

AGENDA

March 11, 2019
Multi-Purpose Room (downstairs)

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. Hope Recovery Center Introduction/Presentation – Brian Hilberg
3. MCRC Banner Approval – Howard Hannia Real Estate
4. 19-19-048-3/11 – Budget Amendments
#2019-009 – Police – Vehicles
5. 19-049-3/11 – Then & Now – Huntington Bank – Municipal Court
6. 19-050-3/11 – Amend Contract w/ Ohio Regional Development Corp. – PY18 CHIP
7. 19-051-3/11 – Fitness Room Addition – Letter of Engagement
8. 19-052-3/11 – Requested Real Estate Swap
9. Executive Session: (land acquisition)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

19-048-3/11 – Budget Amendments

19-049-3/11 – Then & Now – Huntington Bank – Municipal Court

19-050-3/11 – Amendment to Contract w/ Ohio Regional Development Corp. – PY18 CHIP

19-051-3/11 – Fitness Room Addition – Letter of Engagement

19-052-3/11 – Requested Real Estate Swap

3/11/19

REQUEST FOR COUNCIL ACTION

No. Discussion Only
Committee: Finance

FROM: Paul Rose, At-Large
DATE: March 4, 2019
SUBJECT: Hope Recovery Center – Introduction to Council

SUMMARY AND BACKGROUND:

Members of the Hope Recovery Community asked to address the Finance Committee to introduce themselves to Council.

Brian Hilberg, Board President

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:

Discussion

Barbara Wilson – Howard Hanna Real Estate

- Track Railing Placement – 2-year commitment (bundling with field house scoreboard sponsorship)
 - \$1840 x 2 years (invoiced annually)

MCRC

**We'll help you get
on the fast track
for all of your
real estate needs**

BARBARA WILSON
TRUSTED EXPERIENCE. PROVEN RESULTS

**Howard
Hanna**

MEDINA COUNTY'S
#1 REAL ESTATE AGENT

330.721.SELL (7355)
CALL OR TEXT 330.808.8981

REQUEST FOR COUNCIL ACTION

No. RCA 19-049-3/11
Committee: Finance & Council

FROM: Keith H. Dirham
DATE: March 4, 2019
SUBJECT: Authorization of payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Huntington National Bank for the Magistrate's office furniture (see attached invoice). The 2019 purchase order was not created until 3/4/19.

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment. We would appreciate the resolution being passed through Finance Committee and Council at the March 11th meeting to avoid finance charges.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 44-19
3-11-19

TALBERTS COMMERCIAL PRODUCTS**P.O. BOX 829 MEDINA, OH 44256****330 725 3877 FAX 330 722 1720 SALES@TALBERTS.COM****WWW.TALBERTS.COM****October****31, 2018****MEDINA CITY MUNICIPAL COURT
CONFERENCE TABLE DESK AND JURY CHAIRS
COLOR: MAHOGANY****MAGISTRATES OFFICE**

