

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

19-164-9/23 – Budget Amendments

19-165-9/23 – Modify Police Record Clerk & Parking Enforcement Attendant Job Descriptions

19-166-9/23 – PY18 CHIP Grant Payment – 1661 Dannley Dr. Brunswick

19-167-9/23 – PY18 CHIP Grant Payment – 3877 Miller Dr. Brunswick

19-168-9/23 – Then & Now – Trident Insurance Services – Law Dept.

Emerging Technologies Committee

19-169-9/23 – Adopt Cyber Security Incident Response Policy / Acquire Insurance

9/23/19



City of Medina
 P.O. Box 381
 Medina, OH 44258
 Phone: (330) 725-8119
 Fax: (330) 725-8015
 www.medinaoh.org

INVOICE

Invoice Date: September 5, 2019

Bill To: Medina Rotary
 P.O. Box 381
 Medina, OH 44258

Account #: X05-00001-00

Date	Description	Total
09/05/19	Surveillance Camera and Installation at 9/11 Memorial	\$ 2,500.00
	TOTAL AMOUNT DUE	\$ 2,500.00

Please make check payable to the City of Medina for \$2,500.00 and remit to:

City of Medina
 Attn: Finance Director
 132 N. Elmwood Ave.
 Medina, OH 44256

Thank you for your donation!

If you have any questions, please call (330) 725-8861 ext. 1024, or e-mail finance@medinaoh.org.

MEDINA ROTARY CLUB P.O. BOX 381 MEDINA, OH 44258		2409 56-7227/412
PAY TO THE ORDER OF <u>CITY of MEDINA</u>		DATE <u>9-5-19</u>
<u>TWO THOUSAND FIVE HUNDRED</u> & <u>00/100</u> DOLLARS		\$ <u>2500.00</u>
FOR <u>Acct # X05-00001-00</u>		<u>Damele Voss</u>
WESTFIELD BANK Shaping Knowledge. Building Trust.		
MICR LINE: ⑈002409⑈ ⑆041272279⑆ 130831⑈		

RECEIPT

DATE 9-9-17

No. 680296

RECEIVED FROM MEDINA ROTARY CLUB \$ 2500⁰⁰

TWO THOUSAND FIVE HUNDRED & 00/100 DOLLARS

FOR RENT
 FOR SURVEILLANCE CAMERA INSTALLATION 9/11

ACCOUNT #	
PAYMENT #	<u>2409</u>
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

MEMORIAL

FROM _____ TO _____

BY Donna Knack

REQUEST FOR COUNCIL ACTION

No. RCA 19-165-9/23
Committee: Finance

FROM: CSC Commission, Police Chief Kinney

DATE: 9/4/19

SUBJECT: Modifications to Police Record Clerk & Parking Enforcement Attendant Job Descriptions

SUMMARY AND BACKGROUND:

During the recent distribution of the citywide revision of job descriptions when the physical demands were moved to being listed under the essential job functions, a request was received from the Police department asking to make a few corrections to the Police Record Clerk's and the Parking Enforcement Attendant's job descriptions.

Police Records Clerk: The following two items do not apply to record clerks, only communication operators.

Under Education, Training and Experience:

- Will need to maintain a commission as a Deputy Clerk of Courts for the Medina Municipal Court.
- Must be certified in Law Enforcement Automated Data System (L.E.A.D.S) within the first two months of employment.

Parking Enforcement Attendant: Has a line in it that is in conflict with our ordinance. The Parking Attendant is separate from the Violations Clerk appointed by the Mayor. It is the Clerk's responsibility to void parking citations base on good cause.

Under Essential Job Functions:

- Voids written citations for specific acceptable reasons after submission in writing on Department forms.

The Commission has approved the noted changes at the September 4th meeting following Law Director Huber's review. The Commission respectfully requests Council to review and adopt new job descriptions into the Salaries and Benefit Code under 31.07.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

**THE CITY OF MEDINA
JOB DESCRIPTION**

TITLE: Police Records Clerk
REPORTS TO: Police Chief
DEPARTMENT/DIVISION: Police
CIVIL SERVICES STATUS: Classified/Unclassified
JOB STATUS: Full-Time/Part-Time
EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: The individual in this classification performs a wide variety of clerical, computer and typing tasks. It is a responsible administrative position requiring excellent skills for the above-mentioned duties, as well as good judgment in the application of prescribed procedures and methods to routine matters. The employee in this classification must be able to handle contact with the general public, the media, insurance companies, law offices, municipal courts and law enforcement officers both over the telephone and in person. Depending upon the nature of the assignment, work performed by this individual may be done under general supervision and checked by another step in a clerical process or by an immediate supervisor. The position also includes various administrative functions for the detective bureau, the Deputy Clerk of Courts and other miscellaneous duties as assigned. An employee in this classification may be required to serve as a notary public.

ESSENTIAL JOB FUNCTIONS:

Types correspondence from rough drafts and personally composes routine replies to inquiries received.

Types forms, invoices, purchase orders, memoranda, vouchers, reports, requisitions, statistical material, form letters, complaints, warrants, summonses, citations and other business forms.

Answers the telephone and disseminates information in response to inquiries received from the public, law enforcement personnel or government officials.

Cross-indexes and files documents and correspondence alphabetically, numerically or into other classification as instructed.

Locates filed material.

Operates adding machine, calculator, fax machine, copier and other office equipment and fills machines with appropriate supplies when needed.

Assembles data from office records for incorporation into various reports.

Maintains clerical and accounting records.

Opens, reviews, distributes, stamps and delivers mail daily.

Receives reports and complaints via phone, personal contact and other sources.

Greets Department visitors.

Issues warrants, summons, jail commitments and various permits and licenses.

Receives and records bonds, waivers, court payments and parking tickets.

Makes copies of audio and video recordings.

Transcribes interviews.

Performs deputy clerk duties of Medina Municipal Court.

Files, maintains and conducts searches of various files.

Furnishes authorized data to city, state and federal officials.

Records and delivers subpoenas to Department personnel.

Enters traffic citations, arrests, trespass notices and other pertinent information into appropriate records storage system.

Conducts complete records checks including background checks.

Maintains reports from Child Services.

Scans statements and associated documents into appropriate records storage systems.

Handles requests to void parking violations.

Receives and completes reports for Police, Fire and LST received by phone, fax or walk-in visitors.

Assists citizens with filing of reports (lost/found items, child visitation disputes).

Stocks and supplies all necessary forms.

Testifies in court as required.

Screens telephone calls for Department personnel.

Maintains regular and consistent attendance.

Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the day.

EDUCATION, TRAINING AND EXPERIENCE:

Considerable office experience, including clerical duties at an entry-level and at least two years previous work experience in a public sector environment.

Considerable experience in computer operations including various applications and programs.

High school diploma or GED, preferably supplemented by business school or college courses in typing and computer operation, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

No criminal record other than minor traffic violations.

~~Will need to maintain a commission as a Deputy Clerk of Courts for the Medina Municipal Court.~~

~~**Certification:**~~

~~Must be certified in Law Enforcement Automated Data System (L.E.A.D.S) within the first two months of employment.~~

QUALIFICATIONS:

Knowledge of:

- Office terminology, procedures and equipment;
- Business arithmetic, English and elementary bookkeeping; and
- Public records laws.

Skilled in:

- Maintaining complex clerical records and preparing reports from such records; and
- Microsoft Windows operating system including Word and Excel software.

Ability to:

- Read and write reports, correspondence, instructions and other business documents;
- Exercise good judgment and have the ability to deal with the general public in a professional manner;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public;
- Make minor decisions in accordance with laws, ordinances, regulations and established policies;
- Maintain confidentiality;
- Understand and follow complex oral and written instructions; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend a large portion of the working day at a desk or computer station. The position includes a high incidence of interaction with citizens, government officials and other municipal employees, occasionally under stressful conditions.

WORKING CONDITIONS:

May be required to work outside normal business hours including weekends, evenings and holidays.

EQUIPMENT USED:

ADDITIONAL REQUIREMENTS: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

**THE CITY OF MEDINA
JOB DESCRIPTION**

TITLE: Parking Enforcement Attendant
REPORTS TO: Chief of Police or Lieutenant
DEPARTMENT/DIVISION: Police Department
CIVIL SERVICES STATUS: Unclassified
JOB STATUS: Part-time
EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: The employee in this classification maintains visibility in the downtown shopping area to assist the public and businesses with information, directions and any other assistance deemed necessary. The employee is responsible for enforcing the parking ordinances within the downtown area and issues parking violations when necessary. During adverse weather conditions the employee may perform various incidental and necessary duties within the Police Department.

ESSENTIAL JOB FUNCTIONS:

Walks the City-owned parking lots and downtown shopping area several times a shift.

Provides assistance to the public and local businesses.

Issues parking citations to vehicles violating the City parking ordinances.

~~voids written citations for specific acceptable reasons after submission in writing on Department forms.~~

Appears for hearings on contested citations when required.

Maintains regular and consistent attendance.

Performs various office related duties as requested.

Able to perform physical demands that include but are not limited to having the strength and endurance to be able to stand or walk for extended periods of time, along with being able to spend time bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.

EDUCATION, TRAINING AND EXPERIENCE:

High School diploma or GED

QUALIFICATIONS:

Knowledge of:

- The City's Parking Ordinances; and
- General Department operations including procedures for contesting citations.

Skilled in:

- Making accurate and legally defensible determinations; and
- Reading and writing citations, correspondence, instructions and other data.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Work with the public often under stressful situations;
- Understand and follow complex oral and written instructions;
- Provide administrative and professional leadership and direction to Department personnel; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

ENVIRONMENTAL ELEMENTS:

This individual works mostly outdoors sometimes in adverse weather conditions.

WORKING CONDITIONS:

May be required to work outside normal business hours including weekends, evenings and holidays.

EQUIPMENT USED:

ADDITIONAL REQUIREMENTS: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

353.04 PARKING VIOLATIONS BUREAU.

A Parking Violations Bureau is hereby established pursuant to Ohio R.C. 4521.04.

(a) The Bureau shall be a division within the Medina Police Department. The Bureau has jurisdiction over each parking infraction that occurs within the City. Notwithstanding any other provision of law to the contrary, each parking infraction that occurs within the City of Medina and the enforcement of such parking infraction shall be handled pursuant to and governed by this chapter.

(b) The operating costs of the Parking Violations Bureau shall be paid by the City of Medina. The Mayor shall appoint a Violations Clerk, necessary clerical employees and hearing examiners. No person shall be employed as a hearing examiner unless such person is an attorney admitted to the practice of law in the State of Ohio or is a former law enforcement officer.

(c) The fines, penalties, fees and costs established for a parking infraction shall be collected, retained and disbursed by the Violations Clerk. The Clerk shall issue tickets for law enforcement officers for the City of Medina and shall describe conditions for issuance and accounting procedures.

(d) The Mayor may contract with any non-governmental entity to provide services in processing, collecting and enforcing parking tickets issued by law enforcement officers and civil judgments and default civil judgments entered pursuant to this chapter.

(Ord. 63-07. Passed 4-23-07.)

353.05 ANSWERS TO CHARGE; JUDGMENTS.

(a) A person who is personally or constructively served with a parking ticket charging the commission of a parking infraction may answer the charge by appearing personally before the Traffic Violations Bureau or by mail. An answer shall be made within ten (10) days from the date of the infraction and shall be in one of the following forms:

(1) An admission that the person committed the parking infraction by payment of any fine arising out of the infraction;

(2) An admission that the person committed the parking infraction, with an explanation of the circumstances surrounding the parking infraction; or

(3) A denial that the person committed the parking infraction and a request for a hearing relative to the infraction. If the person desires the presence, at the hearing, of the law enforcement officer who issued the parking ticket, the person must request the officer's presence in his or her answer.

(b) A person who admits that he or she committed a parking infraction shall, and a person who admits that he or she committed a parking infraction with explanation may, when he or she makes his or her answer, pay the fine arising out of the infraction admitted to the Violations Clerk.

(c) A person who admits that he or she committed a parking infraction with explanation shall submit evidence to the Parking Violations Bureau that explains the circumstances surrounding the parking infraction. The evidence may be submitted in person or, to avoid the necessity of personal appearance may be sent as affidavits and other documentary evidence by mail. The Bureau, when it receives an answer admitting that a person committed a parking infraction with explanation, shall promptly determine whether or not the explanation mitigates the fact that the person committed the parking infraction and shall notify the person, in writing, of its determination.

If the Bureau determines that the explanation mitigates the fact that the person committed the parking infraction, the Bureau shall eliminate or reduce the amount of the fine arising out of the parking infraction. If the fine is eliminated or reduced and the person has previously paid the fine, the amount paid in excess of the revised fine shall be returned to the person. If the fine is eliminated or reduced and the person has not previously paid the fine, the person shall pay only the amount of the revised fine.

If the Bureau determines that the explanation does not mitigate the fact that the person committed the parking infraction, the person owes the entire amount of the fine arising out of the parking infraction, and if the person has not previously paid the fine, the person shall pay the entire amount of the fine. If a person admits that he or she committed a parking infraction with explanation and the person fails to pay the amount of the fine due within ten (10) days after receiving notice of the Bureau's determination the amount of the fine due shall be considered a judgment and shall be treated as if it were a judgment rendered subsequent to a hearing held pursuant to Section 353.07.

(d) A person who denies that he or she committed a parking infraction shall be granted a hearing concerning the infraction. The Bureau shall set a date for the hearing and notify the person, in writing, of the date, time and place of the hearing. The hearing shall be conducted by a hearing examiner of the Parking Violations Bureau in accordance with Section 353.07.

(e) If a person who is personally or constructively served with a parking ticket charging the commission of a parking infraction fails to timely answer the charge, as provided in division (a) of this section, the

Parking Violations Bureau shall issue the proper notification of infraction, pursuant to Section 353.06 and proceed according to such section. Failure to timely answer a charge may result in the imposition of an additional penalty of five dollars (\$5.00).

(f) The issuance of a parking ticket; the filing of or failure to file an answer by a person personally or constructively served with the ticket; the substance of an answer; the payment of any fine, penalty, fee or cost; and any other relevant information shall be entered in the records of the Parking Violations Bureau.

(Ord. 63-07. Passed 4-23-07.)

ok
Dr. Hainmuth
9-4-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-166-9/23

FROM: Sandy Davis

Committee Finance

DATE: 9/4/19

SUBJECT: PY18 CHIP, Private Rehab. At 1661 Dannley Drive., Brunswick, Ohio

SUMMARY AND BACKGROUND:

This is a request for a purchase order for a Private Rehabilitation project as part of the PY18 CHIP grant at 1661 Dannley Drive, Brunswick, Ohio.

The contract amount is \$37,994.00. The request for a purchase order in the amount of \$40,000 to allow for any change orders without going through the process a second time. Any unused funds will be returned to the original account.

Suggested Funding: \$40,000

- 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: To expedite the project and payment to the contractor.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Agreement for Loan/Grant
and
Contract for Housing Rehabilitation

This Agreement made and entered into this 27th Day of August, 2019, between Joan Falk and Absolute 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: 1661 Dannley Dr. Brunswick, OH 44212

Owner Agrees:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of **\$37,994.00** 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 **September 2, 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 **\$37,994.00** 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 **37,994.00**.
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.

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 \$ _____

Total Project Bid Price \$ _____

ABATEMENT

Printed on 06/18/19

Biddable Specifications for 1661 Dannley Dr.

steve-brunswick01

Contact Joan Falk

Spec. Writer 330-225-4408

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.

13127 Install 4" PVC sewer service to street

Install a 4-inch PVC sewer line from structure to connect to City sanitary sewer system. Install clean-outs as required by code. Regrade and seed work area. Spread with straw to reestablish lawn. Includes all sidewalk and road repair created by this installation.

NOTE: I have a quote from Mayer Plumbing for \$6,915.00. They camered the line and quoted them to insert the existing line. I'm ok with installing a new line or putting an insert into the old line. The quote was from 5/28/19 so it is curranty.

1.0 Bid Price \$ _____

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 \$ _____

02 Livingroom

15315 Install ceiling fixture

Install a ceiling-mounted light fixture with lamp and globe. Repair all tear-out. Homeowner picks style of fixture up to \$35.00 per fixture.

1.0 Bid Price \$ _____

15318 Install a 4-way light fixture system

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

1.0 Bid Price \$ _____

15420 Replace exterior light fixture

Replace the existing exterior light fixture. Homeowner picks style of fixture up to \$45.00 each.

1.0 Bid Price \$ _____

03 Bedroom (Son)

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 \$ _____

04 Office

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 \$ _____

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 \$ _____

05 Master

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 \$ _____

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 \$ _____

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 \$ _____

06 Bathroom

13323 Install mixing valve for existing faucet.

Install a thermostatic anti-scald mixing valve for existing faucet. mixing valve is to meet the minimum specs of a Scald shield Mini TMV Product ASSE 1016-T certified unit.

NOTE: This is for the shower.

1.0 Bid Price \$ _____

13324 Install two handle faucet

Install two handled faucet complete with metal pop-up. The faucet is to be chrome plated.

1.0 Bid Price \$ _____

21216 Install new flooring covering.

Remove existing floor coverings to subfloor. Dispose of the old coverings. The homeowner chooses a floor covering such as laminate, vinyl, or carpet. The homeowner's allowance for the floor covering is \$20 a square yard for the actual floor covering material and underlayment or padding. The contractor installs the new covering. Install transition strips between doorways, hallways, and room separations of dislike flooring. Carpet SHALL NOT be an option for bathrooms & Kitchens.

1.0 Bid Price \$ _____

07 Laundry

00000 Install Expansion tank

Install Expansion tank on existing water heater.

1.0 Bid Price \$ _____

13224 Install drain for washer.

Install a PVC drain from washer to main stack as per Plumbing code.

NOTE: You will need to install a Y with a clean out cap.

1.0 Bid Price \$ _____

14015 Install metal flue liner in chimney

Install a metal UL-listed flue liner in chimney per manufacturer's instructions. Size appropriately, Liner to be by Flex liner or equal.

1.0 Bid Price \$ _____

14111 Install central air unit sized for home.

Remove old unit and A-coil if applicable. Install a new Central air unit, platform, plenum, A-coil, and line set as per manufactures directions. Include new wire and breaker. Also install a disconnect panel located by the outside unit. The unit is to be a minimum 13 seer rating. The air conditioner for home by manual J calculations and the duct work needs to be sized by Manual D. Payment will not be released until Manual J & D reports are furnished to the Rehab Specialist.

1.0 Bid Price \$ _____

14116 Install gas high efficiency furnace.

Remove existing furnace and dispose of in an approved manner by O.R.D.C. Size the new furnace according to manual J. Install the appropriate CFM of return Air for the new furnace in general there should not be less than 2 square inches of return and supply for each 1,000 BTU/hr. input rating of the furnace or if air conditioning is present no less than 6 square inches of return & supply for each 1,000 BTU input rating of the furnace. A temperature difference between the supply and return air shall be between 40F and 70F. The furnace needs to be a 2-pipe system. Check gas input by clocking meter and adjust if necessary. Check the firing rate and adjust as needed using a monometer. Include connection to existing gas line and 3" sediment drop. Include new thermostat, filters and filter cap,

include new gas shut-off valve. Include a switch located next to the furnace. System to be located on a separate 15-amp circuit. Install a condensate pump or rigid PVC drain ran to nearest floor drain. ALL Return air joints/seams shall be sealed with mastic. Supply operating manual. Minimum AFUE will be 92%.

NOTE: Contractor is to provide manual J calculations to the CHIP Office before any payment will be released

1.0 Bid Price \$ _____

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 \$ _____

08 Kitchen

13325 Install single lever faucet

Install single lever faucet complete with metal pop-up, drain plug and include chrome plated brass water supply lines connected to stop valves. Request change order if stop valves are not presently installed.

NOTE: This is for the kitchen sink. The homeowner will have a \$100.00. To pick a Faucet.

1.0 Bid Price \$ _____

13431 Replace sink trap

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

NOTE: This will be a P-Trap with a sure vent.

1.0 Bid Price \$ _____

15225 Install grounded receptacle.

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

3.0 Bid Price \$ _____

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 \$45.00 per fixture.

1.0 Bid Price \$ _____

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 \$ _____

21216 Install new flooring covering.

Remove existing floor coverings to subfloor. Dispose of the old coverings. The homeowner chooses a floor covering such as laminate, vinyl, or carpet. The homeowner's allowance for the floor covering is \$20 a square yard for the actual floor covering material and underlayment or padding. The contractor installs the new covering. Install transition strips between doorways, hallways, and room separations of dislike flooring. Carpet SHALL NOT be an option for bathrooms & Kitchens.

1.0 Bid Price \$ _____

09 Garage

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 UL or CSA 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 manufacturer'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 manufacturer'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 manufacturer's instruction. All boxes shall be specifically designed for the purpose, properly sized, mechanically secure and have attached cover plates installed. Receptacles located in damp or wet areas shall be weatherproof and the wiring shall be run in boxes, conduit and fittings listed for wet locations as required by NEC Article 312. Receptacles. All exterior outlets shall be installed in "Exterior in use bubble cover boxes". Grounded receptacles shall not be used with two wire, ungrounded circuits. Tamper resistant receptacles and arc fault breakers shall be installed in all rooms of the house, with the exception of laundries, kitchens, bathrooms, garages, and unfinished basements. All washing machines are to have GFCI protected Single use outlets. All receptacles located in the floor shall be either installed in an approved box listed and labeled for such use or shall be moved to the wall. Metal plates, or another safe method or material shall be used to cover the floor opening. Receptacles shall not be installed above electric baseboard heaters, unless provided for by the exception noted in NEC Article 210-52 (a). All habitable spaces, occupiable spaces, laundry rooms and basements shall have receptacles. In each family room, dining room, living room, parlor, library, den, sun room, bedroom, recreation room, or similar room or area, receptacle outlets shall be installed so that at a minimum each wall has at least one receptacle; or in habitable spaces (i.e. bedrooms, living rooms, parlors, dining rooms and similarly used rooms), receptacles are spaced so that no point along the perimeter of the floor is more than 6' from a receptacle per NEC 210.52. Wherever practical, receptacle outlets should be spaced equal distances apart. The bathroom shall be required to have at least one receptacle outlet, which shall be GFCI protected, and shall be located within 3 feet of the outside edge of each basin. The receptacle shall be located on a wall or partition that is adjacent to the basin or basin countertop, or on the side or face of the basin countertop, not more than 12 inches below the countertop. Receptacles shall not be located within or directly over a bathtub or shower stall. The kitchen shall have the equivalent of 2 GFCI protected duplex receptacles, on two separate 20 amp appliance circuits, at the kitchen 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 manufacturer'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 1/8" of the edge. >Junction boxes for heavy lights or fans must be marked for that purpose. >Romex is not allowed for use in wet or damp locations. >Romex must be protected in all types of locations from physical damage. >Romex can only be run 2 cables per hole to prevent heat buildup. >Sealtite must be used in exterior wet locations. BX metal flex can no longer be used. >Receptacles used outside must be marked Weather Resistant. >All receptacles, including GFCI types, must be Tamper Resistant.

1.0 Bid Price \$ _____

16325 Install Low E vinyl replacement window
(THE SASH IS LEAD)

Remove old window components including storm windows, sash cords, rollers.
Install vinyl, double pane, Low E glass window unit with at least a half screen.
The sashes must be welded and white in color. The window shall be installed with

- 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

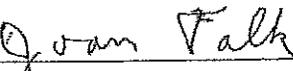
training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 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):

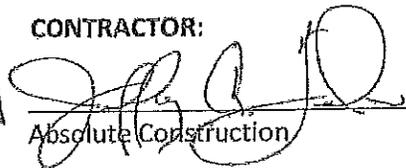


Joan Falk

Owner's Address and Phone Number:

1661 Dannley Dr.
Brunswick, OH 44212

CONTRACTOR:



Absolute Construction

WITNESS:



Malinda Freeman, ORDC

Contractor's Address and Phone Number:

1212 Kale Adams Rd.
Leavittsburg, OH 44430

- d) That the City of Medina will terminate this agreement if I do not do a 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 the City of Medina 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 the City of Medina, Ohio 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 warrants 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 factation 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 November 30, 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.

o.k.
DH amended
9-10-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-167-9/23
Committee Finance

FROM: Sandy Davis

DATE: 9/10/19

SUBJECT: PY18 CHIP, Private Rehab. At 3877 Miller Dr., Brunswick, Ohio

SUMMARY AND BACKGROUND:

This project was recently approved through council Ord. #1900-19 for a Private Rehabilitation project as part of the PY18 CHIP grant at 3877 Miller Drive, Brunswick, Ohio. A Change order was approved to increase the contract amount by \$14,455.00 on 9/9/19. The increase included additional funds bringing the purchase order amount to \$40,000 in order to accommodate any further change orders.

A third change order which was anticipated, has been received in the amount of \$5,038.00 (see attached). This brings the total project cost to \$40,219.00 which is \$219.00 over the purchase order amount. In anticipation of any additional change orders that may be necessary, this request is to increase the purchase order in the amount of \$9,781.00 for a total of \$45,000.

Any unused funds will be returned to the line item from which they were encumbered.

Suggested Funding: \$9,781.00

- 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: To expedite the project and payment to the contractor.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

CHANGE ORDER # 2

Homeowner: Alan Sibits
Address: 3877 Miller Dr. Brunswick Oh.

Additions

#	Page	Spec No	Description	Price
1	1	0000	Replace 1/2 of the main beam that runs though the center of the house. NOTE: The crawlspace is very tight, so we need to remove the flooring to replace it.	\$2,558.00
2	1	0000	Replace the other 1/2 of the main beam. Once we jacked up the house on the one side to repair the beam. The other side split so we are going to sister the half of the beam and replace the supports.	\$1,930.00
3	6	15322	Replace existing ceiling fixture.	\$150.00
4	6	0000	Reinstall the kitchen cabinets.	\$400.00

Total Additions **\$ 5,038.00**

Deletions

#	Page	Spec No	Description	Price

Total Deletions **\$ 0000.00**

Net Difference **\$ 5,038.00.00**

Original Contract Amount \$ 35,181.00

Additions to Contract \$5,038.00

Deletions to Contract \$ 0000.00

New Contract Amount \$ 40,219.00

Rehab Specialist Signature Date

Homeowner Signature Date

Contractors Signature Date



REQUEST FOR COUNCIL ACTION

No. RCA 19-168-9/23

FROM: Gregory Huber
DATE: September 17, 2019
SUBJECT: Authorization of payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

Committee: Finance

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Trident Insurance Services (see attached invoice). The 2019 purchase order was not created until 9/09/19.

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

ORC 5705.41 (D) (1):

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

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment. We would appreciate the resolution being passed through Finance Committee and Council at the _____ meeting.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



TRIDENT

Member Argo Group

DEDUCTIBLE INVOICE# 99971

Date: 9/5/2019

For: City of Medina
OH

Effective Date: 4/1/2011 - 4/1/2012

Claimant: Steven Ray Murphy

To: City of Medina
132 N. Elmwood Ave
Medina, OH 44256
Phone: (330) 725-8861
Fax: (330) 722-9045

Date of Loss: 10/13/2011

Claim No: TNT-0095562

Cause Code: Other

Department:

Description: Clmt is alleging that his children were unjustly removed from his home

Coverage	Description	Policy #	Deductible
Automobile	BI	LE-4623729-00	\$3,397.10
GRAND TOTAL DUE			\$3,397.10

1. Payment is due in full within 10 days from invoice date.
2. Please make checks payable to: Trident Insurance Services.
3. Mail to the address below.

Trident Insurance Services
P.O. Box 974934
Dallas, TX 75397-4934
877-474-8808 toll free phone

Should you have any questions regarding this invoice, please forward your inquiry via email to claims@tridentinsurance.net, attention: Rob St. Jean or call 877-474-8808.

REQUEST FOR COUNCIL ACTION

No. RCA 19-169-9/23

FROM: Sgt. Darin Zaremba – IT

Committee: Emerging Technologies

DATE: September 3, 2019

SUBJECT: Adopt Cyber Security Incident Response Policy & Insurance

SUMMARY AND BACKGROUND:

Requesting City Council adopt a Cyber Security Incident Response Policy.
Consider purchasing Cyber Security Insurance.

See attached.

Estimated Cost: N/A

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

CITY OF MEDINA

CYBER SECURITY INCIDENT RESPONSE POLICY

PURPOSE AND SCOPE

This policy ensures the City of Medina is prepared to respond to cyber security incidents, to protect systems and data, and prevent disruption of government services by providing the required controls for incident handling, reporting, and monitoring, as well as incident response training, testing and assistance.

An incident, as defined in National Institute of Standard and Technology (NIST) Special Publication 800-61, is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard computer security practices. An incident response capability is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the weaknesses that were exploited, and restoring computing services.

RESPONSIBILITIES

All users of City of Medina computing resources shall be aware of what constitutes a cyber security incident and shall understand incident reporting procedures.

Incident Response support resources may include, for example, IT Help Desk and access to forensic services.

AGENCY MANAGEMENT, INFORMATION TECHNOLOGY ORGANIZATION:

Develop organization and system-level cyber security incident response procedures to ensure management and key personnel are notified of cyber security incidents as required.

Organizations that support information systems shall develop incident response plans and/or procedures that:

- Provides the organization with a roadmap for implementing its incident response capability
- Describes the structure and organization of the incident response capability
- Provides a high-level approach for how the incident response capability fits into the overall organization

- Meets the unique requirements of the organization, which relate to mission, size, structure, and functions
- Defines reportable incidents
- Provides metrics for measuring the incident response capability within the organization
- Defines the resources and management support needed to effectively maintain and mature an incident response capability
- Is reviewed and approved by the Mayor or his designee

Revise the incident response plan/procedures to address system/organizational changes or problems encountered during implementation, execution, or testing.

Distribute copies of the incident response plan/procedures to incident response personnel.

Communicate incident response plan/procedure changes to incident response personnel and other organizational elements as needed.

Provide incident response training to information system users consistent with assigned roles and responsibilities before authorizing access to the information system or performing assigned duties, when required by information system changes; and annually thereafter.

Organizations that support information systems shall implement an incident handling capability for cyber security incidents that includes preparation, detection and analysis, containment, eradication, and recovery.

Coordinate incident handling activities with contingency planning activities.

Track and document information system security incidents. Retain and safeguard cyber security incident documentation as evidence for investigation, corrective actions, potential disciplinary actions and/or prosecution.

Promptly report cyber security incident information to appropriate authorities in accordance with organization incident reporting procedures.

Organizations that support information systems shall provide an incident response support resource integral to the organizational incident response capability that offers advice and assistance to users of the information system for the handling and reporting of security incidents.

Possible implementations of incident support resources in an organization include a help desk or an assistance group and, when required, access to forensics services.

OK
Attended
9-19-19

REQUEST FOR COUNCIL ACTION

Addendum to
NO. RCA 18-200-9/23/19 11/13

FROM: Patrick Patton
DATE: September 19, 2019
SUBJECT: Railroad Quiet Zone
Discuss Consultant Proposal

COMMITTEE REFERRAL: Finance

This request asks for Council's discussion of the following attached items:

1. A report regarding a quiet zone submitted to the City by Beacon Marshall
2. A proposal regarding a potential railroad quiet zone in the City

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



Engineers, Surveyors, Planners, Scientists

MEMO

Date: June 14, 2019
To: Terry Noonan, Vice President, Senior Project Manager – Beacon Marshall Companies
From: John Hilborn, PE
Subject: Medina Ohio Quiet Zone Evaluation
Copies: File

Mr. Noonan,

Title 49 of the Code of Federal Regulations (CFR), Part 222 – Use of locomotive horns at public highway-rail grade crossings – includes regulations for quiet zones. The City of Medina is considering a quiet zone for the following at-grade crossings located within the City of Medina, Ohio on the Wheeling & Lake Erie Railway Company (W&LE):

- South Broadway – DOT #002089N
- South Court Street – DOT #002088G
- South Elmwood – DOT #002087A
- Smith Road – DOT #002086T
- South Huntington Street – DOT #002085L
- Prospect Street – DOT #002084E
- Medina Street – DOT #002083X

We evaluated the proposed quiet zone using correspondence provided by client as well as available on-line resources such as Google Earth. At 2,960 feet in length, the proposed quiet zone meets the minimum one-half mile length required by 49 CFR 222.35(a)(1)(i).

All at-grade crossings within a quiet zone must be equipped with constant warning time circuitry, flashing lights and gates, bells if pedestrians are present, and power out indicators. Our research and correspondence from W&LE indicates all at-grade crossings within the proposed quiet zone comply.

A public authority may establish a quiet zone by *public authority designation* if the following requirements are satisfied:

- Supplemental Safety Measures (SSMs) are implemented at each crossing within the proposed quiet zone; or
- The Quiet Zone Risk Index (QZRI) calculated using the Federal Railroad Administration (FRA) Quiet Zone Calculator is at, or below, the Nationwide Significant Risk Threshold (NSRT) without the addition of SSMs; or
- The QZRI is at, or below, the NSRT or the Risk Index With Horns (RIWH) by installing SSMs at selected crossings.

The Quiet Zone Calculator uses the data from the Crossing Inventory Forms to calculate the QZRI. Although the at-grade crossings are within one-half mile of each other, we found the number of trains and timetable speed to be different. W&LE confirmed there are approximately eight trains per day and the timetable speed is 40 miles per hour; we corrected all values accordingly in the Quiet Zone Calculator. The Crossing Inventory Forms are enclosed.

We evaluated the proposed quiet zone using the Quiet Zone Calculator, before the addition of SSM's, and found it to have a QZRI of 17,915. This is greater than the NSRT of 13,811 or RIWH of 10,740, therefore SSM's are required at one or more at-grade crossings to reduce the QZRI to at, or below, the NSRT or RIWH.

Use of the following approved SSM's may reduce the QZRI:

- Temporary closure of a public highway-rail grade crossing
- Permanent closure of a public highway-rail grade crossing
- Grade separation of a public highway-rail grade crossing
- Four-quadrant gates upgrade from two quadrant gates, no vehicle presence detection
- Four-quadrant gates upgrade from two quadrant gates, with medians and no vehicle presence detection
- Four-quadrant gates upgrade from two quadrant gates, with vehicle presence detection
- Four-quadrant gates upgrade from two quadrant gates, with medians and vehicle presence detection
- Four-quadrant gates new installation, no vehicle presence detection
- Four-quadrant gates new installation with medians and no vehicle presence detection
- Four-quadrant gates new installation with vehicle presence detection
- Four-quadrant gates new installation with medians and vehicle presence detection
- Mountable medians with reflective traffic channelization devices
- Non-traversable curb medians with or without channelization devices
- One-way streets with gates.

Of these approved SSM's, non-traversable curb or mountable medians with reflective traffic channelization devices are the easiest and least expensive to implement. The medians must extend at least 100 feet from the gate arm; however, they may reduce to 60 feet if an intersection is located within 100 feet of the gate arm. Intersections including commercial driveways within 60 feet of the gate arm must close or relocate. Installing medians at any at-grade crossing is not possible due to intersections and/or commercial driveways.

We also considered four-quadrant gates with vehicle presence detection. Since South Broadway and South Court Street each have the highest risk index based on the Annual Average Daily Traffic (AADT), implementing four-quadrant gates with vehicle presence detection at each at-grade crossing reduced the QZRI below the NSRT.

We did not consider other SSM's in our analysis. Closure of an at-grade crossing such as Medina Street will be difficult to achieve politically. A grade separation is not possible. Finally, one-way streets are not feasible since they require 100 feet of non-traversable curb on the opposite side of the street from the gate mechanism.

We did not evaluate the use of modified SSMs or ASMs since their use requires *public authority application* to FRA.

Although implementing four-quadrant gates with loop presence detection at only two at-grade crossings satisfies the requirements of the quiet zone regulation, the FRA will annually compare the NSRT to the QZRI. If the NSRT falls below the QZRI, FRA will notify the City and within 6 months, the City must provide a written commitment to FRA to reduce the QZRI below the NSRT or RIWH. If the City does not provide a response, the quiet zone will terminate. The City has up to three years to complete installation of additional SSMs or ASMs and reduce the QZRI below the NSRT or RIWH. The FRA does not conduct an annual review of the quiet zone if every at-grade crossing has at least one SSM, or if the QZRI is at, or below, the RIWH.

The City will be required to write the FRA every 2 ½ to 3 years after establishment of the quiet zone, confirming the SSMs implemented within the quiet zone continue to conform to the regulation. This includes providing updated Crossing Inventory Forms. If SSMs are installed at every at-grade crossing within the quiet zone, this requirement extends to 4 ½ to 5 years.

An Opinion of Probable Cost is enclosed. The estimated costs are to add two additional gate mechanisms to the existing systems with loop presence detection. Power-out indicators consisting of a mast-mounted illuminated "X" are also included if W&LE requires them.

In summary, installing four-quadrant gates at two at-grade crossings will meet the requirements of the quiet zone regulations. However, the City should be prepared to install additional SSMs or ASMs at one or more additional at-grade crossings in the future if required by FRA.

Enclosures:

- Crossing Inventory Forms
- FRA QZ Calculator Report – 4 Quad Gates Broadway and Court.pdf
- Medina Quiet Zone Opinion of Probable Cost

MEDINA, OHIO QUIET ZONE

OPINION OF PROBABLE COSTS
 PROJECT NO. 20190653
 PREPARED: JUNE 14, 2019



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers, Surveyors, Planners, Scientists

Item No.	Description	Quantity	Unit	Unit Price	ENGINEER'S OPINION	
					Subtotal	Total
CONSTRUCTION COSTS (LABOR AND MATERIALS):						
SIGNAL						
1	Item 530 - Special, Four-quadrant Gate System With Addition of Two Gate Mechanisms and Loop Presence Detection, Complete in Place	2	EA	\$150,000.00	\$300,000	
2	Item 530 - Special, Mast-Mounted Power Out Indicators, Complete in Place Including Power Out Indicators, Mast, and Cable.	7	EA	\$5,000.00	\$35,000	
3	Item 530 - Special, Advance Warning Signs	14	EA	\$200.00	\$2,800	
Signal Subtotal:						\$337,800
SUBTOTAL CONSTRUCTION COSTS						
						\$337,800
Contingency					15%	\$50,670

TOTAL OPINION OF PROBABLE PROJECT COST (INCLUDES CONTINGENCY): **\$388,470**

Notes:

1. Unit abbreviations: EA = Each
2. Opinion of Probable Costs excludes engineering and construction management.
3. Four-quadrant gate system assumes existing crossing circuitry and house do not require upgrades or replacement to handle two additional gate mechanisms.



September 17, 2019

Mr. Patrick Patton, PE
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, OH 44256

RE: City of Medina Quiet Zone Evaluation Proposal

Dear Mr. Patton:

CTC, Inc. is pleased to submit this proposal and estimate to provide quiet zone planning services for the City of Medina. The ten (10) crossings on Wheeling & Lake Erie Railway include W. Smith Rd., State Rd., S. Medina St., S. Prospect St., S. Huntington St., W. Smith Rd., S. Elmwood Ave., S. Court St., S. Broadway St. & Guilford Blvd.

Scope of Services

Our proposed scope of services will consist of the following work tasks:

Quiet Zone Planning

1. Conduct preliminary investigation
2. Coordinate & conduct diagnostic team meeting
3. Conduct quiet zone calculation and analysis
4. Prepare feasibility study including budget level cost estimates
5. Provide progress updates, attend meetings
6. Provide project management, accounting and administration

Deliverables:

1. Three (3) on-site meetings
2. Feasibility study

Fee for Services

We propose to complete these services for a fee of \$49,813. Attached is a detail scope and fee for your review. Any additional amount in excess of the estimated fee for this project due to unforeseen project complexities must be authorized by you, the client in advance. Billing will be monthly on a time and material basis. If this proposal is acceptable, please provide an engineering services agreement, purchase order or other authorization document in accordance with City policy for CTC to begin work.

www.ctcinc.com



We appreciate the opportunity to provide this proposal. If you have any questions or need additional information, please do not hesitate to call me at (817) 886-8215.

Sincerely,

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

Kurt Anderson
CTC, Inc.

Accepted:

Mr. Patrick Patton – City Engineer
City of Medina

Date

www.ctcinc.com

Project Task	CTC Cost
Task 1 - Preliminary Investigation	\$15,798.26
Task 2 - Coordinate/Conduct Diagnostic Meetings	\$12,257.50
Task 3 - QZ Calculations and Analysis	\$5,711.19
Task 4 - Feasibility Study	\$16,046.29
Task 5 - QZ Establishment	\$0.00
TOTAL COST:	\$49,813.24

NOTE: Fee includes 3 on-site meetings (DFW to Medina) and collecting traffic count data at each crossing (assuming \$500 per crossing).

Task 1 - Preliminary Investigation/Risk Index Update & Review

Project/Task Items	Sr Proj Mgr	Sr Traffic Engr	Project Mgr	Engr Tech	Project Supervisor	CAD	Proj Acctg	Clerical	Totals
Data Collection - determine existing circuitry, provide USDOT grade crossing inventory data			1		8				9
Develop preliminary QZ recommendations and conceptual plans, complete preliminary QZ calculations, provide summary of plan for diagnostic meeting	1		4		20	20			45
Collect field data at crossings - Trip #1					16				16
Provide status updates to agency					4				4
Project management, accounting, administration	1		2		8		3	1	15
Totals	2	0	7	0	56	20	3	1	89

Classification	Hours	Billing Rate	Totals
Sr. Project Manager	2	\$273.42	\$546.85
Sr Traffic Engineer	0	\$210.93	\$0.00
Project Manager	7	\$171.86	\$1,203.02
Engineering Tech	0	\$105.46	\$0.00
Project Supervisor	56	\$85.93	\$4,812.08
CAD	20	\$109.36	\$2,187.25
Project Accounting	3	\$83.59	\$250.77
Clerical Support	1	\$70.30	\$70.30
Totals	89		\$9,070.26

Direct Expenses	Number	Cost
Airline Travel	1 Trips	\$ 750.00
Car Rental/Gas	3 days	\$ 375.00
Automobile expense	50 miles at .58	\$ 28.00
Airport Parking	3 days	\$ 75.00
Toll Road Fees	days	\$ -
Lodging	2 man-days	\$ 350.00
Meals	3 man-days	\$ 150.00
Total Direct Expenses		\$ 1,728.00

Traffic Count Data Collection	\$5,000
Total Labor	\$9,070
Total Direct Expenses	\$1,728
Total Task Fee =	\$15,798

Task 2 - Coordinate Diagnostic Meetings

Project Task Items	Sr Proj Mgr	Sr Traffic Engineer	Project Mgr	Engr Tech	Project Supervisor	CAD	Proj Acctg	Clerical
Coordinate with WLE			1		4			
Coordinate and schedule diagnostic meeting with agency, FRA, railroads, and DOT			1		2			
Diagnostic meeting preparation, documents, rev/ew	1		2		8	2		
Conduct diagnostic team review on-site - Trip #2			16		16			
Prepare diagnostic notes, provide to stakeholders for review and comments - revise as needed			1		12			
Provide status updates to agency					8			
Project management, accounting, administration	1		1		8		3	1
	2	0	22	0	58	2	3	1

Classification	Hours	Billing Rate	Totals
Sr. Project Manager	2	\$273.42	\$546.85
Sr Traffic Engineer	0	\$210.93	\$0.00
Project Manager	22	\$171.86	\$3,780.92
Engineering Tech	0	\$105.46	\$0.00
Project Supervisor	58	\$85.93	\$4,983.94
CAD	2	\$109.36	\$218.73
Project Accounting	3	\$83.59	\$250.77
Clerical Support	1	\$70.30	\$70.30
Totals	88		\$9,851.50

Direct Expenses	Number	Cost
Airline Travel	2 Trips	\$ 1,500.00
Car Rental/Gas	2 days	\$ 250.00
Automobile expense	100 miles at .58	\$ 56.00
Airport Parking	2 days	\$ 50.00
Toll Road Fees	2 days	-
Lodging	2 man-days	\$ 350.00
Meals	4 man-days	\$ 200.00
Total Direct Expenses		\$ 2,406.00

Total Labor	\$9,851
Total Direct Expenses	\$2,406
Total Task Fee =	\$12,257

Task 3 - Quiet Zone Calculations and Analysis

Project Task Items	Sr Proj Mgr	Sr Traffic Engr	Project Mgr	Engr Tech	Project Supervisor	CAD	Proj Acctg	Clerical	Totals
Develop final QZ safety recommendations and conceptual plans, complete final QZ calculations with complete data	1		2		8	16			27
Review final recommendations with agency, determine preferred options			2		4				6
Provide status updates to agency					4				4
Project management, accounting, administration	1		2		8		3	1	15
Totals	2	0	6	0	24	16	3	1	52

Classification	Hours	Billing Rate	Totals
Sr. Project Manager	2	\$273.42	\$546.85
Sr Traffic Engineer	0	\$210.93	\$0.00
Project Manager	6	\$171.86	\$1,031.16
Engineering Tech	0	\$105.46	\$0.00
Project Supervisor	24	\$85.93	\$2,062.32
CAD	16	\$109.36	\$1,749.80
Project Accounting	3	\$83.59	\$250.77
Clerical Support	1	\$70.30	\$70.30
Totals	52		\$5,711.19

Direct Expenses	Number	Cost
Airline Travel	Trips	\$ -
Car Rental/Gas	days	\$ -
Automobile expense	miles at .58	\$ -
Airport Parking	days	\$ -
Toll Road Fees	days	\$ -
Lodging	man-days	\$ -
Meals	man-days	\$ -
Total Direct Expenses		\$ -

Total Labor	\$5,711
Total Direct Expenses	\$0
Total Task Fee =	\$5,711

Task 4 - Final Feasibility Study

Project Task Items	Sr Proj Mgr	Sr Traffic Engr	Project Mgr	Engr Tech	Project Supervisor	CAD	Proj Acctg	Clerical	Totals
Determine estimated costs for quiet zone improvements and railroad upgrades			8	4	24				36
Prepare draft feasibility study and submit to agency	4		4		40	8			56
Review draft feasibility study with agency			4		4				8
Finalize feasibility study			2		8				10
Present feasibility study findings to agency and council - Trip #3					16				16
Provide status updates to agency					8				8
Project management, accounting, administration	1		2		12		3	1	19
Totals	5	0	20	4	112	8	3	1	153

Classification	Hours	Billing Rate	Totals
Sr. Project Manager	5	\$273.42	\$1,367.11
Sr. Traffic Engineer	0	\$210.93	\$0.00
Project Manager	20	\$171.86	\$3,437.20
Engineering Tech	4	\$105.46	\$421.85
Project Supervisor	112	\$85.93	\$9,624.16
CAD	8	\$109.56	\$874.90
Project Accounting	3	\$83.59	\$250.77
Clerical Support	1	\$70.30	\$70.30
Totals	153		\$16,046.29

Direct Expenses	Number	Cost
Airline Travel	1 Trips	\$ 750.00
Car Rental/Gas	2 days	\$ 250.00
Automobile expense	50 miles at .58	\$ 28.00
Airport Parking	2 days	\$ 50.00
Toll Road Fees	days	\$ -
Lodging	1 man-days	\$ 175.00
Meals	2 man-days	\$ 100.00
Total Direct Expenses		\$ 1,353.00

Total Labor	\$16,046
Total Direct Expenses	\$1,353
Total Task Fee =	\$17,399

AKH
11-6-18

REQUEST FOR COUNCIL ACTION

NO. RCA 18-200-11/13

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: November 6, 2018

SUBJECT: Discussion of Potential Railroad Quiet Zones

This request is to ask Council to review and discussed the possibility of establishing Railroad Quiet Zones in the City of Medina. Attached, please find information regarding quiet zones, including an estimate of costs.

Thank you for your consideration.

Pat. #1 priority safety
Application Process

\$15,000 / intersection \$150,000 total
10 main line crossings

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Huber: Not a good idea

Sufficient Funds in Account Number:

4/ trains/day

Transfer Needed from: To:

No on channelization devices.

New Appropriation Account Number:

3-25-19 ① Delineator (channelization Devices)
② Raised medium

Emergency Clause Requested: No
Reason:

③ Tower Quadrant Gates

Focused only on wheeling + Lake Erie RR.
Min. 1/2 mile in length

COUNCIL USE ONLY:

Pat. Have to request Quiet Zone
Marshall - pledged \$50,000 of his \$
time/mile - would like to get moving.
Conductor. has capability to override no blow zone.
Huber - Put in very best

COMMITTEE RECOMMENDATION:

Council Action Taken: 11/13/18 Hold

Ord./Res. Number:

3-25-19 Pat - We would have to install
an addl safety measure

Date:

Charles Marshall - Developer. Complemented Pat
Dennie. Residents would be happy.
need to consider liability

Hold. Pat get further info (-) get diagnostic.
To go through the process, we're saying

DS/PR Pat make application to quiet zone 6-2

POTENTIAL COSTS FOR A RAILROAD QUIET ZONE IN THE CITY OF MEDINA

BACKGROUND

Federal regulations requires that locomotive horns begin sounding 15 to 20 seconds before entering public highway grade crossings. The local public authority is permitted to create a reduced train horn area. In order to create this area, the section of rail line must to be considered for a Quiet Zone must be a minimum of one-half mile in length.

All at-grade crossings within the Quiet Zone must be equipped with flashing lights and gates. The train horn sound is considered as a safety measure, as such in order to remove it, Supplemental Safety Measures (SSMs) or Alternative Safety Measures (ASMs) measure must be provided. These can include:

1. Channelization devices (least costly – examples attached)
2. One way streets
3. Four quadrant gate systems
4. Raised concrete medians
5. Temporary or permanent crossing closures

The Federal Railroad Administration (FRA) ultimately has jurisdiction in approving a Quiet Zone.

ESTABLISHMENT PROCESS

In order to create a Quiet Zone a review and analysis of each of the at-grade crossings must be completed. The process includes notifications to various local, state and federal entities, as well as inspections and inventory of each crossing. In addition, the establishment process includes a comprehensive review of to establish the levels of risk at each crossing caused by the removal of the train horn requirement and the implementation of the proposed SSM's.

The request is ultimately submitted to the FRA for their review. Other state and federal agencies (ODOT, the PUCO, etc.) will be notified and will complete a review and provide comment to the FRA.

It is only after completion of the review process that it can be determined which SSM will be required at each of the at-grade crossings in order to establish a quiet zone. It should be understood that cost estimates completed prior to completing the review process may be significantly low if the analysis indicates an alternate SSM is necessary.

ESTIMATED COSTS

NOTES:

1. Until the grade crossing analysis is completed, we will not know for sure which supplemental safety measures are acceptable. It is possible that one or more of the SSMs included in the options below would not be acceptable after completion of the analysis. In addition, we have assumed 100 foot approach lengths for the channelization devices and the raised concrete medians; we need to recognize that after the diagnostic review, longer approach lengths may be required. If required, this would increase the installation cost for those crossings.

2. This cost analysis does not include establishing a quiet zone on the City of Medina railway. The City of Medina railway has six (6) at grade crossings, only three (3) of which currently have gates and flashers.
3. Within the City of Medina, the Wheeling & Lake Erie Railway (W&LE) system includes ten (10) mainline at-grade crossings (the double spur crossing on W. Smith Road was not considered as part of this Quiet Zone discussion).
4. All ten (10) at-grade crossings on the W&LE have gates and flashers
5. This analysis includes a budget estimate for both extending the Quiet Zone through the entire City as well as establishing a shorter Quiet Zone. The minimum length of a Quiet Zone is ½ mile. Extending from S. Broadway to ½ mile west, the minimum quiet zone would encompass seven (7) at grade crossings (at Prospect, Vine, N. Huntington, W. Smith, S. Elmwood, S. Court and S. Broadway). In addition to providing a budget estimate to establish a quiet zone over all ten (10) of the Wheeling & Lake Erie crossings in the City, I have included an estimate for the cost of the minimum quiet zone.
6. Summary of potential costs for different supplemental safety measures:

- OPTION 1: Channelization Devices

- Assume 100 lineal feet of channelization devices on each approach to the crossing (200 lineal feet total)
- Estimated cost per crossing is \$16,500/each
- Estimated cost for all ten (10) W&LE crossings in the City: **\$165,000**
- Estimated cost for seven (7) crossings (minimum quiet zone length): **\$115,500**

- OPTION 2: Raised Concrete Median

- Assume 100 lineal feet of raised concrete median on each approach to the crossing (200 lineal feet total)
- Estimated cost per crossing is \$22,500/each
- Estimated cost for all ten (10) W&LE crossings in the City: **\$225,000**
- Estimated cost for seven (7) crossings (minimum quiet zone length): **\$157,500**

- OPTION 3: Four Quadrant Gates

- There are two (2) existing gates (one (1) on each approach) at all existing W&LE at grade crossings. Assume installation of one (1) additional gate on each approach (two (2) total) at each crossing to create a four quadrant gate system
- Will require significant engineering and analysis to design system
- Will require modification of controller, battery charger upgrades, additional pavement loops/vehicle detection, etc.
- Estimated cost per crossing is \$200,000/each
- Estimated cost for all ten (10) W&LE crossings in the City: **\$2,000,000**
- Estimated cost for seven (7) crossings (minimum quiet zone length): **\$1,400,000**

7. Please be advised that in addition to the above, after completion of the diagnostic review there is the possibility for potential additional costs. Per the Ohio Rail Development Commission (ORDC),

“Not only must all the crossings be equipped with gates and flashers, they must also be equipped in constant warning time (CWT) and power out indicators. If the existing devices have CWT and power out indicators you are ahead of the game and you ‘only’ need exit gates. Expect the cost of exit gates to be almost as much as a standard set of lights and gates. On your own system and WE this might be around \$200,000. In reality, the diagnostic review team might find that the existing

devices need improvements as well, or for engineering of the exit gates the existing equipment needs to be upgraded.”

FUNDING

We were not able to locate any potential funding opportunities from either state or federal sources.

- Per the Public Utilities Commission of Ohio (PUCO): “We cannot utilize state funding directly to establish quiet zones”
- Per the ORDC: “ORDC is prohibited by state law from participating in the funding of a quiet zone unless there are closures associate with the project”
- Per the Federal Railroad Administration (FRA): “The enabling Federal statute did not provide funding for the establishment of quiet zones. Public authorities seeking to establish quiet zones should be prepared to finance the installation of SSM’s and ASMs used”

LEGAL IMPLICATIONS

Per the FRA:

The courts will ultimately determine who will be held liable if a collision occurs at a grade crossing located within a quiet zone, based upon the facts of each case, as a collision may have been caused by factors other than the absence of an audible warning. FRA’s rule is intended to remove failure to sound the horn as a cause of action in lawsuits involving collisions that have occurred at grade crossings within duly established quiet zones.

FUTURE MAINTENANCE & REPAIR ISSUES

The City will be responsible for maintaining the channelization devices and the raised concrete median. The City of Twinsburg installed delineators at five (5) of their crossings when they established a Quiet Zone a few years ago. They report an average maintenance cost of \$2,000 to \$3,000 per year per crossing to maintain and repair the delineators.

While the Wheeling & Lake Erie would be required to test, maintain and repair the gates as they will be part of their system, they indicated that they would charge the City for these services. They were not able to provide an estimate of the anticipated annual costs of these services at this time.