OK
DS Harwell 8-12-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-141-8/26

FROM: Kimberly Marshall **Committee** Finance
DATE: August 12, 2019
SUBJECT: Request to Form City of Medina Energy Special Improvement District and Proceed with Special Energy Project and Adoption of Levying Special Assessments

SUMMARY AND BACKGROUND:

The City of Medina Economic Development Committee has been researching an economic development tool called PACE (Property Assessed Clean Energy) Financing. In order for companies, businesses, non-profits and government entities to utilize PACE Financing, a municipality must have an Energy Special Improvement District established aka and ESID. In order to form an ESID, you must also have an energy efficiency project to get it set up. After lengthy research the Economic Development Committee voted at their May 2019 meeting to recommend to council to move forward with establishing an Energy Special Improvement District.

This request is for council to:

1) Adopt via Resolution the Petition and Articles of Incorporation for the Creation and Governance of an Energy Special Improvement District under ORC Chapter 1710 and approving the necessity of acquiring, constructing, and improving certain public improvements in the City of Medina, Ohio in cooperation with the City of Medina Energy Special Improvement District.
2) Approve an Ordinance to Proceed with certain City of Medina Special Energy Improvement Projects by way of Special Assessments in accordance with Chapters 1710 and 727 of the ORC.
3) Approve an Ordinance to Levy Special assessments for the Medina County Project

Suggested Funding: NONE

- **Sufficient funds in Account No.**
- **Transfer needed from Account No.**
  to Account No.
- **NEW APPROPRIATION needed in Account No.**

Emergency Clause Requested: Yes
Reason: Respectfully requesting due to pending projects in the city and the desire to expand the district county wide

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COUNCIL USE ONLY:

Committee Action/Recommendation:

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

CITY OF MEDINA
ECONOMIC DEVELOPMENT COMMITTEE
MINUTES – MAY 7, 2019
Medina County Administration Building Balcony Room B

Committee Present: Steve Chrisman, John Coyne, Bethany Dentler, Dennis Hanwell, Katie Heinz, Amy Lyon-Galvin, Kimberly Marshall, Julie McNabb, Ron Paydo and Jaclyn Ringstmeier
Absent: Bill Shockley
Guests: Chris Burnham, Kathy Breitenbucher, Bob Finnan, Dale Fortner, Bill Hutson, Allyson Moritz, and Adam Shah
City Staff: Barbara Dzur and Jonathan Mendel
Call to Order: The meeting was called to order by Chairperson Kimberly Marshall at 8:00 am.

Approval of Minutes: Dennis Hanwell moved to approve the Minutes from April 2019. Bethany Dentler seconded the motion, and it was approved by all.

Program: Chris Burnham, President of the Development Finance Authority of Summit County and Allyson Moritz, Project manager of the Development Finance Authority of Summit County distributed two handouts (Attachments A and B) and led a discussion in the formation of an Energy Special Improvement District (ESID) and Property Assessed Clean Energy (PACE) funding
Highlights:

- Setting up and ESID is an involved and expensive process
- County and city could establish the first ESID in Medina County
- Other political subdivisions that are contiguous to the city can then join
- Plan is amended each time a new community joins
- Each community has local control
- Length of financing is based on life of project
- Small loans can be paid back in a shorter amount of time.
- Board has one member from each community that is a public official
- Original lender on the property must grant permission to use PACE funding
- Non-profits and government entities may use PACE funding
- DFA of Summit County would take a small fee for the administration of the program
- Program can be audited

A discussion followed. At the conclusion of the discussion Bethany Dentler moved that the Economic Development Committee support the City of Medina joining with Medina County to form an ESID. Ron Paydo seconded the motion and it was unanimously approved.

There being no other business, the meeting was adjourned at 9:10 am.

Next Meeting: TBD

Respectfully Submitted

_____

Kimberly Marshall, Chairperson

RESOLUTION NO. _____-19

APPROVING BY LEGISLATIVE RESOLUTION THE PETITION AND ARTICLES OF INCORPORATION FOR THE CREATION AND GOVERNANCE OF AN ENERGY SPECIAL IMPROVEMENT DISTRICT UNDER OHIO REVISED CODE CHAPTER 1710, AND APPROVING THE NECESSITY OF ACQUIRING, CONSTRUCTING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF MEDINA, OHIO IN COOPERATION WITH THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, AND DECLARING AN EMERGENCY

WHEREAS, as set forth in Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to create energy special improvement districts ("ESIDs") upon a petition to a municipal corporation or township, which ESIDs are voluntary organizations of property owners who undertake special energy improvement projects for their properties and finance such special energy improvement projects by way of voluntary special assessment; and

WHEREAS, pursuant to Ohio Revised Code Section 1710.02, the property owner petitioning for the creation of an ESID is authorized to propose an initial plan setting forth certain special energy improvement projects that the ESID will undertake, which plan may outline the area in which such projects will be provided, the method of special assessment to be used with respect to the projects, the period of time during which any such special assessments are to be levied, the procedures by which additional territory may be added to the ESID, and such other provisions that the ESID shall deem appropriate, and the legislative authority of the municipal corporation to which such plan is submitted is authorized to approve the plan along with the petition; and

WHEREAS, The Medina County, a property owner, has identified the property consisting of the commonly used mailing address: 246 Northland Drive, Medina, OH 44256 (the "Property") in the City of Medina, Ohio (the "City"), as an appropriate property for a special energy improvement project; and

WHEREAS, on_____ ___, 2019, pursuant to Ohio Revised Code Section 1710.02, the Medina County submitted (1) a petition entitled *Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects* (the "Petition"), (2) an initial plan entitled *Medina County Energy Special Improvement District Plan* (the "Plan"), and (3) *Articles of Incorporation of the City of Medina Energy Special Improvement District, Inc.* (the "Articles") to the Council of the City and to the Mayor of the City, and said Petition, Plan, and Articles are on file with the Clerk of Council; and

WHEREAS, said Petition, Plan, and Articles are for the purpose of developing and implementing special energy improvement projects in furtherance of the purposes set forth in Section 2o of Article VIII of the Ohio Constitution, including, without limitation, the special energy improvement project to be located at the Property; and

WHEREAS, in accordance with Ohio Revised Code Section 1710.02, the Petition requests that this Council create the City of Medina Energy Special Improvement District (the "District"), which District is to be governed by the City of Medina Energy Special Improvement District, Inc. ("Corporation"), an Ohio for-profit corporation, in accordance with Ohio Revised Code Chapters 1710 and 1702 and in accordance with the Articles; and

WHEREAS, the Petition and Articles set forth that the members of the District will be the property owners who voluntarily include their properties in the District; and

WHEREAS, pursuant to Ohio Revised Code Section 1710.04 and the Petition and Articles, the members of the board of directors of the District will include at least three representatives of one or more property owners who have voluntarily included their properties in the District, one representative appointed by the Council, as the City's legislative authority, and the Mayor, as the City's municipal executive, or a person who the Mayor designates to serve in his stead and who is an employee of the City and involved with the City's planning or economic development functions; and

WHEREAS, the Plan defines the special energy improvement project to be completed at the Property and identifies the amount and length of special assessments for the special energy improvement project, and such special assessments shall require formal authorization from Council pursuant to Ohio Revised Code Chapters 727 and 1710; and

WHEREAS, this Council, as mandated by Ohio Revised Code Section 1710.02(E), must approve or disapprove the Petition, the Plan, and the Articles within 60 days of the submission of the Petition, Plan, and Articles; and

WHEREAS, this Council has determined to approve the Petition, Plan, and Articles and thereby create the District and cause the Corporation to be established; and

WHEREAS, this Council, pursuant to Ohio Revised Code Section 1710.02(G)(4), has determined that the energy special improvement project to be constructed and implemented on the Property is not required to be owned exclusively by the City for its purposes, for uses determined by this Council, as the legislative authority of the City as those that will promote the welfare of the people of the City; to improve the quality of life and the general and economic well-being of the people of City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources; and

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

Section 1. Approval of Petition; Creation of District. That this Council approves the Petition, further approves the Plan, and further approves the Articles in substantially the forms now on file with the Clerk of Council.

Section 2. Filing with Secretary of State. That the Clerk of Council is directed to file or cause to be filed a copy of the Articles and a copy of this Resolution with the Ohio Secretary of State.

Section 3. Appointment of Mayor and Council Representatives to Board. That pursuant to Ohio Revised Code Section 1710.04, this Council appoints Robert Starcher and the Mayor designates Kimberly Marshall to serve on the board of directors of the Corporation

Section 4. That the plans, specifications, estimates of costs, and profiles of the proposed City of Medina special energy improvement project identified in the District plan on file with the Clerk of Council and open to inspection are hereby approved, and the special energy improvement project shall be acquired, installed and constructed in accordance with those plans and specifications.

Section 5. That this Council hereby finds and determines that (i) the special energy improvement project is conducive to the public health, convenience and welfare of the City and its inhabitants and (ii) the property of City of Medina identified in the petition are specially benefited by the project.

Section 6. This Council hereby accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Medina City Charter and the Medina Municipal Code, and consents to the immediate imposition of the special assessments upon the properties as identified in the Petition. This waiver encompasses but is not limited to waivers of the following rights under the Revised Sections referred to below:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and 727.14;
- The right to limit the amount of the special assessment under Sections 727.03 and 727.06;
- The right to file an objection to the special assessment under Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and 727.17;
- The right to file any claim for damages under Sections 727.18 through 727.22 and Section 727.43;
- The right to notice that bids or quotations for City of Medina special energy improvement project may exceed estimates by 15%;
- The right to seek a deferral of payments of special assessments under Section 727.251; and
- The right to notice of the passage of the assessing ordinance under Section 727.26.
- Any and all procedural defects, errors or omissions in the special assessment process.

Section 7. That the total cost of the special energy improvement project shall be assessed against the properties of City of Medina identified in the Petition in proportion to the benefits resulting from the special energy improvement project.

Section 8. Transfer of Energy Special Improvement Project. That pursuant to Ohio Revised Code Section 1710.02(G)(4), this Council determines that the energy special improvement project to be constructed and implemented on the Property is not required to be owned exclusively by the City for its purposes, for uses determined by this Council, as the legislative authority of the City, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Council accordingly authorizes the board of directors of the Corporation to act as its agent to sell, transfer, lease, or convey the special energy improvement project to be constructed and implemented on the Property. The consideration the board of directors of the Corporation must obtain from any sale, transfer, lease, or conveyance of the special energy improvement project on the Property is any consideration greater than or equal to $1.00.

Section 9. Compliance with Public Meetings Requirements. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this legislative resolution 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 all legal requirements, including Ohio Revised Code Section 121.22.

ORIGINAL

PETITION FOR CREATION OF ENERGY SPECIAL IMPROVEMENT DISTRICT AND FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS

A PETITION TO THE CITY OF MEDINA SEEKING THE CREATION OF THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT AND THE LEVYING OF SPECIAL ASSESSMENTS ON PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS FOR THE SPECIAL BENEFIT OF THE ASSESSED PROPERTY AND A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS, AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The Mayor and Council of the City of Medina

The Medina County, an Ohio County 1 (the "Petitioner") is the owner of 100% of the property described on **Exhibit A**, which is attached to and incorporated into this Petition (the "Property"). The undersigned represents that he or she is the duly authorized signatory or officer of the Petitioner.

The Petitioner respectfully petitions the City of Medina (the "City" or "Participating Political Subdivision") for the creation of the **City of Medina Energy Special Improvement District** (the "District") pursuant to Ohio Revised Code Chapter 1710 and amendments thereto (the "Act"). The District's boundaries will be as described and shown in **Exhibit B**, attached to and incorporated into this Petition. In accordance with the Act, the District may be expanded to include additional territory ("Additional Territory") for the purposes of developing and implementing special energy improvement projects. At least one special energy improvement project will be designated for each parcel of real property within an Additional Territory of the District. The Petitioner represents that a special energy improvement project will be developed and implemented on each parcel of real property with respect to the Petitioner as set forth below and as further described in **Exhibit C.**

As authorized by Ohio Revised Code Section 1710.02(F), the Petitioner, as the owner of the Property being 100% of the area proposed to be assessed for the Authorized Improvements, further respectfully petitions the City (a) to approve an initial plan for the District (the "Plan"), attached to this Petition as **Exhibit C**, which Plan includes the description of the special energy improvement projects being constructed or installed or proposed to be constructed or installed on the Property (the "Authorized Improvements"), (b) for the construction of the Authorized Improvements, and (c) to assess on the Property, in proportion to the special benefits that will result from the Authorized Improvements, the total cost of those Authorized Improvements, including the costs of planning, designing, and implementing the Authorized Improvements incurred to date by the Petitioner, as authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments"), to pay the costs of the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Plan, (ii) the plans,

specifications, and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit D**, and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in **Exhibit D**. The Petitioner acknowledges that the estimated special assessment for each parcel is in proportion to the benefits that may result from the Authorized Improvements.

1. **Purpose.** The District's purpose will be to enhance the value of the Property and improve the environment by developing and assisting in developing special energy improvement projects at the Property. The District will be authorized to provide special energy improvement projects pursuant to the Act that will benefit the Property. The District further will be authorized to take any other actions pursuant to the Act that may be taken by special energy improvement districts organized for the purpose of developing and implementing plans for special energy improvement projects.

2. **Corporate Entity and Governance.** The operations and fiscal affairs of the District will be managed and administered by the Board of Directors ("Board") of the City of Medina Energy Special Improvement District, Inc., an Ohio non-profit corporation to be formed for the purpose of governing the District, all in accordance with the Act. The articles of incorporation of the District are attached to and incorporated into this Petition as **Exhibit E**. The Board will consist of at least five individuals. The Board will have all powers authorized by the Act. Pursuant to the Act, one board member will be a person appointed by and serving at the pleasure of the Council of the City (the "Council"), and one member will be the Mayor of the City or an appointee of the Mayor serving at the Mayor's pleasure, provided the Mayor's appointee is qualified to serve on the Board under the Act. The remaining three board members will be persons elected at the first meeting of the membership of the District.

Petitioner acknowledges and agrees that the Board, in its sole discretion and as authorized by Ohio Revised Code Section 1702.33, may delegate authority to an executive committee. Petitioner further acknowledges and agrees that the Board, in its sole discretion and as authorized by Ohio Revised Code Sections 1702.12, 1702.33, and 1710.11, may contract for the provision of services pursuant to the Board's prescribed competitive bidding procedures.

Petitioner releases the City and its officers, directors, and employees (the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and indemnifies the Indemnified Parties against, all liabilities, claims, costs, and expenses, including out-of-pocket and incidental expenses and legal fees imposed upon, incurred or asserted against the Indemnified Parties on account of (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipment, improvement maintenance, operation and use of the Authorized Improvements, (ii) any act of any of the Indemnified Parties as a member of the Board, and (iii) any claim, action, or proceeding brought with respect to any matter set forth in clauses (i) and (ii) above; provided, however, that Petition shall not indemnify the Indemnified Parties as provided above to the extent that any liability, claim, cost, or expense arises out of or results from the gross negligence or willful misconduct of the Indemnified Parties.

3. **Authority.** The District will be authorized to provide special energy improvement projects pursuant to the Act that will benefit property within the District's boundaries. The City will be authorized to levy a special assessment on each property within the District that lies within the territorial boundaries of the City to pay for special energy improvement projects, based on the benefits conferred by those special energy improvement projects as further provided for in the Plan and this Petition.

4. **Plan.** As authorized in the Act, the Petitioner requests that the City approve the Plan attached to this petition as **Exhibit C**. The petitioner acknowledges that the Authorized Improvements, as that term is defined in the Plan, have an estimated useful life of at least five (5) years.

5. **Boundaries.** **Exhibit A** provides a legal description of the parcels, as identified by parcel number, which this Petition includes in the District. The District's boundaries are described further in **Exhibit B**.

6. **Special Assessments.** In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such amount; the costs incurred in connection with the preparation, levy, and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; administrative costs of the District, including public officials insurance; and trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, or obligations issued to provide a loan to the Petitioner or otherwise to pay costs of the Authorized Improvements in anticipation of its receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities, or other obligations; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in **Exhibit D** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the Authorized Improvements identified in this Petition. The Petitioner further consents to the levying of the Special Assessments against the Property by the Council. The Petitioner acknowledges that these Special Assessments are fair, just, and equitable, and that they are being imposed at the specific request of the Petitioner.

The Petitioner further acknowledges that the Special Assessments are subject to reduction as provided in an Energy Project Agreement expected to be entered into among the Petitioner, the District, and such other parties as the City and the District may deem necessary and appropriate (the "Energy Project Agreement") and as described in this Petition. The City will take such actions as may be permitted by law and are necessary so that the semiannual installment of the Special

Assessments to be collected in each semiannual real property tax payment shall equal the Special Assessments stated in **Exhibit D**.

The City will take such actions as may be permitted by law and are necessary to certify the amount of the Special Assessments to the County Auditor not later than 45 days in advance of the deadline for annual certification of Special Assessments.

The Petitioner hereby requests that the Special Assessments be allocated as follows:

PARCEL	ADDRESS	PERCENTAGE
028-19A-13-141	246 Northland Drive, Medina, OH 44256	100%

7. **Waiver of Notices and Process.** The Petitioner expressly waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and .14;
- The right to limit the amount of the Special Assessment under Ohio Revised Code Sections 727.03 and 727.06;
- The right to file an objection to the Special Assessment under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from, an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and .17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner consents to proceed immediately with all actions necessary to acquire, install and construct the Authorized Improvements and impose the Special Assessments.

8. **Agricultural Districts.** The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

9. **No Reliance on Estimates.** The Petitioner acknowledges that the Special Assessments set forth in this Petition and its Exhibits are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation, may be more or less than the respective estimated assessments for the Authorized Improvements. In the event that the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in those Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City, regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

10. **Obligation to Pay Special Assessments.** The Petitioner further acknowledges that the final assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Fiscal Officer of Medina County, as provided by law, to be placed on the tax list and duplicate as unpaid assessments and collected as other taxes are collected. The Petitioner requests that the unpaid final assessments for the Authorized Improvements be payable in six (6) semi-annual installments, together with interest at the rate of 5.00% per annum; provided, that all or any portion of any unpaid final assessments may be waived or reduced by the City in accordance with the Energy Project Agreement or any agreements of the City, the District, or the Petitioner in connection with any financing for any Authorized Improvements.

11. **Waivers.** The Petitioner further waives any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed, or constructed, the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements shall occur, and the jurisdiction of the City is granted. The Petitioner further waives any and all irregularities, errors, and defects, procedural or otherwise, if any, in the levying of the assessments or the undertaking of the Authorized Improvements. The Petitioner specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City of Medina. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other related matters.

12. Irrevocability. The Petitioner acknowledges and understands that the City will be relying upon this Petition in taking actions and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, its successors and assigns, the Property, and any grantees, mortgagees, lessees, or transferees of the Property.

13. Knowledge of Waivers. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

14. Miscellaneous. The Petitioner acknowledges that the District is being created using a single petition option under the Act and that no further authorization by the Petitioner may be required prior to the implementation of the Plan and the levying of assessments.

The Council of the City of Medina is hereby respectfully requested to approve, by resolution, this Petition, and to levy special assessments against the property subject to this Petition.

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IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by Scott Miller, its County Administrator.

PETITIONERS:
THE MEDINA COUNTY
Authorized Signatory

Scott Miller
Medina County Administrator

Address for notices to Petitioner: 144 N. Broadway Street, Medina, Ohio 44256

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the 11th day of July 2019, personally appeared before me, a notary public in and for the State of Ohio, Scott Miller, Administrator, who acknowledged that he did execute the foregoing Petition on behalf of The Medina County and that the same was the free act and deed of such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

RHONDA J. BECK
Notary Public, State of Ohio
My Commission Expires
April 30, 2022

EXHIBIT A

LEGAL DESCIPTION OF PROPERTY

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141
Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

DISTRICT BOUNDARIES

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141
Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT C

PLAN FOR THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

The City of Medina Energy Special Improvement District (the "District") will administer property assessed clean energy ("PACE") financing within the District. The Medina County ("Owner"), the owner of the real property to be included within the District, authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Ohio Revised Code Chapter 1710. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the "Act." Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The District's governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the "Governing Documents"). This Plan refers to the Governing Documents, this Plan, the Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects ("Petition") submitted to the City of Medina (the "City") by Owner, and the assessment schedule collectively as the "District Documents."

By agreeing to and executing the District Documents, Owner consents to the terms and conditions of all District Documents.

I. Purpose of the Plan

This Plan's purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing special energy improvement projects within the District. The District is authorized to provide special energy improvement projects pursuant to the Act that will benefit the District. The District further is authorized to take any other actions pursuant to the Act that may be taken by energy special improvement districts organized for the purpose of developing and implementing plans for special energy improvement projects.

The Plan will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Plan, Owner has requested and consented to certain special assessments by the District with respect to certain real property owned by the Owner and located at 246 Northland Drive, Medina, OH 44256 (the "Property"). A full legal description of the Property is attached to and incorporated into this Plan as **Attachment A**, and a schedule for special assessments to be assessed against the Property to pay the costs of the Authorized

Improvements, as that term is defined in this Plan, is attached to and incorporated into this Plan as **Attachment B**.

The energy special improvement projects applicable to the Property will include (1) costs already incurred by the Owner for the planning, designing, and implementing of the public improvements, including, without limitation, architectural, engineering, legal, appraisal, insurance, consulting, energy, auditing, and planning fees and expenses, as authorized by Ohio Revised Code Section 1710.07(B) and the costs of preparing plans, specifications, profiles, and estimates, as authorized by Ohio Revised Code Section 727.08(C); (2)implementation of energy efficiency measures including Boiler replacements.

The special assessments levied against the Property to pay the costs of the Authorized Improvements will be used to repay and provide security for obligations issued to finance the costs of the Authorized Improvements.

The Owner hereby acknowledges that the Authorized Improvements have an estimated useful life of at least five (5) years.

II. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility ("EDU") with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed pursuant to this Plan. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

III. Statutory Requirements

As provided in the District Documents:

(A) The District Documents may be amended or supplemented in accordance with their terms.

(B) The public improvements to be provided by the District are the Authorized Improvements identified in this Plan. The area where the Authorized Improvements will be undertaken is the Property. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.

(C) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

IV. Owner Project Qualified Installers; Maximum Funding

Board Waiver of Competitive Bidding. Due to the circumstances under which the Project shall be financed and constructed, the Board shall adopt written rules that do not require competitive bidding with respect to the Owner Project in accordance with Section 1710.11 of the Ohio Revised Code.

Owner Project. Obligations issued to finance this Plan and the Project may be used only to finance the costs of Authorized Improvements, including the District's administrative costs. Owner is responsible for the Project installed on the Property. Owner will need to address performance and other system-related issues directly with the installer according to the terms of Owner's contract with the installer. **The District is a financing program only. Neither the District nor the City is responsible for the Project or its performance, and neither the District nor the City will participate in the resolution of any dispute between Owner and the installer of the Project.**

V. Compliance with Existing Mortgages

The filing of the Petition and the adoption by the participating political subdivision of an ordinance to proceed under Ohio Revised Code Section 727.25 will establish a lien on the Owner's property as security for Owner's obligation to pay special assessments in accordance with the Petition and the District Documents. The lien securing the obligation to pay special assessments will be senior to all private liens, including Owner's purchase or construction mortgage, if any. Many loan documents limit the ability of a property owner to place senior liens upon property without the consent of the lender or authorize the lender to obligate a borrower to prepay the senior obligation. **Owner must confirm with its lender(s), and provide written consent from its lenders, that the financing of the Project in accordance with this Plan will not adversely impact Owner's rights with respect to any existing loan documents or obligate the Owner to prepay special assessments assessed under the District Documents.**

VI. Transfer or Resale of the Subject Property

If Owner sells the Property prior to the end of the special assessment period for the Project, the new owner will assume the obligation to pay special assessments. Ownership of the Project will transfer to the new owner at the close of the real estate sale.

VII. Changes in State and Federal Law

The ability to issue or use obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

VIII. Releases and Indemnification

The District has been created with the approval of the City of Medina, as a participating political subdivision, for the purposes of implementing this Plan. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. The Owner will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. This Plan does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, the Owner agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Plan.

IX. Changes in the Plan Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the terms and conditions of the District Documents at any time without notice. No such change will affect the Owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

X. Disclosure of Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law, (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Plan and to enable communication regarding the State of Ohio's energy programs, the Owner's name and contact information may be disclosed to its current electric utilities. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW AUTHORIZES AND CONSENTS TO THIS PLAN AND ALL DISTRICT DOCUMENTS AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS PLAN.

Date: July 11, 2019

Owner:
MEDINA COUNTY

Authorized Signatory

Scott Miller
Medina County Administrator

Address for notices to Owner: 144 N. Broadway Street, Medina, OH 42256

PLAN—ATTACHMENT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

The real property subject to this Petition is located at the commonly used mailing address: 246 Northland Drive, Medina, OH 44256. The Medina County Auditor Parcel ID for the real property subject to this Petition is: 028-19A-13-141. The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio. The following is the legal description for the real property subject to this Petition:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

PLAN—ATTACHMENT B

SCHEDULE OF SPECIAL ASSESSMENTS
Project Plan for Medina County

The real property owned by the Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: $25,000.00
Total cost including financing and other charges: $25,500.00
Total direct payments collected: $10,806.32
Total assessment payments to be collected: $16,209.48
Estimated annual special assessment for 3 years: $5,403.16
Estimated semi-annual special assessments for 3 years*: $2,701.58
Number of semi-annual installments: 6
First annual installment due: January 31, 2020

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	$5,403.16	$2,701.58	$2,701.58
2021	$5,403.16	$2,701.58	$2,701.58
2022	$5,403.16	$2,701.58	$2,701.58
Total Assessment	**$16,209.48**		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Fiscal Officer under certain conditions.

The County Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Medina County, Ohio to each Semiannual Assessment payment.

EXHIBIT D

SCHEDULE OF SPECIAL ASSESSMENTS
Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

2. LED Lighting Replacement

Total Project Cost: $25,000.00
Total cost including financing and other charges: $25,500.00
Total direct payments collected: $10,806.32
Total assessment payments to be collected: $16,209.48
Estimated annual special assessment for 3 years: $5,403.16
Estimated semi-annual special assessments for 3 years*: $2,701.58
Number of semi-annual installments: 6
First annual installment due: January 31, 2020

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	$5,403.16	$2,701.58	$2,701.58
2021	$5,403.16	$2,701.58	$2,701.58
2022	$5,403.16	$2,701.58	$2,701.58
Total Assessment	**$16,209.48**		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Fiscal Officer under certain conditions.

The County Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Medina County, Ohio to each Semiannual Assessment payment.

EXHIBIT E

ARTICLES OF INCORPORATION
OF THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

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OFFICE OF THE
Ohio Secretary of State

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | Busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Filing Form Cover Letter

Please return the approval certificate to:

Name *(Individual or Business Name)*:

Medina County Economic Development Corporation

To the Attention of *(if necessary)*:

Bethany Dentler

Address: 144 N. Broadway Street, Suite 202

City: Medina

State: Ohio ZIP Code: 44256

Phone Number: 330-722-9215 E-mail Address: bdentler@medinacounty.org

☐ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.

☐ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK **ONE** BOX BELOW)

◉ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.

○ **Expedite Service 1:** By including an Expedite fee of $100.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.

○ **Expedite Service 2:** By including an Expedite fee of $200.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**

○ **Expedite Service 3:** By including an Expedite fee of $300.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**

○ **Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of $50.00. The Preclearance will be complete within 1-2 business days.

Form 532B Prescribed by:

OFFICE OF THE
Ohio Secretary of State

Toll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two business day processing time. Requires an additional $100.00)
P.O. Box 1390
Columbus, OH 43216

For screen readers, follow instructions located at this path.

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: $99
(114-ARN)
Form Must Be Typed

Please check the box if this nonprofit corporation is being formed for the following purpose:

☐ Community Improvement Corporation (Economic Development or Land Reutilization) - Please see Ohio Revised Code Chapter 1724 or the instructions at the end of this form for more information.

First: Name of Corporation City of Medina Energy Special Improvement District, Inc.

Second: Location of Principal Office in Ohio

Medina
City

Ohio
State

Medina
County

Optional: Effective Date (MM/DD/YYYY) _____ (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

See Exhibit A attached to and incorporated herin these Articles by reference.

** Note: for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

** Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. **

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

City of Medina Energy Special Improvement District, Inc.
(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

Bethany Dentler
(Name of Statutory Agent)

144 N. Broadway Street, Suite 202
(Mailing Address)

Medina	OH	44256
(Mailing City)	(Mailing State)	(Mailing ZIP Code)

Must be signed by the incorporators or a majority of the incorporators.

Scott Miller: Scott Miller
(Signature)

Kimberly Marshall: Kimberly Marshall
(Signature)

Bethany Dentler: Bethany Dentler
(Signature)

Acceptance of Appointment

The Undersigned, Bethany Dentler, named herein as the
(Name of Statutory Agent)

Statutory agent for City of Medina Energy Special Improvement District, Inc.
(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature Bethany Dentler
(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

City of Medina Energy Special Improvement District, Inc.
Signature

Kimberly Marshall
By (if applicable)

Kimberly Marshall
Print Name

City of Medina Energy Special Improvement District, Inc.
Signature

Bethany Dentler
By (if applicable)

Bethany Dentler
Print Name

City of Medina Energy Special Improvement District, Inc.
Signature

Scott Miller
By (if applicable)

Scott Miller
Print Name

Instructions for Initial Articles of Incorporation
(For Domestic Nonprofit Corporation)

This form should be used if you wish to file articles of incorporation for a domestic nonprofit corporation.

Name of Corporation

As set forth in Ohio Revised Code §1702.05, the name must be distinguishable on the records in the office of the secretary of state.

Ohio Principal Office Location

Please state the city and county in Ohio where the principal office of the corporation is to be located.

Effective Date (optional)

An effective date may be provided but is not required. Pursuant to Ohio Revised Code §1702.04(D), the legal existence of the corporation begins upon the filing of the articles or on a later date specified in the articles. The effective date cannot (1) precede the date of filing with our office or (2) be more than ninety (90) days after the date of filing. If an effective date is given that precedes the date of filing, the effective date of the corporation will be the date of filing. If an effective date is given that exceeds the date of filing by more than ninety (90) days, our office will return the filing to you and request that a proper effective date be provided.

Purpose

Pursuant to Ohio Revised Code §1702.03, a nonprofit corporation must provide a purpose in the articles. A nonprofit corporation may be formed for any purpose or purposes for which natural persons lawfully may associate themselves.

Note: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

Additional Provisions

If the information you wish to provide for the record does not fit on the form, please attach additional provisions on a single-sided, 8 ½ x 11 sheet(s) of paper.

Original Appointment of Statutory Agent and Acceptance of Appointment

Pursuant to Ohio Revised Code §1702.06, an Ohio Corporation must appoint and maintain a statutory agent to accept service of process on behalf of the corporation. We cannot accept articles of incorporation unless the statutory agent information is provided. The statutory agent must be one of the following: (1) A natural person who is a resident of this state; or (2) A domestic or foreign corporation, nonprofit corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited partnership association, professional association, business trust, or unincorporated nonprofit association that has a business address in this state. If the agent is a business entity then the agent must meet the requirements of Title XVII of the Revised Code to transact business or exercise privileges in Ohio. The statutory agent must also sign the Acceptance of Appointment at the bottom of page 2.

Signature(s) - Required

After completing all information on the filing form, please make sure that page 3 is signed by the incorporator(s).

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" field and print (type) his/her name in the "Print Name" field.

If the incorporator is a business entity, not an individual, then please print (type) the entity name in the "signature" field, an authorized representative of the business entity must sign in the "By" field and print (type) his/her name and title/authority in the "Print Name" field.

A typed name signifies an "intent to sign" which is acceptable.

Note

Ohio Revised Code Chapter 1724 requires our office to submit Articles of Incorporation of any community improvement corporation or any amendment, amended articles, merger or consolidation which provides for the creation of such corporation to be submitted to the Ohio Attorney General for examination. This process will require an extra 5-7 days to process the document. In addition, ORC 1724.05 requires a community improvement corporation to submit an annual financial report to the auditor of state within one hundred twenty days following the last day of the corporation's fiscal year.

Note

Our office cannot file or record a document which contains a Social Security number or tax identification number. Please do not enter a Social Security number or tax identification number, in any format, on this form.

EXHIBIT A
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

THIRD: The purpose for which the Corporation is formed shall be:

PURPOSE

(A) To govern the City of Medina Energy Special Improvement District, Inc., a special improvement district (the "District") created pursuant to Ohio Revised Code ("ORC") Chapter 1710. The District's purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District special energy improvement projects. The District will be authorized to provide special energy improvement projects pursuant to ORC Chapter 1710 that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to ORC Chapter 1710 that may be taken by a special improvement district organized for the purpose of developing and implementing plans for special energy improvement projects. The City of Medina ("City") is a "participating political subdivision," as that term is defined in ORC Section 1710.01(E), that will be authorized to levy a special assessment on each property within the territorial boundaries of the City within the District to pay for such improvements, based on the benefits those special energy improvement projects confer.

(B) To engage in any lawful act, activity, or business not contrary to, and for which a nonprofit corporation may be formed under, the laws of the State of Ohio.

(C) To have and exercise all powers, rights, and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing, or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.

(D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing special energy improvement projects that reduce the territory's carbon footprint, promote the District as a location for green technology job creation, benefit property within the District, and improve the environment.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or other private persons,

RESTRICTIONS

except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III of these Articles of Incorporation and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

FIFTH:

MEMBERS

The members of the Corporation ("Members") shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors ("Board") as described in the Code of Regulations.

SIXTH:

BOARD OF DIRECTORS

The Corporation shall be controlled and managed under the direction of the Board. The Board shall consist of at least five (5) individuals (individually a "Director").

(A) One Director shall be the City's municipal executive—its Mayor—or an employee of the City who is involved with the City's planning or economic development functions and who shall be appointed by and serve at the pleasure of the Mayor.

(B) One Director shall be a person appointed by and serving at the pleasure of the City's Council (the "Council"), the City's legislative authority.

(C) The remaining Directors shall be Members or executive representatives of Members elected by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under ORC Chapter 1710.

SEVENTH:

TERRITORY

The territory within the District shall be described generally as that portion of the City consisting of property owned by each property owner within the City that has petitioned the City for the development of a special energy improvement project, as that term is defined in ORC Section 1710.01(I). As provided in ORC Section 1710.02(A), the territory in the District may be noncontiguous if at least one special energy improvement project is designated for each parcel of real property included in the District. As further provided in Section 1710.02(A), additional territory may be added to the District for the purpose of developing and implementing plans for special energy improvement projects if at least one special energy improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under Chapter 1710. The addition of such territory shall be authorized in the plan for the District.

The following is a listing of properties that are initially included in the District, which are identified by owner and parcel number:

Owner County of Medina

Parcel No. 028-19A-12-141.

EIGHTH:

CERTAIN TRANSACTIONS

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action, or other transaction shall be void or voidable for the reason that any Director or officer or other agent of the Corporation is a party to the contract, action, or transaction, or otherwise has any direct or indirect interest in the contract, action or transaction or in any other party to the contract, action, or transaction, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in the authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action, or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action, or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or Members are less than a quorum; or

The material facts as to such interest and as to the contract, action, or transaction are disclosed or are otherwise known to the member at the time the contract, action, or transaction is authorized and the member authorizes the contract, action, or transaction; or the contract, action, or transaction (i) is not less favorable to the Corporation than an arm's length contract, action, or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee of the Board which authorizes the contract, action, or transaction.

NINTH:

DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

TENTH:

AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of ORC Chapters 1702 and 1710.

MEETING MINUTES

City of Medina Energy Special Improvement District
Initial Meeting of Members
July 11, 2019
12:30 pm
MCEDC – 144 N. Broadway, Suite 202, Medina OH

I. **Call to Order**
   a. The Initial Meeting of Members of the City of Medina Energy Special Improvement District, Inc. ("District") was called to order on July 11, 2019 at 12:35 pm at 144 N. Broadway, Suite 202, Medina OH 44256.

II. **Recognition of Appointed Members of the Energy Special Improvement District**
   a. The following members were notified of the Initial Meeting of Members with attendance respectively noted:
      i. ATTENDED:
         1. County of Medina: Scott Miller, Bethany Dentler, Amy Lyon-Galvin

   Others present were: Kimberly Marshall, City of Medina Mayoral representative and Kathy Breitenbucher, MCEDC. Participating via conference call were Teresa Snyder and Jodi Rabquer, Toledo-Lucas County Port Authority

   Absent were: Robert Starcher, City of Medina Council Appointee

III. **Receive Appointed Members of the Board of Directors**
   a. The appointment of Members of the proposed Board of Directors was reviewed as follows:
      i. County of Medina:
         1. Scott Miller, Member, Medina County appointee
         2. Bethany Dentler, Member, Medina County appointee
         3. Amy Lyon-Galvin, Member, Medina County appointee
      ii. City of Medina
         1. Kimberly Marshall--Mayoral Representative
         2. Robert Starcher - City Council Appointee

   MOTION: A motion was made by Scott Miller and seconded by Bethany Dentler to approve the Members of the Board of Directors as presented. The motion was unanimously approved.

IV. **Approving Action of the Incorporators and Ratification of Articles of Incorporation and Initial Plan for the District**

   MOTION: A motion was made by Scott Miller and seconded by Kimberly Marshall to approve the action of the incorporators and ratification of Articles of Incorporation and initial plan for the district as amended. The motion was unanimously approved.

V. **Approving the Code of Regulations for the City of Medina Energy Special Improvement District, Inc.**

MOTION: A motion was made by Amy Lyon-Galvin and seconded by Kimberly Marshall to approve the Code of Regulations for the City of Medina Energy Special Improvement District, Inc., which named 144 North Broadway Street, Suite 202, Medina, Ohio 44256 as the address of the ESID. The motion was unanimously approved.

VI. **Election of Officers**

a. Chair – Kimberly Marshall
b. Vice Chair – Bethany Dentler
c. Secretary – Amy Lyon-Galvin
d. Treasurer – Scott Miller

MOTION: A motion was made by Scott Miller and seconded by Bethany Dentler to approve the slate of officers of the Board of Directors as presented through November 2020. The motion was unanimously approved.

Amy Lyon-Galvin appointed Kathy Breitenbucher to take the minutes on her behalf.

VII. **Authorizing written rules prescribing competitive bidding procedures**

MOTION: A motion was made by Scott Miller and seconded by Amy Lyon-Galvin to authorize the written rules prescribing competitive bidding procedures. The motion was unanimously approved.

VIII. **Approving the energy project agreement and loan agreement between Northwest Ohio Advanced Energy Improvement District, City of Medina Energy Special Improvement District, Inc., and the County of Medina.**

MOTION: A motion was made by Scott Miller and seconded by Bethany Dentler to approve the energy project agreement and loan agreement between Northwest Ohio Advanced Energy Improvement District, City of Medina Energy Special Improvement District, Inc., and County of Medina, as presented. The motion was unanimously approved.

IX. **Meeting Schedule**

The November meeting of the Membership was scheduled for November 19, 2019 at 12:30 PM.

X. **Empowering and Authorizing the Chair and/or the Vice Chair of the City of Medina Energy Special Improvement District, Inc., to execute all necessary documents.**

MOTION: A motion was made by Scott Miller and seconded by Kimberly Marshall to approve the empowering and authorizing the Chair, Kimberly Marshall and/or the Vice Chair, Bethany Dentler, of the City of Medina Energy Special Improvement District, Inc., to execute all necessary documents as presented. The motion was unanimously approved.

XI. Approving the energy project recommendation by Northwest Ohio Advanced Energy Improvement District for the approval of energy project for the City of Medina.

MOTION: A motion was made by Bethany Dentler and seconded by Kimberly Marshall to approve the energy project for the City of Medina. The motion was unanimously approved.

XII. Other Business

a. No other business was presented.

XIII. Adjournment

a. Kimberly Marshall motioned to adjourn the Initial Members meeting at 1:41 PM. Amy Lyon-Galvin seconded the motion which was approved unanimously by all members.

Respectfully Submitted and Approved By:

Kathy Breitenbucher acting on behalf of Amy Lyon-Galvin, Secretary

Resolution 01-2019 - Accepting the Appointment of Directors of the Board of Directors of the Medina County Energy Special Improvement District, Inc.

BE IT RESOLVED that the Directors of the Board of Directors for the Medina County Energy Special Improvement District, Inc. shall be:

- Kimberly Marshall, designee for the Mayor;
- Robert (Bob) Starcher, appointed by Village Council;
- Scott Miller, appointed by the Member;
- Bethany Dentler, appointed by the Member;
- Amy Lyon-Galvin, appointed by the Member;

whom shall serve a two (2) year term or until the annual meeting of the Board of Directors to be held at a time to be determined.

The foregoing Resolution 01-2019 was moved by Scott Miller; seconded by Bethany Dentler.

After discussion among the board a vote was called: 4 Yea 0 No 0 Abstention
Resolution 01-2019 was approved on the 11th day of July 2019.

Resolution 02-2019 - Approving the Action of the Incorporators Regarding the Initial Filing of the Articles of Incorporation and Ratification of the Articles of Incorporation and Adoption of the Initial Plan for the District.

BE IT RESOLVED that the actions of the Incorporators to date are hereby approved as actions of the corporation and are and were necessary and beneficial to the formation of the corporation; and that the Articles of Incorporation and Initial Plan are hereby adopted.

The foregoing Resolution 02-2019 was moved by Scott Miller; seconded by Kimberly Marshall.

After discussion among the board a vote was called: 4 Yea 0 No 0 Abstention
Resolution 02-2019 was approved on the 11th day of July, 2019.

Resolution 03-2019 - Approving the Code of Regulations for the Medina County Energy Special Improvement District, Inc.

BE IT RESOLVED that the proposed Code of Regulations for the Medina County Energy Special Improvement District, Inc. is hereby approved as presented.

The foregoing Resolution 03-2019 was moved by Amy Lyon-Galvin; seconded by Kimberly Marshall.
After discussion among the board a vote was called: 4 Yea 0 No 0 Abstention
Resolution 03-2019 was approved on the 1th day of July 2019.

Resolution 04-2019 - Approving the Loan Agreement between Medina County ESID, NWOAEID and 107 LLC.

BE IT RESOLVED that the proposed Loan Agreement between Medina County ESID, NWOAEID and Bluffton Family Recreation, is hereby approved as presented.

The foregoing Resolution 04-2019 was moved by Scott Miller; seconded by Bethany Dentler.
After discussion among the board a vote was called: 4 Yea 0 No 0 Abstention
Resolution 04-2019 was approved on the 11th day of July 2019.

Resolution 05-2019 – Empowering and Authorizing the Chair or the Vice Chair of the Corporation to execute all necessary documents.

BE IT RESOLVED that the empowering and authorizing of President or the Vice President of the Corporation to execute all necessary documents, is hereby approved as presented.

The foregoing Resolution 05-2019 was moved by Scott Miller; seconded by Kimberly Marshall.
After discussion among the board a vote was called: 4 Yea 0 No 0 Abstention.
Resolution 05-2019 was approved on the 11th day of July 2019.

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

RESOLUTION NO. 06-2019

RESOLUTION AUTHORIZING WRITTEN RULES PRESCRIBING COMPETITIVE BIDDING PROCEDURES

A. The Corporation, an Ohio nonprofit corporation formed to govern the District, has been formed and the Board of Directors of the Corporation (the "Board") has been established pursuant to the authority contained in Ohio Revised Code Chapter 1710; and

B. Section 1710.11 of the Ohio Revised Code authorizes the Board to adopt written rules prescribing competitive bidding procedures for contracts awarded by the District under Chapter 1710, which may differ from the competitive bidding procedures applicable to the participating political subdivisions of the District or those provided in Chapter 735 of the Revised Code.

THE BOARD OF DIRECTORS OF THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT THEREFORE RESOLVES THAT:

Section 1. The Board hereby adopts, pursuant to Section 1710.11 of the Ohio Revised Code, the written rules attached to this Resolution as **Exhibit A** prescribing the competitive bidding procedures for contracts awarded by the District.

Section 2. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

[Balance of Page Intentionally Left Blank]

Scott Miller motioned to accept Resolution 06-2019 and Amy Lyon-Galvin seconded the motion. After discussion, a roll call vote was taken and the results were:

Voting Aye: Scott Miller, Amy Lyon-Galvin, Kimberly Marshall, and Bethany Dentler

Voting Nay: None

Passed: July 11, 2019

BOARD OF DIRECTORS,
CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

Attest: _____
Amy Lyon-Galvin, Secretary

_____
Kimberly Marshall, Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Directors of the City of Medina Energy Special Improvement District hereby certifies that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said District on July 11, 2019.

_____
Secretary, City of Medina
Energy Special Improvement District

13707337v1

EXHIBIT A

RULES FOR COMPETITIVE BIDDING PROCEDURES

[See attached.]

RULES FOR COMPETITIVE BIDDING PROCEDURES

OF

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

Section 1.01 - Authority.

Section 1710.11 of the Ohio Revised Code authorizes the Board of Directors to adopt written rules prescribing competitive bidding procedures for contracts awarded by the City of Medina Energy Special Improvement District (the "District"). Pursuant to Section 1710.11, the procedures may differ from the competitive bidding procedures applicable to the participating political subdivisions of the district or those provided in Chapter 735 of the Revised Code. In accordance with this authority, the District has prescribed the following competitive bidding procedures.

Section 1.02 - Competitive Bidding Procedures.

When the cost of a contract for the construction of any building, structure, or other improvement thereof undertaken by the Board of Directors involves an expenditure estimated to be more than $100,000, the Board of Directors shall make a written contract after notice calling for bids for the award of the contract has been given by publication twice, with at least seven days between publications, in a newspaper of general circulation within the District except (1) as provided in Section 1.05 of this Policy and (2) when the Board of Directors elects to construct a building, structure, or other improvement thereof pursuant to a contract made with a construction manager at risk under Section 1.03 or with a design-build firm under Section 1.04.

Each contract awarded under this Section shall be let to the lowest and best bidder as determined at the sole discretion of the Board of Directors and each contract shall be accompanied by or shall refer to plans and specifications for the work to be done, prepared for and approved by the Chairperson and Vice-Chairperson. Each contract shall be executed by an authorized officer of the District and by the contractor. Unless waived in writing by the Board of Directors prior to the receipt of any bids, each bid shall be accompanied by the bid security and contract bond described in sections 153.54, 153.57, and 153.571 of the Ohio Revised Code.

Nothing herein shall be construed to provide a bidder with a property interest in any contract. The Board of Directors may, at any time, reject any and all bids.

Section 1.03 - Construction Manager at Risk Selection Procedure.

When the Board of Directors elects to construct a building, structure, or other improvement thereof pursuant to a contract made with a construction manager at risk, the construction manager at risk shall be selected through the qualifications-based process defined in

this Section. The District shall publish a notice calling for responses to a request for qualifications for the award of a construction manager at risk contract twice, with at least seven days between publications, in a newspaper of general circulation within the District. The District's request for qualifications shall describe the qualifications that will be evaluated which shall include, but will not be limited to, competence to perform the required management services as indicated by the technical training, education, and experience of the construction manager at risk's personnel, especially the technical training, education, and experience of the construction manager at risk's employees who would be assigned to perform the services.

The District shall evaluate the statements of qualifications submitted by respondents and rank the respondents. The Chairman, Vice-Chairperson, Secretary, or Treasurer may negotiate the contract price with the two respondents ranked most qualified as necessary to agree to financial terms with a construction manager at risk.

Nothing herein shall be construed to provide a respondent with a property interest in any contract. The District may, at any time, reject any and all statements of qualifications.

Section 1.04 - Design-Build Firm Selection Procedure.

When the Board of Directors elects to construct a building, structure, or other improvement thereof pursuant to a contract made with a design-build firm, the design-build firm shall be selected through the qualifications-based process defined in this Section. The District shall publish a notice calling for responses to a request for qualifications for the award of a design-build contract twice, with at least seven days between publications, in a newspaper of general circulation within the District. The District's request for qualifications shall describe the qualifications that shall be evaluated, which shall include, but will not be limited to, competence to perform the required design-build services as indicated by the technical training, education, and experience of the design-build firm's personnel and key consultants, especially the technical training, education, and experience of the employees and consultants of the design-build firm who would be assigned to perform the services, including the proposed architect or engineer of record.

The District shall evaluate the statements of qualifications submitted by respondents and rank the respondents. The Chairman, Vice-Chairperson, Secretary, or Treasurer may negotiate the contract price with the two respondents ranked most qualified as necessary to agree to financial terms with a design-build firm.

Nothing herein shall be construed to provide a respondent with a property interest in any contract. The District may, at any time, reject any and all statements of qualifications.

Section 1.05 - Exceptions to the Competitive Bidding Process.

In the event that the Board of Directors by a majority vote determines either (1) that it is in the best interest of the District to waive the competitive bidding procedures or (2) that an urgent necessity exists, then the competitive bidding procedure described herein shall not apply and the project may be procured in the manner deemed appropriate by the Chairperson, Vice-

Chairperson, Secretary, and Treasurer of the District. All such contracts, however, must be approved by the Board ofDirectors.

Nothing herein shall be construed to provide a bidder with a property interest in any contract. The District may, at any time, reject any and all bids.

Section 1.06 -Notice to Bidders.

Any advertisement providing notice to bidders or respondents under these Rules shall include the following information:

1. a general description of the proposed contract and the time and place where the plans and specifications and other specific items may be examined;
2. the time and place where bids or statements of qualifications will be opened; and
3. the time and place for submitting bids or statements of qualifications.

Adopted: July 11, 2019

ORD ____ - 19

Determining to proceed with certain City of Medina Special Energy Improvement Projects by way of special assessments in accordance with Chapters 1710 and 727 of the Ohio Revised Code; and declaring an emergency.

SUMMARY & BACKGROUND:

The City of Medina created an Energy Special Improvement District ("District") under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Medina Energy Special Improvement District, Inc. ("Corporation"), to govern the District. Property owners within the District are permitted to make certain "energy efficiency improvements" to their properties, which constitute a "special energy improvement project", and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments.

The City of Toledo, City of Oregon, City of Maumee, City of Northwood, City of Perrysburg, City of Sylvania, Village of Whitehouse, Township of Monclova, Township of Springfield, Ohio, Township of Sylvania, Township of Swanton and the Toledo-Lucas County Port Authority ("Port Authority") have partnered to create an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District ("NWOAEID"), to govern the district. The NWOAEID and Port Authority have provided technical and financial assistance to the District for this project.

The Medina County, (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached hereto (the "Property"). The Petitioner has executed an Energy Project Agreement (the "Agreement") with the Corporation and the NWOAEID. A copy of the Agreement is attached to the Petition as **Exhibit C**.

Pursuant to the Agreement, the Port Authority, NWOAEID, and the Petitioner have caused an energy audit to the property to be completed.

The energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which the Petitioner has determined to proceed with implementation, and to pay by way of special assessments.

The Petitioner has submitted to this Council a petition ("Petition") seeking (i) the creation of the District, (ii) the addition certain of its property to the District and (iii) approval of the District's initial comprehensive plan for special energy improvement projects, including the City of Medina Special Energy Improvement Project (the "Project") and requesting that this Project be undertaken by the District and that the costs thereof be specially assessed against the properties of the Petitioner specially benefited thereby.

A complete list and description of the Project is on file with the Clerk of Medina City Council and is attached as Exhibit B to this Ordinance. Exhibit B provides the following information for the Project:

1. Identification of the parcel numbers and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law).

The Petitioner expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing ordinance.

The total dollar cost of the Project, subject to capitalized interest on the Port Authority's revolving loan fund, is estimated to be Twenty-Five Thousand Five Hundred Dollars and Zero Cents ($25,500.00). Each semi-annual payment represents the payment of a portion of the principal of and interest on the Port Authority's revolving loan fund and the scheduled amounts payable as the Port Authority administrative fees due with respect to each semi-annual payment. The Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each semi-annual assessment payment. If imposed, this special assessment collection fee will be added by the Fiscal Officer of Medina County, Ohio to each semi-annual assessment payment.

The Port Authority, NWOAEID, and the Corporation are funding the cost of the Project through the revolving loan fund. Ultimately, the revolving loan funds will be repaid over time from the amounts the Petitioner pays as special assessments. The Petitioner in turn, is expected to be able to pay the special assessments from the energy savings estimated to be achieved as a result of the Project.

The annual special assessments for the Project are to be paid in semi-annual payments over three (3) years. The plans and specifications for the Project are on file with the Clerk of Council. The Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Medina City Charter and the Medina Municipal Code. The Petitioner consents to the immediate imposition of the special assessments upon the various properties specially benefited by Special Energy Improvement Projects.

This special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. When the Project is complete and the final costs known, an assessing ordinance directing that the necessary special assessments be made against the benefited properties will be presented to the Council.

NOW, THEREFORE, Be it ordained by the Council of the City of Medina:

SECTION 1. That this Council hereby determines to proceed with the Project as described in the Petitioner's Petition and in the Resolution of Necessity, including the Exhibit B thereto, and in accordance with the plans, specifications, profiles and estimates of costs previously approved and now on file with the Clerk of Council.

SECTION 2. That the Corporation and Petitioner shall cause the Project to be constructed under such contracts as they determine to be appropriate under law and in accordance with the plans and specifications approved by this Council.

SECTION 3. That the total cost of the Project to be assessed in accordance with the Resolution of Necessity shall be assessed on the properties in the manner and pursuant to the payment schedule set forth in the Resolution of Necessity, and the estimated special assessments prepared and filed in the Office of the Clerk of Council are adopted.

SECTION 4. That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within fifteen (15) days after its passage, but in no event later than the second Monday in September, 2019 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Medina County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2019)

SECTION 5. That this Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council or any of its Committees that resulted in such formal action were held in meetings open to the public, in compliance with all legal requirements including those of Section 121.22 of the Ohio Revised Code.

SECTION 6. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property; and for the further reason that immediate action is necessary in order to conserve energy, protect the environment of the City and undertake the construction of necessary public improvements, as well as, enable and provide for the timely levying, certification and collection of special assessments for the Project.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141
Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: $25,000.00
Total cost including financing and other charges: $25,500.00
Total direct payments collected: $10,806.32
Total assessment payments to be collected: $16,209.48
Estimated annual special assessment for 3 years: $5,403.16
Estimated semi-annual special assessments for 3 years*: $2,701.58
Number of semi-annual installments: 6
First annual installment due: January 31, 2020

Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	$5,403.16	$2,701.58	$2,701.58
2021	$5,403.16	$2,701.58	$2,701.58
2022	$5,403.16	$2,701.58	$2,701.58
Total Assessment	**$16,209.48**		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Fiscal Officer under certain conditions.

The County Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Medina County, Ohio to each Semiannual Assessment payment.

EXHIBIT C

Energy Project Agreement

[Attached]

ORIGINAL

ENERGY PROJECT AGREEMENT

between

NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT;

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.;

and

MEDINA COUNTY

Dated
as of
July 11, 2019

This Energy Project Agreement (the "Agreement") is made and entered into as of July 11, 2019. between the Northwest Ohio Advanced Energy Improvement District, a non-profit corporation and special improvement district under the laws of the State of Ohio ("NWOAEID"), the City of Medina Energy Special Improvement District, Inc., a non-profit corporation and special improvement district under the laws of the State of Ohio ("Medina ESID"), and Medina County, a municipal corporation under the laws of the State of Ohio with offices at 6144 N. Broadway Street, Medina, OH 44256 (the "The Borrower"):

WHEREAS, the Borrower, has made application to the NWOAEID for funding a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Borrower petitioned the City of Medina for the establishment of the City of Medina Energy Special Improvement District (the "Petition"); and

WHEREAS, on August ___, 2019 the City Council of Medina passed Resolution No. _____, which approved the Petition, the initial plan for the district, and authorized the formation of the City of Medina Energy Special Improvement District; and

WHEREAS, the Energy Project has an overall estimated cost of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in **Exhibit B**, which the NWOAEID has agreed to fund; and

WHEREAS, the Borrower requests that the Energy Project be funded through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the Medina ESID and NWOAEID agree to undertake the funding of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the NWOAEID, Medina ESID, City of Medina (the "City") and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the Medina ESID and NWOAEID to provide the funds for the Energy Project, the Borrower agrees to execute and comply with the terms of the Loan Agreement, attached as Exhibit C, and to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 11 day of July 2019, the Borrower, the Medina ESID, and the NWOAEID do hereby enter into this Energy Project Agreement ("Agreement") as follows:

1. **Consent to Special Assessments.** The Borrower consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 246 Northland Drive, Medina, OH 44256, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Medina County, Ohio (the "Fiscal Officer"): Parcel Number/PPN: **028-19A-13-141.** A legal description of the Property is attached to this Agreement as **Exhibit A** and incorporated into this Agreement by this reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments in the event of non-payment and default will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits ("Energy Project Amount") and is estimated to be Twenty-Five Thousand Dollars ($25,000.00). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount, as determined by and in the sole discretion of the NWOAEID, and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Borrower acknowledges that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on **Exhibit B** attached to this Agreement and incorporated into this Agreement by this reference. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Medina ESID and NWOAEID for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** The Borrower agrees to provide full and timely cooperation to the Medina ESID and the NWOAEID and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Medina County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees that pursuant to a Petition, it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Medina ESID. The Borrower therefore shall be a member of the Medina ESID. The Borrower further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the Medina ESID, NWOAEID, and all other agencies, entities and institutions

involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Medina ESID and NWOAEID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the NWOAEID, Borrower shall execute or cause to be executed by appropriate Borrower officials, all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, Borrower hereby irrevocably appoints the NWOAEID's Chairperson, or such other individual as the NWOAEID may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of Borrower and to bind Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, Borrower grants the NWOAEID full irrevocable power and authority in the place of Borrower and in the name of Borrower or in NWOAEID's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the NWOAEID the full benefit of this Agreement, in each case as the NWOAEID may from time to time deem advisable, Borrower hereby agreeing that the NWOAEID shall owe no duty whatever to Borrower to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby irrevocably authorizes the NWOAEID, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the NWOAEID may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the NWOAEID filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. **Waiver of Certain Rights**. Borrower acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the

special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City of Medina and the Codified Ordinances of Medina, Ohio (collectively, "Assessment Rights"). Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the NWOAEID or Medina ESID determine to be appropriate, and Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Medina or the Codified Ordinances of Medina, Ohio.

5. **Representations and Warranties.** Borrower represents and warrants that:

- **A.** Borrower is a duly organized and validly existing County under the laws of the State of Ohio;
- **B.** Borrower is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
- **C.** Borrower and the individual executing this Agreement on behalf of the Borrower are duly authorized to enter into this Agreement;
- **D.** Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party;
- **E.** Borrower will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of Twenty-Five Thousand dollars ($25,000.00). In the event that the Energy Project is completed below the estimated cost of Twenty-Five Thousand dollars ($25,000.00) the remaining amount shall be used to reduce the final assessment amount payable; and
- **F.** All of the factual statements concerning Borrower contained in the Application and in this Agreement are true and accurate to the best of Borrower's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, Borrower will promptly disclose the same to the Medina ESID and the NWOAEID.

6. **Assignment; Third Party Beneficiaries.** Borrower may not assign this Agreement without the consent of each of the Medina ESID and the NWOAEID, which consent shall not be unreasonably withheld. Either of the Medina ESID or the NWOAEID may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the Medina ESID and NWOAEID shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

- **A.** The Borrower fails to pay an installment of any Special Assessment when due.
- **B.** The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the NWOAEID.
- **C.** The Borrower is in breach of any of its representations or warranties under this Agreement.
- **D.** The Borrower abandons the Property.
- **E.** The Borrower commits waste upon the Property.
- **F.** The Borrower becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Medina ESID and NWOAEID may have, the Medina ESID and the NWOAEID each may recover from Borrower all damages they respectively incur by reason of the Default, including reasonable attorneys' fees and expenses.

8. **General.**

- **A.** If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- **B.** The Borrower acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.
- **C.** This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.
- **D.** The Borrower acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- **E.** The Medina ESID, NWOAEID and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the NWOAEID is authorized to act on behalf of the Borrower in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- **F.** The Borrower acknowledges that the Medina ESID and NWOAEID have been created under provisions of the Ohio Revised Code and that and that their

authority, as well as the authority of their employees, agents and representatives, is limited under law.

G. The Medina ESID or NWOAEID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Medina ESID and NWOAEID.

H. The Borrower will provide written notice to Medina ESID and NWOAEID of any sale or transfer of the Property.

I. The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.

J. The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NWOAEID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the NWOAEID to waive on its behalf, the right to pay the Special Assessments in cash.

K. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NWOAEID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NWOAEID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.

L. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

M. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

Borrower:

Medina County

By: _____

Name: Scott Miller

Title: Medina County Administrator

Date: July 11, 2019

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the 11th day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Scott Miller, Administrator, Medina County, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of Borrower and that the same was the free act and deed of Borrower and himself as such Administrator for Medina County.

NOTARY PUBLIC STATE OF OHIO

RHONDA J. BECK
Notary Public, State of Ohio
My Commission Expires
April 30, 2022

Rhonda J. Beck
Notary Public

NWOAEID:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: _____
Kevin Moyer

Its: Chairperson

Date: 7-11-19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 11 day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.

NOTARIAL SEAL STATE OF OHIO

Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

_____
Notary Public

MEDINA ESID:

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Kimberly Marshall

Name: Kimberly Marshall

Title: Chairperson

Date: 7.11.2019

Sharon K Patterson
Notary Public
In and For the State of Ohio
My Commission Expires
25 December 2023

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the 11 day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kemberly Marshall, the Chairperson of the City of Medina Energy Special Improvement District who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of the City of Medina Energy Special Improvement District and that the same was the free act and deed of said City of Medina Energy Special Improvement District and of himself/herself as such officer of the City of Medina Energy Special Improvement District.

Sharon K Patterson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141
Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: $25,000.00
Total cost including financing and other charges: $25,500.00
Total direct payments collected: $10,806.32
Total assessment payments to be collected: $16,209.48
Estimated annual special assessment for 3 years: $5,403.16
Estimated semi-annual special assessments for 3 years*: $2,701.58
Number of semi-annual installments: 6
First annual installment due: January 31, 2020

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	$5,403.16	$2,701.58	$2,701.58
2021	$5,403.16	$2,701.58	$2,701.58
2022	$5,403.16	$2,701.58	$2,701.58
Total Assessment	**$16,209.48**		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Fiscal Officer under certain conditions.

The County Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Medina County, Ohio to each Semiannual Assessment payment.

EXHIBIT C

LOAN AGREEMENT

[attached]

ORD ____ - 19

Levying special assessments for the Medina County Project; and declaring an emergency.

SUMMARY & BACKGROUND:

The City of Medina created an Energy Special Improvement District ("District") under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Medina Special Improvement District, Inc. ("Corporation"), to govern the District. Property owners within the District are permitted to make certain "energy efficiency improvements" to their properties, which constitute a "special energy improvement project", and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments.

The City of Toledo, City of Oregon, City of Maumee, City of Northwood, City of Perrysburg, City of Sylvania, Village of Whitehouse, Township of Monclova, Township of Springfield, Ohio, Township of Swanton, Township of Sylvania and the Toledo-Lucas County Port Authority ("Port Authority") have partnered to create an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District ("NWOAEID"), to govern the district. The NWOAEID and the Port Authority have provided technical and financial assistance to the District for this project.

Medina County, (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached hereto (the "Property"). The Petitioner has executed an Energy Project Agreement (the "Agreement") with the Corporation and the NWOAEID. A copy of the Agreement is attached to the Petition as **Exhibit C**.

Pursuant to the Agreement, the Port Authority, the NWOAEID, and the Petitioner, have caused an energy audit to the property to be completed.

The energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which the Petitioner, has determined to proceed with implementation, and to pay by way of special assessments.

The Petitioner, has submitted to this Council a petition ("Petition") seeking (i) the creation of the District, (ii) the addition certain of its property to the District and (iii) approval of the District's initial comprehensive plan for special energy improvement projects, including the Project and requesting that this Project be undertaken by the District and that the costs thereof be specially assessed against the properties of the Petitioner, specially benefited thereby.

A complete list and description of the Project is on file with the Clerk of Medina City Council and is attached as **Exhibit B** to this Ordinance. Exhibit B provides the following information for the Project:

1. Identification of the parcel numbers and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law).

The Petitioner, expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing ordinance.

The annual special assessments for the Project are to be paid in semi-annual payments over three years. The plans and specifications for the Project are on file with the Clerk of Council. The Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Medina City Charter and the Medina Municipal Code. The Petitioner, consents to the immediate imposition of the special assessments upon the various properties specially benefited by the Project. This special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. Final costs for the Project are now known and this assessing ordinance completes the assessing process, which included the adoption of a Resolution of Necessity (Resolution No.) and an Ordinance to Proceed (Ordinance No.) by levying the assessments against the benefitted properties.

NOW, THEREFORE, Be it ordained by the Council of the City of Medina:

SECTION 1. That the special assessments for the cost of providing the Project in the District pursuant to Resolution No. _____ adopted by this Council on _____ ___ , 2019 (the Resolution of Necessity), which were filed and are on file in the office of the Clerk of Council are adopted and confirmed; provided that the cost of providing such Projects are reduced to the aggregate amount of $16,209.48 which reduction is adopted and confirmed. Those special assessments are levied and assessed upon the properties in the respective amounts set forth in the schedule attached as Exhibits A and on file with the Clerk of Council, which special assessments have been calculated in a manner provided for in the Resolution of Necessity and are not in excess of the special benefits or any statutory limitation. The special assessments are levied and assessed in accordance with the payment schedule attached hereto as Exhibit B in the amounts sufficient to pay the principal of and interest and the scheduled amounts payable as the Authority administrative fees due with respect to each semi-annual period identified in such payment schedule. The Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each semi-annual assessment payment. If imposed, this special assessment collection fee will be added by the Fiscal Officer of Medina County, Ohio to each semi-annual assessment payment.

SECTION 2. That Petitioner, waives the right to pay the special assessments in cash within thirty days after the passage of this ordinance, and shall pay the assessments in two annual installments (four semi-annual installments) in accordance with the schedules attached hereto as Exhibit B. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected. All payments shall be made to the County Treasurer of Medina County, Ohio and shall be subject to the same delinquency procedures, penalties, and interest as the payment of real property taxes in accordance with Ohio Revised Code Chapter 323.

Notwithstanding the foregoing, pursuant to the Energy Project Agreement between the Petitioner, the District, and the NWOAEID, attached and providing that the Petitioner, grants the NWOAEID the authority to determine, in its sole discretion, the amount of the special assessments, the NWOAEID, acting through its Chairman or other authorized representative, may annually, on or before August 15th, deliver to the City assessment officer or other appropriate official, a certificate signed by the Chairman reflecting a reduction, in whole or in part, in the amount of the special assessment to be certified by the City's assessment officer to the County Auditor in that year for placement onto the tax duplicate the following year and collected as other taxes and assessments are collected. The NWOAEID's certificate shall reflect payments made by or on behalf of the Petitioner, or its successors, directly to the NWOAEID or to the NWOAEID's designee for some or all of the cost of the special energy improvement project thereby resulting in a reduction in the required annual special assessment. The City's assessment officer and all officials with authority to certify special assessments to the County Auditor shall, without any further action by this Council, rely upon the NWOAEID's certificate and take all actions necessary to implement the annual reduction of the special assessment, if any, evidenced by the certificate. In the event the City's assessment officer does not receive such a certificate in any given year on or before August 15th, the assessment officer shall certify the full amount of the annual special assessment as provided herein to the County Auditor.

SECTION 3. The Council finds and determines that it has previously waived notice of the passage of this assessing Ordinance and therefore no notice need be published in a newspaper of general circulation in the City.

SECTION 4. That the Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor within twenty days after its passage, but in no event later than the second Monday in September, 2019 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Medina County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2019).

SECTION 5. That the proceeds of the special assessments levied by this Ordinance that are received by the City shall be applied as provided in Section 1710.12 of the Revised Code and are hereby appropriated for that purpose. This Council covenants and agrees that it will give effect to the appropriation in the ordinances it hereafter adopts appropriating money for expenditure or encumbrance. The Director of Finance is authorized and directed to make appropriate accounting entries and adjustments to reflect the City's receipt and disbursement of those proceeds.

SECTION 6. That this Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SECTION 7. That this Ordinance is declared to be an emergency measure and shall take effect and be enforced from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that the immediate action is necessary in order to conserve energy and protect the environment of the City, as well as, undertake the construction of the public improvements and enable and provide for the timely levying, certification and collection of the special assessments for the Project.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

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Total Assessment	**$16,209.48**		

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EXHIBIT C

Energy Project Agreement

[Attached]

ORIGINAL

ENERGY PROJECT AGREEMENT

between

NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT;

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.;

and

MEDINA COUNTY

Dated
as of
July 11, 2019

This Energy Project Agreement (the "Agreement") is made and entered into as of July 11, 2019. between the Northwest Ohio Advanced Energy Improvement District, a non-profit corporation and special improvement district under the laws of the State of Ohio ("NWOAEID"), the City of Medina Energy Special Improvement District, Inc., a non-profit corporation and special improvement district under the laws of the State of Ohio ("Medina ESID"), and Medina County, a municipal corporation under the laws of the State of Ohio with offices at 6144 N. Broadway Street, Medina, OH 44256 (the "The Borrower"):

WHEREAS, the Borrower, has made application to the NWOAEID for funding a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Borrower petitioned the City of Medina for the establishment of the City of Medina Energy Special Improvement District (the "Petition"); and

WHEREAS, on August ___, 2019 the City Council of Medina passed Resolution No. _____, which approved the Petition, the initial plan for the district, and authorized the formation of the City of Medina Energy Special Improvement District; and

WHEREAS, the Energy Project has an overall estimated cost of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in **Exhibit B**, which the NWOAEID has agreed to fund; and

WHEREAS, the Borrower requests that the Energy Project be funded through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the Medina ESID and NWOAEID agree to undertake the funding of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the NWOAEID, Medina ESID, City of Medina (the "City") and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the Medina ESID and NWOAEID to provide the funds for the Energy Project, the Borrower agrees to execute and comply with the terms of the Loan Agreement, attached as Exhibit C, and to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 11 day of July 2019, the Borrower, the Medina ESID, and the NWOAEID do hereby enter into this Energy Project Agreement ("Agreement") as follows:

1. **Consent to Special Assessments.** The Borrower consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 246 Northland Drive, Medina, OH 44256, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Medina County, Ohio (the "Fiscal Officer"): Parcel Number/PPN: **028-19A-13-141.** A legal description of the Property is attached to this Agreement as **Exhibit A** and incorporated into this Agreement by this reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments in the event of non-payment and default will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits ("Energy Project Amount") and is estimated to be Twenty-Five Thousand Dollars ($25,000.00). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount, as determined by and in the sole discretion of the NWOAEID, and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Borrower acknowledges that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on **Exhibit B** attached to this Agreement and incorporated into this Agreement by this reference. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Medina ESID and NWOAEID for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** The Borrower agrees to provide full and timely cooperation to the Medina ESID and the NWOAEID and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Medina County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees that pursuant to a Petition, it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Medina ESID. The Borrower therefore shall be a member of the Medina ESID. The Borrower further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the Medina ESID, NWOAEID, and all other agencies, entities and institutions

involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Medina ESID and NWOAEID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the NWOAEID, Borrower shall execute or cause to be executed by appropriate Borrower officials, all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, Borrower hereby irrevocably appoints the NWOAEID's Chairperson, or such other individual as the NWOAEID may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of Borrower and to bind Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, Borrower grants the NWOAEID full irrevocable power and authority in the place of Borrower and in the name of Borrower or in NWOAEID's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the NWOAEID the full benefit of this Agreement, in each case as the NWOAEID may from time to time deem advisable, Borrower hereby agreeing that the NWOAEID shall owe no duty whatever to Borrower to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby irrevocably authorizes the NWOAEID, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the NWOAEID may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the NWOAEID filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. **Waiver of Certain Rights.** Borrower acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the

special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City of Medina and the Codified Ordinances of Medina, Ohio (collectively, "Assessment Rights"). Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the NWOAEID or Medina ESID determine to be appropriate, and Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Medina or the Codified Ordinances of Medina, Ohio.

5. **Representations and Warranties.** Borrower represents and warrants that:

A. Borrower is a duly organized and validly existing County under the laws of the State of Ohio;
B. Borrower is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
C. Borrower and the individual executing this Agreement on behalf of the Borrower are duly authorized to enter into this Agreement;
D. Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party;
E. Borrower will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of Twenty-Five Thousand dollars ($25,000.00). In the event that the Energy Project is completed below the estimated cost of Twenty-Five Thousand dollars ($25,000.00) the remaining amount shall be used to reduce the final assessment amount payable; and
F. All of the factual statements concerning Borrower contained in the Application and in this Agreement are true and accurate to the best of Borrower's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, Borrower will promptly disclose the same to the Medina ESID and the NWOAEID.

6. **Assignment; Third Party Beneficiaries.** Borrower may not assign this Agreement without the consent of each of the Medina ESID and the NWOAEID, which consent shall not be unreasonably withheld. Either of the Medina ESID or the NWOAEID may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the Medina ESID and NWOAEID shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

- **A.** The Borrower fails to pay an installment of any Special Assessment when due.
- **B.** The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the NWOAEID.
- **C.** The Borrower is in breach of any of its representations or warranties under this Agreement.
- **D.** The Borrower abandons the Property.
- **E.** The Borrower commits waste upon the Property.
- **F.** The Borrower becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Medina ESID and NWOAEID may have, the Medina ESID and the NWOAEID each may recover from Borrower all damages they respectively incur by reason of the Default, including reasonable attorneys' fees and expenses.

8. **General.**

- **A.** If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- **B.** The Borrower acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.
- **C.** This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.
- **D.** The Borrower acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- **E.** The Medina ESID, NWOAEID and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the NWOAEID is authorized to act on behalf of the Borrower in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- **F.** The Borrower acknowledges that the Medina ESID and NWOAEID have been created under provisions of the Ohio Revised Code and that and that their

authority, as well as the authority of their employees, agents and representatives, is limited under law.

G. The Medina ESID or NWOAEID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Medina ESID and NWOAEID.

H. The Borrower will provide written notice to Medina ESID and NWOAEID of any sale or transfer of the Property.

I. The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.

J. The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NWOAEID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the NWOAEID to waive on its behalf, the right to pay the Special Assessments in cash.

K. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NWOAEID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NWOAEID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.

L. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

M. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

Borrower:

Medina County

By: _____

Name: Scott Miller

Title: Medina County Administrator

Date: July 11, 2019

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the 11th day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Scott Miller, Administrator, Medina County, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of Borrower and that the same was the free act and deed of Borrower and himself as such Administrator for Medina County.

NOTARY PUBLIC STATE OF OHIO

RHONDA J. BECK
Notary Public, State of Ohio
My Commission Expires
April 30, 2022

Rhonda J. Beck
Notary Public

NWOAEID:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: _____
Kevin Moyer

Its: Chairperson

Date: 7-11-19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 11 day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.

NOTARIAL SEAL STATE OF OHIO

Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

_____
Notary Public

MEDINA ESID:

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Kimberly Marshall

Name: Kimberly Marshall

Title: Chairperson

Date: 7.11.2019

Sharon K Patterson
Notary Public
In and For the State of Ohio
My Commission Expires
25 December 2023

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the 11 day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kemberly Marshall, the Chairperson of the City of Medina Energy Special Improvement District who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of the City of Medina Energy Special Improvement District and that the same was the free act and deed of said City of Medina Energy Special Improvement District and of himself/herself as such officer of the City of Medina Energy Special Improvement District.

Sharon K Patterson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141
Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: $25,000.00
Total cost including financing and other charges: $25,500.00
Total direct payments collected: $10,806.32
Total assessment payments to be collected: $16,209.48
Estimated annual special assessment for 3 years: $5,403.16
Estimated semi-annual special assessments for 3 years*: $2,701.58
Number of semi-annual installments: 6
First annual installment due: January 31, 2020

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	$5,403.16	$2,701.58	$2,701.58
2021	$5,403.16	$2,701.58	$2,701.58
2022	$5,403.16	$2,701.58	$2,701.58
Total Assessment	**$16,209.48**		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Fiscal Officer under certain conditions.

The County Fiscal Officer of Medina County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Medina County, Ohio to each Semiannual Assessment payment.

EXHIBIT C

LOAN AGREEMENT

[attached]

REQUEST FOR COUNCIL ACTION

NO. RCA 19-142 - 8/26

FROM: Patrick Patton

DATE: July 1, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: Application for grant assistance with the Ohio Public Works Commission (OPWC)

This request is for Council's authorization to submit a grant application with the Ohio Public Works Commission for public improvement project.

We are recommending a bridge/culvert replacement project for this year's OPWC program, specifically, replacement of the bridge at Gates Mills Boulevard. In addition to replacing the bridge, the project will also stabilize and improve the stream banks on either side of the bridge. The budget estimate for this project is approximately $700,000; we will be applying for $485,120 in grant funds.

The grant application will be due at the end of August.

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with OPWC to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (TBD).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

NO. RCA 19-143-8/26

FROM: Patrick Patton

DATE: August 20, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: ODOT Bridge Inspection Program

In 2014 the Ohio Department of Transportation (ODOT) began inspecting City roadway bridges. This program allows ODOT to hire a consultant to inspect the City's roadway bridges at no cost to the City. We have been informed by ODOT that the current program is ending (see attached). In order to renew our program with ODOT, we need to approve legislation indicating our desire and acceptance for the program (also attached).

I would like to recommend that the City approves this legislation and we continue our involvement with this program. Before this program, the City would have to hire a consultant with an ODOT certified bridge inspector to complete this work. This program saves the City the cost of hiring that consultant.

Please keep in mind that this program only includes roadway bridges; we are still responsible for the cost of inspecting our other bridges (railway bridges, parks bridges).

Thank you for your consideration.

ESTIMATED COST: No cost to the City

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

From: Omar.Abu-Hajar@dot.ohio.gov [mailto:Omar.Abu-Hajar@dot.ohio.gov]
Sent: Monday, July 22, 2019 4:43 PM

To All Ohio Municipalities,

The current municipal bridge inspection program is ending on December 31, 2019, so ODOT is in the process of renewing this program for three more years going through 2020, 2021, and 2022. The program is for any municipality in Ohio with bridge inspection responsibilities and has people's population less than 50,000.

We will need to receive a new legislation passed and signed by the local government the next council meeting to establish the agreement between ODOT and your municipality. Please find provided with the attachments three documents including the consent form. Please have it filled out, signed by the Mayor and Council, and return it to my attention to secure the signature from our Director. We will send you back a signed copy for your records. Included in the attachments with this email are the consultant Scope of Services by ODOT and the NBIS Oversight Program by FHWA.

As described in Attachment A, our consultants will be assigned different task orders during each year to fulfil the federal and state requirements for bridge inspection.

To track progress, please respond to this email indicating your wish to opt in or opt out of this program. If you opt in, please have the signed legislation retuned by mail or email ASAP. This is necessary to officially include your municipality in the program.

Respectfully.

Regards,

Omar Abu-Hajar, P.E. , MSCE-Structures
Municipal Bridge Program Manager
ODOT Office of Structural Engineering
3rd Floor - Mail Stop 5180
1980 West Broad Street, Columbus, Ohio 43223
Tel: 614-387-1257 (Office) 614-579-8120 (Cell)
Fax: 614-887-4047
transportation.ohio.gov

OHIO DEPARTMENT OF TRANSPORTATION

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Ordinance/Resolution # : _____

PID No. : **109334**

County/Route/Section : _____

The following is a/an _____ enacted by the _____ of _____
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA) has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW THEREFORE, be it ordained by the _____ of _____ County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

PID No.: 109334

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V Authority to Sign

I, _____ of said _____ is hereby empowered on behalf of the
(Contractual Agent) (LPA)
_____ to enter into contracts with the Director of Transportation which is necessary to
(LPA)
complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____ _____
(Clerk) (Contractual Agent of LPA – title)

Attested: _____ _____
(Title) (President of Council)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No.: 109334

CERTIFICATE OF COPY
STATE OF OHIO

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)
_____ on the _____ day of _____, 2_____.
(LPA)
That the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
Law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in _____,
(Ordinance/Resolution)
Page _____.
(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____ 2_____.

_____
(Clerk)

(CITY SEAL)

_____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The aforegoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ _____ Date _____
(Director, Ohio Department of Transportation)

Pat

RCA 16-162-9/26

ORDINANCE NO. 141-16

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO PERFORM ROADWAY BRIDGE INSPECTION SERVICES FOR MUNICIPAL OWNED BRIDGES.

WHEREAS: ODOT has launched a new program to help municipalities across the state in achieving full compliance with FHWA's bridge metrics which will be fully funded by ODOT.

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

SEC. 1: That the Mayor be and is hereby authorized and directed to execute a Preliminary Legislation Agreement with the Ohio Department of Transportation (ODOT) to perform bridge inspection services for municipal owned bridges.

SEC. 2: That a copy of said Preliminary Legislation Consent Agreement is marked Exhibit A, attached hereto and incorporated herein.

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 in full force and effect at the earliest period allowed by law.

PASSED: October 11, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 12, 2016

SIGNED: Dennis Hanwell
Mayor

Ord. 141-16
Exh. A

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Ordinance/Resolution # : _____

PID No. : 102554

County/Route/Section : _____

The following is a/an Ord. 141-16 (Ordinance/Resolution) enacted by the City of Medina (Local Public Agency) of Medina County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA) has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to bridge load rating calculations, scour assessments, bridge inspections, and fracture critical plan development.

NOW THEREFORE, be it ordained by the City of Medina (LPA) of Medina County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A.

PID No.: 102554

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V Authority to Sign

I, Dennis Hanwell Mayor of said City of Medina is hereby empowered on behalf of the
(Contractual Agent) (LPA)
City of Medina to enter into contracts with the Director of Transportation which is necessary to
(LPA)
complete the above described project.

Passed: October 11, 2016.
(Date)

Attested: Kathy Patton, Clerk
(Clerk)

Attested: Kathy Patton, Clerk
(Title)

10-12-16
(Contractual Agent of LPA – title) Dennis Hanwell, Mayor

(President of Council) John M. Coyne, III

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No.: 102554

CERTIFICATE OF COPY
STATE OF OHIO

City of Medina of Medina County, Ohio
(LPA)

I, Kathy Patton, as Clerk of the City of Medina
(LPA)
of Medina County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ord. 141-16 adopted by the legislative Authority of the said
(Ordinance/Resolution)
City of Medina on the 11th day of October, 2016.
(LPA)
That the publication of such Ord. 141-16 has been made and certified of record according to
(Ordinance/Resolution)
Law; that no proceedings looking to a referendum upon such Ord. 141-16 have been taken;
(Ordinance/Resolution)
and that such Ord. 141-16 and certificate of publication thereof are of record in 2016,
(Ordinance/Resolution)
Page 141.
(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 12th day of October 2016.

Kathy Patton
(Clerk)

(CITY SEAL)

City of Medina of Medina County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The aforegoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____ County, Ohio.
(LPA)

Attested: K Mathewell

D Hanwell Date 10-12-16
(Contractual Agent) Dennis Hanwell, Mayor

For the State of Ohio

Attested: _____

_____ Date _____
(Director, Ohio Department of Transportation)

REQUEST FOR COUNCIL ACTION NO. RCA 19-144-8/26

FROM: Greg Huber, Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: August 20, 2019

SUBJECT: Delta Airport Consultants Task Order #1

Earlier this year City Council approved Ordinance 96-19 which authorized a professional services agreement with Delta Airport Consultants, Inc. This request asks for approval of Task Order #1 for that agreement. Task Order #1 provides design and bidding services for the extension of the north-south runway at Medina Municipal Airport.

As noted on the attached, the total fee for this Task Order is $40,000.

Thank you for your consideration.

ESTIMATED COST: $40,000

SUGGESTED FUNDING: 547-0658-54411

Sufficient Funds in Account Number:

Transfer Needed from Account Number: To Account Number:

New Appropriation Account Number: 547-0658-54411

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: Ord./Res. Number:

Date:

DELTA AIRPORT CONSULTANTS, INC.

July 29, 2019

Mr. Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Subject: **Task Order No. One (1)**
Extend North-South Taxiway (Construction Documents and Bidding)
Medina Municipal Airport

Dear Mr. Patton:

Please find enclosed two (2) executed copies of proposed Task Order No. One (1) to our Agreement for Professional Services made on the 24th day of June, 2019 between the City of Medina and Delta Airport Consultants, Inc. The Task Order provides services for the preparation of Construction Documents and Bidding for the project to extend the north-south Taxiway at the Medina Municipal Airport.

The total fee for this Task Order is $40,000. If the Task Order is acceptable to the Owner, please sign each original copy, keep one (1) for your files, and return one (1) for our files.

Per discussions with the FAA-Det ADO and per us asking again and again (refer to 7/16/19 email to Ms. Evonne McBurrows), the FAA-Det ADO is still of the opinion that the construction document preparation and bidding services are not eligible for FAA AIP participation under the upcoming FY2019 grant because, construction document preparation and bidding was already participated in under the 3-39-0053-014-2016 AIP design only grant issued for the North-South Taxiway project.

Should the FAA-Det ADO change their mind, the costs associated to this Task Order may be eligible for up to 90% participation by the FAA and up to 5% participation by the ODOT Office of Aviation. Otherwise, the costs associated to this Task Order are unfortunately not eligible for FAA grant participation.

If you should have questions concerning this Task Order or other matters related to this project, please do not hesitate to contact our office.

Sincerely,

Steven A. Potoczak
Project Manager

CC: Mr. Greg Huber, City of Medina

Enclosures: 1. Task Order No. One (1) – Electronic copy

Reference: Delta Project No. 19062

20545 CENTER RIDGE ROAD, SUITE 450, CLEVELAND, OHIO 44116

P. (440) 895-0465 F. (440) 895-0466 WWW.DELTAAIRPORT.COM

TASK ORDER NO. One (1)
PROFESSIONAL SERVICES AGREEMENT

DELTA AIRPORT CONSULTANTS, INC.

PROJECT:	Extend North-South Taxiway
AIRPORT:	Medina Municipal Airport (1G5)
DELTA PROJECT NO.:	19062
DATE OF ISSUANCE:	July 29, 2019
ATTACHMENTS:	1) Scope of Services
METHOD OF PAYMENT:	Construction Documents and Bidding - Lump Sum
TASK ORDER AMOUNT:	$ 40,000
CONTRACT TIME:	30 Days to Complete this Task Order
PROJECT DESCRIPTION:	▪ Prepare As-Bid Construction Documents ▪ Bidding Phase Services

The original Agreement for Professional Services between the City of Medina(OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Medina Municipal Airport dated June 24, 2019, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:	APPROVED:
by: Kenneth W Moody	by:
Kenneth W. Moody, P.E., C.M. Vice President Delta Airport Consultants, Inc. 20545 Center Ridge Road #450 Cleveland, Ohio 44116	Dennis Hanwell Mayor City of Medina 132 N. Elmwood Ave. Medina, Ohio 44256

Digitally signed by Kenneth W Moody
Date: 2019.07.29 13:00:28 -04'00'

ATTACHMENT 1
SCOPE OF SERVICES

DELTA AIRPORT CONSULTANTS, INC.

Extend North-South Taxiway
Medina Municipal Airport (1G5)
Delta Project No. 19062

July 29, 2019

PHASE	DETAILED TASKS
CONSTRUCTION DOCUMENTS (CD)	Scope of Services and Contract Final Plans Preparation Final CSPP Documents Final Estimates Final Design Meeting with Owner Project Correspondence Owner Coordination FAA/State Coordination County Coordination Final Design Report Final Specifications Prepare Final Design Review Submittal to FAA FAA Final Design Review Comments and Revisions Prepare Final Design Review Submittal to Local Agencies Local Agency Final Design Review Comments and Revisions Print, Seal & Coordinate As-Bid Signature Sets As-bid Plans and Specs Delivery and Coordination
BIDDING (BD)	Bid Preparation, Advertisement, Distribution Pre-Bid Meeting Bidder Questions, Answers, & Addenda Bid Tabulation Coordinate Award

ITEMS NOT INCLUDED IN SCOPE:
1. Bid Advertisement Costs.
2. Bid opening shall be handled by the Owner.
3. Construction Administration Services.

MEMO

DELTA AIRPORT CONSULTANTS, INC.

DATE: July 29, 2019

TO: Patrick Patton — City of Medina, Ohio

FROM: Steve Potoczak — Delta Airport Consultants, Inc.

RE: Reference Information

TASK ORDER NO. One (1)
Extend North-South Taxiway
Medina Municipal Airport (1G5)

Please find attached, for your use during review, reference information and backup calculations to support the professional services fee for the above referenced project.

Reference Information: 1) Fee Summary
2) Labor Detail

DELTA AIRPORT CONSULTANTS, INC.

Extend North-South Taxiway
Medina Municipal Airport (1G5)
Delta Project No. 19062

July 29, 2019

FEE SUMMARY		
Construction Documents and Bidding Phase Services		$40,000
	LUMP SUM TOTAL:	**$40,000**

REFERENCE INFORMATION 2
LABOR DETAIL

DELTA AIRPORT CONSULTANTS, INC.

Extend North-South Taxiway
Medina Municipal Airport (1G5)
Delta Project No. 19062

July 29, 2019

	Hours			
TASKS	PRIN	PM	DP	PA
CONSTRUCTION DOCUMENTS (CD)	0	36	28	48
BIDDING (BD)	0	18	2	10

RCA 19-145-8/26
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: 8/20/2019 **Department:** Parks

Amount: $23,184.83 **B.O.C. Approval Date:** _____
(Finance Use Only)

Account Number: 104-0301-54412

Vendor: GameTime c/o DWA Recreation, Inc. #G0070

Department head/Authorized signature:

Item/Description:

Purchase and installation of Memorial Park 2-5 Playground Equipment.

Donation from Medina Sunrise Rotary. Medina Sunrise Rotary will also volunteer time to install playground with Certified GameTime Installer.

**Authorize Mayor Hanwell to sign and accept quote #55155 on behalf of the City of Medina

Purchased through the US Communities, OMNIA Partners Public Sector Contract #2017001134

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

c/o DWA Recreation, Inc. P.O. Box 208
Harrison, OH 45030 800-762-7936 Toll Free
330-821-4505 Fax www.dwarec.com

A PLAYCORE Company

QUOTE #55155

08/19/2019

Option 1 - City of Medina - Memorial Park 2 - 5 Playground - CWO Grant

Medina, City of
Attn: Jansen Wehrley
785 E. Washington Street
Medina, OH 44256
Phone: 330-721-6950
Fax: 330-721-6905
jwehrley@medinaoh.org

Project #: P24687
Ship To Zip: 44256

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Gametime - PowerScape Play Structure (TMEDMEMORIALPARK-1) - *Ages 2 - 5; Aluminum Uprights*	$25,236.00	$25,236.00
1	RDU	Gametime - 2 Seat Buck-A-Bout with Saddle Seats	$1,969.00	$1,969.00
1	RDU	Gametime - Supervision - *By Certified GameTime Installer*	$1,305.00	$1,305.00

Pricing Reflects GameTime's "Playground Grant" on your Play Structure – Check (made payable to GameTime) must be submitted at the time of order to receive this Grant Price. Only valid if grant term don't change when grant is offered.

SubTotal:	$28,510.00
Discount:	($9,522.57)
Freight:	$1,047.40
Total Amount:	**$20,034.83**

OPTIONAL ADD-ON:

Option to Auguring of Holes of Holes and Laying of Brick before Supervision ..... ADD $3,150 to Total Amount. If taking this option, please initial here: _____

TOTAL W/OPTION $23,184.83

This structure's roof is going to require a boom lifting equipment to install it. Please request a new quote if this pricing is needed.

Contract: USC

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

US Communities Purchase Orders must be made out to:
GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

US COMMUNITIES

c/o DWA Recreation, Inc. P.O. Box 208
Harrison, OH 45030 800-762-7936 Toll Free
330-821-4505 Fax www.dwarec.com

A PLAYCORE Company

QUOTE
#55155

08/19/2019

Option 1 - City of Medina - Memorial Park 2 - 5 Playground - CWO Grant

GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

Supervision of Installation Disclaimer: The supervision of installation is based on a maximum 9 hour day, and does not include any site work, concrete or receipt of equipment and inventory.

All holes must be augured and shot with a transit prior to installation day. However, it should not be done too far in advance due to weather factors, as heavy rains can fill up the holes and would then need to be pumped out. The play area site would need to be relatively level, including a 1% slope for drainage purposes.

All concrete is to be purchased by the **Medina, City of** and the delivery for this concrete should be coordinated with your supervisor.

Detailed supervision instructions and tool lists can be provided prior to purchase, upon request.

GameTime Standard Colors
-- Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Sky Blue, Blue, Spring Green, Light Green, Green, Dark Green, Brown, Beige, Bronze, Black, Starlight, Metallic, Champagne, White
-- Deck Colors: Red, Gray, Blue, Brown
-- Plastic Colors: Yellow, Orange, Red, Royal Purple, Periwinkle, Sky Blue, Blue, Dark Blue, Spring Green, Light Green, Green, Brown, Beige, Champagne
-- HDPE Colors: Yellow, Orange, Red, Royal Purple, Sky Blue, Blue, Spring Green, Green, Beige, Black, Gray
--2 Color HDPE: Red/White, Sky Blue/White, Blue/Beige, Spring Green/White, Green/White, Green/Beige, Beige/Green, Black/White, Gray/Black

You may view Additional Color options and pre-designed play palettes on https://www.gametime.com/resources/colors-and-color-palettes

Order Information:

Bill To: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Fax: _____

eMail: _____

Ship To: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Fax: _____

eMail: _____

U.S.COMMUNITIES

c/o DWA Recreation, Inc. P.O. Box 208
Harrison, OH 45030 800-762-7936 Toll Free
330-821-4505 Fax www.dwarec.com

QUOTE #55155

08/19/2019

Option 1 - City of Medina - Memorial Park 2 - 5 Playground - CWO Grant

Acceptance of quotation:

Accepted By (printed): _____ Date: _____

Title: _____ P.O. No: _____

Telephone: _____ Fax: _____

Purchase Amount: **$20,034.83**

SALES TAX EXEMPTION CERTIFICATE #: 34-6001856

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____
Customer Signature

Sales Representative: Taylor Kolanko

GameTime®

A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

City of Medina

to a GameTime Playground Grant Funding Award of

$9,522.57 based off quotation #55155

Funds must be claimed no later than December 31, 2019 and must accompany a qualifying play system purchase. Order must be received by October 30, 2019. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

S. Spencer Cheak
President, GameTime

Option 1 - Memorial Park 2-5 Playground

me®
RE Company
com

DW
RECREA
www.dwar

REQUEST FOR COUNCIL ACTION

No. RCA 19-146-8/26

FROM: Jansen Wehrley JW

Committee: Finance

DATE: August 20, 2019

SUBJECT: Mayor's Pledge- NRPA 10- Minute Walk Campaign

SUMMARY AND BACKGROUND:

Respectfully request authorization for Mayor Hanwell to join the "Mayor's Pledge" with the National Recreation and Parks Association's 10-Minute Walk Campaign by pledging a commitment to make sure that everyone in our cities has safe, easy access to a quality park within a 10-minute walk of home by 2050." This pledge is an aspirational goal across the nation that only implies that all cities will work toward this goal within 30 years.

This pledge is a required supplement to the 10-Minute Walk Campaign support letter already submitted that would allow Main Street Medina to apply for, receive and administer a planning grant of $40,000 for the South Town District Walking Loop that was presented to city administration in July. Main Street Medina is a partnering agency that is fully responsible for the grant implementation and no resources or funds from the City is required.

Estimated Cost: $0

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: Main Street Medina submitted their grant application on 8/2/19 and needs the city to join the pledge in order to be considered for funding.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Campaign to Celebrate America's Cities and Civic Leaders Who Actively Promote the 10-Minute Walk to a Park

The Trust for Public Land, National Recreation and Park Association, and Urban Land Institute launched the 10-Minute Walk Campaign in October 2017 to celebrate, recognize, and highlight cities, mayors, and other civic leaders that promote the 10-minute walk to a park goal. This goal leads to equitable, economically thriving, safe, and healthy communities.

To date, more than 150 bipartisan mayors have endorsed the vision that everyone deserves a park or open space within a 10-minute walk of home. Your support of this initiative would involve the following:

- Recognition in public materials that spotlight park champions, including the 10minutewalk.org, campaign materials, and press stories.
- Access to campaign programming and best practices made available to cities who support the campaign. These include a technical assistance opportunity, Park Serve®, ULI Advisory Service Panels, and more. More information on this programming is available on the supplemental "10-Minute Walk to a Park Campaign 2018 Programming" document.
- Designation of a member of your team to serve as the primary point of contact for this initiative and who will receive communications about the campaign.

We would be honored to have your involvement with this effort. By signing below, this document will formalize your support of this campaign and demonstrate your commitment to improving park quality and access.

Signature: _____

Full Name
And City:_____

Date:_____

If you have any additional questions, please to not hesitate to contact our team through Patrick Phillippi. He can be reached at 202-748-2793 or by email at pphillippi@civitaspublicaffairs.com.

10-Minute Walk to a Park Campaign 2018 Programming

In 2018, cities that support the 10-Minute Walk Campaign will have the opportunity to participate in several campaign programs developed by The Trust for Public Land, National Recreation and Park Association, and Urban Land Institute. These include:

Technical Assistance Opportunity: The campaign partners will work in-depth with 30 cities over the next three years to help them develop their highest, best, and measurable commitments to the 10-minute walk. The technical assistance opportunity will include $40,000 in funding for each participating city, as well as guidance from field experts, workshops, and more. The National Recreation and Park Association will open the application process to fund the first 10 cities on January 29, 2018, with applications due by March 9, 2018.

ParkServe®: The 10-minute walk campaign is driven by data, and The Trust for Public Land's ParkServe® is measuring 10-minute walk access for cities and towns across America. Upon completion in the spring of 2018, the first-of-its-kind ParkServe® platform will include the locations and 10-minute walk service areas for all parks, playgrounds, and natural areas offering public recreational opportunities in 13,931 cities, towns, and communities in the US. All cities that sign on to the campaign will have access to this data, as well as the potential to connect with GIS experts to learn more about park access and quality in their geographies.

Parkology™: This new online platform will not only serve as a one-stop shop for "all things parks," but also as a dynamic community space where park advocates, practitioners, and others can come together for dialogue and to access resources on park creation, activation, and stewardship, all in support of the 10-minute walk. The full site will be launching in Spring 2018—visit www.parkology.org to learn more.

Urban Land Institute Advisory Service Panels: The Urban Land Institute is offering three weeklong Advisory Services Panels focused on parks and open space in 2018. Panels can help participating cities think through solutions to park challenges and identify strategies to maximize the value of parks and related infrastructure to promote health, equity, sustainability, resilience, and community connections. These panels bring together the best and brightest — developers, planners, financiers, market analysts, economists, architects, designers, and public officials — to provide practical solutions and objective advice not available from any other source.

Urban Land Institute Urban Open Space Awards: The ULI Urban Open Space Award program honors outstanding parks and open spaces both large and small, recognizing parks and open spaces that have been instrumental in promoting healthy, sustainable, and equitable outcomes. All cities who support the campaign will have the opportunity to receive direct support on their submissions. Submissions will be accepted starting in January and will be due by March 5, 2018.

If you have any additional questions, please to not hesitate to contact our team through Patrick Phillippi. He can be reached at 202-748-2793 or by email at pphillippi@civitaspublicaffairs.com.

Outline of South Town Vision Statement

(Taken from 4.25.19 Visioning Workshop)

A. Foster a More Walkable, Clean, Quiet and Safe Environment

1. Streetscape Beautification: Tree Lawn, Sidewalks, Planters, Pole Flags, etc.
2. Open Parklets, Trails, Greenspace
3. Clean Public Areas/Champion Creek
4. Welcome Entry Signage/Historical Markers
5. Reduced Traffic Noise/Railroad "Quiet Zone"
6. Shared Parking Lots/Spaces
7. Human-Scale/Zero Lot Line Construction

B. Encourage Investments in Mixed-Use Development Guided by Legacy, Assets and Needs

1. Boutique Hotel and Creative Housing
2. Conference/Education Centers
3. Restaurants/Bars
4. Entertainment/Outdoor Venues: Signature Event
5. Arts Community: Live/Work Space, Art Show/Public Art, Artisans/Crafters (partner w/Planet Joy)
6. Seasonal Recreation/Sports Activities
7. Diverse Demographics (like Short North/Columbus; Tremont, Ohio City, Gordon Sq./Cleveland)

Proposed Vision Statement

Our goal for the South Town District of Medina is to foster a more walkable, clean, quiet and safe environment while encouraging investments in mixed-use development guided by our unique legacy, assets and needs intended to enhance and expand the current historic district.

We envision an attractive streetscape with continuous, pedestrian-scaled storefronts set to the sidewalks, safe crosswalks with reduced traffic and railway noise, ample shared parking, open greenspaces with trails and parklets, clean public spaces and creek bed, and welcoming signs and historical markers.

We want to spark investments from entrepreneurs and developers of boutique hotels and creative housing, conference and education venues, restaurant-bars with live entertainment, outdoor amphitheater for signature events, live/work spaces for artisans, and recreation/sports attractions that aligns with our rural/industrial past, our diverse culture, and our future "creative" niche.

RCA 19-1478/26

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: 8/21/2019 **Department:** Sanitation

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

Account Number: 514-0543-53321

Vendor: Coopers Leading Edge

Department Head/Authorized Signature: [signature]

Item/Description:

Increase PO # 2019-595 from $15,000 to $25,000. Expenditure for repairing dumpsters

---

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

REQUEST FOR COUNCIL ACTION

NO. RCA19-148-8/26

FROM: Patrick Patton, Nino Piccoli

COMMITTEE REFERRAL: Finance

DATE: August 21, 2019

SUBJECT: Job #1060: Bids – South Court Water Tank Fill Pipe Replacement and Dry Interior Coating

---

This request is for permission to advertise, bid and award the South Court Water Tank improvement project. The scope of the work will include:

1. Fill Pipe Replacement
2. Condensate Drain Replacement
3. Dry Interior Coating

Dixon Engineering has prepared the plans and specifications for this work. Thank you for your consideration.

ESTIMATED COST: $275,000

SUGGESTED FUNDING: 546

Sufficient Funds in Account Number:

Transfer Needed

New Appropriation Account Number: 546-0530-54412

Emergency Clause Requested: Yes
Reason: The existing fill pipe is beginning to corrode significantly,

---

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

NO. RCA 19-149-8/26

FROM: Patrick Patton

DATE: August 21, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: City Project #1030: City Hall Parking Deck Materials Testing and Inspection

---

This request asks for Council's authorization to enter into an agreement with a qualified materials testing and inspection firm to provide these services for the City Hall Parking Structure. Proper materials testing and inspection is absolutely critical in order to maintain sufficient quality assurance for this structure.

Price proposals are being received and will be reviewed. The administration will present our recommendation for this work to the Finance Committee. The total amount estimated for this service is $30,000 (for comparison purposes, for the County Courthouse Parking Deck completed in 2009, the total expenditure for materials testing was approximately $24,000).

Thank you for your consideration.

ESTIMATED COST: $30,000.

SUGGESTED FUNDING: 301

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number: 301 0707 52226

Emergency Clause Requested: YES

Reason: Construction on the project is planned to start immediately

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COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 19-150-8/26

FROM: Sandy Davis
DATE: 8/21/19
SUBJECT: 33 Circle Drive- Private Owner Rehabilitation

Committee: Finance

SUMMARY AND BACKGROUND:

This is a request for a purchase order for GB Hawk Construction for the Private Rehabilitation project at 33 Circle Drive, Medina, Ohio through the PY18 CHIP program. The contract including the scope of work are attached.

The total contract amount is $35,975.00. The PO request is for $39,000 in order to accommodate any unforeseen change orders. Any unused funds will be returned to the account from which they came.

Estimated Cost: $39,000
Suggested Funding: $39,000

- 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 cashflow situation and unable to bid on other CHIP projects without the timely payment for work completed.

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Medina City Com. .nity Housing Impact and Preservation (.IP) Program

Agreement for Loan/Grant
and
Contract for Housing Rehabilitation

This Agreement made and entered into this **7th Day** of **August 2019**, between **Nicolette Novak** and **GB Hawk Construction** for a deferred payment/ declining balance Loan to the Owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at: **33 Circle Drive, Medina OH 44256**

Owner Agrees:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of **$35,975.00** in the form of a deferred payments/ declining balance forgivable loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-in-Lending Statement and Mortgage Document.

2. I agree to adhere to the Terms and Conditions for Owners Receiving Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.

3. Instruct the Contractor to proceed work as of **August 13th, 2019,** unless I, as Owner, exercise my Right of Rescission.

4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of **$35,975.00** for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.

5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund, but will instead have the amount of the mortgage reduced by the appropriate amount. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Rehabilitation Standards.

Contractor Agrees:

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of **$35,975.00.**

7. I will also agree to the following stipulations for any work requiring lead-safe work practices:

   a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, rehabilitation or paint repair is going on the entire work site, work specifications, and any documents related to this project.

   b) That I will do work in a lead safe manner in order to protect both workers and Occupants.

   c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and rehabilitation in Federally Owner and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.

   d) That Medina City will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard*

e) *During renovation, remodeling and rehabilitation in Federally owned and assisted Housing program* and if I fail to correct the inconsistent work practices.

f) That Medina City will not pay for renovation, remodeling, or paintwork done in a non lead-safe manner.

g) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S EPA at 40 C.F.R 745.227.

h) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.

i) **That Medina City will hold 25% of total contract price until Lead Clearance is achieved.**

Owner and Contractor Agree:

8. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before any work is started, and signed by the Owner, Contractor and the LPA representative. We further agree that Change Orders will only be allowed to correct unforeseen deficiencies that are code related.

9. We understand all the old/salvage materials removed from the Owner's home is now property of the Contractor. The Contractor shall be responsible for disposing of these materials.

10. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.

11. Method of Payment. We agree to the following payment schedule:

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

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

1. Forty Percent (40%) of total Contract amount when at least Fifty percent (50%) of the work is satisfactorily completed.

2. The remaining Sixty percent (60%) when all rehabilitation work is satisfactorily completed and inspected and all manufacturer and supplier written warranties, guarantees, releases of liens and claims of liens from subcontractors, suppliers and laborers have been executed and delivered to the LPA.

3. Any other payment schedule mutually agreed to by the Owner, Contractor and LPA. If no other agreement is in writing, Item 8B, 1 & 2 will be in force.

Any payments are subject to satisfactory intermediate and final inspections by the LPA. Moreover, a Certificate of Completion must be signed by the LPA prior to Final Payment. If the LPA and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the LPA, shall be made.

12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.

13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the rehabilitation work, execution of the Contract, or for non-performance of Contract.

14. **Defects after Completion.** The Contractor warranties the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction faction statement verifies satisfaction of the contractor workman ship and validates final payment. No complaints regarding WORKIMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 months of work completion. THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO ABLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.

15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.

16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance, and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within **90** days after the date of Rescission. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of **$150.00** per day for each calendar day of delay from the date stipulated for completion in the Contract.

    The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than **October 31st, 2019**. An extension of time can be given at the Rehab Specialist discretion.

16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehabilitation work and installed materials prior to Final Payment.

17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:
    a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

    b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

    c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting

officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. **Section 3 Clause**

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.

c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

OWNER(S):

Nicolette Novak

Owner's Address and Phone Number:
33 Circle Drive
Medina OH 44256

CONTRACTOR:

G B Hawk Construction

Contractor's Address and Phone Number:
120 E. Main St.
Ravenna OH 44266

WITNESS:

Name, ORDC

ABATEMENT

Printed on 06/19/19

Biddable Specifications for **33 Circle Dr.** steve-medina02

Contact Nicolette Novak

Spec. Writer 330-441-2821

01 Exterior

00012 This is a Lead Abatement Project

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

00000 Repair Steps

Repair Steps to the deck on the back of house.

1.0 Bid Price $ 300.00

00000 Repair deck

We are going to replace the deck boards where the tree used to go up though. Using like material.

1.0 Bid Price $ 500.00

04320 Regrade around foundation, sloping soil away from house

Provide clean topsoil and create positive drainage away from house (1" per foot) on all sides to a distance of 4 feet from foundation. Reseed graded areas and provide watering instructions to insure germination.

NOTE: This is going to be from the chimney to south west corner.

1.0 Bid Price $ 1250.00

08213 Tear-off existing roof and install new

Remove existing roofing materials to sheathing. Replace defective sheathing up to 96 sq. ft. In excess see Local Rehab Specialist for change order. Install felt roofing with top lap of 2" and end lap of 4". Install drip edge at eaves first and finish with drip edge along the rakes. Install ice guard so that it shall extends a minimum or 24" past the exterior wall line of the home for the entire perimeter of the roof. Install a dimensional shingle, square butt, self-sealing fiberglass strip shingles with a 30-year warranty. Joints to be staggered. Install new drip edge, vent boots, and Replace the rust deteriorated flashing. Shingles are to over-hang the drip edge approximately 1/2" or as specified in the manufactures directions. Install a shingle over style ridge-vent. Vent is to extend as far as possible for maximum ventilation. Homeowner chooses color of shingle from contractor's sample.

NOTE: If additional sheathing needs replaced the contractor is to contact the local C.H.I.P. office before sheathing is replaced for approval.

1.0 Bid Price $ 8640.00

11004 Install aluminum fascia and vinyl soffit.

(THE SOFFITS, AND GABLE WALLS ARE LEAD)

Repair/replace rotten fascia boards. Install aluminum fascia and vinyl soffit for the front and back of home. This spec includes installing soffit for any porch ceilings. Homeowner chooses color from contractors' samples.

NOTE: This is just for the front and back of the house.

NOTE: We are also going to use soffit and run it vertically on the upper gable wall. You will need to install Tyvek and Gable vents.

NOTE: This is a lead safe project the intent is rehab, and to preserve the integrity of the home.

1.0 Bid Price $ 5000.00

15232 Install GFCI in a weatherproof box for exterior of house.

Install a GFCI outlet in a NEC approved weatherized box. Include the installation of a new 12-2wg wire and breaker. Exterior outlets are to be on a dedicated circuit and should be located at the front and rear of the home.

2.0 Bid Price $ 300.00

02 Livingroom

15318 Install a 4-way light fixture system

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

NOTE: This is going to be to a receptacle of the homeowner's choice.

1.0 Bid Price $ 450.00

16325 Install Low E vinyl replacement window

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

1.0 Bid Price $ 500.00

03 Hallway

15225 Install grounded receptacle.

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

1.0 Bid Price $ 300.00

15315 Install ceiling fixture and switch

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

1.0 Bid Price $ 600.00

15316 Install globed light fixture for the closet.

Install a globed light fixture. Repair all tear out ready for paint.

1.0 Bid Price $ 250.00

04 Bathroom

15332 Install homeowner's light fixture.

Remove existing fixture and install homeowners specified fixture.

NOTE: This is for over the sink, there may be some drywall repair.

1.0 Bid Price $ 500.00

15927 Install exhaust fan and light combo.

Install an exterior-ducted vent fan per manufactures instructions and recommendations on CFM for the square footage of the room. Unit needs to have a damper and to be a minimum of 4.5 sones or lower. Unit is to be vented to exterior of home using smooth wall duct and include a wall or roof vent dedicated for the unit. Termination of vent is to be a minimum of 3' away from eves of house. Fish all wire and repair all tear-out.

1.0 Bid Price $ 475.00

05 Master

00000 Separate fan and light

Separate fan and light so they are on their own switches.

1.0 Bid Price $ 300.00

15225 Install grounded receptacle.

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

1.0 Bid Price $ 300.00

06 Bedroom 1 (Girls room)

15225 Install grounded receptacle.

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

2.0 Bid Price $ 600.00

07 Bedroom 2 (Boys room)

15235 Install 3-way switches to existing fixture

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

NOTE: The fan and light will need to be on their own switches.

1.0 Bid Price $ 750.00

08 Kitchen

15314 Install ceiling fan light and 3-way switch.

Install ceiling fan light on 3-way switch. Switches are to be located as per bid tour directions. homeowner chooses style of fixture up to $85.00. Repair all tear out.

NOTE: This is going to be a ceiling fan and light.

1.0 Bid Price $ 800.00

09 Basement

00000 Remove basement ceiling

Remove and clean up all debris from basement ceiling.

NOTE: We are NOT replacing the ceiling.

1.0 Bid Price $ 300.00

15235 Install 3-way switches to existing fixture

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

1.0 Bid Price $ 300.00

10 Laundry room

00000 Install switch

Install switch to existing lights. So, the laundry room will have its own switch.

1.0 Bid Price $ 300.00

14121 Install a Return air and supply air distribution system.

1. Install galvanized return run to code. In general, not less than 2 square inches of return and supply for each 1,000 BTU/hr. input rating for the furnace, OR not less than 6 square inches of return and supply for each 1,000 BTU/hr. input rating of furnace IF air-conditioning is present. Include cutting in and installing metal grate at floor level. Include all wall plaster or drywall repair. Install a sealed air filter chamber for furnace. NO RETURN AIR IS PERMITED FROM A BASEMENT, BATHROOM, KITCHEN, & LAUNDRY AREA'S. 2. Fabricate and install new galvanized plenum and Trunk line with supply lines off the trunk line. DO NOT INSTALL a register in the plenum or trunk line. Install a 3' heat run for the basement with a register on it. Insulated Flex Duct is to be used in crawlspaces, supported every 4' with 1 1/2" nylon strap. Do not exceed 14' total for a flex duct run. All return air duct joints/seams shall be sealed with

mastic. TAPE IS NOT PERMITTED.

2. Contractor is to include Manual D calculations to the CHIP Office before any payment will be released.
3. Cold air returns will need to be installed in all allowable rooms. NOT A CENTRAL RETURN.
4. This will include 3 heat runs in the basement.
5. The old distribution system is wrapped in Asbestos. I have a quote from an Asbestos remove company. The name is 1st Choice Staffing Service LLC. His name is David Sok he can be reached at 614-596-1646. I have attached a copy of his quote of $1860.00. You do not have to use this contractor, I just wanted to provide you with someone that would do it if you didn't know anyone.

1.0 Bid Price $ 7860.00

14500 Install dryer vent

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

1.0 Bid Price $ 300.00

15132 Install new 200-amp service & complete rewire.

Contractor is to install a new weather head, service mast, entrance cable, meter base, 200-amp service, all new wires, device boxes, switches, and receptacles. Each of the standards contained in this spec shall be used. In addition, the requirements of the National Electrical Code related to each standard shall be applied, along with the principles of safety, capacity, and convenience. Installation of all new electrical wiring, fixtures and equipment shall be done in a neat and workmanlike manner. Secure fastening of fixtures and equipment: Fixtures, boxes, and other equipment shall be securely fastened to the framing members by mechanical means, such as bolts, screws, rivets or approved clips. All light fixtures shall be mounted on approved boxes. All existing receptacle, switch, and junction boxes shall contain a proper cover plate. Specific location requirements: All wiring, switches, receptacles, fixtures, boxes, conduit, fittings and other equipment located in damp or wet locations, that is exposed to direct sunlight, or that is buried shall be appropriately weatherproof, designed and listed for the location, and protected from physical damage as required by the NEC (See articles 310, 312, and 314). Listing of material and equipment: All material and equipment used in electrical installations shall be listed or labeled by a qualified electrical products testing laboratory such as â ULâ or â CSAâ as defined by

NEC Article 90-7. Grounding All electrical systems shall consist of a single phase three wire grounded neutral service entrance and shall provide system grounding and equipment grounding protection. The service panel shall be connected to the grounding electrode system and (2) 8' galvanized or copper clad steel ground rods. Where present, even if the plumbing system is not metal where it leaves the house, metal water pipes shall be bonded to the grounding electrode as a means of grounding the plumbing system to prevent the piping and/or fixtures from becoming energized and hazardous. All wiring and equipment shall conform to the grounding requirements of the NEC. All connections of electrical cables, raceways and equipment shall comply with rules pertaining to grounding continuity. Sizing / Panel The service entrance cable shall have the same rating (amperage) as the meter base and the service equipment. The panel shall bear the UL label and shall be marked as suitable for service equipment. All panel circuits shall be clearly, accurately, and permanently labeled with tags provided and all unused openings shall be properly plugged, capped or sealed with listed material. Sub-panels, add-on boxes or disconnects to existing services for additional circuits, shall be allowed only if the existing service equipment is listed and designed for such extension and the installation is in compliance with the NEC. All nominal 240 volt appliances or equipment, except individual baseboard heating units, shall be on separate circuits. Each 240 volt circuit shall be sized per the manufacturerâ s instructions and the NEC, to match the needs of the appliance for which it is intended. Dedicated circuits for the following appliances shall be provided. The circuits for these appliances shall be sized per the manufacturerâ s instructions and the NEC. This will minimize the hazards of overloaded circuits, increase efficiency, and ensure future capacity for installation of additional convenience outlets: Refrigerators, Freezers, Electric Range, Washing machine, Clothes dryer, Electric Water heater, Garbage disposal, Furnace, Microwave oven, Air conditioner, Dishwasher, Water Well & sump pumps, Septic aerators, and Other major electricity consuming appliances All circuit wiring shall be properly sized to serve the load. The loads shall be divided among various circuits to attain a close balance of probable or calculated load as per NEC Article 220-4 (d). Wiring All 2-wire, and cloth covered 3-wire wiring shall be replaced with 3-wire, grounded wiring, as required by the NEC. All unused switches, receptacles, fixtures and conductors shall be removed, where accessible. Any unused openings in outlet, device, pull and junction boxes, conduit bodies and fittings, raceways, cabinets, auxiliary gutters, equipment cases or housings shall be effectively closed with knockout seals. All splices shall be placed in accessible, approved junction boxes which are properly covered as required by NEC Article 370. All knob-and-tube wiring located in open cavities (e.g. open joist attics, basements) shall be replaced. Receptacles All replacement receptacles shall be listed or labeled by a qualified electrical products testing lab and installed per the manufacturerâ s instruction. All boxes shall be specifically designed for the purpose, properly sized, mechanically secure and have attached cover plates installed. Receptacles located in damp or wet areas shall be weatherproof and the wiring shall be run in boxes, conduit and fittings listed for wet locations as required by NEC Article 312.ceptacles. All exterior outlets shall be installed in "Exterior in use bubble

cover boxes". Grounded receptacles shall not be used with two wire, ungrounded circuits. Tamper resistant receptacles and arc fault breakers shall be installed in all rooms of the house, with the exception of laundries, kitchens, bathrooms, garages, and unfinished basements. All washing machines are to have GFCI protected Single use outlets. All receptacles located in the floor shall be either installed in an approved box listed and labeled for such use or shall be moved to the wall. Metal plates, or another safe method or material shall be used to cover the floor opening. Receptacles shall not be installed above electric baseboard heaters, unless provided for by the exception noted in NEC Article 210-52 (a). All habitable spaces, occupiable spaces, laundry rooms and basements shall have receptacles. In each family room, dining room, living room, parlor, library, den, sun room, bedroom, recreation room, or similar room or area, receptacle outlets shall be installed so that at a minimum each wall has at least one receptacle; or in habitable spaces (i.e. bedrooms, living rooms, parlors, dining rooms and similarly used rooms), receptacles are spaced so that no point along the perimeter of the floor is more than 6' from a receptacle per NEC 210.52. Wherever practical, receptacle outlets should be spaced equal distances apart. The bathroom shall be required to have at least one receptacle outlet, which shall be GFCI protected, and shall be located within 3 feet of the outside edge of each basin. The receptacle shall be located on a wall or partition that is adjacent to the basin or basin countertop, or on the side or face of the basin countertop, not more than 12 inches below the countertop. Receptacles shall not be located within or directly over a bathtub or shower stall. The kitchen shall have the equivalent of 2 GFCI protected duplex receptacles, on two separate 20 amp appliance circuits, at the kitchen counter top space, as a minimum. Kitchens should have GFCI protected receptacles installed at each wall counter space every 48 inches, so that no point along the counter line is more than 24 inches from a receptacle outlet. The kitchen shall also be provided with a non-GFCI protected receptacle for the refrigerator which should be located directly behind the refrigerator. Receptacles installed on a branch circuit shall have the same ampere rating as the branch circuit itself. All newly installed (3 wire grounded system)15 amp and 20 amp 120 volt receptacles shall be of the grounding type as required by NEC Article 210-7(a). Switches Switch location: Switches shall not be installed in tub or shower areas. New switches shall not be located behind the door swing. All new wall switches shall be located for convenient and readily accessible use. All light fixtures installed in closets shall be surface mounted or recessed incandescent with all lamps completely enclosed, or a surface mounted or recessed fluorescent fixture with enclosed lamps and shall be installed on the wall 6 inches away from any storage as required by NEC Article 410-8. Smoke Detectors Each dwelling shall have approved smoke detectors, installed in accordance with the manufacturerâ s instructions, located as described in the RRS 6.6.3. n (each bedroom, common area outside bedroom, living area, basement, and 2nd floor if applicable). Smoke detectors shall draw their primary power from the building wiring, with battery backup, and without interruption except for that required for over-current protection. Power shall be 120 volts. The wiring shall be interconnected, so that all detectors sound the alarm when any one senses smoke. Choose a circuit used often such as a bathroom light

so that if the circuit fails it is noticed immediately. NOTE: Important Changes to the 2008 National Electric Code for Residential Use >Receptacles in residential garages, accessory buildings, unfinished basements, and crawlspaces must be GFCI protected or type. This includes refrigerators, freezers, and other equipment, regardless of accessibility. >Combination type AFCI breakers (Arc Fault) breakers are required on all circuits for the following rooms; family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas. >GFCI outlets are required on all outside decks and porches except when less than 20 square feet. >A three or more hole ground bus bar is required to be installed outside at service location for grounding of telephone, cable, or satellite systems. >Drywall around panels must be repaired to within 1/8â of the edge. >Junction boxes for heavy lights or fans must be marked for that purpose. >Romex is not allowed for use in wet or damp locations. >Romex must be protected in all types of locations from physical damage. >Romex can only be run 2 cables per hole to prevent heat buildup. >Sealtite must be used in exterior wet locations. BX metal flex can no longer be used. >Receptacles used outside must be marked Weather Resistant. >All receptacles, including GFCI types, must be Tamper Resistant.

1.0 Bid Price $ 7,500.00

11 Garage

17111 Install overhead garage door
(THE DOOR, AND JAMB ARE LEAD)
Use 6 mil poly and tarps for work area. HEPA-VAC any paint chips/debris as work proceeds. Inspect header for proper size and type and insure it is level. Inspect jambs for plumb. Install complete 4 section, 4 panel, locking specified steel garage door with vinyl or fiberglass backing, insulated, stops, hardware and exterior trim. Tracks, hinges and bolts shall be galvanized steel. Track bearings shall have ball bearing races. Lubricate all springs, rollers, hinges and locks after installation. Wrap old door components in 6 mil poly and dispose.

NOTE: You will also need to wrap the door jamb and casing.

NOTE: This is an Abatement Procedure.

1.0 Bid Price $ 1400.00

Total Project Bid Price $ 35,975.00

INCLUDES AMENDMENTS

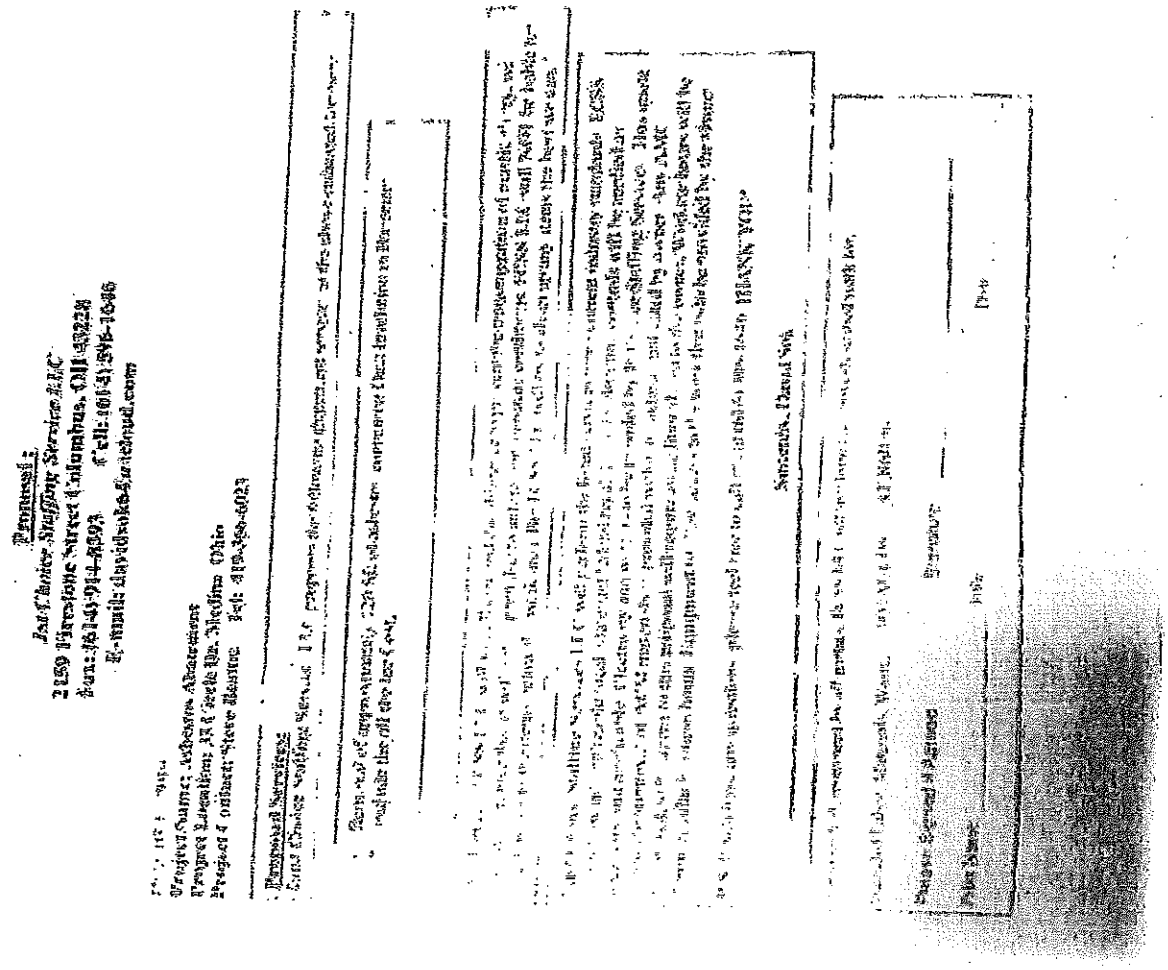
Hello Steve. This is the Asbestos Removal quote on 33 Circle Dr

David Sok <davidsok64@icloud.com>

Thu 6/13/2019 5:20 PM

To: Steve Beattie <steve@ordevelopment.com>

This quote for Removal the whole Duct.
We can't Clean the Duct because the duct stick to the ceiling. We have to take the whole Duct too.
Please let us know. Thanks God blessings.



Sent from my iPhone

M. Cunningham 7/26/2019

AMENDMENTS

This form is provided in order for you to make changes during the Contractor's Tour. Please list each item and include a price.

LINE ITEM	PRICE

Bid Tour Amendment

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

Additions

#	Page	Spec No	Description	Price
1	2	11015	Install vinyl siding, complete (THE SOFFITS, AND GABLE WALLS ARE LEAD) Remove all the existing fiber board siding and dispose of. Provide Tyvek or insulboard. Install a minimum .040" thick vinyl siding on entire exterior. homeowners may choose Dutch lap siding if they want Build out all window and door casings, so siding isn't out further than the casing only if needed. Break aluminum for all the window and door openings. Install all new vinyl soffit for the eves, overhangs and porch ceilings. Repair or replace any defective fascia boards and wrap with coil stock. Aluminum is to be a minimum of .024". The homeowner has choice of color for the aluminum and siding from the contractor€™s samples. NOTE: This is a lead safe project the intent is rehab, and to preserve the integrity of the home.	8640.00
2	1	08515	Remove all old gutters. Remove all old downspouts. Install 5", K-Type or ogee, seamless, .032 aluminum gutter and accessories. Support gutters with hidden hangers, spaced not more than 2' apart. Seal all gutter seams with gutter sealer and secure each seam for both gutters and downspouts with a sheet metal screw. Install matching 3" downspout and accessories. Fasten downspouts to wall with straps every 6 vertical feet. Connect into existing crocks with PVC connector or with mortar. If there are no crocks, then splash blocks to be provided. Gutters are to be either brown or white.	1200.00

Total

Deletions

#	Page	Spec No	Description	Price
1	2	11004	Install aluminum fascia and vinyl soffit. (THE SOFFITS, AND GABLE WALLS ARE LEAD) Repair/replace rotten fascia boards. Install aluminum fascia and vinyl soffit for the front and back of home. This spec includes installing soffit for any porch ceilings. Homeowner chooses color from contractors' samples. NOTE: This is just for the front and back of the house.	(5000.00)

			NOTE: We are also going to use soffit and run it vertically on the upper gable wall. You will need to install Tyvek and Gable vents. NOTE: This is a lead safe project the intent is rehab, and to preserve the integrity of the home.	
2	2	08213	Tear-off existing roof and install new Remove existing roofing materials to sheathing. Replace defective sheathing up to 96 sq. ft. In excess see Local Rehab Specialist for change order. Install felt roofing with top lap of 2" and end lap of 4". Install drip edge at eaves first and finish with drip edge along the rakes. Install ice guard so that it shall extends a minimum or 24" past the exterior wall line of the home for the entire perimeter of the roof. Install a dimensional shingle, square butt, self-sealing fiberglass strip shingles with a 30-year warranty. Joints to be staggered. Install new drip edge, vent boots, and Replace the rust deteriorated flashing. Shingles are to over-hang the drip edge approximately 1/2" or as specified in the manufactures directions. Install a shingle over style ridge-vent. Vent is to extend as far as possible for maximum ventilation. Homeowner chooses color of shingle from contractor's sample. NOTE: If additional sheathing needs replaced the contractor is to contact the local C.H.I.P. office before sheathing is replaced for approval.	(8640.00)

Total (3800.00)

Include amendment prices in TOTAL Bid price

Marilyn Cunningham 7/23/2019

Contractors Signature Date

FINAL SCOPE OF WORK

TOTAL AMOUNT OF BID = $ 35,975.00

TOTAL BID IN WRITTEN WORDS: THIRTY FIVE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS

The above TOTAL PRICES include all materials, labor and other costs such as overhead, permits, sales tax and profit. They may be accepted by the Owner without change for a period of 30 days after the date this proposal is first publicly opened by the Ohio Regional Development Corp.

The undersigned understands that no commitment whatsoever is made yet to me by the Owner or Entity; and that I am not authorized in any way to begin the Work until a Construction Contract has been fully executed, and a Proceed Order has been received by me.

Date: 7/24/2019 Contractor: GB HAWK CONSTRUCTION Marilyn Cunningham

Owner & Entity Decision: The following decision on this Proposal has been made by the Owner and Entity:

( ) APPROVED AS WRITTEN.

( ) APPROVED CONDITIONALLY:

_____

_____

( ) DISAPPROVED & CANCELLED:

_____

_____

Date: _____ Owner: _____