HH1LC4284.G.N.N. 42W X 84D CONFERENCE TABLE TOP/MAHOG. 1EA \$841.00 \$548.65 \$548.65

HTLP84.N BASE LEGS FOR 84" CONFERENCE TABLE/MAHOG. 1ST \$536.00 \$348.40 \$348.40

HGROMMET PLASTIC CIRCULAR GROMMET FOR TOP 2EA \$35.00 \$24.00 \$48.00

H105102.N.N PEDESTAL, MOBILE, BX/BX/FILE, MAHOGANY LAMINATE 2EA \$826.00 \$499.99 \$999.98

H1522 22W X 15D PENCIL DRAWER/MAHOG LAM 2EA \$177.00 \$115.05 \$230.10

LLR85563 MID-BACK MESH CHAIR, FABRIC SEAT, ADJ., ARMS 2EA \$352.00 \$205.79 \$411.58

see page 149 letter E of the furniture catalog

H1876 36W X 72H X 11D BOOKCASE, 6 SHELF, LAMINATE/MAHOG. 1EA \$422.00 \$274.30 \$274.30

H1801 36W X 25H DOORS FOR BOOKCASE/ 1ST \$192.00 \$124.80 \$124.80

ITEMS BELOW ARE NOT INCLUDED IN THE QUOTE

LLR64868 CHAIR POSSIBILITY FOR JURY AREA 1EA 125.89/EA

see page 150, letter D of the furniture catalog

HON2191NSR11 HON PILLOWSOFT HIGH BACK CHAIR 1EA 648.49/EA

see page 153 letter A of the furniture catalog

SUB TOTAL	\$2,983.81
INSTALLATION	\$275.00
TOTAL	\$3,258.81
SIH	FREE
TAX @ 6.75%	\$220.00
TOTAL	\$3,258.81

IMPORTANT ! PLEASE READ: THIS IS A LEGALLY BINDING CONTRACT

- ALL SALES ARE FINAL - NO RETURNS ON SPECIAL ORDER FURNITURE. WITH THE EXCEPTION OF CONCEALED DAMAGE- IN THIS EVENT WE WILL REPLACE THE DAMAGED PIECE AT NO ADDITIONAL COST TO THE CUSTOMER
- ALL PRICE QUOTES ARE ONLY GOOD FOR 30 DAYS FROM THE DATE OF QUOTE
- PLEASE REVIEW YOUR PLAN AND COLOR/STYLE SCHEME TO MAKE CERTAIN THEY ARE CORRECT TO YOUR SPECIFICATIONS - YOUR FURNITURE WILL BE ORDERED EXACTLY AS IT APPEARS ON THE ABOVE PROPOSAL
- PLEASE ALLOW APPROXIMATELY 4-6 WEEKS FOR DELIVERY
- INSTALLATION FEE IS BASED ON A CLEARED OUT AREA TO BUILD FURNITURE/PANEL SYSTEM, WE DO NOT REMOVE EXISTING FURNITURE, PANELS, ETC.
- TERMS OF PAYMENT: 1/2 DOWN AND BALANCE DUE ON INSTALLATION OR PAYMENT IN FULL

I ACCEPT AND AGREE TO PURCHASE THE FURNITURE PROPOSAL AS OUTLINED ABOVE

NAME: _____

TITLE: _____

COMPANY/ORGANIZATION: _____

P.O.# _____

SIGNED: _____

DATE: _____

OK
Hammes
2-20-19

REQUEST FOR COUNCIL ACTION

No. RIA 19-050-3/11

FROM: Sandy Davis

Committee Finance

DATE: 2/20/19

SUBJECT: Amendment to Contract between the City of Medina and the Ohio Regional Development Corporation

ORD. 172-18
Authorized Original
Contract

SUMMARY AND BACKGROUND:

This is a request to amend the contract dated March 14, 2018 between the City of Medina and the Ohio Regional Development Corporation for the application, implementation and administration of the PY18 CHIP program.

The City had originally applied for \$700,000 in grant funding. The budget for the administration costs for the consultant was based on \$700,000. The City was awarded a lesser grant amount of \$647,700. Due to the decrease in the grant funding amount, the administration budget must be adjusted in order to comply with the cap of 12% of the total grant amount being administration costs.

The new proposed administration budget is as follows:

Ohio Regional Development Corporation	\$68,700
City of Medina	<u>\$ 9,000</u>
Total	\$77,700

$647,700 \times 12\% = \$77,724$

The ORDC contract has been amended to reflect the new administration budget.

Suggested Funding:

- Sufficient funds in Account No. 138-0458-52215/139-0458-52215
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

**Amendment to Contract for Administrative Services for
PY2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM BETWEEN THE CITY
OF MEDINA and OHIO REGIONAL DEVELOPMENT CORPORATION**

THIS AMENDMENT, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, contracted with ORDC to provide administrative consultant services for the PY 2018 Community Housing Impact and Preservation Program on or about March 14, 2018; and

WHEREAS, at the time of the contract it was anticipated by both parties that the amount of funds to be awarded to the Grantee under the PY2018 CHIP Program would be \$750,000 and the compensation for services section of the contract was based upon said assumption; and

WHEREAS, the amount of funds awarded by the PY2018 CHIP Grant was reduced due to issues with the Grantee's performance under the PY2016 CHIP Program, and therefore the parties desire to amend the aforesaid contract to modify Article IV. Compensation.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

ARTICLE IV. COMPENSATION of the Contract for Administrative Services is amended to provide as follows:

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

The City of Medina was awarded \$647,700 for PY 2018 funding, and the allowable administration dollars was \$77,700. Ohio Regional Development Corporation's charge for administration will be \$68,700 of the available administration dollars. This would allow the City of Medina \$9,000.00 for administration costs.

CITY OF MEDINA \$9,000

- **Program Administration:** The administration dollars of \$9,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of Preparing Purchase Orders and providing office expenses, etc.)

OHIO REGIONAL DEVELOPMENT CORPORATION \$68,700

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.

- **Project Administration:** The administration dollars of \$46,700 would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$2,000. This cost covers compliance for the entire grant period.

The Project Administration amount is computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$95.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - Creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counselling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost
Home Repair Project (Owner & Rental) = 22% of Project Cost
Homeownership = 18% of Project Cost
New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000
16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. **However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.**

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with an Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.

- Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable
5. Ohio Regional Development Corporation does not perform Lead Risk Assessments. We sub-contract this service. It is competitively bid each year for all the Communities we provide services. This allows for the best possible rate. This cost is billed to the project as a project cost. Average cost is \$400.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the of Medina City Council as approved on _____, 2019.

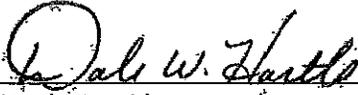
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

FOR: The City of Medina

Mayor, Dennis Hanwell

Date

FOR: Ohio Regional Development Corporation



Dale W. Hartle, President

2-15-19

Date

**M. Administrative Plan Supportive Documentation –
Medina**

ORDC/Medina Contract

**Contract for Administrative Services for
PY2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between CITY OF MEDINA and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, is applying for PY 2018 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD) for the purpose of addressing local housing needs;

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2018 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, and those services are detailed in this contract for administrative services;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

A. Grant Application Preparation & Release:

- Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
- Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
- Prepare a complete CHIP application for City of Medina to be submitted to the ODOD/OCD by May 4, 2018. In addition, have the application submitted to the City of Medina Commissioner's Office prior to the deadline for review and approval.
- Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
- Prepare any necessary Policy Manual Update.

- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

B. Client Application Intake, including Fair Housing:

- Develop an application process to solicit potential participants
- Assess their qualifications, their need, and their suitability to participate in the program,
- Assure compliance with all grant regulations.
- Establish a system to certify contractors to work in the Program.
- Conduct housing counseling sessions with participants.
- Conduct Fair Housing training sessions with participants.

C. Recordkeeping and Closeout:

- The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- Maintain all records for four years following the completion of the grant.
- The Consultant shall administer the Grantee's Housing Revolving Loan Fund in accordance with all Housing Revolving Loan fund regulations.
- Shall Provide, as needed, a written report detailing the status of the Grantee's projects.
- Complete all reports required by OCD.
- The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- Handle subordination requests, and make a recommendation to the Grantee
- Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

D. Rehabilitation Inspection Services:

- Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a "walk-through" of the projects with selected contractors.
- Provide the City's Housing staff and officials with written specifications and cost estimates for projects
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the "lowest and best" bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- Inform the City of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the City retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- Approve all contractor requests for payment and approve change orders
- Provide the City with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- Be available for telephone consultation at appropriate and convenient times.

- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and City staff to provide documentation/information for dispute resolution, if needed.
- Provide City staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

E. FAIR HOUSING PROGRAM

The expected product of the City's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the City's representative on all matters related to fair housing efforts as directed by the City; Sandy Davis shall serve as the City's Fair Housing Coordinator who will receive complaints and forward them to ORDC who will coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the City.
- Coordinate, conduct and prepare documentation of required training sessions.

F. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing the PY2018 CHIP grant, as well as Revolving Loan Funds (RLFs) used in the CHIP Program. This exclusive right does not include any other grants that the City or other local agencies are currently applying for, or may apply for, in relation to their current programs.

III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

- Application Submission Deadline: May 4, 2018 by 11:59pm
- Grant Award: September 1, 2018
- Grant Work Completion Date: October 31, 2020
- Final Draw Submission Date: November 30, 2020
- All Funds expended: December 31, 2020.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

The City of Medina will be eligible to apply for \$700,000 for PY 2018 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration would be \$74,000 of the available administration dollars. This would allow the City of Medina \$10,000.00 for administration costs.

CITY OF MEDINA \$10,000

- **Program Administration:** The administration dollars of \$10,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of Preparing Purchase Orders and providing office expenses, etc.)

OHIO REGIONAL DEVELOPMENT CORPORATION \$74,000

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$52,000 (approximately 7.4%) would be used for the general administration of grant line items. As well as post-grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$2,000. This cost covers compliance for the entire grant period.

The Project Administration amount is computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$95.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request,
- HOME Administration cannot exceed 10 percent of HOME funds,
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - Creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counseling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (EKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost
Home Repair Project (Owner & Rental) = 22% of Project Cost
Homeownership = 18% of Project Cost
New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000
16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

PY 2018 CHIP Contract

{ 5 }

City of Medina & ORDC

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP Inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with an Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable
5. Ohio Regional Development Corporation does not perform Lead Risk Assessments. We sub-contract this service. It is competitively bid each year for all the Communities we provide services. This

allows for the best possible rate. This cost is billed to the project as a project cost. Average cost is \$400.

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this exclusive franchise agreement at any time.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

During the performance of this contract, the Consultant agrees as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the department of Housing & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. The Parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant will send to each labor organization or Representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of these regulations.
5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. ADMINISTRATIVE OVERSIGHT

Sandy Davis, CDBG Grants Administrator, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the City Council of Medina, OH as approved on January 23, 2018.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

ATTEST:

Sherry Crow

FOR: City of Medina Meyer Dennis Harwell

D. Harwell 3-18-18
Mayor Date

[Signature]

FOR: Ohio Regional Development Corporation

Dale W. Hartle
Dale W. Hartle, President Date

OK
Dr. Harney
3-8-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-051-3/11
Committee: Finance

FROM: Medina Community Recreation Center

DATE: 03-04-2019

SUBJECT: Fitness Room Addition "letter of engagement"

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the Mayor to sign a "Letter of Engagement" with Arnold Architectural Strategies, LLC for professional services provided for the new fitness room addition at the Medina Community Recreation Center.

Note: Patrick Patton, City Engineer, has reviewed the letter of engagement and it is pending the Law Director's approval.

Estimated Cost: \$39,800

Suggested Funding: Appropriated Carryforward
sufficient funds in Account No. 574-0350-52226

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

Emergency Clause Requested: Yes

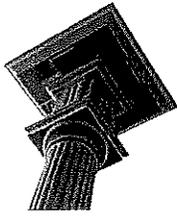
Reason: Anticipate to bid in Mar/April

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



Arnold Architectural Strategies, LLC

4670 Foote Road
PO Box 426
Medina, OH 44258

330-242-4351

March 4, 2019

Medina Community Recreation Center
855 Weymouth Road
Medina, Ohio 44256

Attn: Mayor Dennis Hanwell, City of Medina
Mr. Mike Wright, Recreation Center Director

Medina Community Recreation Center

Letter of Engagement
Fitness Room Expansion

Arnold Architectural Strategies, LLC (AAS) is delighted to have this opportunity to submit this letter of engagement for the requested Architectural Design Services required at the Medina Community Recreation Center Fitness Room Expansion.

It is the understanding of AAS that the project scope includes adding approximately 4,800± gross square feet onto the north side of the existing fitness center area. The scope would include: Phase I - design of the facility, preparation of the necessary construction documents, aid during bidding, and Phase II - overseeing the progress of the contractors during the construction phase. Further this proposal scope is based on our previous discussions.

SCOPE of WORK: PART I

Professional services for the **Final facility design** phase. Based upon the scope and layout of the project developed during the previous planning phases, services to include the following:

- Approval of the final design and layout of the proposed new area, which encompasses the space layout on the first floor.
- Based on the approved layout, continue with services necessary for design, bidding, and construction phases.
- Coordination with Structural, Mechanical, Plumbing & Electrical consultants.
- Building code review and incorporation into facility.
- Review and update previous construction cost opinions.
- Prepare final Architectural and engineering construction drawings, including a book spec for information on the major building systems and materials.
- Submit drawings to the City for approval to go to bid, and the building department for plan review.
- Building code evaluation & response to document review, from the building

- department, of our prepared work.
- Aide City of Medina in securing bids from contractors for the work scope, evaluate and review with Owner.
 - Assist with bidding of bid packages
 - Assist with bid review
 - Assist with contract preparation
- Award contract to successful contractor.

SCOPE of WORK: PART II

Professional services for the **facility construction** phase will include the following. The final scope will be based on subsequent discussions.

- Construction document clarification as required.
- Shop drawing and product review.
- Change order preparation and processing.
- Punch list review and preparation.
- Value engineering consultation w/ contractors, if requested/needed
- Scheduling of project with Contractors
- Observe on-site activities (daily basis as needed)
- Miscellaneous Onsite services, if needed (see below)
- Project coordination
- Assist as owner liaison
- Assist with project closeout
- Oversee contract changes/additional work

COMPENSATION:

Based on the above scope of work, our professional fees can be outlined as shown below, plus any applicable reimbursable expenses:

These services are based on providing a facility expansion of approximately 4,838 sq. ft. onto the area of the first floor, with a construction budget of \$ 585-625,000.

PART I fee would be broken down as follows:

Final Design Phase	\$ 4,500
Construction Documents Phase	\$ 15,000
Bidding Phase	\$ 1,800
Construction Phase	<u>\$ 3,500</u>
Total:	\$ 24,800

PART II fee would be broken down as follows:

Bidding & Construction Phase	<u>\$ 15,000</u>
Total Project:	\$ 39,800

Upon start of contract, a retainer of \$ 8,500 to be issued to implement the project procedures. Remainder due monthly based upon progress of the project.

Owner to provide existing drawings of the facility for use in this reconfiguration.

Any requested additional services to be compensated on an hourly basis, billed at \$175.00 (Architect), \$95.00 (Drafting) \$55.00 (Clerical), and Engineering at 1.4 x invoiced amount. Or, fees compensated as agreed upon.

Miscellaneous additional reimbursable expenses could include the following:

- ◆ Reimbursable costs to include, Civil Engineering, soils testing & analysis information, review fees, reviews by outside agencies, or other necessary services special to the project at hand, etc.
- ◆ Any requested additional services to be compensated on an hourly basis, billed per our current hourly rate schedule, or as agreed upon prior to service being performed.
- ◆ Required testing needed during design phase to determine existing conditions.
- ◆ Printing of drawing sets for reviews and construction bidding & construction sets, technical surveys (as approved by client), expenses, permit fees, attendance at community or government meetings, analysis required by the building and/or zoning reviews, EPA submittals & reviews (if required), etc.
 - Any Planning/Zoning or the plans review process that requires an appeal in order to obtain necessary approvals.
- ◆ Onsite services 1.2 x cost:
 - Field office
 - Dumpster
 - Porta-Pot
 - Final cleanup
 - Safety items (i.e.; barricades, fire extinguishers., signage)
 - Final signage

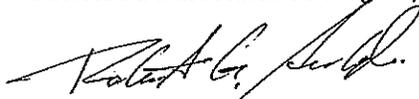
We are available to start this work promptly, upon your approval and receipt of retainer amount.

In all services outlined above, if payment is not received in a timely manner as noted on invoice, the client will be responsible for any costs incurred to collect such amount.

If there are any questions, please give our office a call, and we look forward to this opportunity of working with you on this project. If you are in agreement and would like to proceed with the scope of work, please sign and return a copy of this document and we will begin the work for you.

Respectfully submitted,
Arnold Architectural Strategies, LLC

Approved: City of Medina



Robert G. Arnold, RA

Signature: _____

Mayor Dennis Hanwell
City of Medina

Date _____

Cc: file

OK
Dennis Hanwell
3-7-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-052-3/11

Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: March 7, 2019
SUBJECT: Requested real estate swap

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization to approve the land exchange of 0.629 acres of City of Medina owned real property located at 625 Bowman Lane for 0.629 acres of real property located at 347 North Huntington Street owned by the Medina City Schools Board of Education. This real estate swap is for the mutually beneficial purpose of enlarging Ray Mellert Park on the North Huntington Street parcel for the benefit of the City and for operating a home based program for students with special needs on the Bowman Lane parcel pursuant to Ohio Revised Code Section 3313.40

Estimated Cost:

Suggested Funding:

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

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: Board of Education would like the transfer as soon as possible, so they can begin repairs on the Bowman Lane property.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date: