or provide at the meeting. In light of the aforementioned I respectfully request Council to authorize the Mayor to extend the deadline for the house move from November 1, 2019 to November 30, 2019. We appreciate the Building Blocks Preservation Group, Inc.'s work and efforts thus far to preserve this historic house in another location in our community.

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:

Building Blocks Preservation Group, Inc.

Reverence. Responsibility. Revitalization.

BID PROPOSAL

TO: Mayor Dennis Hanwell
132 N. Elmwood Ave.
Medina, Ohio 44256

FROM: John & Suzanne Sharpe, and George "Skip" Baran
for Building Blocks Preservation Group, Inc.

DATE: Tuesday, August 13, 2019

RE: **City of Medina Notice of Bid,**
"Purchase and removal of the home at 347 N. Huntington Street, Medina."

BID AMOUNT: **$5**

- We understand and agree that the purchase of the home at 347 N. Huntington Street, Medina, Ohio 44256 requires its removal from the property no later than 11/1/2019 to another location within the Medina city municipal boundaries.
- We, John and Suzanne Sharpe, have purchased vacant land at 529 West Friendship Street specifically for the new location of this home (known to us as "The Sophia Huntington Parker Farmhouse").
- As bid "winners," bill of sale for the home will be transferred from City to Building Blocks Preservation Group, Inc. prior to the house move.
- We agree to pay all moving costs, and related costs of moving utilities on city streets between 347 N. Huntington Street and 529 W. Friendship Street; we will provide necessary insurances for the removal, move and placement of the house at this new location.
- We agree to submit application and required fee payment to the Medina City Engineer for the Special Hauling Permit, to permit house move on city streets, and all other permits as required.
- We understand that if the house is not removed by the deadline of 11/1/2019, this bid will become null and void, and the City may remove the house in any manner it deems appropriate and necessary.

We respectfully agree to the terms of the City of Medina's Notice of Bid as published in the 7/24 & 7/31 issues of the Medina Gazette:

Suzanne Sharpe | John Sharpe | George (Skip) Baran

326 W. Washington Street Medina, Ohio 44256
www.BuildingBlocksPreservation.org

Huntington House Move Progress Report & Timeline
~ Update as of Wednesday, October 16 2019

Structural Movers

- Wolfe House Movers of Indiana – Move Contract Signed by All.
- Will not confirm start date (crew arrival) without all permits secured!
- Have provided requirements to be done before move (see list following). Any change orders extend the timeline, and cost.
    - *$3,000 non-refundable deposit paid.*
    - *$17,500 due on October 21st or new day their crew arrives to begin work.*
    - *$17,500 due when house is placed on foundation.*

PREPARATION OF HOUSE FOR MOVE

Items required done BEFORE the move, PER CONTRACT of Wolfe House Movers

Remove landscaping, shrubbery, fences, steps from directly around the house.

- City has removed all trees around the property on their "to be removed" list (dead or failing).
- All cement, bricks, trees, shrubbery, landscaping has been removed from around the house.
- In process of removing pavers/flagstone walkways over to the new lot for reuse; to finish prior to move. *(Jack Sharpe and volunteer Robert Arendash)*
- Fence around perimeter may be removed right before house move (grape vines we would like to remove and retain in Sophia's Garden – please do not destroy!). *(Jack? City?)*

Remove old garage & attached structures (porches and overhangs); remove chimney.

- Garage is demolished, site cleaned up.
- Chimney removed, bricks retained for reassembly at new site.
- All three small "porch" structures have been removed and disposed of to dumpsters – including two enclosed porches and the front porch overhang.
    - Wood retained for re-constructing shed on garden site.
    - Discovered the hidden transom over the door, preserved for over 100 years!
- Two 40 CY roll-off containers full to capacity.
    - *Invoice received from City for $350 for first pull; anticipate a second. Can School District cover this cost, since the City will not?*

Remove all pipes, plumbing, ductwork from the basement and crawl space below the floor joists.

- All items above have been removed from the basement and crawl space, and recycled.
- Washer, dryer, furnace and hot water tank have all been removed and disposed of properly.
- Basement has been completely emptied, walls exposed.
- Mold expert conducted an inspection, will make recommendations. *Pro-bono work.*

Dismantle Wing/El for reassembly by hand at new location/clear from site.

- Currently in process, nearly ready to remove from main house. *(Jack and Robert)*
- All layers of siding removed. Door discovered!
- Interior layers of ceiling, walls, flooring all removed.
- *Working with Construction teacher who will guide Skip, Jack, Robert, Alan Bowley (volunteer) and Suzanne Sharpe to dismantle wing, piece-by-piece, number and organize for reassembly.*
    - *If class participates in the project, funds will be raised separately in a GoFundMe campaign to pay the students for their assistance. Will likely pay Construction teacher an honorarium for his assistance.*

Interior household item removal.

- All rooms on second floor are emptied and cleaned.
- Kitchen is nearly empty of its many contents. Items sorted.
    - Refrigerator removed.
- Living Room needs to be emptied, as it is now the holding space for all items worthy of being saved (chairs, household items, etc.), or sold. All in boxes and sorted. *(Suzanne)*

Disconnect all utilities at 347 N. Huntington coming into the house, including cutting and capping the gas line as necessary.

- Water supply to house terminated.
    - (Jack and Robert) Dug down 6 ft deep at the street to waterline at the connection, cut out section of pipe (to prevent damage by move), per request of Water Department.
- Electric still connected, service has been transferred to our nonprofit.
    - *Received invoice for $5.50.*
- Gas is due to be terminated, per request of Nino and Jack (several attempts).
    - Meter finally removed October 15th; line will be dug up and capped.

Building Permit, Special Hauling Permit, need to be obtained before Wolfe confirms move date!

- September 12th, met with Dan Gladish, Tom Cromer and Jonathan Mendel to discuss all permits required prior to move (very helpful).
- Variance application submitted September 19th for October 10th meeting of the Zoning Board, to extend lot size to fit width of house on easterly lot.
    - *Paid permit fee of $200 when application submitted.*

The Project hit a holding pattern waiting for the evening of Thursday, October 10th decision of the Board of Zoning Appeals – else we did not know WHICH lot we were building the foundation on!

- Engelke Construction is no longer in the running to be our construction company. Their proposal was exorbitant, and would have made this project impossible financially. Requested reduction, only removed management fees of $2,400.
- We had no choice but to search for a new construction company! Disappointing.

- Another Construction Contractor, referred to us by Jim Gowe, submitted a proposal that we have accepted (for half the cost of Engelke's quote). Combined excavator and mason.
- Architect has been hired, Illes. (Remember, he could not design the foundation plan until the Variance was approved October 10th.)
    - *$500 retainer has been paid to the Architect; $125 per hour. Estimated 9 hrs. of work to advise on project, measure, work with Construction Co., provide Foundation Plan and blueprints.*
    - ***Architect measuring lot and existing building at 8 a.m. October 18, 2019.***
- Surveying company in town has been secured.
    - Architect will provide Surveyor with Foundation Plan, Surveyor will work Construction Co. to finish drawings (topo map, etc.) to secure Building Permit, in order to begin excavation for the new foundation.
    - *Cost of Surveyor to do drawings for Variance: $2,300*
    - *Cost of Surveyor to do drawings etc. for all plans for building permit: $1,200 additional, estimate*
- Building Permit – needs to be obtained.
    - *Timeline to prepare?*
    - *Timeline to process?*
    - *Cost to file?*
- Special Hauling Permit – needs to be obtained. *Devin Hirt from Wolfe is to be working with Patrick Patton on the details of this permit.*
    - Required to provide a clear move route for Wolfe, including tree trimming or removal, utility removal and traffic control.
        - *Who will work with arranging traffic control? Please ask for volunteer officers!*
    - *Cost of permit?*

Moving/removal of utility lines for move day.

- On Friday, September 13th, met with all players of moving utilities on the day of the move, walked the route, to coordinate the move of lines together. Jeff instructed Brad to issue a contract for us to sign and return, $500 invoice mailed; we paid immediately.
- First Energy – *Brad Cowling (Medina Engineer) and Jeff Hall (First Energy Supervisor) signed contract $500 deposit– estimated cost of project mid September was $8,000 - $10,000, *(if movers were willing to reduce clearance of high power lines).* However, invoice was received October 9th, to be paid immediately, ***$18,000.***
    - *Deposit paid of $500.*
    - *Received invoice, required to pay immediately, $18,000.*
    - *We cannot pay all of this up front! Many players are involved in this process, and all are taking some portion of a down payment (not total payment up front).*
    - *Jack appealed to Jeff Hall on October 15th to explain the doubling in cost; requested payment plan.*
    - *Suzanne will be applying for a First Energy grant this week, in hopes of having this cost paid. Right now THIS is a MAJOR roadblock in our project. Funding has NOT yet been obtained in excess of down payments. Some arrangement must be made.*
- Armstrong Cable – Mark Loyer – will drop lines on day of move. $
    - *$1,500 estimated charge*

- Frontier – Randy Howard, Network Engineer.
    - *October 15th quote was $2,100 (payable immediately, in full). Suzanne requested a reduction and was kindly offered to share the expense with Frontier. THANK YOU, Frontier!! This is the kind of partnership I had been expecting and hoping for!!*

PREPARATION OF NEW LOT FOR HOUSE PLACEMENT

Removal of large dead ash tree in the rear of the lot is STILL an issue!

- Word is widely out that we are looking for volunteer Tree Trimming/Removal companies to collaborate with us and donate their services. Otherwise, this is a $2,300 cost for just the ash tree, and additional for the failing tree adjacent to it.
    - Several small companies have come by to assess the tree; they advise needing more equipment than they own. Unable and unequipped.
    - *We are hoping that someone, some company with a crane/bucket, will help us!* ***We will clean it up if they drop it.*** *This will be too dangerous to remove once the house is placed there.*
    - *This problem Ed Wright (grandson Ben, previous owner of the property) inherited from the City, and unfortunately passed along to us. Jack and I are donating the lot we personally purchased – would the City please consider helping us take it down.*
- Four stumps have been ground out by Budget Stump Grinders, to make way for foundation.
    - *$150 paid October 13, 2019.*

Foundation Construction

- Excavate new basement foundation – haul away fill dirt.
    - *Schools should take this clean fill for the Huntington foundation!*
    - *They will need to pay for fill. We have it. Come get it. Save us the money to have it hauled away!*
- Pour footers.
- Provide a ramp into the new excavated site with a grade of no more than one inch per foot of slope.
- Provide pockets in the top of the new foundation/beam system for the lifting steel to recede into as the house is being set onto the new foundation.
- To be on site when the house is being set down to shim/fit the foundation to the house and install the necessary supports.
    - *Construction quote estimated at $25,000, not counting connecting of utilities.*

FUNDING

- $5,900 has been raised from the community so far.
- The Spencer Section of the Pythian Sisters have pledged $800 toward the project.
- Huntington Bank – low interest loan through the Community Reinvestment program fell through after six weeks of waiting for follow-up from community program rep at bank. *So disappointing! Has set me back on financing the project.*
- Two emails to Donald Miksch, Foundation arm of Huntington Bank, have not yet been returned. Will continue to follow up.

- Unfortunately, looks like I will have to take out a personal loan to fund this project.
    - Have contacted multiple banks for home equity loans.
- *Is there any low interest rate funding I might obtain because we are in the federal "Opportunity Zone"?*
- *Possible financial contribution from the City or from the Schools? Even a $10,000 contribution would make a large statement of your support for historical preservation even as we progress and grow.*

Intended Target Date for Wolfe House Movers' Crew to Begin WAS October 21, 2019.

We are awaiting a return call from the owner of Wolfe House Movers of Indiana (Andrew), to discuss a possible SHORT extension of the move date to the first or second week of November. (This report was delayed, waiting for his response. He did not call back when we last discussed with him a new date – as he must rearrange other house moves.)

Mayor Hanwell, I respectfully request an extension of our November 1, 2019 deadline for removal of the house from 347 N. Huntington Street.

As you indicated during our meeting on Thursday, September 19th, you and the City Council Members wanted to see forward progress on this project, most importantly. I believe I outlined to you during that meeting, and now again with this update, that we have made SIGNFICANT progress, and are well on our way to finishing this job.

I know the City of Medina will benefit with our accomplishment of saving Sophia's house – it is a feel-good effort, and positively promotes government/community relationships, at the very least! We can do this "together"! With your support and with an extension of the deadline (perhaps 45 more days?) we will be able to move the house, and make this a **marketable, cooperative project.**

Thank for your consideration.

Respectfully,

Suzanne Sharpe

Digitally signed by Suzanne Sharpe
DN: cn=Suzanne Sharpe, o=Building Blocks Pres. Group, ou, email=running2befree@gmail.com, c=US
Date: 2019.10.16 21:33:49 -04'00'

Dennis Hanwell

From:	Dennis Hanwell
Sent:	Monday, October 21, 2019 5:30 PM
To:	Suzanne Sharpe
Cc:	My Sweetie <3; GEORGE BARAN; Dennis Hanwell; Sherry Crow
Subject:	RE: Move date/move week

I went above Brad and talked with Regional Liaison, Laura Tubo. She sent the info to Engineering General Supervisor to see what may be done. She is on vacation this week but assured me she will monitor her emails and let me know if/how they may assist.
I will write extension up for 10/28 meeting. If you get contract in meantime, please scan and send to me so I may forward to Council. If it comes on next Monday, bring along copies for each Council member, Kathy Patton and I, as well as press members present.
Thanks
Dennis

From: Suzanne Sharpe [mailto:running2befree@gmail.com]
Sent: Monday, October 21, 2019 5:08 PM
To: Dennis Hanwell <dhanwell@medinaoh.org>
Cc: My Sweetie <3 <Jacksharpe57@yahoo.com>; GEORGE BARAN <skipbaran@gmail.com>
Subject: Move date/move week

Good afternoon, Mayor Hanwell!

We have finally been given an official move date by Wolfe House Movers of Indiana. Their crew will arrive and begin work on **Monday, November 11th!**

I have asked for a revised contract to reflect the revised date -- Wolfe is preparing this, as they understand you have requested it. Will send when I receive the revised contract.

There is no changing this date on our end now... or we are charged assessments, etc.

Unfortunately, I have not heard back from First Energy Foundation or Brad Cowling, or Jeff Hall on assistance with reducing the $18,800 invoice due "immediately." I do not have a detailed quote from them and will not pay without detail. Would you be open to assisting our effort by speaking with Brad?

Again, your support is greatly appreciated.

Best regards,
Suzanne

--

Preserve Medina History:

Help Rescue the (183-yr.-old) Huntington House

Thank you for your support!

~ Suzanne Sharpe, Founder & President

Building Blocks Preservation Group, Inc. ***https://www.buildingblockspreservation.org***

https://www.facebook.com/groups/2293032480964656/

OK
Dr Homer
10-21-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-192 - 10/28

FROM: Jansen Wehrley Sow

Committee: Fin + Council

DATE: October 21, 2019

SUBJECT: Amend Resolution 17-19. Reagan Parkway Multipurpose Trail extension to include Clean Ohio Trails Fund

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 **or the Clean Ohio Trails Fund**. This grant program provides up to **80% reimbursement through the Recreational Trails Program or up to 75% reimbursement through the Clean Ohio Trails Fund.** Assistance is 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.

Estimated Cost: $260,071.00
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 was applied for 2/1/19 per Resolution 17-19. After review, ODNR made the recommendation to modify our application to include the Clean Ohio Trail Fund. This project is still being considered for award.

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Res. 172-19
Date: 10-28-19

RESOLUTION NO. 17-19

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES OFFICE OF REAL ESTATE - RECREATIONAL TRAILS PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the Recreational Trails Program (RTP); and

WHEREAS: The City of Medina desires financial assistance under the Recreational Trails Program to use for the Reagan Parkway Multipurpose Trail Extension Project.

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

SEC. 1: That the Council of the City of Medina approves filing an application for the Ohio Department of Natural Resources, Recreational Trails Program financial assistance.

SEC. 2: That the Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

SEC. 3: That the City of Medina does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Recreational Trails Program.

SEC. 4: That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the application must be postmarked by February 1, 2019; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 28, 2019 SIGNED: John M. Coyne, III
President of Council

ATTEST: Patrick Patton APPROVED: January 29, 2019
Acting Clerk of Council

SIGNED: Dennis Hanwell
Mayor

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the forgoing is a true and correct copy of Resolution No. 17-19, adopted by the Council of the City of Medina, Ohio on 28th day of January 2019, and that I am duly authorized to execute this certificate.

Patty Patton
(Orginal signature)

Clerk of Council
(title)

FORM 1

General Project Information (Please Type or Print in Ink)

Check box to indicate whether your application is for the Recreational Trails Program (RTP) or the Clean Ohio Trails Fund (COTF). Check both boxes if submitting your project for consideration under both RTP and COTF.

☐ Recreational Trails Program X Clean Ohio Trails Fund

1. Classification of Project Applicant (*Check One*)

Federal Government
- ☐ U.S. Forest Service
- ☐ National Park Service

Army Corps of Engineers
☐ U.S. Fish & Wildlife Service
Other *(specify)*_____

Local Governments
- X City, Village
- ☐ County
- ☐ Township
- ☐ Park District
- ☐ Conservancy District
- ☐ Other *(specify)*_____

State Government
ODNR
- ☐ Division of Parks and Recreation ☐ U.S.
- ☐ Division of Forestry
- ☐ Division of Natural Areas & Preserves ☐

☐ Division of Wildlife
☐ Ohio Historical Society
☐ Other *(specify)* _____

Organizations
- ☐ Not-for-Profit (501-C3)
- ☐ Other *(specify)*_____

2. City of Medina
Name of Agency/Organization

3. 132 N. Elmwood Avenue, Medina, Ohio 44256
Address City State Zip Code

4. Jansen Wehrley — Parks & Recreation Director — (330) 721-6921
Agency/Organization Contact Person — Title — Phone Number

5. 346001856 — jwehrley@medinaoh.org — (330) 721-6921
Federal Tax ID Number — e-mail address — Fax Number

6. (a) Name of Trail East Reagan Parkway Multiuse Path Connector (b) Length of Trail Project 2,230 If ____

7. (a) Public Land X Private Land ☐ Combination Public/Private ☐
(b) Name of Landowner(s) City of Medina

8. Location of Project *(If located in more than one county, township, legislative/congressional district, etc., please list all.)*

Medina		Medina
County	Township	City or Village
69 70	22	16
Ohio House District	Ohio Senate District	U.S. Congressional District

FORM 1 *continued*

9. Intended Use (Check One)

□ Motorized Use □ Combination of Motor-Nonmotorized X Nonmotorized Use □ Combination of Motorized Uses X Combination of Nonmotorized Uses

10. Type of Use (Check all that apply)

X Bicycling □ Snowmobiling X Mountain Biking □ Aquatic or Water Activity □ Cross Country Skiing □ Motorcycling X Hiking/Jogging/Fitness/Nature Trail Activities □ Four-Wheel Driving □Horseback Riding □ All Terrain Off-Road Vehicles X In-line Skating X Wheelchair use X Walking

11. Type of Project and Quantitative Measure *(Please indicate the unit of measurement in acres, miles, linear feet, square miles, or other unit of measure that best quantifies the amount of work to be accomplished.)*

	Quantity	Unit of Measure
A. X Maintenance/Grooming of trails *(Work that is done on a routine basis)*	A. 2,230	Linear Feet
B. _____ Restoration of areas damage by usage	B. _____	_____
C. _____ Development of trail-side and trail-head facilities	C. _____	_____
D. _____ Acquisition	D. _____	_____
(Must be willing seller; Please attach seller's letter of intent)		
(1) _____ Easement	(1) _____	_____
(2) _____ Fee Simple	(2) _____	_____
(3) _____ Lease	(3) _____	_____
E. X New Trail Construction	E. 2,230	Linear Feet
F. _____ Equipment	F. _____	_____
G. _____ Engineering/Planning	G. _____	_____

12. Description of Project - *In the space below, provide a brief summary description of your project. Additional project detail will be requested later in the application.*

This project consists of the installation of approximately 2,230 linear feet of 10 foot wide multipurpose path on the south side of East Reagan Parkway in Medina, Ohio. This path will connect two existing multipurpose paths. The project will start at the intersection of North Court Street (US 42) and Reagan Parkway where it will connect into a path completed in 2018. The path continues along East Reagan, heading west, crossing North Jefferson Street to Larkens Way where it will connect into a path originally completed when the roadway was constructed in 1995. The original path extended along East Reagan from Larkens Way into the abutting Reagan Park. In 2016 this path was extended again, running east to Weymouth Road (State Route 3), then north east into the County Park at Lake Medina. The path extends through the Lake Medina Park area to the park's entrance and trailhead at State Route 18.

The construction of the path will consist of the excavation and removal of approximately nine (9) inches of topsoil, grass and underlying soils. The path profile will utilize six (6) inches of aggregate base and three (3) inches of asphalt pavement. In some areas, over excavation of unacceptable materials may be necessary; the excavated soils will be replaced with aggregate. In certain other areas the use of a geotextile fabric may be required.

13. Project Termini: Please describe the locations of all termini for the trail project for which you are seeking grant assistance. *(For example: The Trail project's two proposed termini are Fifth & Main Streets and the County Park parking lot)*

The first termini will be located at the end point of the existing trail on Larkens Way and East Reagan Parkway and the second termini will be located at the corner of N. Court Street and East Reagan Parkway.

14. Does this project link to, or is it an integral part of any other trail(s)? *(Check One)*

X Yes ☐ No If yes, provide the names of trails and explain relationship. Please reflect this information on maps in form # 3 of this application.

The first termini will be located at the end point of the existing trail on Larkens Way and East Reagan Parkway and the second termini will be located at the corner of N. Court Street and East ReaganParkway.

15. Total Project Costs $260,071

RTP Assistance requested *(maximum 80% of total project costs)* and source of your matching funds
N/A

COTF Assistance requested *(maximum 75% of total project costs)* and source of your matching funds
$195,053 COTF funding and $53,698 out of the Parks Maintenance Land Improvements account# 104-0301-54411 and $11,320 of in kind services.

FORM 2

General Project Cost Information

1. The RTP is an up-to-80 percent matching grant program and the COTF is an up-to-75 percent matching grant program. Payments to a project sponsor will cover up to 80 and 75 percent respectively of the total cost of acquisition, development, maintenance, or rehabilitation undertaken by the project sponsor. *If you are applying for both grant programs, please complete a Cost Summary Chart for each grant program.*

   Grants may cover costs applicable to:
   a. Cost of land acquisition
   b. Cost of engineering design services performed by an outside consultant (must be incurred within project period).
   c. Direct labor costs - NOTE: Funds may only be used to pay the salaries or wages of employees specifically for this project. Salaries or wages of employees of the project sponsor will count as sponsor In-Kind match.
   d. Cost of special tradesmen secured under a service purchase agreement
   e. Cost of rental of equipment
   f. Cost of construction contracts
   g. Cost of materials purchased for the project

2. Project Cost Summary Chart for RTP application:

Eligible Costs	Requested Grant Amount (up to 80% of total)	Sponsor's Match		Total Project Cost
		Hard Cash	In-Kind	
Acquisition				
Design and Engineering			$11,320	$11,320
Labor				
Special Service Contracts				
Rental of Equipment Contracts				
Construction Contracts	$193,453	$53,298		$246,751
Purchase of Materials				
Purchase of Equipment				
Other Printing, advertising, legal	$1,600	$400		$2,000
COLUMN TOTALS	$195,053	$53,698	$11,320	$260,071

Ohio Department of
NATURAL RESOURCES

The Recreational Trails Program & Clean Ohio Trails Fund

Grant Program Information and Application for Ohio Applicants

2019

CleanOhioFund
Recreational Trails

RECREATIONAL TRAILS

Grant Basics

Two recreational trails assistance programs, the **Recreational Trails Program** and the **Clean Ohio Trail Fund Program,** are offered annually through ODNR. The following pages contain a very brief overview of these grant programs; please read the grant guidelines on pages 7-22 for more detailed information.

Recreational Trails Program (RTP): This is a **reimbursement** grant program that provides up-to-80 percent project funding. This grant program is federally funded and is administered by the ODNR in cooperation with the FHWA. **http://www.fhwa.dot.gov/environment/rectrails/**

The following types of projects are eligible for RTP funding:

- New recreational trail construction (non-motorized and motorized)
- Trail maintenance/restoration
- Trailside and trailhead facilities (for example, parking, restrooms, potable water, etc.)
- Purchase/lease of recreational trail construction and maintenance equipment
- Acquisition of easements and property for recreational trails or recreational trail corridors
- Educational programs promoting trail safety and environmental protection (These projects cannot exceed 5 percent of Ohio's annual RTP apportionment.)

RTP funding is available to: Cities, villages, counties, townships, special districts such as park districts, joint recreation boards and conservancy districts, jointly sponsored projects between political subdivisions, state government agencies, federal government agencies, and non-profit organizations.

Clean Ohio Trails Fund (COTF): This is also a **reimbursement** program that provides up-to-75 percent project funding. This grant program is state funded and is administered by the ODNR.

The following types of projects are eligible for COTF funding:

- New recreational trail construction. Emphasis is on linear trails.
- Acquisition of property and easements for recreational trails or recreational trail corridors
- Trailhead facilities may be considered if a relatively small component of a trail construction project.
- Planning, appraisals, title work, surveys, engineering design costs, environmental research, and archaeological surveys associated with a specific recreational trail project may be eligible. ***These costs are not eligible as a standalone project.***

COTF funding is available to: Cities, villages, counties, townships, special districts such as park districts, joint recreation boards, or conservancy districts, jointly sponsored projects between political subdivisions, and non-profit organizations.

Guidelines for the Clean Ohio Trails Fund

Introduction and Purpose

The Clean Ohio Fund (COF) was originally proposed in the year 2000 and called for a $400 million bond program to preserve natural areas and farmland, protect streams, create outdoor recreational opportunities, expand a statewide system of recreational trails, and revitalize urban areas by returning contaminated properties to productive use. The Ohio General Assembly voted by an overwhelming bipartisan majority to place this proposal before the voters as State Issue 1, and the voters approved State Issue 1 in November 2000. In July 2001, the General Assembly enacted legislation (Am. Sub. H.B. 3) spelling out the administrative details of the program. The Ohio Department of Natural Resources will administer the $25 million Clean Ohio Trails Fund (COTF) grant program in consultation with the Clean Ohio Trails Fund Advisory Board. Sections 1519.05 and 1519.06 of the Ohio Revised Code provide authority for Clean Ohio Trails Fund and the Advisory Board. State Issue 2 (2008) was overwhelmingly approved and reauthorized the Clean Ohio Fund and further allocated an additional $400 million of which the Clean Ohio Trail Fund is responsible for administering $6.25 million in grants for recreational trails grants on a yearly basis. In 2018 $7 million was awarded in Clean Ohio Trail Fund grants, an additional $6.25 million is expected to be awarded in 2019.

I. Revenue

A. Source and Amount

State Issue 1 amended the Ohio Constitution by enacting Section 2 of Article VIII. Section 20 authorizes the General Assembly to provide by law for the issuance of bonds and other obligations of the State for paying costs of projects by implementing certain conservation and revitalization projects.

Amended Substitute House Bill 3 requires that 12.5 percent of the net proceeds of general obligations issued and sold by the Ohio Public Facilities Commission be deposited into the Clean Ohio Trails Fund. Approximately $6.25 million was made available for the COTF each year for four years starting in 2002. State Issue 2 (2008) was overwhelmingly approved, which reauthorized the Clean Ohio Fund and further allocated an additional $400 million, which includes Clean Ohio Trails Fund monies.

B. Distribution

Distribution of funds to eligible political subdivisions and nonprofit organizations will be on a statewide competitive basis. Criteria developed by the Ohio Department of Natural Resources, in consultation with the Clean Ohio Trails Fund Advisory Board, will be used to evaluate projects selected for funding and are included in the project selection process.

C. Cost Sharing

The amount of funds furnished from the COTF for project sponsors will be up to 75 percent of the total approved project costs. The remainder of the cost will be borne by the project sponsor (applicant).

The COTF will operate on a reimbursement basis; meaning a project sponsor must have sufficient cash, donations, or eligible in-kind services to pay for work to be completed, and then be paid back the grant percentage after the sponsor has documented payment for proper eligible work.

II. Types of Eligible COTF Projects

A. Construction/development of recreational trails;
B. Purchase of land or interests in land for recreational trails;
C. Construction/development of trailhead facilities such as parking, shelters associated with a trail, water, sanitary and access facilities associated with trails, *if such facilities are a relatively small component of a trail construction project.*
D. Planning, support, or certain non-construction ancillary costs associated with a recreational trail project may be eligible for COTF assistance. These include, but are not limited to, appraisals, title work, surveys, engineering design costs, environmental assessments, and archaeological surveys. All costs must reflect actual grant work that was performed. These costs are not eligible as a standalone project. Costs related to preparing a grant application or grant contract administration are not eligible for reimbursement.

III. Ineligible COTF Projects

A. Appropriation of land, rights, right-of-way, franchises, easements or other property through the exercise of the right of eminent domain.
B. Non-capital costs associated with a trail project (Ex. master planning, administration costs, trailheads, Etc.).
C. Maintenance costs for trails
D. Purchase or long-term lease of recreational trail construction and maintenance equipment
E. Projects with a useful life of less than 15 years.
F. Enhancements to existing trails
G. Examples of Projects Not Eligible for Funding:

• Sidewalks	Insurance	Playground Equipment
• Law Enforcement	Promotional Items	Concrete Trails
• Campgrounds	Legal Fees	Roads & Road Work
• Feasibility Studies	Picnic Facilities	Condemned Land
• Lighting	Traffic Signals	Golf Cart Trails

IV. Allowable Costs

A. **Basic Concept**
The Clean Ohio Trails Fund 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. **Construction/Development Projects**
Upon receipt of a signed project agreement provided by the Ohio Department of Natural Resources, development/construction costs are eligible for reimbursement and are incurred at the start of actual physical work on the project site. Initial master plan costs are not eligible, but applicable construction drawings may be eligible. Construction drawing costs must be incurred within two years of the date of COTF grant agreement.

C. **Acquisition**

Acquisition costs are eligible for reimbursement if incurred after the COTF grant contract is executed or if incurred within two years of the date of COTF grant application with an approved Waiver of Retro Activity. Acquisition costs are considered to be 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 payment 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.

COTF does allow for a waiver of retroactivity. If a grant applicant or potential applicant must purchase a property during a limited window of opportunity before the grant application deadline, or execution of grant agreement, the applicant may make a written request to ODNR for a **Waiver of Retroactivity.** The applicant must provide a location map, a to-scale, dimensioned property map and a description of the circumstances necessitating a purchase prior to grant application or award announcement.

Written requests must be received by ODNR at least ten business days prior to the date of Real Estate closing. Acquisition costs incurred prior to receiving ODNR written approval of a Waiver of Retroactivity are not eligible. **Approval of a Waiver of Retroactivity in no way assures grant selection or "preferred" status.**

D. **Donations**

ODNR encourages the donation of land, cash, materials and labor by non-government, entities. 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 assessed to 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 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. Appraisers will be selected by the local sponsor from the current ODNR/ODOT appraiser list. ODNR will review the Uniform Standards of Professional Appraisal Practice (USPAP) analytical narrative appraisal and, if disputes arise as to fair market value, the property will be re-appraised by another appraiser chosen by ODNR. Project sponsors will pay for the appraisals, which are eligible for reimbursement. COTF does allow for a waiver of retroactivity for properties that will donated up to two years prior to receiving COTF grant funding. Prior to taking possession of donated properties applicants must submit a written request for a waiver of retroactivity and **have it approved by ODNR. (See IV. C. on page 9)**

4. **Labor**
Volunteer labor services may be contributed by professional and technical personnel, consultants, skilled or unskilled labor. ***Administrative labor is not eligible for reimbursement or match.*** 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 donated contributions must include daily 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. In-kind labor information can be found here: **ODNR Billing Link**

5. **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 or match.*** Each hour of service may be counted as in-kind match if the service is a component of the approved project. Records of in-kind contributions of personnel services must include daily time sheets. In-kind labor information and daily time logs can be found here: **ODNR Billing Link**

6. **Planning (Preparation of Construction Drawings/Documents)**
In cases where the assistance of an architect, landscape architect, consultant, or engineer is required for a project, a share of this cost may be borne by program funds. To be eligible for reimbursement, planning costs must reflect actual grant work that was performed. ***Consultant costs for preparing a COTF application are not eligible.***

V. Administration

A. General Responsibility

The ODNR, Office of Real Estate administrates the COTF program and insures both the successful performance of the project and the continued operation and maintenance of aided facilities for public recreational trail use. The Office of Real Estate performs on-site inspections of projects to insure compliance with the intent of the program. In addition, as mandated by Amended Substitute H.B. 3, ODNR has worked cooperatively with the Clean Ohio Trails Fund Advisory Board (COTFAB) to develop criteria and procedures for selecting projects for funding from the COTF.

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. Non-profit organizations that own/operate public park and recreation facilities.

C. Acquisition Projects

Acquisition of land and easements may be accomplished through purchase or gift/donation. The fair market value standard will be used as the basic measure for determining COTF assistance on acquisitions. A project sponsor must secure an analytical narrative appraisal from a qualified appraiser from a list provided by ODNR for each parcel to be acquired. 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-state share. **Land transfers from one public agency to another are not eligible for reimbursement or as a matching source for a project. COTF will only reimburse for property acquisitions for the amount of property needed for the trail corridor and not larger portions of a parcel outside of the trail corridor. The size of the trail corridor will be established by ODNR and is not negotiable.**

D. Development/Construction Project

Developing or constructing a site, area or facility for public recreational trail use may be accomplished by contract. Project sponsors must comply with all applicable state and local requirements regarding contracts and bidding. The State reserves the right to require the submission of plans and specifications for any development or construction project selected for funding prior to bidding and construction. The State encourages in-kind contributions, including new building materials and equipment. The value of the eligible contributions may be used as all or part of the matching share of project costs and must be documented and approved by the State prior to project approval. Bidding policies and procedures can be found here: **ODNR Billing link**

2. **Discrimination Prohibited**

   The applicant-recipient agrees that no person shall, on the basis of race, color, religion, creed, gender, national origin, age, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the applicant-recipient receives financial assistance.

3. **Ownership**

   A project sponsor must own, have an easement, or have a long term non-revocable lease for a COTF project area. A long-term lease or easement must be for a minimum of 15 years beyond the project closeout date.

E. Project Evaluation

In selecting projects for funding, the Director of the Ohio Department of Natural Resources has established criteria, in consultation with the Clean Ohio Trails Fund Advisory Board, which must be satisfied by an applicant. The criteria emphasize the following:

1. Synchronization with the Ohio Trails Plan or a Regional Trails Plan dated after 2007; **Trails for Ohioans Link**
2. Completion of regional systems and links to the statewide trail system;
3. A combination of funds from various state/Federal agencies;
4. The provision of links in urban areas that support commuter access and show economic impact on local communities;
5. The linkage of population centers with public outdoor recreation areas and facilities;
6. The purchase of rail lines that are linked to the statewide trail plan; and
7. The preservation of natural corridors.

Other criteria established by ODNR and in consultation with the Clean Ohio Trails Fund Advisory Board will also be used to select projects for funding.

F. Matching Requirements

Payments to project sponsors will reimburse up to 75 percent of the total cost of the acquisition or development/construction undertaken by the project sponsor. The recipient must provide not less than 25 percent of the project cost. In addition, items of value, such as contributions of land, easements or other interests in land, eligible labor, or eligible materials may be considered as contributing toward the percentage of the cost of a recreational trail project that must be provided by the grant recipient (project sponsor). The Ohio Department of Natural Resources will approve the documentation of the fair market value of donated land, labor, materials or services. The value of any donation must be estimated at the time of application.

G. Method of Payment

Payments to local project sponsors will be made on a reimbursement basis, up to 75 percent of total approved project costs. Grantees must submit billings showing actual expenditures made in a timely manner. Upon acceptance of the expenditures by the Department of Natural Resources, payment from the state will be made to the grantee.

VI. Availability to Users

Projects acquired, developed and constructed with COTF program assistance shall be open to entry and use by all persons regardless of race, color, religion, creed, gender, nationality, age, disability, or residence.

A. 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.

B. 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 COTF Project Completion

A. Operation and Maintenance

All areas, trails and facilities acquired, developed, and constructed with COTF program assistance must receive adequate maintenance to insure continuing public use in a safe and sanitary manner. Areas must be open to the general public during reasonable hours of operation.

B. Retention

The project sponsor is obligated for the maintenance and use of the project for a minimum 15 years beyond project close out.

C. Penalties

Failure to comply with the provisions of the COTF program shall be considered just cause for ODNR 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. ODNR may also notify other state or federal agencies of the compliance failure.

Failure to complete your project within the required 15-month period will result in a one-time point penalty/reduction applied to next application or applications the grant sponsor submits for funding consideration through the COTF or RTP grant programs. Point reductions will be -10 points for each 6 months of extension requested by the grant sponsor. If the grant sponsor is awarded funding and fails to be entered into contract with ODNR within 12 months after the award announcement and additional 20 points will be deducted from the grant sponsors next application or applications submitted for funding consideration through the COTF or RTP grant programs.

COTF Project Application Process

1. **SUBMISSION – February 1st** -The project applicant submits application to the Ohio Department of Natural Resources (ODNR). ODNR staff reviews the proposal to determine the applicants and project's eligibility and completeness of application. If the application is found to be incomplete or unacceptable, the applicant will be notified. Applicants may be given an opportunity to provide limited missing information.

2. **VISITS AND REVIEW – February 1st through August 1st (approximately)** - All eligible proposals are reviewed by ODNR staff. Unscheduled site visits are conducted on proposed projects. Project sponsors will be contacted if ODNR staff members have questions. Projects are then scored by the review team, including the Clean Ohio Trails Fund Advisory Board. When this process has been completed, the Director of ODNR reviews and approves all ODNR 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 written 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 **75** percent reimbursement. The contract is between the state (ODNR) and the project sponsor. An executed agreement 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 page 80). Reimbursement requests may be made after funds have been expended. **Because COTF projects are funded by General Obligation Bonds, by law, all reimbursements must be made within 18 months of the time the grantee paid the invoice(s) for any project work.**

6. **PROJECT COMPLETION** – Projects 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. A permanent COTF 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.

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. 9 1-646 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 <u>not eligible</u> 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: <u>Regulatory Negotiation Committee on Accessibility Guidelines for Outdoor Developed Areas, Final Report</u> dated September 30, 1999.

   <u>Access Board Guidelines and Standards Link</u>

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.

REQUEST FOR COUNCIL ACTION

No. RCA 19-193-10/28

Committee: Finance

FROM: Jansen Wehrley, Parks Director
DATE: October 22, 2019
SUBJECT: Northrup Trail Easement Agreement

SUMMARY AND BACKGROUND:

Respectfully ask that Council approve the Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District for the Northrup Trail. See attached.

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:

DECLARATION OF MUTUAL EASEMENTS AND COOPERATION AGREEMENT

This Declaration of Mutual Easements and Cooperation Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2019, by and between the **Board of Education of the Medina City School District**, a City School District and political subdivision of the State of Ohio ("School"), and the **City of Medina**, Medina County, Ohio, a political subdivision of the State of Ohio ("City") (individually a "Party" and collectively the "Parties").

RECITALS

A. City is the owner of approximately 182.77 acres of real property located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-11-101 (the "City Property"). The City Property is more fully described in Exhibit A, attached hereto and incorporated herein by reference. The City Property is part of Reagan Park.

B. The School is the owner of approximately 7.4516 acres of real property which is located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-07-086 (the "School Property"). The School Property is more fully described in Exhibit B, attached hereto and incorporated herein by reference. Eliza Northrop Elementary School is located on the School Property.

C. City has agreed to convey an easement across a portion of the City Property to School. This easement shall be used for School's construction and ongoing use of a connector trail between the existing parking lot at Eliza Northrop Elementary School and a parking lot at Reagan Park, for the mutual benefit of the Parties. The Parties further wish to convey mutual easements to each other for the use of the parking lots on their respective properties, which will be connected by the trail.

D. The easement area is depicted in a survey prepared by Environmental Design Group which is attached hereto at Exhibit C and incorporated herein by reference (the "Easement Area"). The easement area shall encompass 0.6173 acres and is more fully described in Exhibit D, attached hereto and incorporated herein by reference (the "Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **The Connector Trail**

A. Installation of Connector Trail. School, at its sole expense, shall install a trail for the purpose of pedestrian ingress and egress in the Easement Area ("the "Connector Trail") between the parking lot on the City Property which is identified on Exhibit C and the parking lot on the School Property. The materials used for the Connector Trail, the timeline for construction of the Connector Trail, and the precise location of the Connector Trail within the Easement Area shall be agreed to by the Parties before the commencement of construction.

B. Grant of Easement. City hereby grants a permanent, non-exclusive easement upon, across and over the Easement Area to School, and its tenants, licensees, and invitees for the purposes stated herein. The Parties, their tenants, licensees, and invitees, shall each have the right to use and enjoy the Easement Area, including the Connector Trail, for the purpose of pedestrian ingress and egress to and from the School Property and the City Property. This Connector Trail easement shall also include the right to make all necessary repairs, maintenance and replacement of the Connector Trail.

C. Maintenance. All maintenance (including snow removal), repair, and replacement of the Connector Trail, shall be performed by School at its sole expense, unless it is determined that the maintenance, repair, or replacement is due to the negligence of City, its tenants, licensees or invitees. In such event, the maintenance, repair, or replacement shall be at City's expense. The Connector Trail shall at all times be kept and maintained in a good condition and state of repair.

2. **Parking Lots**

A. Grant of Parking Easement. School grants to City a permanent, non-exclusive easement upon, across and over the parking lot located on the School Property for the limited purpose of allowing the City's park patrons, who wish to utilize the Connector Trail, to park vehicles in or otherwise traverse across the School's parking lot.

City grants to School, its tenants, licensees, or invitees, a permanent, non-exclusive easement upon, across and over the parking lot located on the City Property. The purpose of this easement is to allow School to access the City parking lot in order to perform any needed maintenance, repairs, or replacements in the Easement Area and to provide additional vehicular parking for School's use.

The parking lot owned by City shall be subject to reasonable regulation and control by City. City may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as City, in its sole discretion, deems appropriate. City shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by City.

Similarly, the parking lot owned by School shall be subject to reasonable regulation and control by School. School may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as School, in its sole discretion, deems appropriate. School shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by School.

3. **Use of School Property During School Hours**

Notwithstanding anything to the contrary herein, the School reserves the right to restrict use of the parking lot located on the School Property and to restrict access from the School Property to the Connector Trail during school hours in the School's sole discretion.

4. **Termination of Easements**

Notwithstanding anything to the contrary herein, if either School or

City transfers, sells, or conveys their respective properties, or any part of their respective properties, to a third party, the non-transferring party shall have the option of unilaterally terminating this Easement. If the non-transferring party elects to terminate this Easement, it shall record a "Notice of Termination of Easement" and provide a copy of the notice to the other party. This Agreement may also be terminated by the recording of a release, executed by the Parties.

5. **Insurance**

Each Party benefitting from the easements granted by this Agreement shall ensure that they maintain adequate policies of insurance on their respective properties that contain a provision protecting the insured from any and all liability resulting from the use of the easements granted by this Agreement by that Party, its licensees, invitees or agents.

6. **Successors and Assigns**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors and assigns.

[Signature Page to Follow]

Executed by the Board of Education of the Medina City School District, by Ron Ross, its President on _____, 2019.

Board of Education of the
Medina City School District

_____

By: Ron Ross

Its: President

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Ron Ross, President of the Board of Education of the Medina City School District.

_____

Notary Public

Executed by the City of Medina, by Dennis Hanwell, its Mayor on _____, 2019.

City of Medina
By:_____
Dennis Hanwell
Its: Mayor

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Dennis Hanwell, Mayor of the City of Medina.

_____

Notary Public

This instrument prepared by:
Amy L. Demlow
Critchfield, Critchfield & Johnston, Ltd.
4996 Foote Road
Medina, Ohio 44256

EXHIBIT A
CITY PROPERTY

Situated in the Township of Medina, County of Medina and State of Ohio: and known as being part of Original Medina Township Lot No. 59 and bounded and described as follows; Beginning at the intersection of the center lines of Weymouth Road (S.R. 3) and Huffman Road (C.H. 141); Thence South 46°-32'-30" West, along the center line of said Weymouth Road, a distance of 1385.50 feet to the Principal Place of Beginning; Thence continuing South 46°-32'-30" West, a distance of 103.37 feet to a point in the center line of Granger Road (C.H. 21); Thence South 22°-35'-30" West, a distance of 111.50 feet to a point; Thence South 60°-17'-30" West, a distance of 54.00 feet to a point; Thence South 78°-08'-30" West, a distance of 61.80 feet to a point; Thence South 46°-32'-30" West, a distance of 38.10 feet to a point; Thence North 82°-34'-34" West, a distance of 460.00 feet to a point in the center line of said Weymouth Road; Thence along the arc of a curve deflecting to the right, having a radius of 955.37 feet and a chord of 23.80 feet bearing North 80°-19'-41" East, a distance of 23.80 feet to a point in the center line of said Weymouth Road; Thence North 81°-02'-30" East, along the center line of said Weymouth Road, a distance of 487.70 feet to a point; Thence along the arc of a curve deflecting to the left, having a radius of 383.06 feet and a chord of 227.19 feet bearing North 63°-47'-30" East, a distance of 230.66 feet to the Principal Place of Beginning, said described parcel of land contains 1.094 Acres of land, as survey by Allar and Hovanec, Engineers and Surveyors, November 20, 1967, be the same more or less, but subject to all legal highways.

Situated in the Township of Medina, City of Medina, County of Medina, and State of Ohio, and known as being part of Original Medina Township Lot Nos. 49, 50, 59, 60 and 1844 and bounded and described as follows; Beginning at the Northeast corner of said Original Lot No. 59, said point also being a point in the center line of Huffman Road (C.H. 141); Thence South 0°-54'-39" East, along the center line of said Huffman Road, a distance of 350.47 feet to the intersection of the center line of Weymouth Road (S.R. 3); Thence South 46°-32'-30" West, along the center line of said Weymouth Road, a distance of 579.40 feet to a point; Thence North 43°-27'-30" West, a distance of 330.00 feet to a point; Thence South 46°-32'-30" West, a distance of 375.00 feet to a point; Thence South 43°-27'-30" East, a distance of 330.00 feet to a point in the center line of said Weymouth Road; Thence South 46°-32'-30" West, along the center line of said Weymouth Road, a distance of 431.10 feet to a point; Thence along the center line of said Weymouth Road and the arc of a curve deflecting to the right, having a radius of 383.06 feet and a chord of 227.19 feet bearing South 63°-47'-30" West, a distance of 230.66 feet to a point; Thence South 81°-02'-30" West, along the center line of said Weymouth Road, a distance of 94.19 feet to a point; Thence North 6°-19'-04" East, along the East line of a parcel of land conveyed to LeMoyne and Jana Taylor by deed recorded in Volume 331, Page 331 of Medina

County Deed Records, a distance of 398.82 feet to a point; Thence South 86°-26'-10" West, a distance of 982.78 feet to a point in the Easterly line of a parcel of land conveyed to James P. and Mae R. Janoviak by deed recorded in Volume 250, Page 544 of Medina County Deed Records; Thence North 27°-14'-23" West, along the East line of land so conveyed to James P. and Mae R. Janoviak, a distance of 385.54 feet to the Northeast corner thereof; Thence South 89°-37'-30" West; along the North line of land so conveyed to James P. and Mae R. Janoviak a distance of 260.00 feet to a point in the West line of said Original Lot No. 59; Thence South 0°-01'-35" East, along the West line of said Original Lot No. 59, a distance of 1023.81 feet to a point in the northeasterly line of a parcel of land conveyed to Dean and Wilma Hayward by deed recorded in Volume 340, Page 284 of Medina County Deed Records; Thence North 45°-20'-30" West, along the Northeasterly line of land so conveyed to Dean and Wilma Hayward, by deed recorded in Volume 340, Page 284 of Medina County Deed Records; Thence North 45°-20'- 30" West, along the Northeasterly line of land so conveyed to Dean and Wilma Hayward, a distance of 98.79 feet to the Northeast corner thereof; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 150.00 feet to the Northwest corner thereof; Thence South 45°-20'-30" East, along the Southwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 400.00 feet to a point in the center line of said Weymouth Road; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 150.00 feet to the Northwest corner thereof; Thence South 45°- 20'- 30" East, along the Southwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 400.00 feet to a point in the center line of said Weymouth Road, a distance of 61.30 feet to the Southeast corner of a parcel of land conveyed to Kenneth C. and Virginia B. McLaughlin by deed recorded in Volume 248, Page 145 of Medina County Deed Records; Thence North 43°-26'-30" West, along the Northeasterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 521.10 feet to the Northeast corner thereof; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 346.10 feet to the Northwest corner thereof; Thence South 43°-26'-30" East, along the Southwesterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 521.10 feet to a point in the center line of said Weymouth Road; Thence South 46°-33'-30" West, along the center line of said Weymouth Road, a distance of 753.90 feet to the Southeast corner of a parcel of land conveyed to Charles F. and Nellie M. Beers by deed recorded in Volume 295, Page 436 of Medina County Deed Records; Thence North 49°-52'-00" West, along the Northeasterly line of land so conveyed to Charles F. and Nellie M. Beers, a distance of 438.30 feet to a point; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Charles F. and Nellie M. Beers, a distance of 100.00 feet to a point in the Northeasterly line of a parcel of land conveyed to Joe B. and Lorena Comer by deed recorded in Volume 201, Page 431 of Medina County Deed Records; Thence North 49°-52'-

00" West, along the Northeasterly line of land so conveyed to Joe B. and Lorena Comer, a distance of 348.02 feet to a point in the Corporation Line of the City of Medina; Thence North 0°-53'-32" East, along the Corporation Line of the City of Medina, a distance of 380.60 feet to a point; Thence North 43°-25'-41" East, along the Corporation Line of the City of Medina, a distance of 425.79 feet to a point; Thence North 0°-41'-32" West, along the Corporation Line of the City of Medina, a distance of 1595.01 feet to a point; Thence North 44°-58'-41" East, along the Corporation Line of the City of Medina, a distance of 167.15 feet to a point in the South Line of said Original Lot No. 49; Thence South 89°-58'-41" West, along the South line of said Original Lot No. 49, a distance of 58.58 feet to the Southeast corner of a parcel of land to John Bohaty by deed recorded in Volume 183, Page 318 of Medina County Deed Records; Thence North 1°-31'-20" West, along the East line of land so conveyed to John Bohaty, a distance of 1306.00 feet to a point; Thence North 36°-59'-47" West, along the East line of land so conveyed to John Bohaty, a distance of 122.97 feet to a point; Thence North 37°-15'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 138.00 feet to a point; Thence North 89°-27'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 29.00 feet to a point; Thence North 4°-12'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 92.50 feet to a point; Thence North 18°-09'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 181.00 feet to a point; Thence North 20°-27'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 83.00 feet to a point; Thence North 27°-37'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 127.00 feet to a point; Thence North 0°-32'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 678.03 feet to a point in the Northerly line of said Original Lot No. 49; Thence North 89°-31'-55" East, along the North line of said Original Lot No. 49, a distance of 1144.25 feet to the Northeast corner thereof; Thence South 0°-12'-22" East, along the East line of said Original Lot No. 49, a distance of 987.12 feet to the Southwest corner of a parcel of land conveyed to John and Ruth Y. Mohr by deed recorded in the Volume 349, Page 256 of Medina County Deed Records; Thence North 89°-33'-23" East, along the Southerly line of land so conveyed to John and Ruth Y. Mohr, a distance of 2661.15 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of said Huffman Road, a distance of 47.44 feet to the Northeast corner of Reagan Subdivision recorded in Volume 12 of Plats, Page 14 of Medina County Records; Thence South 89°-20'-15" West, along the Northerly line of said Reagan Subdivision, a distance of 348.48 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, along the Westerly line of said Reagan Subdivision, a distance of 500.00 feet to a point in the Northerly line of a parcel of land conveyed to Melvin L. and Viola M. Scherz by deed recorded in Volume 338, Page 420 of Medina County Deed Records; Thence South 89°-20'-15" West, along the Northerly line of land so conveyed to Melvin L. and Viola M. Scherz, a distance of 87.12 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, a distance of 140.00 feet to the Southwest corner of a parcel of land

conveyed to Melvin L. and Viola M. Scherz by deed recorded in Volume 340, Page 238 of Medina County Deed Records; Thence North 89°-20'-15" East, along the Southerly line of land so conveyed to Melvin L. and Viola M. Scherz, a distance of 435.60 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of Huffman Road, a distance of 60.00 feet to the Northeast corner of a parcel of land conveyed to Bessie Eiserlo by deed recorded in Volume 303, Page 609 of Medina County Deed Records; Thence South 89°-24'-15" West, along the Northerly line of land so conveyed to Bessie Eiserlo, a distance of 435.60 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, along the Westerly line of land so conveyed to Bessie Eiserlo, a distance of 100.00 feet to a point in the Northerly line of land so conveyed to Alfred J. and Rose O. Gericke by deed recorded in Volume 235, Page 601 of Medina County Deed Records; Thence South 89°-24'-15" West, along the Northerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 2141.40 feet to the Northwest corner thereof; Thence South 14°-12'-45" East, along the Westerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 663.78 feet to the Southwest corner thereof; Thence North 89°-07'-15" East, along the Southerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 2420.25 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of said Huffman Road, a distance of 170.45 feet to the Northeast corner of said Original Lot No. 59 and the place of beginning, said described parcel of land contains 248.997 Acres of land, as survey by Allar and Hovanec, Engineers and Surveyors, September 5, 1967, be the same more or less, but subject to all legal highways.

There being 67.247 acres in Lot 49, 58.511 acres in Lot 50, 57.697 acres in Lot 59, 65.132 acres in Lot 60, .41 acres in Lot 1844.

EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT AREA

4830-2039-7973, v. 4

EXHIBIT C
SURVEY OF EASEMENT AREA

EXHIBIT B
SCHOOL PROPERTY

Situated in the City of Medina, County of Medina and State of Ohio, known as the whole of Medina City Lot No. 9073 as shown by plat recorded in Plat Document No. 2008PL000013 of Medina County Recorder's Records, containing 7.4516 Acres of land, more or less subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel, P.S. No. S-8007 by Rolling & Hocevar, Inc. in January 2008.

ok Hammed 10-16-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-194-10/28

Committee Finance

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

(Signature)

Mayor's Initials:

Guidelines: See information on back of form

Date: **10/15/19**

Subject: Membership Organizations — Amend 133.01

Summary and Background: The International Alliance of Chaplain Corps (IAOCC) is a charter of Seneca Community Chaplain Corps, a 501c3 corporation. The mission of the IAOCC is to train, equip, and credential chaplains of the highest ethical standards and release them to local service by establishing chaplain corps. Reverend Paul Milliken, the Chaplain for Medina Police Department, attended training in August of 2019 for this certification which contained training on grief and loss, traumatology, crisis intervention, domestic violence, ethics and responsibility, critical incident stress management, suicide intervention and more. To that end, Rev. Milliken would like to maintain his certification with the Seneca Community Chaplain Corps.

Estimated Cost: **$245.00 reimbursement to Rev. Milliken**

Suggested Funding: **106-0101-52211**

Sufficient Funds in Account: **Yes**

Transfer Needed From: **To:**

New Appropriation Needed: **Approval of new Membership Organization**
Approval of new vendor-Paul Milliken

Account No:

Emergency Clause Requested:

No **Yes** **If yes, reason:**

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

Natalie Santivasci

From: Paul Milliken <prmilliken910hc@gmail.com>
Sent: Saturday, October 12, 2019 7:35 AM
To: Natalie Santivasci
Subject: Fwd: Receipt
Attachments: bodybg.letterhead; Paul Milliken Receipt.pdf

Natalie,
Here's the receipt from the Chaplains' Corps for the membership application and 18 months dues which I covered out of my own pocket. Would you be so kind as to submit it to the proper authorities for possible reimbursement? Many thanks for all you do.

Blessings,

Chaplain +Paul

---------- Forwarded message ---------
From: <chaplains@iaocc.org>
Date: Wed, Oct 9, 2019 at 1:43 PM
Subject: Receipt
To: <Prmilliken910hc@gmail.com>

OK

Hi Mr. Milliken,
I have attached your receipt of payment.
Have a blessed day,

Lyn Hoar
Admin Assistant
419-455-5616

International Alliance of Chaplain Corps
PO Box 465
Mount Vernon, OH 43050

www.iaocc.org

IAOCC is a charter of Seneca Community Chaplain Corps, a 501c3 corporation. The mission of the IAOCC is to train, equip, and credential chaplains of the highest ethical standards, and release them to local service by establishing chaplain corps.

Confidentiality Notice: This email may contain privileged and/or confidential information that is intended solely for the use of the addressee. If you are not the intended recipient or entity, you are strictly prohibited from disclosing, copying, distributing or using any of the information contained in the transmission. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety. Thank you.

Virus-free. www.avg.com

Seneca Community Chaplain Corps

Receipt

PO Box 465
Mount Vernon, Ohio 43050

OK

Paul Milliken

Medina, Ohio

Amount

$245.00

OK

Notes

Item Description	Quantity	Price Per	Total
Membership Application Processing	1	100.00	100.00
Membership Dues through March 2021	1	145.00	145.00
Paid September 25, 2019			-245.00
		Balance	$0.00
		Tax - 0%	$0.00
		TOTAL	$0.00

OK for Harwell 10-17-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-195-10/28

FROM: Sandy Davis
DATE: 10/16/19
SUBJECT: 33 Circle Drive- Private Owner Rehabilitation

Committee: Finance

SUMMARY AND BACKGROUND:

This is a request to increase purchase order #2019001593 for GB Hawk Construction for the Private Rehabilitation project at 33 Circle Drive, Medina, Ohio through the PY18 CHIP program. The original purchase order was in the amount of $39,000 which was approved on 9/10/19 in Ord. no. 135-19.

A change order was received in the amount of $4,750.00 which exceeds the purchase order by $1,725.00. This is a request to increase the purchase order to a total of $45,000 in order to accommodate any further change orders. Any unused funds will be returned to the account from which they came.

The change order #1 is attached to this request.

Estimated Cost: $6,000
Suggested Funding: $6,000

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

Emergency Clause Requested: Yes
Reason:

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

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Sandy Davis

From: Steve Beattie <steve@ordevelopment.com>
Sent: Wednesday, October 16, 2019 3:14 PM
To: James.Bope@development.ohio.gov
Cc: Malinda Freeman; Mindy Baldwin; Sandy Davis
Subject: Permission to Exceed
Attachments: 100. Change Order-1.docx

Good Afternoon Bill,

In the Medina City Grant. I have project 33 Circle Dr. Medina Oh. That I would like permission to exceed on.

The Original Contract was for $35,975.00

I would like to do Change order for $4,750.00 The home owner had rodents in her attic for several years Squirrels , Raccoons etc. The feces is so thick in the insulation, that it became a safety issue for the electricians to be in the attic to rewire the house. So I'm proposing that we remove the insulation cleanup all the feces, and re-insulate the attic.

That would bring the total project cost too $40,725.00 And with all associated fees $49,022.00 includes soft costs for ORDC which are on a separate purchase order.

I have attached a copy of the change order for you to review.

Thanks, and have a great day!

Steve Beattie
Rehabilitation Specialist
Ohio Regional Development Corp.
419-366-6023

CHANGE ORDER # 1

Homeowner: Nicolette Novak
Address: 33 Circle Dr. Medina Oh.

Additions

#	Page	Spec No	Description	Price
1	3	0000	Remove all attic insulation and dispose of offsite. HEPA vacuum to remove all remaining animal feces in the attic. Reinstall a minimum R-38 new attic insulation.	$3,900.00
2	6	14121	Homeowner requested an indoor air quality test after the removal of asbestos containing material from the dwelling. This ensures the asbestos levels are within the limits of the health department requirements.	$850.00

Total Additions **$ 4,750.00**

Deletions

#	Page	Spec No	Description	Price

Total Deletions $ 0000.00

Net Difference $ 4,750.00

Original Contract Amount $ 35,975.00

Additions to Contract $ 4,750.00

Deletions to Contract $ 0000.00

New Contract Amount $ 40,725.00

Rehab Specialist Signature Date

Homeowner Signature Date

Contractors Signature Date

EQUAL HOUSING OPPORTUNITY

Sandy Davis

From: James.Bope@development.ohio.gov
Sent: Thursday, October 17, 2019 8:59 AM
To: Steve Beattie
Cc: Malinda Freeman; Mindy Baldwin; Sandy Davis
Subject: RE: Permission to Exceed

Steve,

Your request to exceed is approved. Please maintain a copy of this e-mail in your files.

Bill

James Bope

Residential Revitalization Specialist
Office of Community Development

77 South High Street
Columbus, Ohio 43215
614.752.9505 F: 614.752.4575

James.Bope@development.ohio.gov

Email to and from the Ohio Development Services Agency is open to public inspection under Ohio's public record law. Unless a legal exemption applies, this message and any response to it will be released if requested.

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

OK
SD Hanney
10-17-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-196-10/28

Committee Finance

FROM: Sandy Davis
DATE: 10/17/19
SUBJECT: OHPO Agreement

SUMMARY AND BACKGROUND:

A request for the Mayor to enter into an agreement with the Ohio Historic Preservation Office for the Administration of Programs using HUD allocated funds.

A copy of the Agreement is attached.

The current Agreement with the Ohio Historic Preservation Office expires on December 31, 2019.

Suggested Funding: N/A

- **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:

PROGRAMMATIC AGREEMENT
for Coordination
between
City of Medina

and the
Ohio State Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency ("State"); and

WHEREAS, the State has awarded CDBG and other funds to City of Medina (hereinafter referred to as "grantee")]; and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. § 306108); and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. New Construction & Archaeology

New construction is **not** exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.

1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.

B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work and Development, General Exclusions

   a. Public service program that does not physically impact buildings or sites.
   b. Architectural and engineering design fees and other non-construction fees and costs.

c. Rental or purchase of equipment that does not physically impact buildings or sites.
d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
h. Rehabilitation of mobile and manufactured homes.
i. Loans used to fund rehabilitations of buildings less than fifty years old.

2. Site Work

a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.

b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.

c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.

d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.

e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than than fifty years old.

f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.

g. Repair, in kind replacement, or reconstruction of existing catch basins.

h. Replacement of utility meters on buildings in the same location as existing.

3. Exterior Rehabilitation
   a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
   b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
   c Foundation repair. Repointing of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is <u>not</u> exempt on the elevations that face the streets.
   d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulate paint. No abrasive cleaning is permitted for the removal of any building materials.
   e. Caulking, reglazing, and weather-stripping.
   f. Installation of screens and storm windows, provided that they:
      i. Completely fill the original window opening.
      ii. Match the meeting rail or other major divisions.
      iii. Interior storms must not cause damage to the original interior trim.
      iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.

   g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
   h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
   i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
   j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.

4. Interior Rehabilitation
   a. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
   b. Installation of attic insulation.
   c. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.

d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting allowed through roof or secondary wall.
e. Installation of new furnace, boiler or water heater;furnace cleaning or repair.
f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.

C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:

1. Project location, including a map;
2. Project description, including work write-ups, plans, or specifications, as appropriate;
3. Color photographs of all elevations of the building or site;
4. Date any buildings in the project area were built;
5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.

B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:

1. Condition assessments for various historic elements;
2. An explanation of the goals of the undertaking;

3. Alternative treatments considered and cost estimates for each;
4. Life cycle maintenance costs related to each alternative;
5. Proposed measures to mitigate or minimize adverse effects;
6. Available marketing studies; and
7. Any other information that warrants consideration.

C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:

1. The SHPO concurs with the grantee's decision about eligibility and effect;
2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.

E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
   1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
   2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.

B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects

C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.

B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.

C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon

representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
   1. For each exempted undertaking the list will include the project location, the age of the building or its date of construction, a full description of each activity undertaken, PA Stipulation used to exempt project from review and name and title of grantee staff member who exempted project from review. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
   2. The grantee should also include in their submission three (3) random samples of exempt projects, on buildings (50) years or older, with copies of the information that was available to support the project's consideration under the terms of this agreement.
B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.

1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
    a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
    b. The address of the property and the nature of the emergency
    c. Recent photographs of the property
    d. A signed copy of any local order compelling immediate action
    e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property

2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Grantee Jurisdiction Name

Signature Date

[name and title of the head of the jurisdiction - such as mayor or county commissioner - or authorized representative - such as city manager or planning director], [grantee]

Contact Information

Dennis Hanwell, Mayor

State Historic Preservation Office

_____

Signature Date

Diana Welling
Deputy State Historic Preservation Officer for
Resource Protection and Review
Contact Information:
800 East 17th Avenue
Columbus, OH 43211
dwelling@ohiohistory.org
614-298-2000

Concurring Party (or parties):

_____

Signature Date
[name and title of head of local historical society or historic preservation organization]

Contact Information:

DH Hanwell 10-21-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-197-10/28

Committee: Finance

FROM: Dennis Hanwell, Mayor
DATE: October 21, 2019
SUBJECT:
SUMMARY AND BACKGROUND: Land Acquisition 364 Foundry St / Demolition

(1) Respectfully request Council to authorize the purchase of the house and land at 364 Foundry Street, from Leon and Ella Mae Brown for the price of not to exceed $11,500.00. The house will be demolished and lot restored for an expansion of Ray Mellert Park. This home and lot are adjacent to a vacant property that the City acquired through non tax payment a number of years ago. We will ask Council to authorize Law Director Greg Huber to draft a purchase agreement with the aforementioned owners. Although the purchase price is $11,000.00, an additional $500.00 was included to cover any closing costs, deed filing, etc.

(2) To approve the expenditure of not to exceed $9,500.00 to Medina Excavating for the demolition of the house, removal of all debris and restoration of the lot with fresh dirt, seed and straw. Two quotes were received by local companies and Medina Excavating was the lower of the two, per attached quotes.

Estimated Cost: $21,000.00
Suggested Funding:

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

NEW APPROPRIATION needed in Account No. 130-0310-54411
Emergency Clause Requested: NO
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Medina Excavating, Inc.

Since 1948

Job Proposal

City of Medina

364 Foundry Street Demo

October 18, 2019

This is for the demolition and removal of the building located at 364 Foundry Street, Medina Ohio.
We will be sure live utilities are turned off or disconnected by appropriate service providers.
We will disconnect utilities as directed by the city.
We will knock down the building and haul it away to certified construction/demolition facility.
We will remove foundation debris and other inorganic debris left from the demo.
After materials are removed, we will bring in some fresh dirt to cover the scar, seed & straw the area.

Job Cost **$8,800.00**

Respectfully Submitted,

Doug Eastwood

Doug Eastwood, President

Thank you for your business!

(330)723-4604 doug@medinaexcavating.com 3377 Foskett Road, Medina, OH 44256

H.S.H. Construction & Excavating Inc
P.O. Box 150
Wadsworth, OH 44282

Voice: 330-350-0007
Fax: 330-335-5795

QUOTATION

Quote Number: m191
Quote Date: Oct 19, 2019
Page: 1

Quoted To:

City of Medina Community Development
132 Northland Dr
Medina, OH 44256

Customer ID	Good Thru	Payment Terms	Sales Rep
City of Medina Comm	11/18/19	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	Demolition	Demo and haul away all debris, abandon water/sewer service, fill crawl space void with clean fill, seed and straw.	9,200.00	9,200.00
			Subtotal	9,200.00
			Sales Tax	
			TOTAL	9,200.00

PROPERTY VALUE ANALYSIS REPORT

File No. 09020253

Borrower/Client Owner, Leon & Ella Mae Brown; Client: City of Medina
Property Address 364 Foundry treet
City Medina County Medina State OHIO Zip Code 44256
Lender Independent Private Client

DESCRIPTIVE PHOTOGRAPH

FIELD REPORT

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate [X] Fully Dev.	[ ] Rapid	[ ] Steady	[ ] Slow
Property Values	[ ] Increasing	[ ] Stable	[X] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[ ] Under 3 Mos.	[ ] 4-6 Mos.	[X] Over 6 Mos.

	Good	Avg.	Fair	Poor
Property Compatibility	[ ]	[ ]	[X]	[ ]
General Appearance of Properties	[ ]	[ ]	[X]	[ ]
Appeal to Market	[ ]	[ ]	[ ]	[X]

Present Land Use 50 % 1 Family 10 % 2-4 Family ___ % Apts. ___ % Condo 10 % Commercial 10 % Industrial 5 % Vacant 15 % Park land
Change in Present Land Use [X] Not Likely [ ] Likely [ ] Taking Place From ___ To Single Family Residential
Predominant Occupancy [X] Owner [ ] Tenant 5-8 % Vacant
Single Family Price Range $ 9,000 to $ 90,000 $ 20,000-50,000 Predominant Value
Single Family Age 50 yrs. to 100+ yrs. Predominant Age 60-110+/- yrs.

Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Older established neighborhood featuring mostly pre W.W.Two frame dwellings. Neighborhood is a mixture of single family, commercial, and industrially zoned properties. City park to rear of property. New construction in process less than 1/4 mile north. Low to moderate traffic and noise. Vacant houses to the North & South of subject property.

SUBJECT PROPERTY

Approximate Year Built 1900 No. Units One No. Stories One
Type (detached, duplex, semi/det., etc.) Detached
Design (rambler, split level, etc.) Bungalow, One Story
Exterior Wall Material Frame Roof Material Comp. Shingle, Older
Is the property located in a HUD-Identified Special Flood Hazard Area? [X] No [ ] Yes
Special Energy Efficient Items: None Noted

PROPERTY RATING	Good	Avg.	Fair	Poor
Condition of Exterior	[ ]	[ ]	[ ]	[X]
Compatibility to Neighborhood	[ ]	[ ]	[X]	[ ]
Appeal and Marketability	[ ]	[ ]	[ ]	[X]

Comments (favorable or unfavorable including any deferred maintenance) Property appears to be suffering from deferred maintenance. Entire interior of structure in need of updating. Mechanical systems appear to be working order. Structure was last used as a church. Property inspection is recommended prior to purchasing property to help determine structural integrity of building.

MARKET COMPARABLES

	Address	Sale Price	Date
Comparable #1:	356 North Huntington Street, HUD sale, sold "as is" 484 sq.ft.	$ 28,100	12/8/2016
Comparable #2:	356 Foundry Street, private sale, 1029 sq. ft.	$ 20,000	1/7/2019
Comparable #3:	319 Foundry Street, private sale, 1608 sq. ft.	$ 50,000	3/17/2016

Comments: See Attached Addendum

The information on this report is derived from an inspection of the neighborhood and exterior inspection of the subject property and market comparables. The estimated market value is based upon this information and the knowledge of the undersigned.

Estimated Market Value $ 32,000 as of May 1,2019

Title 364 Foundry Street, Medina, Ohio, 44256

Completed By Thomas H. Clarkson Date May7,2019

Thomas H. Clarkson, Appraiser Ohio License No. 383712

TEXT ADDENDUM

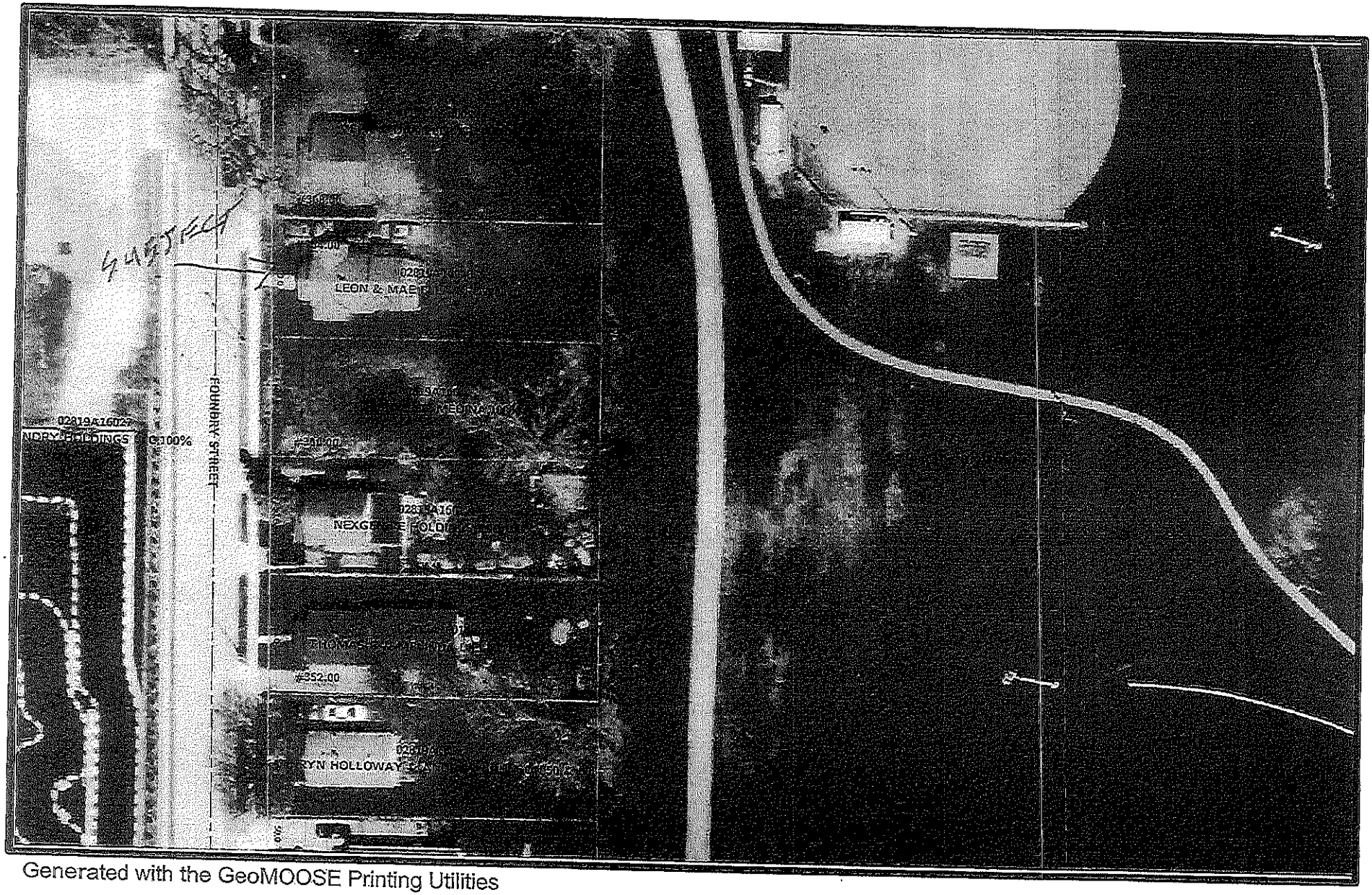
File No. 09020253

Borrower/Client: Owner, Leon & Ella Mae Brown; Client: City of Medina	
Property Address: 364 Foundry treet	County: Medina
City: Medina State: OHIO	Zip Code: 44256
Lender: Independent Private Client	

Comments:

Comp sale #4, City of Medina bought vacant lot to the South of subject property, No sale price noted in transfers, transfer date 6/29/2015. Ther were a limited number of sales of similar properties in the neighborhood that sold within the last four years. Comparables chosen were judged to be amoung the most represenative of the subject property in terms of location , size , condition, & use. Most value given to the site with improvements(water, sewer, electric, and gas all ready on site.)

Map



Generated with the GeoMOOSE Printing Utilities

Mike Kovack
Medina County Auditor

Parcel Information

Parcel Number	028-19A-16-010
Owner Name	BROWN LEON & MAE ELLA EST ENT
Address	364 FOUNDRY ST
City, State, Zip Code	MEDINA, OH 44256
Property Class	685 Property Class Codes
Acreage	0.160000
Legal Description	LOT 849 WH .157A

Value

Land Value	30,850
CAUV Value	0
Building Value	23,010
Total Value	53,860

Taxable Value

Taxable Land Value	10,800
Taxable CAUV Value	0
Taxable Building Value	8,050
Taxable Total Value	18,850

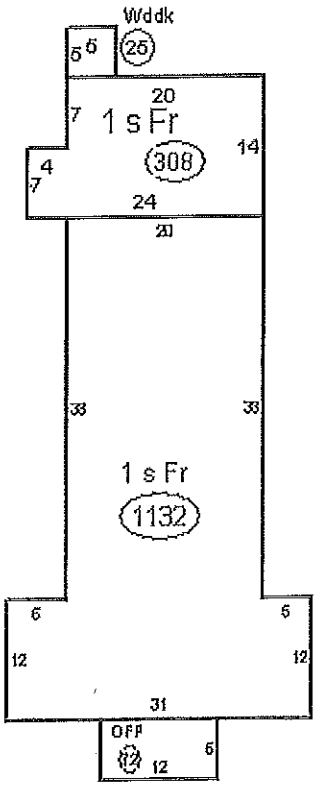
Dwelling Information

Card Number	001
Year Built	1900
Story Height	1.00
Extension Walls	Siding-Wide
Fireplace Openings	0
Heating	Central Warm Air
Central Air	No
Full Baths	1
Half Baths	0
Bedrooms	1

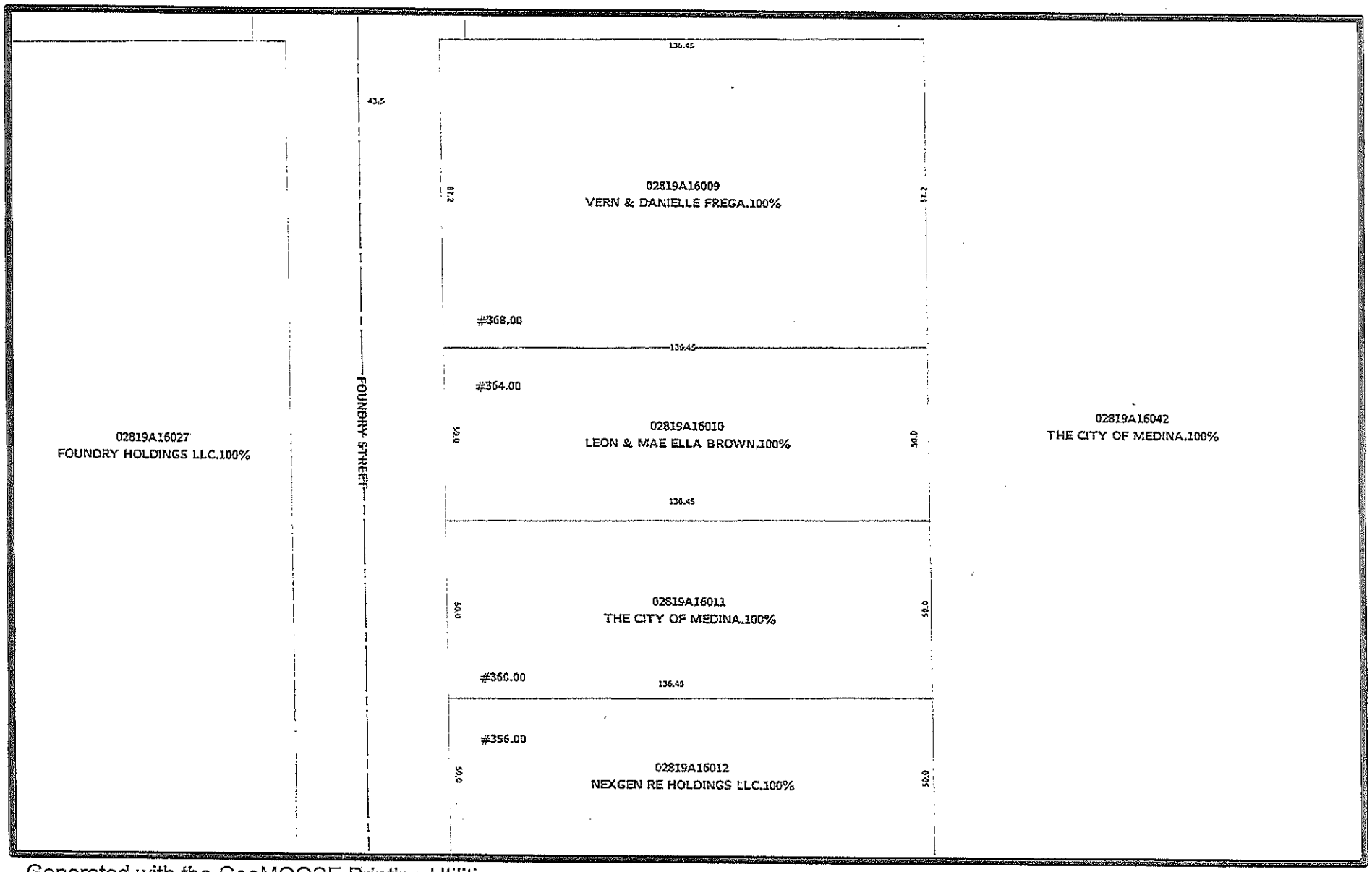
Dwelling Information

Attic	None
Attic Area	0
Second Floor Area	0
Upper Floor Area	0
First Floor Area	1440
Basement	None
Basement Area	0
Open Frame Porch Area	72
Wood Deck Area	25

Dwelling Sketch - Card Number 001



Map



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OK for Hanwell 10-21-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-198-10/28

Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: October 21, 2019
SUBJECT: 2020 Contribution to Medina County Office for Older Adults

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization for contribution to the Medina County Office for Older Adults for 2020 to provide Senior Services to Medina City residents.

Estimated Cost: $20,000.00
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:

Medina County Office for Older Adults

246 Northland Drive, Ground Floor
Medina, OH 44256
330-723-9514

Medina County Office for Older Adults

INVOICE

DATE: 11/13/2018

TO:
City of Medina, Ohio
ATTN: Finance Director
132 N. Elmwood Avenue
Medina, OH 44256

		REQUISITIONER	SHIPPED VIA		TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Contribution to 2019 Senior Services provided to Medina City residents	20,000.00	20,000.00
		SUBTOTAL	20,000.00
		SHIPPING & HANDLING	None
		TOTAL DUE	20,000.00

Make all checks payable to Medina County Office for Older Adults
If you have any questions concerning this invoice, contact Laura Toth, Director, lltoth@medinaco.org

THANK YOU!

OK
Dr Harwell
10-21-19

REQUEST FOR COUNCIL ACTION No. RCA 19-199-10/28

FROM: Jonathan Mendel, Community Development Director JM Committee: Finance

DATE: October 21, 2019

SUBJECT: October 10, 2019 Planning Commission Recommendation to rezone 1088 S. Court Street from R-3, High Density Residential to C-1, Local Commercial (Case P19-19).

SUMMARY AND BACKGROUND:
On October 10, 2019, the applicant requested rezoning the property at 1088 S. Court Street from R-3, High Density Urban Residential to C-1, General Commercial. After reviewing the applicant's request and staff's analysis, the Planning Commission **did not recommend** the requested rezoning to City Council as a motion to recommend approval failed by a 1-4 vote.

The requested rezoning is delineated for the City Council in the below attached documents:

- October 10, 2019 staff report & packet
- October 16, 2019 Planning Commission recommendation resolution
- October 10, 2019 Planning Commission – Case P19-19 draft meeting minutes

Since a rezoning requires a City Council public hearing, staff suggests the following timeline:

- October 28, 2019 – Finance Committee of City Council review
- October 29, 2019 through November 29, 2019 – Minimum 30 day notice period for the City Council Public hearing
- December 9, 2019 – Public Hearing before the City Council
- January 13, 2020 – Ordinance review by City Council

Estimated Cost: Not Applicable
Suggested Funding: Sufficient funds in Account No.

Transfer needed from Account No. to Account No.
NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: N/A
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

OK
Dr Hammett
10-22-19

REQUEST FOR COUNCIL ACTION

NO. RCA 19-200-10/28

FROM: Patrick Patton

DATE: October 22, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: Modify Ordinance No. 95-18

This request asks Council to modify Ordinance No. 95-18 (attached) by increasing the estimated cost of the contract from $372,900 to $376,474.

This ordinance regards City project #968, the Champion Creek Bicycle and Streetscape Enhancements. The final cost of the project exceeded the amount authorized by $3,574.

Please note, this project is being primarily funded by a federal grant that provides 80% of the construction costs. The grant will assume 80% of this additional cost ($2,859); the City will provide 20% of the additional cost ($ 715).

Thank you for your cooperation

ESTIMATED COST: $3,574.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411

Transfer Needed from:

New Appropriation Account Number:
Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

968

RCA 18-112-5/29

ORDINANCE NO. 95-18

AN ORDINANCE AMENDING ORDINANCE NO. 5-18, PASSED JANUARY 8, 2018, RELATIVE TO BIDS AND AWARDING A CONTRACT FOR THE CHAMPION CREEK MULTI-PURPOSE PATH AND STREETSCAPE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 5-18, passed January 8, 2018, authorized the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Champion Creek Multi-Purpose Path and Streetscape Project; and

WHEREAS: The lowest bid received was 3.7% higher than the amount authorized by City Council; and

WHEREAS: The administration requests that Section 2 of Ordinance 5-18, be amended by adding $13,200.00 to the authorized amount to match the amount of the lowest bid received.

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

SEC. 1: That the contract amount authorized in Ordinance No. 5-18, passed January 8, 2018 is hereby amended from $359,700.00 to $372,900.00 for the Champion Creek Multi-Purpose Path and Streetscape Project.

SEC. 2: That the funds to cover this project, in the total amount of $372,900.00 are hereby amended to be available as follows: $298,320.00 in Account No. 386-0661-54414, and $74,580.00 in Account No. 108-0610-54411.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 11, 2018

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 11, 2018

SIGNED: Dennis Hanwell
Mayor

95-18
6-11-18

MED-CHAMPION CREEK
BICYCLE RT
COUNTY-ROUTE-SECTION

95489
PID NUMBER

30405
AGREEMENT NUMBER

Rev. 1/18/2017

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Medina**, hereinafter referred to as the LPA, 132 North Elmwood Avenue, Medina, Ohio 44258-0703.

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The *(INSTALLATION OF 0.95 MILES OF 5 FOOT WIDE BIKE LANES ON S COURT ST, 0.49 MILES OF SIGNED, SHARED ROADWAY ON COURT ST, INSTALLATION OF 0.15 MILES OF EIGHT FOOT WIDE CONCRETE ON E. SMITH, AND INSTALLATION OF STREETSCAPE ELEMENTS AND BIO RETENTION CELLS)* (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. Section 5501.03(D) of the ORC;
b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
e. 2 CFR Part 200; and
f. Federal Funding Accountability and Transparency Act (FFATA)

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be $545,222.00 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of $ $415,377.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

OK Hanwell 10-22-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-261-10/28

Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: October 22, 2019
SUBJECT: County Court Discussion

SUMMARY AND BACKGROUND:

Respectfully request Council's discussion and input on the importance of keeping the Medina County Court operations on Public Square for the benefit of the local economy and sustainability.

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: