

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 19-151-9/9 – 2019 City Auction
- 19-152-9/9 – Request to Designate October 4, 2019 as “Made in Medina County Day”
- 19-153-9/9 – Expenditure for Holiday Lighting
- 19-154-9/9 – RFP’s Drug Screen and Related Professional Services
- 19-155-9/9 – Request Transfer of City Land to Medina City Development Corp (CIC)
- 19-156-9/9 – Purchase (1) 2020 F-150 4x4 Pickup Truck & (1) 2020 Cab & Chassis
- 19-157-9/9 – Expenditure Over \$15,000 – Chippewa Roofing – Fire
- 19-158-9/9 – Grant Application – FAA – N-S Taxiway at Airport
- 19-159-9/9 – Grant Application – ODOT Aviation – N-S Taxiway at Airport
- 19-160-9/9 – Delta Airport Consultants – Task Order #2
- 19-161-9/9 – Purchase 2020 Chevrolet 5500HD LCF – Cemetery
- 19-162-9/9 – Right-of-Way Agreement – Wheeling & Lake Erie Railway

Emerging Technologies Committee

- 19-163-9/9 – Update Financial Software for City – Software Solutions

9/9/19

OK
D. Hammer
8-12-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-141-8/26

FROM: Kimberly Marshall

Committee Finance & Council

DATE: August 12, 2019

SUBJECT: Request to Form City of Medina Energy Special Improvement District and Proceed with Special Energy Project and Adoption of Levying Special Assessments

SUMMARY AND BACKGROUND:

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

This request is for council to: *Allows property owners to improve their energy efficiency. Property owner pays loan back through assessment on property tax.*

3 pieces of legislation

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

Done - Who do we report to? Kimberly - Audited - Board will bear costs. limited to 15 Bd. members

*Starcher
Bethany Dentler
Amy Lyon Galvin
Scott Miller
Kimberly Mayor*

Suggested Funding: NONE

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

*City of Brunswick wants to join ESID
Toledo Port Authority
- other jurisdictions will join*

Emergency Clause Requested: Yes

Subj. to LD approval

Reason: Respectfully requesting due to pending projects in the city and the desire to expand the district county wide *Medina County Port Authority not involved.*

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *8/26/19 Hold - Finance & Council on 9/9*

Ord./Res. Date:



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

Committee Present: Steve Chrisman, John Coyne, Bethany Dentler, Dennis Hanwell, Katie Heinz, Amy Lyon-Galvin, Kimberly Marshall, Julie McNabb, Ron Paydo and Jaclyn Ringstmeier

Absent: Bill Shockley

Guests: Chris Burnham, Kathy Breitenbucher, Bob Finnan, Dale Fortner, Bill Hutson, Allyson Moritz, and Adam Shah

City Staff: Barbara Dzur and Jonathan Mendel

Call to Order: The meeting was called to order by Chairperson Kimberly Marshall at 8:00 am.

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

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

Highlights:

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

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

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

Next Meeting: TBD

Respectfully Submitted

Kimberly Marshall, Chairperson

RESOLUTION NO. ____-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Compliance with Public Meetings Requirements. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this legislative resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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

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

To: The Mayor and Council of the City of Medina

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETITIONERS:
THE MEDINA COUNTY
Authorized Signatory



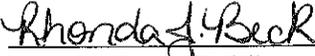
Scott Miller
Medina County Administrator

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

STATE OF OHIO)
)
COUNTY OF MEDINA) SS:

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

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



Notary Public



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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

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

AND:

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

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

DISTRICT BOUNDARIES

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

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

AND:

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

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT C

PLAN FOR THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

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

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

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

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

I. Purpose of the Plan

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

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

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

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

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

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

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

II. Energy Efficiency and Renewable Energy Regulations and Requirements

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

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

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

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

III. Statutory Requirements

As provided in the District Documents:

- (A) The District Documents may be amended or supplemented in accordance with their terms.
- (B) The public improvements to be provided by the District are the Authorized Improvements identified in this Plan. The area where the Authorized Improvements will be undertaken is the Property. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.
- (C) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

IV. Owner Project Qualified Installers; Maximum Funding

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

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

V. Compliance with Existing Mortgages

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

VI. Transfer or Resale of the Subject Property

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

VII. Changes in State and Federal Law

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

VIII. Releases and Indemnification

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

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

IX. Changes in the Plan Terms; Severability

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

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

X. Disclosure of Owner Information

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

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

Date: July 11, 2019

**Owner:
MEDINA COUNTY**

Authorized Signatory



Scott Miller
Medina County Administrator

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

PLAN—ATTACHMENT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

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

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

AND:

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

PLAN—ATTACHMENT B

**SCHEDULE OF SPECIAL ASSESSMENTS
Project Plan for Medina County**

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

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

1. LED Lighting Replacement

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

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

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

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

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

EXHIBIT D

**SCHEDULE OF SPECIAL ASSESSMENTS
Project Plan for Medina County**

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

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

2. LED Lighting Replacement

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

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

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

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

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

EXHIBIT E

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

[Balance of Page Intentionally Left Blank]



Filing Form Cover Letter

Please return the approval certificate to:

Name (Individual or Business Name):

Medina County Economic Development Corporation

To the Attention of (if necessary):

Bethany Dentler

Address:

144 N. Broadway Street, Suite 202

City:

Medina

State

Ohio

ZIP Code:

44256

Phone Number:

330-722-9215

E-mail Address:

bdentler@medinacounty.org

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

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

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

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

- Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.
- Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.
- Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**
- Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**
- Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.

OFFICE OF THE
Ohio Secretary of State



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

Mail this form to one of the following:
Regular Filing (non expedite)
P.O. Box 870
Columbus, OH 43216
Expedite Filing (Two business day processing time.
Requires an additional \$100.00)
P.O. Box 1390
Columbus, OH 43216

For screen readers, follow instructions located at this path.

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

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

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

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

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

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

Original Appointment of Statutory Agent

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

City of Medina Energy Special Improvement District, Inc.

(Name of Corporation)

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

Bethany Dentler

(Name of Statutory Agent)

144 N. Broadway Street, Suite 202

(Mailing Address)

Medina

(Mailing City)

OH

(Mailing State)

44256

(Mailing ZIP Code)

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

Scott Miller:

(Signature)

Kimberly Marshall:

(Signature)

Bethany Dentler:

(Signature)

Acceptance of Appointment

The Undersigned,

Bethany Dentler

(Name of Statutory Agent)

, named herein as the

Statutory agent for

City of Medina Energy Special Improvement District, Inc.

(Name of Corporation)

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

Statutory Agent Signature

Bethany Dentler

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

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

Required

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

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

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

City of Medina Energy Special Improvement District, Inc.

Signature

Kimberly Marshall

By (if applicable)

Kimberly Marshall

Print Name

City of Medina Energy Special Improvement District, Inc.

Signature

Bethany Dentler

By (if applicable)

Bethany Dentler

Print Name

City of Medina Energy Special Improvement District, Inc.

Signature

Scott Miller

By (if applicable)

Scott Miller

Print Name

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

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

Name of Corporation

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

Ohio Principal Office Location

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

Effective Date (optional)

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

Purpose

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

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

Additional Provisions

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

Original Appointment of Statutory Agent and Acceptance of Appointment

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

Signature(s) - Required

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

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

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

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

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

Note

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

Note

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

EXHIBIT A
ARTICLES OF INCORPORATION

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

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

PURPOSE

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

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

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

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

FOURTH:
RESTRICTIONS

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

EIGHTH:
CERTAIN
TRANSACTIONS

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

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

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

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

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

NINTH:
DISSOLUTION

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

TENTH:
AMENDMENT

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

MEETING MINUTES

City of Medina Energy Special Improvement District Initial Meeting of Members

July 11, 2019

12:30 pm

MCEDC – 144 N. Broadway, Suite 202, Medina OH

I. Call to Order

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

II. Recognition of Appointed Members of the Energy Special Improvement District

- a. The following members were notified of the Initial Meeting of Members with attendance respectively noted:
 - i. ATTENDED:
 1. County of Medina: Scott Miller, Bethany Dentler, Amy Lyon-Galvin

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

Absent were: Robert Starcher, City of Medina Council Appointee

III. Receive Appointed Members of the Board of Directors

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

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

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

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

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

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

VI. Election of Officers

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

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

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

VII. Authorizing written rules prescribing competitive bidding procedures

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

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

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

IX. Meeting Schedule

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

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

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

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

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

XII. Other Business

- a. No other business was presented.

XIII. Adjournment

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

Respectfully Submitted and Approved By:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

RESOLUTION NO. 06-2019

RESOLUTION AUTHORIZING WRITTEN RULES PRESCRIBING
COMPETITIVE BIDDING PROCEDURES

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

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

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

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

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

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

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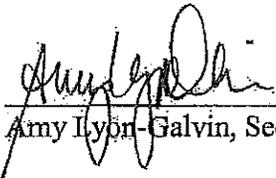
Scott Miller motioned to accept Resolution 06-2019 and Amy Lyon-Galvin seconded the motion. After discussion, a roll call vote was taken and the results were:

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

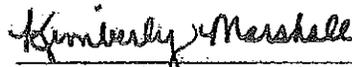
Voting Nay: None

Passed: July 11, 2019

BOARD OF DIRECTORS,
CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT

Attest: 

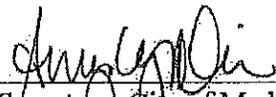
Amy Lyon-Galvin, Secretary



Kimberly Marshall, Chairperson

CERTIFICATE

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



Secretary, City of Medina
Energy Special Improvement District

EXHIBIT A

RULES FOR COMPETITIVE BIDDING PROCEDURES

[See attached.]

RULES FOR COMPETITIVE BIDDING PROCEDURES

OF

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

Section 1.01 - Authority.

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

Section 1.02 - Competitive Bidding Procedures.

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

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

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

Section 1.03 - Construction Manager at Risk Selection Procedure.

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

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

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

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

Section 1.04 - Design-Build Firm Selection Procedure.

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

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

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

Section 1.05 - Exceptions to the Competitive Bidding Process.

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

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

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

Section 1.06 -Notice to Bidders.

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

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

Adopted: July 11, 2019

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

SUMMARY & BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

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

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

AND:

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

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

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

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

1. LED Lighting Replacement

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

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

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

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

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

EXHIBIT C

Energy Project Agreement

[Attached]

ORIGINAL

ENERGY PROJECT AGREEMENT

between

NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT
DISTRICT;

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT
DISTRICT, INC.;

and

MEDINA COUNTY

Dated
as of
July 11, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **General.**

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

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

- G.** The Medina ESID or NWOAEID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Medina ESID and NWOAEID.
- H.** The Borrower will provide written notice to Medina ESID and NWOAEID of any sale or transfer of the Property.
- I.** The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J.** The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NWOAEID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the NWOAEID to waive on its behalf, the right to pay the Special Assessments in cash.
- K.** At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NWOAEID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NWOAEID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- L.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M.** Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

Borrower:

Medina County

By: Scott Miller

Name: Scott Miller

Title: Medina County Administrator

Date: July 11, 2019

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

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



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

Rhonda J. Beck
Notary Public

NWOAED:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: 
Kevin Moyer

Its: Chairperson

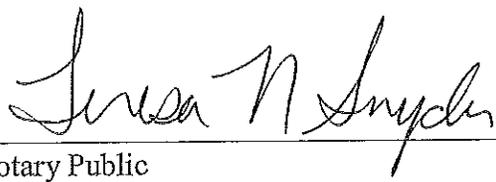
Date: 7-11-19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

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



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


Notary Public

MEDINA ESID:

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Kimberly Marshall

Name: Kimberly Marshall

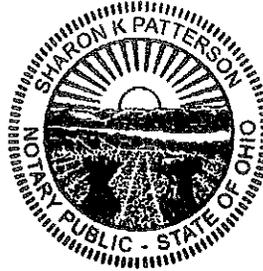
Title: Chairperson

Date: 7.11.2019

STATE OF OHIO)

COUNTY OF MEDINA)

SS:



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

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

Sharon K Patterson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

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

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

AND:

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

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

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

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

1. LED Lighting Replacement

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

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

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

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

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

EXHIBIT C

LOAN AGREEMENT

[attached]

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

SUMMARY & BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

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

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AND:

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

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

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

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

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EXHIBIT C

Energy Project Agreement

[Attached]

ORIGINAL

ENERGY PROJECT AGREEMENT

between

NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT
DISTRICT;

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT
DISTRICT, INC.;

and

MEDINA COUNTY

Dated
as of
July 11, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **General.**

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

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

- G. The Medina ESID or NWOAEID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Medina ESID and NWOAEID.
- H. The Borrower will provide written notice to Medina ESID and NWOAEID of any sale or transfer of the Property.
- I. The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J. The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NWOAEID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the NWOAEID to waive on its behalf, the right to pay the Special Assessments in cash.
- K. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NWOAEID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NWOAEID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- L. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

Borrower:

Medina County

By: Scott Miller

Name: Scott Miller

Title: Medina County Administrator

Date: July 11, 2019

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

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



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

Rhonda J. Beck
Notary Public

NWOAED:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: *Kevin Moyer*
Kevin Moyer

Its: Chairperson

Date: 7-11-19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

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



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

Teresa N Snyder
Notary Public

MEDINA ESID:

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Kimberly Marshall

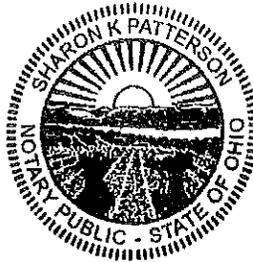
Name: Kimberly Marshall

Title: Chairperson

Date: 7.11.2019

STATE OF OHIO)
)
COUNTY OF MEDINA)

SS:



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

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

Sharon K Patterson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

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

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

AND:

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

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

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

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

1. LED Lighting Replacement

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

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

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

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

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

EXHIBIT C
LOAN AGREEMENT
[attached]

OK Hammer
2/27/19

REQUEST FOR COUNCIL ACTION

No. RCA 19-151 9/9
Committee: Finance

FROM: Nino Piccoli, Service Director
DATE: August 23, 2019
SUBJECT: 2019 City Auction

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use. A complete list of inventory will be submitted at committee.

Estimated Cost: None

Suggested Funding:

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

AUCTION ITEMS 2019

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>MAKE/MODEL</u>
Medina Cable	Winstead racks and parts	3	
Medina Cable	Dell Precision T1500	2	
Medina Cable	Dell Dimension 9200	1	
Medina Cable	HP Scanjet 5200C	1	
Medina Cable	Dell computer	1	
Medina Cable	Dell Dimension E521	1	
Medina Cable	Dell D09M	1	
Economic Development	35 MM Canon EOS Rebel camera with flash, battery, carry bag & 75-300 lens	1	EF-S18-55-IS
Economic Development	Hanging File Folder frame	2	
Economic Development	Plastic letter tray	2	
Economic Development	Wire rack CD Holder	1	
Fire Department	2010 Ferris 52" zero turn lawn mower (no motor)	1	
IT Department	Miscellaneous computer equipment		
Mayor's Office	iPad with case	1	Apple
Mayor's Office	iPhone 6S	1	Apple
Mayor's Office	Various flip phone holsters	9	Kyocera DuraXV
Mayor's Office	Flip Phone (new in box)	2	Kyocera DuraXV+
Mayor's Office	iPhone Otter Box case	1	For iPhone 5
Mayor's Office	Radio Scanner	1	RadioShack PRO-75
Mayor's Office	Belt clip for iPhone 5	1	Life Proof

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>MAKE/MODEL</u>
Medina Municipal Court	Jury chairs		
Medina Municipal Court	Various Electronics		
Medina Municipal Court	Assorted Law Library Books		
Public Buildings	Wooden right return desk	1	
Public Buildings	Wooden top desks	2	
Public Buildings	Office chairs with casters	4	
Public Buildings	Four drawer file cabinet	1	
Public Buildings	Miscellaneous hand tools		
Public Buildings	Miscellaneous office furniture		
Sanitation Department	Two wheel dolly	1	
Sanitation Department	Heavy Duty truck jack	1	
Sanitation Department	Air truck jack	2	
Street Department	SunVac Sweeper Broom-Center	5	
Street Department	SunVac Sweeper Broom-Gutter	6	
Street Department	Plastic Chairs	17	
Vehicle Maintenance	50 Ton Press (needs repair)	1	
Vehicle Maintenance	2 Ton Floor Jack	1	
Vehicle Maintenance	Lincoln Mig Welder	1	Wire-Matic 255
Vehicle Maintenance	A/C Leak Detector	1	
Vehicle Maintenance	Shelving Unit	2	
Vehicle Maintenance	Portable "Start All"-Gas Powered	1	
Vehicle Maintenance	Pallet of hydraulic cylinders & valves	1	
Vehicle Maintenance	Loose hydraulic cylinders	6	
Vehicle Maintenance	Trash Pump	1	
Vehicle Maintenance	Misc. Cable Hooks	1	
Vehicle Maintenance	Round oil tank on stand	1	
Vehicle Maintenance	250 gallon fuel oil tank	1	
Vehicle Maintenance	Power steering gear box	1	
Vehicle Maintenance	Bottle jack	1	

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>MAKE/MODEL</u>
Water Department	Hydraulic Pipe Cutter - 4" -16"	1	Wheeler
Water Department	Hydraulic Pipe Cutter - 4" -12"	1	Wheeler
Water Department	Manual Pipe Cutter 4" - 6"	1	Rex
Water Department	Manual Pipe Cutter 2 1/2" - 4"	1	Ridge
Water Department	Misc. steel gas cans	1	
Water Department	Manual dispensing pumps for 55 gallon barrels	2	
Water Department	Teumseh Gas powered exhaust fan - Super Vac	2	718G4
Water Department	Sets of 3 1/2" x 4" steel T bolts & nuts	80	
Water Department	2" gas powered water pump	1	ITT Marlow 2AK31
Water Department	1 ton chain hoist	1	Yale
Water Department	Miscellaneous pulleys	1	
Water Department	Air powered valve exerciser	1	Wachs
Water Department	100 pound scale	1	Fairbanks Morse
Water Department	200 pound scale	1	Fairbanks Morse
Water Department	1/4 HP motor	1	Dayton 3N349
Water Department	Shoring oil pump	1	
Water Department	4" RP device	1	1994 Febco
Water Department	Chemical feeder	1	Acrison W1057-D/2
Water Department	18V 1/2" impact (tool only) & case	1	Milwaukee
Water Department	Stop/Slow flagger paddles	2	

2019 Auction Items - Parks and Cemetery

DEPT.	ITEM	QUANTITY	SERIAL NUMBER	Miles
Parks	Joe Box	1		
Parks	Metal drawers (green/brown)	2		
Parks	Metal desk with drawers (gray)	1		
Parks	Metal lockers 3x2 (gray)	1		
Parks	Craftsman 1.50psi air compressor (red)	1	2516236317	Model 919.167320
Parks	Air compressor (red)	1		Model C1203M9AA
Parks	Christmas lights (clear)	31 strands		
Parks	Mirror (24"x29")	1		
Parks	Roving rostrum cordless public address system	1		Model S-122
Parks	Wood bench (Gray)	1		
Parks	Gazebo hand rails	2		
Parks	Craftsman 1/2" electric drill	1	P7071	Model 315.11490
Parks	Hand saw	2		
Parks	Stainless steel anchors 1/2x3.75	16		
Parks	Hurricane clips	53		
Parks	101/2 Insulation caps carter lumber (half full box of 2000	1		
Parks	Wind fresh concentrated laundry detergent (40lbs)	1		
Parks	Black decorative poles 10.5'	17		
Parks	Black decorative poles 8'	13		
Parks	Black swirly Metal decorations	14		
Parks	Tamper	1		
Parks	White sop sink	1		
Parks	Axe	1		
Parks	Blue rubbermaid water cooler	1		
Parks	Snow shovels	4		
Parks	Playground red roof	1		
Parks	Playground red slide	1		
Parks	Flood lights with light bulbs in red box with green lid	1		
Parks	Pro deck 12" tittle in boxes	14		
Parks	Glass block windows	17		
Parks	Fuse box with lid (gray)	1		
Parks	Scag mower shoot covers	2		

2019 Auction Items - Parks and Cemetery

DEPT.	ITEM	QUANTITY	SERIAL NUMBER	Miles
Parks	Scag mower bag parts	1		
Parks	Light fixture 8'with cap	1		
Parks	Colored flood lights in green rubbermaid box	1		
Parks	Extension cords in green rubbermaid box	1		
Parks	doors 2'6"x3' (white)	2		
Parks	Portable kerosene fired heater	2		
Parks	Play ground poles (blue/red)	8		
Parks	Portable ice resurfacer	1		
Parks	Plastic play ground wheels	2		
Parks	Play ground U shaped Poles (red/white)	3		
Parks	Play ground rail with pole attachment (white)	1		
Parks	Square play ground step (blue)	1		
Parks	Mojack bottle jack (black)	1		
Parks	Dugout bench metal legs in 2 boxes	8		
Parks	Metal canister (gray)	1		
Parks	Metal post 3'6" with rectangle attached	12		
Parks	Colored flood lights 100W in westinghouse box	12		
Parks	Power boss pressure washer with hose spayer	1	88584	Model 020309
Parks	Shelf anchors	4		
Parks	Metal rectangle stool (green)	1		
Parks	Lifetime basket ball post (black)	3		
Parks	Jackstand (orange)	1		
Parks	Toro push mower (broken front wheel)	1		
Parks	Baby swings (blue/green)	3		
Parks	Basket ball rims (orange/black)	5		
Parks	Play ground swings (black/yellow/blue/white)	10		
Parks	5/8x12 boltswith nuts and washers	22		
Parks	Squeegee	1		
Parks	Broom head (blue)	1		
Parks	Pitch fork head	1		
Parks	Rake head (green)	1		
Parks	Manual sod cutter with wood handle	1		

2019 Auction Items - Parks and Cemetery

DEPT.	ITEM	QUANTITY	SERIAL NUMBER	Miles
Parks	Metal chain 8'	1		
Parks	Craftsman 6" disk sander/polisher	1		Model 315.10520
Parks	Grease gun (red)	1		
Parks	Steel single jack chain (black polycoated) 190'	2		
Parks	Branch cutters (back handled)	1		
Parks	plews tool pistol oiler	1		
Parks	Oil can (red)	1		
Parks	U shape metal pipe	2		
Parks	Metal rectangle piece	1		
Parks	Hammer wood handle	1		
Parks	Tire wrench	1		
Parks	Roll of roofing paper	1		
Parks	Shovel wood handle	1		
Parks	Broom handel wooden	2		
Parks	Threaded Rod 10'	1		
Parks	Copper pipe 5'	1		
Parks	3" cresline pvc pipe 10'	1		
Parks	Square head screw drivers	38		
Parks	Mower lift	1		
Parks	Prush broom handle brace	9		
Parks	Pipe whences	3		
Parks	Wood spiting wedges	2		
Parks	Deck anchors	17		
Parks	Bag of plastick speed bump anchors	1		
Parks	Century AC motor	1		265146M
Parks	Flag holders	3		
Parks	Bag of pvc parts	1		
Parks	Threaded rod with attached piece (new britain p-130)	2		
Parks	Play ground stairs (yellow/blue)	1		
Parks	Reusable container (black)	2		
Parks	Rahn metal rake	1		
Parks	Toro roll bar	1		

2019 Auction Items - Parks and Cemetery

DEPT.	ITEM	QUANTITY	SERIAL NUMBER	Miles
Parks	Broom attachment for workman	1		
Parks	Fence drag for workman	1		
Parks	Metal handle landscape rake (blue)	1		
Parks	Metal handle squeegee (blue)	1		
Parks	Baseball field liner (blue)	1		
Parks	Paint liner (green)	1		
Parks	GMC sierra truck tailgate	1		
Parks	300 Gallon tank	1		
Parks	Bleachers	5		
Parks	Yellow tape measure 300'	1		
Parks	Craftsman 33 gallon air compressor	1	Serial Number 2516236317	Model # 919.16732
Cemetery	435 Mini Excavator Tracks	1 / set		
Cemetery				

ITEMS FOR AUCTION

MPD 2019 Auction - Forfeitures		
Medina PD Property #	Description of Property	Forfeiture Order #
10-01065	DVD player	1941-001
10-01069	Xbox 360	1941-001
10-01070	Xbox games	1941-001
10-01167	Hoodie/Shoes	1941-001
12-025950-1	Nikon Coolpix	1941-002
14-023251-4	Suitcase - only	1843-003
16-002798-10	Gray Tote w/misc. contents	1841-003
16-002798-11	Pink Tote w/misc. contents	1841-003
17-000813-1	Container	1941-002
17-000813-2	Suitcase	1941-002
17-013974-1	Briefcase	1843-003
17-013974-2	Briefcase	1843-003
17-015353-2	Camo Bag	1941-002
17-018996-1	Hacksaw	1941-002
18-002453-1	Clothing (new)	1941-002
18-024270-1	Bicycle	1941-002
18-026568-1	Mountain Bike	1941-002
18-027469-1	Mens Bicycle	1941-002
18-027642-1	Murray Ultra Terrain Extreme Bicycle	1941-002
18-027964-1	Mountain Bike	1941-002
18-028011-1	Bicycle	1941-002

ITEMS FOR AUCTION

18-028208-1	Huffy Seastar Bike	1941-002
18-028208-2	Speed Bike	1941-002
18-029199-1	Huffy Stalker Bicycle	1941-002
18-029228-1	Free Style Bicycle	1941-002
18-029762-2	Quasar Bounty Mountain Bike	1941-002
18-030368-1	Trek Alpha Bicycle	1941-002
18-031137-1	Back Pack	1941-002
18-032049-1	Quest Bike	1941-002
18-032064-1	Huffy Speed Bicycle	1941-002
18-032385-1	Roadmaster Granite Peak Speed Bicycle	1941-002
18-035150-1	Pink Bike	1941-002
18-037050-1	Elite Bicycle	1941-002
18-038627-2	Burgundy Bicycle	1941-002
18-040877-1	Equator Mountain Bike	1941-002
18-042764-1	Mountain Bike	1941-002
18-042873-1	Magna Brand Girls Bicycle	1941-002
19-011755-1	Bicycle	1941-002
19-015644-1	Hyper Havoc Bicycle	1941-002
19-015645-1	Kodiak Free Spirit Bicycle	1941-002
19-015646-1	Huffy Highland Bike	1941-002
19-018482-1	BMX Style Bike	1941-002
19-019581-1	Schwinn Pathway Bike	1941-002
19-019741-1	Schwinn Pink Bike	1941-002
19-019810-1	Razor Scooter	1941-002

ITEMS FOR AUCTION

Item	MPD Property (Auction - 2019)	Quantity
1	2008 Mercury Gran Marquis - VIN(2MEFM75V18X650611)	1

Medina Community Recreation Center (MCRC)

2019 Auction Items

JEWELRY: (29 ITEMS)	LINE #2	LINE #3
St Anthony necklace	silk stretch necklace	silver ring w/ black stone designs
Silver necklace w/ 2 diamond heart pendants	gold bracelet (broken)	fine gold necklace w/ diamond half moon
fine gold necklace	silver rhinestone bracelet w/ 3 diamond shapes	silver bracelet blk/sivr pendant "Let that shit go"
silver necklace w/ large blk/sivr cross	large silver starfish necklace pendant	gold necklace w/ watermelon pendant
Anne Klien thick silver bracelet	large silver wedding ring "Rich & Tammy"	thin blk string bracelet w/ sm gold pendant
old gold chain w/ Jesus on cross and Italy pendant	large silver chain necklace w/ silver dogtag "Triton"	"C" pendant
copper necklace w/ "love" pendant	sm silver cross pendant (Celtic)	sm cross pendant
Rosery bead necklace w/ cross and pendant	ladies wire ring w/ pink bead	silver necklace w/ lg gold heart w/ diamond circle
silver chain necklace w/ cross (diamond center)	large cross pendant w/ yellow cross design	pearl with diamond attached
bangle bracelet (Brighton) w/ heart pendant	blk string necklace w/ large silver cross	

EARRINGS: (19 ITEMS)	LINE #2
silver hanging w/ torquise stones	sm diamond stud
gold hoop w/ crystal charm	large pearl stud
pair of rose gold hoops	pair of cubic zirconia stone
lg silver hoop	pair leaf earrings
pair of large gold w/ green bead in center	med silver hoop
pair of large silver rounds w/ black center	single pearl stub
large beaded	pair of large diamond w/ gold studs
rhinestone ball w/ multi-color	sm metal hoop
pair blue stone stud	pair pearl stud
sm diamond stud	

WATCHES & MISC.: (11 ITEMS)	SERIAL #/MODEL #:
Samsung Gear S3 frontier watch	n/a
Nickelodian watch	n/a
Vivani watch w/ gray straps	1218 VIV300
Pulsar silver watch	750141
Amitron gray watch	n/a
Timex blk leather straps	n/a
Amazon Kindle	CCAF13LP1230TI/DP75SDI
Fitbit/black	2AHFID115
Fitbit/blue gray	n/a
Heyday USB charger	n/a
Apple Air PODS - white pair	n/a

Medina Community Recreation Center (MCRC)
2019 Auction Items

MISC. ITEMS: (41 ITEMS)	LINE #2	LINE #3
12 pairs of sunglasses	Glasses cover - fabric	Nautica shower bag - blue
7 pairs of glasses	Hand people counter w/ purple lanyard	UnderArmor gym shoes - blk/wht (sz 9)
St. Jude keychain (green leather)	Gershwin CD - performed by GLAD	!pack Backpack - camo blk/y/lw
pink animal pin	Leather bracelet	Men's black belt
wounded warrior pin	Nike women's headband	Women's small hand bag - silver
live, laugh, love key chain	Leather wallet w/ panther - black	Diary/notebook - purple/wht
Walmsrt Gift Card \$25.00	Panama Jack hat	Noise reduction headphones - pink
Chipotle Gift Card \$10.00	Book- Ptolemy's Gate	Marine coin "Semper FI"

MISC FITNESS EQUIPMENT: (23 ITEMS)	LINE #2
Go Fit waist band - black	Harbinger - lifting belt with chain
2 Finis Snorkels	Orange excersize stretch band
12 swim goggles	2 Harbinger wrist straps
swim cap and goggles	2 Hand weights (blk/prpi)
Leather lifting belt - blk/large	

MISC. ELECTRONICS: (26 ITEMS)	P/N	S/N
Magtek Card Reader	30050200	98c898a90913190d
Magtek Card Reader	30050200	98c898a90518090d
Magtek Card Reader	30050200	98c898a90206170d
Magtek Card Reader	30050200	98c898a909141e0d
Magtek Card Reader	30050200	98af18a70b0b170c
Magtek Card Reader	210401109	n/a
Magtek Card Reader	21073075	81c9c82
Magtek Card Reader	21073075	81c9c80
Magtek Card Reader	21073075	81c9c85
Orbit Barcode Scanner	MS7120	2s10451053
Orbit Barcode Scanner	MS7120	2s10260565
Aires Technologies infinity Protector w/ blk sheath	n/a	n/a
7 pairs of ear buds	n/a	n/a
6 USB charger cords	n/a	n/a
Sony earphones	n/a	n/a

OK
D-H
8-28-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-152-9/9
Committee Finance

FROM: Kimberly Marshall

DATE: August 28, 2019

SUBJECT: Request to Proclaim October 4, 2019 as "Made in Medina County Day"

SUMMARY AND BACKGROUND: Joint Council & Admin Resolution

This effort is to celebrate and acknowledge investments and contributions made by local manufacturers to the economy of the city and county and to show our dedication to maintaining a business friendly climate.

Medina County is home to nearly 300 manufacturing companies who employ nearly 9,000 workers making products at are sold throughout the world.

We respect all those who proudly stand behind the goods and services made in Medina County, and honor those who continually invest in manufacturing innovation; and

Manufacturing is a cornerstone of the Medina County economy, and we commend and support this important industry; and

This industry will be celebrated during the Made in Medina County manufacturing expo event being held on October 4, 2019 to showcase products manufactured in Medina County, and to raise awareness and educate residents, students, and businesses as to the economic importance and career opportunities offered by the manufacturing industry.

Suggested Funding: NONE

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

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 19-153-9/9
Committee: Finance

FROM: John Coyne, Council President
DATE: 8/29/2019
SUBJECT: Expenditure for Holiday Lighting

SUMMARY AND BACKGROUND:

Request Council to authorize the appropriation of \$10,000.00 from Electric Aggregation funds to Public Buildings fund for this year's holiday lighting displays and lighting on Rt. 42. The next check for electric aggregation funds is due to come in March of 2020.

Vendors to be determined by Service Director.

Chippewa Roofing for install.

Estimated Cost: \$10,000.00

Suggested Funding: Electric Aggregation funds

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No. 001-0743 Public Buildings
- **NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 19.153-9/9
Committee: Finance

FROM: John Coyne, Council President
DATE: 8/29/2019
SUBJECT: Expenditure for Holiday Lighting

SUMMARY AND BACKGROUND:

Request Council to authorize the appropriation of \$10,000.00 from Electric Aggregation funds to Public Buildings fund for this year's holiday lighting displays and lighting on Rt. 42. The next check for electric aggregation funds is due to come in March of 2020.

Vendors to be determined by Service Director.

Chippewa Roofing for install.

Estimated Cost: \$10,000.00

Suggested Funding: Electric Aggregation funds

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No. 001-0743 Public Buildings
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

OK
Dr. Hawes
8-30-19

No. RCA 19-154-9/9
Committee: Finance

FROM: Sherry Crow / Administrative Office Manager
DATE: August 30, 2019
SUBJECT: Drug Screen and Related Professional Services

SUMMARY AND BACKGROUND:

Respectfully request authorization for the Mayor to solicit requests for proposals (RFP's) for drug screening and associated professional services for the employees of the City of Medina and to award the contract to the successful bidder. The current contract with Integrity Verifications expires December 31, 2019.

Estimated Cost:

Suggested Funding:

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

OK
D. Hammond
8-30-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-155-9/9
Committee Finance

FROM: Kimberly Marshall

DATE: August 30, 2019

SUBJECT: Request to transfer City Land to Medina City Development Corporation aka our CIC

SUMMARY AND BACKGROUND:

Now that council has decided to move forward with an East / West oriented parking deck facility, we have an opportunity to increase the size of the lot now owned by the Medina City Development Corporation. This will allow for more flexibility of the Downtown Redevelopment Mixed Use Project and hence potentially add more value to the project benefitting our TIF District.

Respectfully request council to move forward with survey, lot split and transferring of said property to the Medina City Development Corporation.

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:

OK
Attorney
8-30-19

REQUEST FOR COUNCIL ACTION

No. PCA 19-156-9/9
Finance

FROM: Nino Piccoli Service Director
Water Department
DATE: August 30, 2019

SUBJECT: Purchase of (1) 2020 F-150 4X4 Pickup truck and (1) 2020 F-Series 350 Four Wheel drive Cab and Chassis with a Utility Bed. - Water Dept.

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization for the purchase of (1) 2020 F-150 Four Wheel Drive pickup and (1) 2020 F-Series SD 350 Four Wheel Drive Cab and Chassis with a Utility bed mounted on the same.

The purchases will be conducted in the following manner:

Approval to obtain one Purchase Order for both the F-150 Pickup truck and the F- Series 350 Cab and Chassis utilizing the (CUE) Community University Education Purchasing Contract from Montrose Ford in the amount of \$61,000.00. Additionally, requesting a second Purchase Order in the amount of \$8,500.00 for the purchase of (1) Reading Model U108 Single Wheel Classic II Service Body from Fallsway Equipment Company to be mounted on the F-Series 350 Cab and Chassis.

2 P.O.'s @ Montrose Ford
@ Fallsway Equip.

Estimated Cost: \$69,500.00

Suggested Funding:

- sufficient funds in Account No. 513-0533-54417
- transfer needed from Account No.
To Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

Council Action Taken:

Ord./Res.
Date:

CNGP530

VEHICLE ORDER CONFIRMATION

08/29/19 15:11:47

==>

Dealer: F44209

2020 F-150

Page: 1 of 1

Order No: 1111 Priority: M2 Ord FIN:

Order Type: 5B Price Level: 015

Ord PEP: 100A Cust/Flt Name: MEDINA

PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X1E	F150 4X4 S/C	\$36010	\$34389.00	50S	CRUISE CONTROL	\$225 \$205.00
	145" WHEELBASE			53A	TRAILER TOW PKG	595 542.00
PQ	RACE RED			85A	POWER EQUIP GRP	1170 1065.00
A	VINYL 40/20/40	NC	NC		FLEX FUEL	
G	MED EARTH GRAY				SP DLR ACCT ADJ	(1690.00)
100A	EQUIP GRP				SP FLT ACCT CR	(1053.00)
	.XL SERIES				FUEL CHARGE	11.40
	.17"SILVER STEEL			B4A	NET INV FLT OPT	NC 7.00
99B	3.3L V6 PFDI				DEST AND DELIV	1595 1595.00
446	ELEC 6-SPD AUTO				TOTAL BASE AND OPTIONS	40415 35818.40
	.265/70R-17				XL BASE DISCT PEG & TT	(500) (455.00)
XL6	3.73 ELEC LOCK	570	519.00		TOTAL	39915 35363.40
	6500# GVWR				*THIS IS NOT AN INVOICE*	
	FRT LICENSE BKT	NC	NC			
18B	BLK PLAT BDS	250	228.00			

C.U.E. Cost 27,667.13

Title + Tag 33.50
 27,700.63

City of Medina
C.U.E. Quote

ATTN: Bill Magarjee

New Bills truck

J. Powers
 Fleet Mgr.
 Montrose Ford
 8-29-19

CNGP530

VEHICLE ORDER CONFIRMATION

08/29/19 15:43:50

==>

Dealer: F44209

2020 F-SERIES SD

Page: 1

Order No: 1111 Priority: L3 Ord FIN: Order Type: 5B Price Level: 015

Ord. Code: 630A Cust/Flt Name: MEDINA PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
F3F	F350 4X4CHAS/CS	\$38100	\$36196.00	18B	PLAT RUNNING BD	\$320	\$292.00
	.145" WHEELBASE				10900# GVWR PKG		
PQ	RACE RED			425	50 STATE EMISS	NC	NC
A	VNYL 40/20/40			473	SNOW PLOW PKG	250	228.00
S	MEDIUM EARTH GR				JOB #1 BUILD		
630A	PREF EQUIP PKG			52B	BRAKE CONTROLLR	270	246.00
	.XL TRIM			525	CRUISE CONTROL	235	214.00
572	.AIR CONDITIONER	NC	NC	872	RR CAM & PREP K	415	377.00
	.AMFM/MP3/CLK						
996	6.2L EFI V8 ENG	NC	NC		TOTAL BASE AND OPTIONS	42490	37441.80
44G	10-SPD AUTOMATC	NC	NC		TOTAL	42490	37441.80
TCH	.LT275/65BSWAS18	NC	NC		*THIS IS NOT AN INVOICE*		
X3E	3.73 ELOCKING	390	355.00				
90L	PWR EQUIP GROUP	915	832.00				
	TELE TT MIR-PWR						
	SP DLR ACCT ADJ		\$(1799.00)				
	SP FLT ACCT CR		(1124.00)				
	FUEL CHARGE		22.80				
B4A	NET INV FLT OPT	NC	7.00				
	DEST AND DELIV	1595	1595.00				

G.U.E. Cost 32,386.89
 Title + Tag 33,50
 32,420.39

City of Medina
 G.U.E. Quote
 ATTN: Bill Magarjee

New #26

J. Pown
 Fleet Mgr.
 Montrose Ford
 8-29-19

OPTION
 1. Spare Tire 319.00

Devon
 Cain
 330-495-5026



Fallsway Equipment Co., Inc.
 1277 DeValera Ave, PO Box 4537
 Akron OH 44310
 Phone: 330-633-6000
 Fax: 330-633-0834
 www.fallsway.com

QUOTATION

Customer No:
Customer: City of Medina (Water)

Quote Number: 60724
Quote Date: 8/30/2019
Quote valid until: 9/30/2019

Contact: Andy Bendel
Phone: (330) 350-2194
Fax:

Salesperson: Devin Cain

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Reading Model U108 Single Wheel Classic II Service Body "A" Compartment Layout Roadside and Curbside Powder Coated PC-FRED-PQ Nitrogen Strut Door Closures Standard Shelving and Dividers Patented Hidden Hinges with Overlapping Door Construction Complete Stainless Steel Rotary Locks Dual-Pro Seal System for Compartment Doors Aluminum Fuel Fill Receptacle Rectangular Tail Lights – Two Holes per Side FMVSS-108 LED Lights and Reflectors Pooched Recessed Bumper – Powder Coated 2" Receiver Hitch Tube with Multi Tow 7/4 Way Trailer Plug Install OEM Provided Back Up Camera For installation on a Ford Cab / Chassis with 60" CA Dimension and Standard Single Rear Wheels		
Total Due before Taxes:			\$8,500.00

Terms: Signed Sales Agreement / Purchase Order, NET COD
 Delivery: Will Advise
 FOB: Fallsway Equipment Company, 1277 DeValera Ave, Akron, OH

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
	Upgrade to Aluminum Classic II Body			\$2,100.00
	Spacemaker fliptop lids			\$1,100.00

Customer must complete before the order can be processed:

Accepted By (PRINT):	
Accepted By Signature:	
Date:	
Approximate Delivery Date:	

- All prices are before any applicable taxes.
- The Purchaser orders and agrees to purchase from Fallsway Equipment Co. Inc., the equipment and materials itemized and set forth above, to be paid for by the Purchaser at the prices fixed herein, but subject to the terms and conditions on the next page of this agreement.
- ALL USED EQUIPMENT IS SOLD "AS IS" WITH NO WARRANTY UNLESS OTHERWISE SPECIFIED.

TERMS AND CONDITIONS OF SALE

1. SHIPMENT Fallsway Equipment Company (the "Company") shall make all shipments F.O.B. its place of business, unless the front of this Sales Agreement and Purchase Order (the "Sales Agreement") states otherwise. If the Company arranges for shipment at your request or for your convenience, that shipment shall be at Purchaser's cost and risk.
2. PAYMENT TERMS A down payment with Purchaser's order may be required, with the balance due and paid in full before shipment, unless the front of this Sales Agreement states otherwise. No cash discount is allowed. Partial shipments and prorated billings to be permitted.
3. WARRANTY The Company warrants that it has title to the equipment ("Equipment") ordered by Purchaser. The Purchaser acknowledges that all used Equipment is being sold in an "as is" and "where is" condition, without any warranty other than title. The Company warrants that Equipment which the Company manufactures shall be free from defects in material and workmanship for a period of six months from date of order. Since the Company has no control over the use or maintenance of the Equipment, it makes no guarantee of performance or operation. The Company makes no warranty for new Equipment that it has not manufactured, but does with its delivery of that Equipment convey to Purchaser any warranty from its manufacturer which the Company receives with that Equipment.

If Purchaser believes that this warranty has been breached, it will provide written notice to the Company. As to title claims, the Company shall either defend its title or return the purchase price. As to defects in Equipment that the Company has manufactured, of which the Company receives written notice during the six month warranty period, the Company shall at its option, after Purchaser delivers the Equipment to the Company's repair facility, either repair those defects at the Company's repair facility, or replace the Equipment.

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE, SHALL APPLY. THE PURCHASER'S EXCLUSIVE REMEDY AND THE COMPANY'S ONLY OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

4. FORCE MAJEURE The Company shall not be in breach of this Agreement and no liability shall result from any delay in performing its obligation if such delay is attributable to strikes or other labor troubles, inability to obtain raw materials, components, supplies or fuel, for any reason, including default of suppliers or subcontractors; act of Government; or any other cause which is beyond the reasonable control of the Company, whether of a similar or dissimilar nature and whether or not existing or foreseeable when this Agreement is first signed. Should any such delay occur, at the Company's sole option, the time for the Company's performance may be extended for a period of time equal to the length of delay plus such additional time as is reasonably necessary to enable the Company to resume performance or the delivery obligations affected by the delay may be eliminated without liability, but this Agreement shall otherwise remain unaffected.

5. LIMITATION OF LIABILITY The Company's liability or that of its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of obligations in connection with the design, manufacture, sale, delivery storage, erection or use of the Equipment or other services in connection therewith, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed in the aggregate the unadjusted base Contract price for the applicable Equipment and shall in no event include damages for loss of profits or revenue or the loss of use of either; materials supplies or services outside of the Company's scope of supply; claims of Purchaser's customers; inventory or use charges; or incidental or consequential damages of any nature.

No such claim shall be asserted against the Company, its agents, employees, subcontractors or suppliers, unless the injury, loss or damage giving rise to the claim is sustained prior to the expiration of any period of warranty specified in this Sales Agreement and no suit or action thereon shall be instituted or maintained unless it is filed in a court of competent jurisdiction before the earlier of one (1) year after the date of sale or when the cause of action accrues.

This LIMITATION OF LIABILITY Article shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement.

6. TAXES The prices provided for in the Company's Price List or Quotation are exclusive of any present or future import duty, federal, state, county, municipal or other sales, use, excise or similar tax with respect to the Equipment covered hereby; and any future gross receipts tax with respect to the foregoing. The prices provided for herein are also exclusive of any present or future inventory or property tax or other similar charge with respect to the Equipment covered hereby assessed after the Equipment is ready for shipment.

If the Company is required by applicable law or regulation to pay or collect any such present or future duty, tax or taxes on account of this transaction for the Equipment or transportation charges on the Equipment, or if any such taxes are assessed against the Company, no matter when such assessment is made, then such amount of tax or taxes shall be paid by the Purchaser to the Company in addition to the prices provided for herein.

If the Purchaser is exempt from the payment of any applicable sales and/or use taxes or has a direct payment permit with respect to such taxes, the Purchaser shall provide the Company with a copy of the certificate or permit, duly executed and issued by the appropriate governmental authority.

7. PAYMENT In the event Purchaser fails to fulfill the Company's current terms of payment, or in case the Company shall have any doubt at any time as to Purchaser's financial responsibility, the Company may decline to perform in accord with this Sales Agreement except upon receipt of cash or satisfactory security.

8. EQUIPMENT OPERATION Purchaser acknowledges that since it and its employees shall be solely responsible for the operation and maintenance of the Equipment. Purchaser also acknowledges receipt of the manufacturer's manual provided with the Equipment, and agrees to convey to Purchaser's employees all warnings applicable to the operation and maintenance of the Equipment.

9. APPLICABLE LAW The contract shall be interpreted and governed in all respects by the law of the State of Ohio. All disputes about its terms and conditions, and claims with respect to its subject matter or performance under it shall be determined by judicial action in Medina, Ohio.

10. MISCELLANEOUS There are no understandings between the parties hereto as to the subject of this Agreement other than are herein set forth. All previous communications between the parties hereto, either verbal or written are hereby abrogated and withdrawn, and this Sales Agreement constitutes the whole agreement between the parties hereto. The Sales Agreement cannot be assigned nor may any conditions be modified, except by a duly approved supplementary agreement signed by both parties. Any provisions of a purchase order or specification which may be issued by Purchaser which are in conflict with the provisions of this Sales Agreement, shall not be binding on the Company.

If this document is incorporated by reference in a purchase order or other document, any commercial terms and conditions printed on the purchase order or other document shall be null and void. Purchaser accepts these terms and conditions by placing the order contained in this Sales Agreement or accepting delivery of the Equipment.

OK
By Honnold
9-3-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-157-9/9

FROM: Robert Painter - Fire Chief *RP*

Mayors Initials: _____

DATE: 3 September 2019

Committee Referral: Finance Only

SUBJECT and BACKGROUND:

Request approval and funding to replace the membrane roof on fire station #2 on Lake Road. This is the main roof area over the apparatus. This station was built in 1989 and this is the original roof. This section has had several repairs performed and needs to be replaced.

Chippewa Roofing

Estimated Cost: \$ 22,500.00

Suggested Funding:

Sufficient Funds in Account No:

Transfer Needed From: To:

New Appropriation Account No:

Emergency Clause Requested: YES

Reason: Need repairs before the weather changes

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. No.
Date:

REQUEST FOR COUNCIL ACTION

OK
D. Hammer
9-3-19
[Signature]

NO. RCA 19-158-9/9

FROM: Greg Huber, Patrick Patton

COMMITTEE REFERRAL: Finance + Council

DATE: September 3, 2019

SUBJECT: Application for grant assistance with the Federal Aviation Administration (FAA) for the Extension of the North-South Taxiway at Medina Municipal Airport

This request is for Council's authorization to submit a grant application with the Federal Aviation Administration (FAA) for the Extension of the North-South Taxiway at Medina Municipal Airport. This grant will fund up to 90% of the costs for construction and construction administration. The City will also be submitting a grant application to the Ohio Department of Transportation (ODOT) to provide an additional 5% towards the costs for this project.

The estimated costs for this work is as follows:

item	TOTAL COST	FAA Share	ODOT Share	City Share
Design and Plan Preparation	\$40,000	\$0	\$0	\$40,000
Construction	\$300,000	\$270,000	\$15,000	\$15,000
Construction Administration and ALP Plan Update	\$160,000	\$144,000	\$8,000	\$8,000
TOTAL	\$500,000	\$414,000	\$23,000	\$63,000

The grant application is due to the FAA by September 12, 2019, as such we are requesting the emergency clause.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (\$63,000).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: YES

Reason: The grant application is due to the FAA by September 12, 2019. For this reason we also ask that this request be presented to both Finance Committee and City Council at the meeting scheduled for September 9, 2019.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number: Res. 138-19

Date:

REQUEST FOR COUNCIL ACTION

OK
D. J. Howell
9-3-19
[Signature]

NO. RCA 19-159-9/9

FROM: Greg Huber, Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: September 3, 2019

SUBJECT: Application for grant assistance with the Ohio Department of Transportation Office of Aviation (ODOT Aviation) for the Extension of the North-South Taxiway at Medina Municipal Airport

This request is for Council's authorization to submit a grant application with the Ohio Department of Transportation Office of Aviation (ODOT Aviation) for the Extension of the North-South Taxiway at Medina Municipal Airport. This grant will fund up to 5% of the costs for construction and construction administration. The City will also be submitting a grant application to the Federal Aviation Administration (FAA) to provide an additional 90% towards the costs for this project.

The estimated costs for this work is as follows:

item	TOTAL COST	FAA Share	ODOT Share	City Share
Design and Plan Preparation	\$40,000	\$0	\$0	\$40,000
Construction	\$300,000	\$270,000	\$15,000	\$15,000
Construction Administration and ALP Plan Update	\$160,000	\$144,000	\$8,000	\$8,000
TOTAL	\$500,000	\$414,000	\$23,000	\$63,000

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (\$63,000).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ok
26 Approved
9-3-19

REQUEST FOR COUNCIL ACTION

NO. RCA 19-160-9/9

FROM: Greg Huber, Patrick Patton 
DATE: September 3, 2019
SUBJECT: Delta Airport Consultants Task Order #2

COMMITTEE
REFERRAL: Finance

Earlier this year City Council approved Ordinance 96-19 which authorized a professional services agreement with Delta Airport Consultants, Inc. This request asks for approval of Task Order #2 for that agreement. Task Order #1 provides construction administration and airport layout plan services for the extension of the north-south runway at Medina Municipal Airport.

As noted on the attached, the total fee for this Task Order is \$160,000. The City will be submitting grant application to both the FAA and ODOT Aviation to provide up to 95% of the costs for this service. The costs for this work would thus be shared as follows:

item	TOTAL COST	FAA Share	ODOT Share	City Share
Construction Administration and ALP Plan Update	\$160,000	\$144,000	\$8,000	\$8,000

Thank you for your consideration.

ESTIMATED COST: \$160,000
SUGGESTED FUNDING: 547-0658-54411
Sufficient Funds in Account Number:
Transfer Needed from Account Number: 547-0658-54411
New Appropriation Account Number: 547-0658-54411
Emergency Clause Requested: No
Reason:

To Account Number:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**TASK ORDER NO. Two (2)
PROFESSIONAL SERVICES AGREEMENT**



PROJECT: Extend North-South Taxiway

AIRPORT: Medina Municipal Airport (1G5)

DELTA PROJECT NO.: 19062

DATE OF ISSUANCE: August 21, 2019

ATTACHMENTS: 1) Scope of Services
2) Rate Schedule

METHOD OF PAYMENT: Construction Administration - Unit Price + Fixed Fee
Reimbursables - Unit Price

TASK ORDER AMOUNT: \$ 160,000

CONTRACT TIME: 30 Days Construction Contract Time

PROJECT DESCRIPTION:

- Construction Engineering/Administration (CA) Services
- Resident Project Representative (RPR) Services
- Construction Quality Acceptance (QA) Testing Services
- Pen & Ink Changes to ALP
- As-built AGIS Surveying Services

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

ACCEPTED: Douglas E Sander
2019.08.21 12:03:40-04'00'

by: _____

Douglas E. Sander, P.E.
Vice President
Delta Airport Consultants, Inc.
20545 Center Ridge Road #450
Cleveland, Ohio 44116

APPROVED:

by: _____

Dennis Hanwell
Mayor
City of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256



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

August 21, 2019

PHASE	DETAILED TASKS
CONSTRUCTION ADMINISTRATION (CA)	Grant Applications Grant Funding Assistance Owner Coordination Release for Construction Drawings Coordinate Subconsultants Project Correspondence Preconstruction Meeting Shop Drawing Review Construction Administration Site Visits Punchlist Inspection Final Inspection Record Drawings Final Project Report Reimbursement Requests (3)
ALP/AGIS	Airport Layout Plan Pen & Ink Changes As-built Conditions AGIS Survey Coordination
RESIDENT PROJECT REPRESENTATIVE	Field Representative

ITEMS NOT INCLUDED IN SCOPE: Construction Document Preparation and Bidding Costs.

**ATTACHMENT 2
RATE SCHEDULE**



Delta Airport Consultants, Inc.
Date: April 5, 2018

<u>Item</u>	<u>2019</u>
Work Hours Billing Rates (with overhead)	
Principal	\$250
Project Manager/Registered Professional	\$214
Design Professional (Engineer/Planner)	\$138
Project Production/Administration	\$109
Field Representative	\$99
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid Advertisement	Direct
Meals, Lodging, etc. (short term)	Direct
Miscellaneous	Direct
Subcontracted Services	Direct
Delta Profit	Fixed Fee

Notes:

1. Billing rates for future years will be increased by 3% annually.
2. Billing rates based on estimated 2019 salaries (i.e.: 2018 salaries plus 3% inflation).
3. Work hour rates include labor overhead, general & administrative overhead per FAA AC 150/5100-14E, paragraph 4-10

REQUEST FOR COUNCIL ACTION

No. PCA 19-161-9/9
Committee: Finance

FROM: Jansen Wehrley ^{SSW}
DATE: September 3, 2019
SUBJECT: Purchase 2020 Chevrolet 5500HD LCF
SUMMARY AND BACKGROUND:

The Cemetery department respectfully request Council authorization to purchase one 2020 Chevrolet 5500HD LCF Diesel (CT51003) 2WD Reg Cab 109" chassis equipped with a Galion Stainless Steel Dump Body and Equipment under the Sourcewell (formerly known as NJPA) Contract #120716-NAF. The City of Medina's Sourcewell member number is #29417.

This unit will replace a 2004 Ford F350 dump truck that was identified for replacement through the 2019 budgeting process. The Forestry and Parks departments will also utilize this truck for their various needs.

Estimated Cost: \$71,888.74

Suggested Funding: 001-0210-54417 (\$67,000 balance)

- sufficient funds in Account No.
- transfer needed from Account No. \$4,888.74 of 2019 Carryforward to Account No. 001-0210-54417
- **NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested: YES

Reason: Per National Auto Fleet Group the up fitting quotation is only good for 30 days

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/28/2019

Quote ID: 11233

Order Cut Off Date: TBA

Mr Jansen Wehrelly
city of medina

785 E. Washington St.

Medina, Ohio, 44256

Dear Jansen Wehrelly,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2020 Chevrolet 5500HD LCF Diesel (CT51003) 2WD Reg Cab 109", Gallion Stainless Steel Dump Body & Equipment) and delivered to your specified location, each for

	One Unit
Contract Price	\$46,090.74
Gallion Stainless Steel Dump Body & Equipment	\$25,798.00
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$71,888.74

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,


 Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497

Quoting Department
 Account Manager
 Fleet@NationalAutoFleetGroup.com
 (855) 289-6572



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**



The Knapheide Manufacturing Company
 1848 Westphalia Strasse | PO Box 7140
 Quincy, IL 62305-7140
 www.knapheide.com

QUOTATION

Quote Number: L3812-19

Account Manager: Josh Lawless
 jlawless@knapheide.com
 (217) 592-5364

Quote Prepared By: Robert Smith
 Robert Smith
 (217) 592-5438

Customer Information:

Customer: National Auto Fleet Group
 Customer Number: 21792

End Customer: Medina City Of OH
 Contact: Randy A. Lester
 Email: fleet@nationalautofleetgroup.com

Quote Information:

Quote Date: 08/29/2019

Quote Expiration: 11/26/2019 Quoted Qty: 1

Quote Terms: NET 30 DAYS
 (Subject to Credit Approval)

Vehicle Information:

Year: 2019
 Axle: Dual Rear Wheel
 Engine: A 5.19D

Make: CHEVROLET
 CA: 86 Inches
 Fuel Type: Diesel

Model: CT51003
 Wheel Base: 109 inches
 Transmission: Automatic

Cab: Regular
 GVWR: 17,950
 2/4 WD: 2 Wheel Drive

Delivery Information:

Total Price Includes F.O.B.: Medina, OH

Installer: Kalida Truck Equipment
 Route 224 West
 Walbridge, OH
 419-532-3919

Ship Via: INSTALLER

Base Quote Information:

Qty	Item Description	Notes/Specifications
1	Gallon Stainless Steel	Dump Body 103USDDS-11 132" Length 84" Width 18" Side Height 24" Rear Height 10 GA Floor, Sides, Front, & Gate 6" Longsills 3" Crossmembers 10 GA 1/2 Cab Shield 84" Champion Holst CS615T-11 1/2" Hitch Plate with D-Rings, 7-way RV Plug, and Pintle
1	PDI Completed Unit	
1	Deliver Completed Unit	to Medina, OH
1	24" Aluminum Toolbox	streetside
1	4 Corner LED Strobes	

Total \$25,798
 Freight
 Total Sell Price \$25,798

Quoted price subject to the following:

- Quoted price reflects the latest price in U.S. Dollars.
- Quoted price is intended to be good until quote expiration date but is subject to change.
- Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
- Prices applies to quantity quoted only, any change in quantity may result in price change.
- Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
- Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

Cancellation charges will be pro-rated depending on the degree of completion of order
 CUSTOMER SHALL REIMBURSE CANCELLATION CHARGES AS FOLLOWS:

- * Design Completed - Current Engineering Rate x Hours Needed To Complete The Design
- * Order In Shop - 50% Of The Quoted Price
- * Fabrication Complete - 75% Of The Quoted Price
- * Product Complete - 100% Of The Quoted Price

Warranty:

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Vehicle Configuration Options

ENGINE	
Code	Description
I1B	ENGINE, DIESEL 5.2L 4 CYLINDER, 215 hp [160.3 kW] @2500 rpm, 452 lb-ft of torque [612.8 Nm] @ 1850-2750 rpm (Governed). 16 valve, four cycle, chain-driven dual overhead camshaft valve train, a cast iron cylinder block, and a cast aluminum cylinder head. Turbocharged, inter-cooled, water cooled EGR, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine warning system with audible warning for low oil pressure, high coolant temperature, and a protection system that will reduce fueling if excessive coolant temperature is detected (STD)
TRANSMISSION	
Code	Description
IR7	TRANSMISSION, 6-SPEED AUTOMATIC AISIN A465 TRANSMISSION, with fifth and sixth gear overdrive with lock up in 2nd, 3rd, 4th, 5th and 6th, PTO capability automatic torque converter lockup in stationary PTO mode. (STD)
AXLE	
Code	Description
062	REAR AXLE, 5.12 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
1WT	PREFERRED EQUIPMENT GROUP, includes standard equipment
PAINT	
Code	Description
16U	ARC WHITE
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TYPE	
Code	Description
A1F	SEAT, FRONT HIGH BACK BUCKET DRIVER AND PASSENGER, tricoat cloth covered reclining high back driver seat with single two occupant fold down passenger seat (STD)
SEAT TRIM	
Code	Description
HNF	VERY DARK PEWTER, CLOTH SEAT TRIM
RADIO	

Code	Description
UIZ	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER, AUXILIARY JACK, USB PORT AND BLUETOOTH, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
V10	PIO, COLD WEATHER PACKAGE, includes engine block heater and a heated fuel filter,
PTO	PIO, POWER TAKE OFF, ENGINE CONTROL PROVISIONS
G86	AXLE, LIMITED SLIP
9W8	PIO, SEAT-COVER PROTECTOR
UZF	PIO, BACK UP ALARM

2020 Fleet/Non-Retail Chevrolet 5500HD LCF Diesel 2WD Reg Cab 109"

WINDOW STICKER

2020 Chevrolet 5500HD LCF Diesel 2WD Reg Cab 109"

CODE	MODEL	MSRP
CT51003	2020 Chevrolet 5500HD LCF Diesel 2WD Reg Cab 109"	\$59,140.00
OPTIONS		
11B	ENGINE, DIESEL 5.2L 4 CYLINDER, 215 hp [160.3 kW] @2500 rpm, 452 lb-ft of torque [612.8 Nm] @ 1850-2750 rpm (Governed). 16 valve, four cycle, chain-driven dual overhead camshaft valve train, a cast iron cylinder block, and a cast aluminum cylinder head. Turbocharged, inter-cooled, water cooled EGR, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine warning system with audible warning for low oil pressure, high coolant temperature, and a protection system that will reduce fueling if excessive coolant temperature is detected (STD)	\$0.00
IR7	TRANSMISSION, 6-SPEED AUTOMATIC AISIN A465 TRANSMISSION, with fifth and sixth gear overdrive with lock up in 2nd, 3rd, 4th, 5th and 6th, PTO capability automatic torque converter lockup in stationary PTO mode. (STD)	\$0.00
062	REAR AXLE, 5.12 RATIO	\$0.00
1WT	PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
16U	ARC WHITE	\$0.00
—	STANDARD PAINT	\$0.00
A1F	SEAT, FRONT HIGH BACK BUCKET DRIVER AND PASSENGER, tricoat cloth covered reclining high back driver seat with single two occupant fold down passenger seat (STD)	\$0.00
HNF	VERY DARK PEWTER, CLOTH SEAT TRIM	\$0.00
UIZ	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER, AUXILIARY JACK, USB PORT AND BLUETOOTH, (STD)	\$0.00
V10	PIO, COLD WEATHER PACKAGE, includes engine block heater and a heated fuel filter,	\$235.00
PTO	PIO, POWER TAKE OFF, ENGINE CONTROL PROVISIONS	\$50.00
G86	AXLE, LIMITED SLIP	\$840.00
9W8	PIO, SEAT-COVER PROTECTOR	\$280.00
UZF	PIO, BACK UP ALARM	\$115.00

Please note selected options override standard equipment

SUBTOTAL	\$60,660.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,125.00
TOTAL PRICE	\$61,785.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine, Diesel 5.2L 4 cylinder 215 hp [160.3 kW] @2500 rpm, 452 lb-ft of torque [612.8 Nm] @ 1850-2750 rpm (Governed). 16 valve, four cycle, chain-driven dual overhead camshaft valve train, a cast iron cylinder block, and a cast aluminum cylinder head. Turbocharged, inter-cooled, water cooled EGR, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine warning system with audible warning for low oil pressure, high coolant temperature, and a protection system that will reduce fueling if excessive coolant temperature is detected
Transmission, 6-speed automatic Aisin A465 transmission with fifth and sixth gear overdrive with lock up in 2nd, 3rd, 4th, 5th and 6th, PTO capability automatic torque converter lockup in stationary PTO mode.
Rear axle, 5.12 ratio
Air cleaner, heavy-duty, 11" diameter dry paper single element. Air cleaner canister standard with air restriction gauge. Back of cab location.
Drivetrain, rear-wheel drive
Battery, dual 750 cold-cranking amps, 12 volt, maintenance free
Alternator, 140 amps
Frame, ladder-type channel frame. Full C section straight frame 33.5" (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail.
Incomplete vehicle certification
Wheelbase, 109" (276.9 cm)
GVWR, 17,950 lbs. (8142 kg)
Front suspension, 8,440 lbs. (3828 kg) tapered leaf (Standard on 4500XD, 5500HD and 5500XD only.)
Rear Suspension, 14,550 lbs. (6599 kg) (Standard on 5500HD and 5500XD only.)
Front axle, 6,830 lbs. (3098 kg), reverse Elliot "I"-beam includes integral hydraulic power steering. ratio 18.8-20.9:1
Rear axle, 14,550 lbs. (6600 kg) (Standard on 5500HD and 5500XD only.)
Vehicle Application Truck
Brakes, 4-wheel antilock, front disc, rear drum, dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission-mounted parking brake. Non-asbestos semi-metallic linings are standard. 4 channel anti-lock brake system.
Exhaust brake
Fuel tank, 30 Gallon, (113L), rectangular fuel tank. mounted between frame rail with electric type fuel pump (mounted in tank). Through the rail fuel fill
Exhaust, single horizontal outlet

EXTERIOR

Wheels, 19.5" x 6", K steel (Standard on 4500XD, 5500HD and 5500XD only.)
Tires, front, 225/70R19.5 F 125/123 L BW HWY VAR1 (Standard on 4500XD, 5500HD and 5500XD only.)
Tires, rear, 225/70R19.5 F 125/123 L BW HWY VAR1 (Standard on 4500XD, 5500HD and 5500XD only.)
Assist steps
Glass, tinted

Mirror, outside left hand and right hand dual cab mounted exterior with integral convex mirror
Windshield wiper, pulse, wet arm

ENTERTAINMENT

Audio System, AM/FM stereo with CD player, auxiliary jack, USB port and Bluetooth
Audio system feature, 2 speakers

INTERIOR

Seat, front high back bucket driver and passenger tricoat cloth covered reclining high back driver seat with single two occupant fold down passenger seat
Seat trim, Cloth
Cup holders
Floor mats
Air conditioning, single-zone manual, integral in-dash mounted
Steering wheel, urethane
Steering wheel, tilt and telescopic
Driver Information Center, (DIC) (monitors vital functions including diesel exhaust fluid levels (DEF), particulate matter emissions level in the diesel particulate filter (DPF), diesel particulate filter regeneration, service reminders for engine oil, transmission oil, differential oil, power steering fluid, engine oil filter, and fuel filters. The DIC provides fuel economy reporting by average, instant, and trip.)
Windows, power
Door locks, power
Cruise control, electronic, automatic
Windshield washer bottle access on passenger side dash when passenger-side door is open
Storage, door pockets
Lighting, interior dome
Storage, seatback pockets

SAFETY

Brake, parking, cable actuated, internal expanding drum type, transmission-mounted
Daytime Running Lamps

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
72 Hour LLC

2 Business name/disregarded entity name, if different from above
National Auto Fleet Group

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
490 Auto Center Drive

6 City, state, and ZIP code
Watsonville, CA 95076

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

2	6	-	3	2	9	7	6	7	7
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

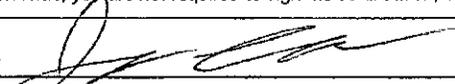
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ 1-2-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

REQUEST FOR COUNCIL ACTION

*OK
Handled
9-3-19*

NO. RCA 19-142-9/9

FROM: Patrick Patton



DATE: September 3, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: Right of Way Agreement with the Wheeling & Lake Erie Railway

This request is for Council's authorization to authorize the Mayor to sign the attached agreement with the Wheeling & Lake Erie Railway. This agreement outlines the parameters for allowing the City and our Contractor to enter into the Railway right of way as necessary during construction of the South Elmwood Bridge.

Thank you for your consideration.

ESTIMATED COST: No cost for the agreement. The City will be responsible for costs for railroad flaggers and inspectors throughout construction. These costs are already allocated and included in the cost of construction.

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

AGREEMENT

September 9, 2019

Wheeling and Lake Erie Railway
Company 100 East First Street
Brewster, Ohio 44613

Attention: Jeffery A. Davis Jr.
Director of Real Estate

Subject: City of Medina project #925: South Elmwood Bridge Replacement
Railroad Agreement

AARDOT: 002 087 A
Milepost: 140.18
Record ID: 6005

Dear Mr. Davis:

City of Medina Project #925 will remove and replace the existing bridge located on S. Elmwood Street just north of the Wheeling & Lake Erie Railway (W&LE) rail crossing on S. Elmwood (AAR DOT #002 087 A). The new bridge structure will consist of a 22 feet long by 38 feet wide 3-sided box culvert. While no work is planned on the W&LE crossing, a portion of both the existing and future culvert extends into W&LE right of way.

The City of Medina and W&LE Railway agree that the work to be performed adjacent to the W&LE Railway crossing AARDOT 002087A as part of the S. Elmwood Bridge replacement project will improve the safety and operation of the roadway. W&LE Railway and the City of Medina further agree upon the portion of the proposed work to be done by each party, and the proportion of costs and expenses to be paid by each party as follows:

1. All work performed by the City of Medina's contractor will be at no cost to the W&LE Railway and will be in accordance with the approved City Project #925 plans, specifications and the attached Special Clauses in the Proposal.
2. During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 8'-6" horizontally from the nearest rail of any track shall be maintained to any form work, false work or other temporary obstruction.
3. The City of Medina's contractor will not be allowed to commence work on or over W&LE Railway property until the following conditions have been met:
 - a) The City of Medina has received written or email notice from the W&LE Railway approving the City of Medina's final construction plans for Project #925.

b) The City of Medina has received written or email notice from the W&LE Railway that the contractor's Railroad Protective Liability Insurance policy is satisfactory.

c) The Medina County Engineer has received written or email authorization from the W&LE Railway to begin work on W&LE Railway property. The authorization will include the name and telephone number of the local W&LE representative who must be contacted to arrange for flag protection.

4. Contingent upon meeting the requirements indicated above, the W&LE Railway shall permit the City of Medina and/or its contractor to enter upon lands owned or operated by the W&LE Railway to construct the work described herein.

5. All work performed will be in accordance with good engineering practice and the attached Special Clauses.

6. The W&LE Railway will attend the project meetings as necessary conducted by the City of Medina. The scheduling and coordination of the work to be performed by the City of Medina County Engineer's contractor will be reviewed at the project meetings.

If you agree with the terms of this letter, please indicate your concurrence by signing in the space below and return one copy of this signed letter to me.

Sincerely,

Dennis Hanwell
Mayor, City of Medina

Accepted by Wheeling and Lake Erie Railway Company

By: _____ (Signature)

_____ (Print)

Title: _____

Date: _____

SPECIAL CLAUSES

**CITY OF MEDINA PROJECT #925
SOUTH ELMWOOD BRIDGE REPLACEMENT RAILROAD AGREEMENT**

WHEELING AND LAKE ERIE RAILWAY

AARDOT: 002 087 A
Milepost: 140.18
Record ID: 6005

SPECIAL CLAUSES

The contractor for this improvement agrees:

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct his work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform his work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold his work at all times open to inspection of railroad company inspectors.
4. To cooperate with any public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To not enter or use railroad property without written permission of the railroad company and to leave the railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To procure and maintain Railroad Protective Liability Insurance as follows:

With respect to the operations he or any of his sub-contractors perform, he shall provide Railroad Protective Liability Insurance for and in behalf of the WHEELING & Lake Erie RAILWAY CO., in the amount of \$5,000,000 per occurrence and subject to that limit per occurrence, an aggregate limit in the amount of \$10,000,000 for each annual period.

The Railroad Protective Liability Insurance policy shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended.

The Railroad Protective Liability Insurance policy shall be with an insurance company authorized to do business in the State of Ohio by the Ohio Department of Insurance and shall be kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Medina County Engineer. The policy shall include thirty (30) days canceling notice.

The cost of the Railroad Protective Liability Insurance policy will be borne by the City of Medina, to be paid through a specific bid item.

The corporate name and address of the "Named Insured" as listed on the policy shall be as follows:

Wheeling & Lake Erie Railway Co.
100 E. First Street
Brewster, OH 44613

The Railroad Protective Liability Insurance policy shall be taken out before the contract is executed by Medina County. Email copies of the policy to:

Jeffery A. Davis Jr.
Director of Real Estate
Wheeling & Lake Erie Railway Co.
jdavisjr@wlerwy.com

Patrick J. Patton P.E.
City of Medina Engineer
ppatton@medinaoh.org

The number of trains operating through the improvement is estimated to be:

 0 Passenger trains per day @ N/A miles per hour

 5 Passenger trains per day @ 25 miles per hour

7. The railroad company will assign, and the City of Medina's contractor will pay for (through a specific bid item) railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract. Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the contractor's operations over, under or adjacent to tracks over which trains are operating. The provision of such protective personnel and devices does not relieve the contractor from the liability of payment for damage caused by his operations.

- a) Such protection will be required when men or equipment are working within clearance limits of 15 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits; these times include during concrete placement (for footings and abutment walls), during placement of the box culvert sections, and during placement of concrete pavement abutting the railroad tracks.
- b) The contractor will not be permitted to operate any of his own equipment on railroad tracks except under an acceptable arrangement with the railroad company. Such equipment and the operation of such equipment, or equipment rented from the railroad company, shall be arranged for by the contractor with the railroad company and the cost for its use, including protection of railroad traffic, shall be borne by the contractor.
- c) The contractor shall notify the following named individual for the railroad company at least 30 days, or as directed by the authorized representative of the railroad, in advance of starting any work which might require protection:

Heidi Rowlands
Wheeling & Lake Erie Railway Co.
100 East First St.
Brewster, OH. 44613
Telephone: 330-767-7229
hrowlands@wlerwy.com

- d) The contractor shall notify the railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger.
 - e) Railroad protective personnel assigned to the project will be responsible for notifying the Medina County Project Engineer upon arrival at the job site on each day that protective services are provided. The Project Engineer will document such notification in the project diary.
9. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
10. If at any time the highway contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.

11. Methods and procedures for performing work on property of the Wheeling & Lake Erie Railway Co. must be approved by the Chief Engineer of the railroad company. Plans and documents shall be submitted to:

Jeffery A. Davis Jr.
Director of Real Estate
Wheeling & Lake Erie Railway Co.
100 East First St.
Brewster, OH. 44613
jdavisjr@wlerwy.com

Accepted by Lockhart Concrete Company

By: _____ (Signature)

_____ (Print)

Title: _____

Date: _____

REQUEST FOR COUNCIL ACTION

No. RCA 19-163-9/9
Committee: Emerging Technology

FROM: Sgt. Darin Zaremba, IT / Keith Dirham
DATE: September 3, 2019
SUBJECT: Update Financial Software for City

SUMMARY AND BACKGROUND:

Request is to discuss updating the City's current financial software.

See attached quote from Software Solutions (\$156,700) and comparison quote from BS&A Software (\$287,315).

Estimated Cost: \$ 22,000 – Water (utility billing) 513-0708-54413
\$134,700 – IT 388-0714-54413

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No. 513-0708-54413
- **NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Medina VIP Upgrade

Quote

Prepared For:
Medina, City of
Keith Dirham
132 N. Elmwood
Medina, OH 44258-0703

P: (330) 722-9051
E: kdirham@medinaoh.org

Prepared by:
Software Solutions
Kevin Nye
8534 Yankee Street, Suite 2B
Dayton, OH 45458

P: 513.932.6667
E: knye@mysoftwaresolutions.com

Date Issued:
09.02.2019
Expires:
11.29.2019

Software & Implementation	Price	Qty	Ext. Price
VIP ACCOUNTING			
VIP Accounting Suite License	\$32,000.00	1	\$32,000.00
VIP Accounting Platinum User Discount	(\$32,000.00)	1	(\$32,000.00)
VIP Core System Implementation Services Accounting Conversion is for current year and 4 years of history. Conversion will be for years 2016, 2017, 2018, 2019, 2020.	\$20,000.00	1	\$20,000.00
VIP Accounting Subtotal			\$20,000.00
VIP PAYROLL			
VIP Payroll Suite License	\$32,000.00	1	\$32,000.00
VIP Payroll Platinum User Discount	(\$32,000.00)	1	(\$32,000.00)
VIP Core System Implementation Services Payroll Conversion is for current year plus 2 years of history. Conversion will be for years 2018, 2019, 2020.	\$20,000.00	1	\$20,000.00
Time Card interface with Timeclock Plus included	\$0.00	1	\$0.00
VIP Payroll Subtotal			\$20,000.00
VIP UTILITY BILLING			
VIP Utility Billing Suite License	\$36,000.00	1	\$36,000.00
VIP Utility Billing Platinum User Discount	(\$36,000.00)	1	(\$36,000.00)
VIP Implementation for Utility Billing	\$22,000.00	1	\$22,000.00
VIP Work Orders Included	\$0.00	1	\$0.00
Handheld Interface Included	\$0.00	1	\$0.00
VIP Utility Billing Subtotal			\$22,000.00
NEW MODULES			
VIP DEPARTMENTAL PURCHASING			
VIP Departmental Purchasing, Vouchering/Invoice Approval License	\$15,000.00	1	\$15,000.00
VIP Departmental Purchasing Platinum User 20% Discount	(\$3,000.00)	1	(\$3,000.00)
VIP Workflow Implementation Services for Departmental Purchasing	\$9,500.00	1	\$9,500.00
VIP Departmental Purchasing Subtotal			\$21,500.00



Software Solutions

Personal Attention. Public Solutions.

Software & Implementation	Price	Qty	Ext. Price
VIP DEPARTMENTAL TIME ENTRY			
VIP Departmental Timecard Entry License	\$15,000.00	1	\$15,000.00
VIP Departmental Time Entry Platinum User 20% Discount	(\$3,000.00)	1	(\$3,000.00)
VIP Workflow Implementation Services for Timecard Entry	\$9,500.00	1	\$9,500.00
VIP Timecard Entry Subtotal			\$21,500.00
VIP ASSET MANAGEMENT			
VIP Asset Management License	\$10,000.00	1	\$10,000.00
VIP Asset Management Platinum User 20% Discount	(\$2,000.00)	1	(\$2,000.00)
VIP Implementation & Conversion Services	\$6,000.00	1	\$6,000.00
VIP Asset Management Subtotal			\$14,000.00
VIP ANALYTICS			
VIP Analytics Suite License Visual Budgeting & Reporting Included Visual Consoles Included	\$15,000.00	1	\$15,000.00
Implementation Services VIP Analytics Optionally, the city may want to add additional professional services for SSI staff to work directly with departments to set up their dashboards in Analytics for access to their budget information.	\$9,000.00	1	\$9,000.00
VIP Analytics Personnel Budgeting License	\$5,000.00	1	\$5,000.00
Configuration of Payroll Personnel & Budgeting	\$5,000.00	1	\$5,000.00
VIP Analytics Subtotal			\$34,000.00
VIP Concurrent User Licenses - 25 included	\$0.00	25	\$0.00
Post Live Services			
Server Technical Setup Assistance	\$1,300.00	1	\$1,300.00
Post Live Training Day This is discounted from our usual rate of \$1,500	\$1,200.00	2	\$2,400.00
Subtotal Post Live Service			\$3,700.00

Subtotal: **\$156,700.00**

Quote Summary	Amount
Software & Implementation	\$156,700.00
Total:	\$156,700.00

Notes

Software prices quoted are valid for 90 days.

All projects require 10% down at time of order.

Software Assurance maintenance and support fees for existing modules are already in place. Software Assurance fees for the new modules are an additional



Software Solutions

Personal Attention. Public Solutions.

\$12,300 and will start on the proposed go live date. these fees will be prorated the first year to match the city's current payment schedule.

The VIP Software utilizes blank stock printing for W2's and 1099's and emailing paystubs are included with the application.

Applications include electronic banking capabilities as part of the applications. These include such things as ACH, Direct Deposit, EFT etc.

VIP Analytics includes base installation and configuration of standard templates for VIP Budgeting, Reporting and Console. Additional services can be quoted on a per project basis. Scope document available at client request.

VIP Asset Management includes asset import from an Excel document provided by Software Solutions. If city cannot get assets in this format, some assets might have to be hand entered.

VIP software requires a Windows Server running SQL.. See specifications provided separately.

Utility Billing Workflows, Edge Check Signer and Cloud Backup are not included but can be quoted at the request of the customer.

\$16,700 due at time of signing
\$70,000 due at installation of sandbox
\$70,000 due on scheduled go live date

Acceptance

Printed Name: _____

Signature: _____

Title: _____

Purchase Date: _____

Purchase Order Number: _____

Proposal for Software and Services, Presented to...

City of Medina, Medina County OH

October 4, 2018

Quoted by: Keegan Nixon



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Applications and Annual Service Fee prices based on an approximate population of 26,190 and 8,000 utility customers. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications

Financial Management	
General Ledger .NET	\$14,495
Accounts Payable .NET	\$12,345
Cash Receipting .NET	\$12,345
Miscellaneous Receivables .NET	\$12,345
Purchase Order .NET	\$12,345
Utility Billing .NET	\$16,000
Personnel Management	
Payroll .NET	\$15,945
Human Resources .NET	\$14,495
Timesheets .NET	\$8,845
Subtotal	\$119,160

Data Conversions/Database Setup

Convert existing SSI Egov data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$7,250
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$6,175
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	\$15,000
Utility Billing	\$13,600
Database Setup:	
Miscellaneous Receivables (Setup of Billing Items, Penalties)	\$1,650
Cash Receipting (Setup of Receipt Items/Tender Types)	\$1,650
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	\$3,300
Subtotal	\$48,625

No conversion or database setup to be performed for:

Timesheets
Purchase Orders

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$26,950

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4	\$4,400
Financial Management Applications	Days:	29	\$31,900
Personnel Management Applications	Days:	33	\$36,300
	Total:	66	Subtotal \$72,600

Cost Totals

Not including Annual Service Fees

Applications	\$119,160
Data Conversions	\$48,625
Project Management and Implementation Planning	\$26,950
Implementation and Training	\$72,600

Total Proposed

\$267,335

Travel Expenses

\$19,980

287,315

Payment Schedule

- 1st Payment: **\$75,575** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$119,160** to be invoiced at start of training.
- 3rd Payment: **\$92,580** to be invoiced upon completion of training.

Optional Item(s)

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

	Quantity	Cost
Epson Series Receipt Printer*	\$750 x _____	= \$ _____
APG Cash Drawer**	\$250 x _____	= \$ _____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250 x _____	= \$ _____
Credit Card Reader	\$75 x _____	= \$ _____

This will add \$ _____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

***If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?
 ___Epson ___Ithaca ___Other (please specify)_____*

Please provide the number of cash drawers that will be hooked up to the printer _____

Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: knixon@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

